

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project



NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

CONTRACT NO: NGNC-01

E Tender No.: NMRC/Civil/NGNC/123 R/2020

TENDER DOCUMENTS

VOLUME 1

NOTICE INVITING TENDER (NIT)

INSTRUCTION TO TENDERER (ITT)

FORM OF TENDER (FOT)

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

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E Tender No.: NMRC/Civil/NGNC/123 R/2020

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VOLUME 1

NOTICE INVITING TENDER (NIT)

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

**CONTRACT NO: NGNC-01
TENDER DOCUMENTS**

VOLUME 1

NOTICE INVITNG TENDER

NOTICE INVITING TENDER (NIT)

1.1 GENERAL (e-Tender)

1.1.1 Name of Work:

Noida Metro Rail Corporation (NMRC) Ltd. invites online open e-tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work **Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project.**

The brief scope of the work is provided in Clause A1 of ITT (Volume-1) and Employer's Requirement – Functional (Volume-3).

1.1.2 Key details :

Approximate cost of work	INR 491.99 Crores
Tender Security	<p>Amount of Tender Security:- INR 1.00 crores.</p> <p>Validity of Tender Security in case of BG/FDR/TDR: 31/04/2021</p> <p>Tender Security (in original) as per clause C18 of ITT shall be accepted only up to 29.09.2020 (latest by 15:00 hrs) and should be valid up to 31/04/2021 in the office of ED/NMRC at the address mentioned herein after.</p> <p>In case of RTGS/NEFT/IMPS transactions, bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (clearly indicating UTR No. and tender reference i.e. NGNC-01 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. The detail of bank account of NMRC is mentioned below this table.</p> <p><u>Note: Bidders to note that the payment of tender security shall be made from the account of bidder only..</u></p> <p><u>If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</u></p> <p>For further details, clause C18 of ITT may be referred.</p>
Completion period of the Work	24 (Twenty four months)

Tender documents on sale	From 29/09/2020 (from 0900 hrs) to 31/10/2020 (up to 1500 hrs) on e-tendering website http://etender.up.nic.in . Tender document can only be obtained online after registration of tenderer on the website http://etender.up.nic.in . For further information in this regard bidders are advised to contact on 0120-4344483/84
Cost of Tender documents	INR 23,600/- (inclusive of 18% GST) Non-Refundable (Payment of tender document cost /tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of NMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. NGNC-01 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission). (Copy of GST registration no. To be provided along with Tender document cost/tender fee)
Pre-bid Meeting	09.10.2020 at 1100 hrs.
Last date of Seeking Clarifications	12.10.2020 upto 17:00 hrs. Queries/clarifications from bidders after due date and time shall not be acknowledged.
Last date of issuing addendum	22.10.2020
Date & time of Submission of Tender online	Tender submission start date: 29.09.2020 (0900 hrs). Tender submission end date: 31.10.2020 (1500 hrs).
Date & time of opening of Tender online	31.10.2020 at 15.30 hrs.
<ul style="list-style-type: none"> Authority for purchase of tender documents (in case of physical tenders), seeking clarifications and submission of completed tender documents Place of pre-bid meeting 	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website: www.nmrcnoida.com

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

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

1.1.3 QUALIFICATION CRITERIA :

1.1.3.1 Eligible Applicants :

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

executed either individually or in a JV/Consortium, should have been rescinded / terminated by NMRC/ Any Other Metro Organisation (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Appendix-19 of Form of Tender.

- v(c) The overall performance of the tenderer shall be examined for all the ongoing Civil Engineering works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed Civil Engineering works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work, executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in Appendix-19A of the Form of Tender. The tenderer may either submit satisfactory performance Certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for ongoing works) falling which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance Certificate from Client /Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix-19A. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for on-going works. In case the tenderer does not have any work falling in above criteria, his performance will not be judged unsatisfactory.
- v(d). Tenderer for the works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Appendix-20 of From of Tender.
- v(e). If the Tenderer does not meet the criteria stated in the Appendix-19 or Appendix-19A or Appendix-20, the tenderer shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.1.3.1 of NIT.
- v(f). If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19, or performance in any of the works reported in the Appendix 19A, or undertaking submitted vide Appendix-20, the same will be considered as “fraudulent practice” under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) & 13.2.1 of GCC.
- vi. Tenderer must not have suffered bankruptcy/ insolvency during the last 5 years. The

tenderer should submit undertaking to this effect in Appendix-21 of Form of Tender.

Viii Participation by Subsidiary Company / Parent Company with credential of other Company

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

ix. Purchase Preference to Local Suppliers/Preference to Make In India:

a) Definitions:

- i. 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. Minimum local content shall be 60% as per MOHUA guidelines for the subject tender.
- ii. 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed at sr. no. i. above.
- iii. 'L1' means the lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- iv. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 10% for the subject tender.

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

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- iv. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

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

- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d) Minimum local content and verification of local content:

- i. The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company or from a practising cost accountant or practising chartered accountant giving the percentage of local content.
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier/bidder shall give the details of the local content in a format attached as Appendix-23 and Appendix-24 of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload Appendix-23 and Appendix-24 of FOT duly filled along with their technical bid, local content shall be considered as 'Nil' in tender evaluation.

1.1.3.2 Minimum Eligibility Criteria:

A. Work Experience: The tenderers will be qualified only if they have successfully completed work(s), completion date(s) of which falling during last seven years ending last day of the month previous to the month of tender submission as given below:

(i) At least One **“similar works”** *each of value of **INR 393.59 crore** or more.

OR

(ii) Two **“similar works”** *each of value of **INR 245.99 crore** or more.

OR

(ii) Three **“similar works”** *each of value of **INR 196.79 crore** or more.

- ***“Similar works” for this contract shall be “Part Design and Construction of Viaduct (which may include station along with viaduct) /Bridge /Flyover (excluding approaches & embankments) having a pre-stressed concrete super-structure”.**

Notes:

- a) **The tenderer shall submit details of works executed by them in the Performa of Appendix-17 & 17A of FOT for the works to be considered for qualification of work**

experience criteria. Documentary proof of completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted.

- b) Value of successfully completed portion of any ongoing work up to last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria.
- c) **For completed works, value of work done shall be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.**
- d) If the above work(s) (i.e. **“Construction of Viaduct (which may include station along with viaduct) /Bridge /Flyover (excluding approaches & embankments) having a pre-stressed concrete super-structure”** comprise other works, then client's certificate clearly indicating the amount of work done in respect of the “similar work” shall be furnished by the tenderer in support of work experience along-with their tender submissions.
- e) If the qualifying work(s) were done by a contractor in JV/consortium having different constituents (consists of other than Indian Contractor or consists of Indian Contractor with less than 26% share), then the value of work as per their percentage participation in such JV/Consortium shall be considered, but in case if the qualifying work(s) were done by them in JV/consortium having different constituents (consist of Indian contractor with 26% or more participation), then the value of work as per Indian contractor' s percentage participation in such JV/Consortium shall be taken Two times subject to the Maximum of 100% for the consideration of value of the work for similar Work experience
- f) Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to **29.09.2020**, same shall be considered for evaluation even if it is not stamped.

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

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

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (as per proforma given in Annexure-8 of ITT), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **INR 35.14 crores** for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the

Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to NMRC and it should not be more than 3 months old as on date of submission of bids.

- (ii) **T2 - Profitability:** Profit before Tax should be **Positive in at least 2 (two) years**, out of the last five audited financial years.
- (iii) **T3 - Net Worth:** Net Worth of tenderer during last audited financial year should be **≥ INR 49.19 crores**
- (iv) **T4 - Annual Turnover:** The average annual turnover from construction of last five financial years should be **> INR 196.79 crores**.

Notes :

- a) Financial data for latest last five audited financial years has to be submitted by the tenderer in Appendix-18 of FOT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number and firm registration number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- b) 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.

1.1.3.3 Bid Capacity Criteria :

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

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

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

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

B = Value of existing commitments (as on last day of the month previous to the month of tender submission) for on-going construction works during period of 24 months w.e.f. from the first day of the month of tender submission.

Notes:

- a) Financial data for latest last five financial years has to be submitted by the tenderer in Appendix-15 of FOT along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number.

Value of existing commitments for on-going construction works during period of 24 months w.e.f from the first day of the month of tender submission has to be submitted by the tenderer in Appendix-16 of FOT. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number.

- 1.1.3.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria& bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

- 1.1.4 The Tender documents consist of :

Volume 1

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

Volume 2

- General Conditions of Contracts (May 2019)
- Special Conditions of Contract (including Schedules)
- Condition of Contract on Safety & Health and Environment

Volume 3

- Employer's Requirement – General
- Employer's Requirement – Functional
- Employer's Requirement – Design
- Employer's Requirement – Construction
- Employer's Requirement – Appendices

Volume 4

- Outline Design Specifications
- Outline Construction Specifications for Civil Works

Volume 5

- Tender Drawings

Volume 6

- Bill of Quantities

Volume 7

- Geotechnical Investigation Report

- 1.1.5 The contract shall be governed by the documents listed in Para 1.1.4 above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased from the market.
- 1.1.6 The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of The GM/Technical, Noida Metro Rail Corporation (NMRC) Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida - 201301, District Gautam Budh Nagar, Uttar Pradesh, India
- 1.1.7 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E 4.0 of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.8 The intending tenderers must be registered on e-tendering portal <http://etender.up.nic.in>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.1.9 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The tender document can only be downloaded or uploaded using Class-II or Class-III digital signature. However, the tenderer shall upload their tender on <http://etender.up.nic.in> using class-II or class-III digital signature of the authorized signatory only.
- 1.1.10 Tender submissions shall be done online on <http://etender.up.nic.in> after uploading the mandatory scanned documents towards cost of tender documents such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India or scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS (and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 1.1.11 Submission of Tenders shall be closed on e-tendering website of NMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website <http://etender.up.nic.in> before the deadline of submission. NMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.1.12 Tenders shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause C18 of ITT.
- 1.1.13 NMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the NMRC for rejection of his proposal.

1.1.14 Tenderers are advised to keep in touch with e-tendering portal <http://etender.up.nic.in> for updates.

1.1.15 For any complaints, tenderers may contact NMRC at Noida Metro Rail Corporation (NMRC) Limited,Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida - 201301,District Gautam Budh Nagar, Uttar Pradesh, India

**General Manager/Technical
Noida Metro Rail Corporation Limited**

2.1. General instructions

- a. A tenderer shall submit only one bid in the same tendering process. A tenderer who submits or participates in more than one bid will cause all the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually..
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. All changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated based on the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- g. 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.
- h. The currency for the Proposal shall be the Indian Rupee (INR).
- i. 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:
- j. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
- k. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or
- l. 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.

2.1.1. Cost of Bid Document / e-Tender processing Fee

- a. The Tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- a. 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.

2.1.2. 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 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.

2.1.3. Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> or on Noida Metro website www.nmrcnoida.com to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/e-Bid document. The Bidders shall have to pay e-Bid document fee and EMD as mentioned in Data sheet through RTGS/NEFT on addresses given in data sheet. The scanned copy of RTGS/NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

2.1.4. Clarifications of e-Bid

- a. 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.

- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Executive Director, NMRC only before or during Pre-Bid Meeting held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/ Request for **Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project**". 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.
- c. 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.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. 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.
- f. 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.
- g. 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.

2.1.5.Amendment of e-Bid Document

- a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. 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.
- b. 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.

- c. 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.

2.2. Preparation and submission of Bids

2.2.1. 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.

2.2.2. Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- a) Technical e-Bid- Technical e-Bid will comprise of -
- (i) Fee details - Details of Bid processing fee and prescribed EMD
 - (ii) Eligibility details - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfil all the conditions of the contract.
 - (iii) Technical evaluation - Details of all documents needed for Technical evaluation as mentioned in this RFP
- b) Financial e-Bid -
- (i) Price bid – Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender. There shall be a single quote.

2.2.3. 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.

2.2.4. E-Bid form

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

2.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

2.2.6. Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. 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.
- d. 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.

2.2.7. 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.

2.2.8. Submission of e-Bid

- 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.

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 documents 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.

2.2.9. 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.**

3.0 ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to UP Portal in general may be directed to the 24x7 UP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the UP Portal Contact at :
- 4) Tel: The 24 x 7 Help Desk Number 0120-4001002.

E-Mail: nmrcnoida@gmail.com

Website: www.nmrcnoida.com

International bidders are requested to prefix +91 as country code.



NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

CONTRACT NO: NGNC-01

E Tender No.: NMRC/Civil/NGNC/123 R /2020

TENDER DOCUMENTS

VOLUME 1

INSTRUCTION TO TENDERER (ITT)

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

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR.NOIDA SEC-4, ECOTECH-12,GR.NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

CONTRACT NO: NGNC-01

TENDER DOCUMENTS

VOLUME 1

INSTRUCTION TO TENDERERS

INSTRUCTIONS TO TENDERERS

A. General

A1 General Description of the work

This contract is for the work as “**Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project.**

A1.1 The Scope of Work for this contract is further described in the Employer's Requirements – Functional (Volume 3).

A2 Source of Funds

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

A3 EligibleTenderers

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

A4 Qualification of theTenderer

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

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

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

A5 One Tender per Tenderer

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

A6 Cost ofTendering

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

A7 SiteVisits

A7.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for

himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

- A7.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- A7.3. The Tenderer shall note General Conditions of Contract (GCC) Sub - Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

B. Tender Documents

B1 Content of Tender Documents

- B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for and construction of all Permanent and Temporary Works in connection with “**Contract NGNC-01:Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project**” and as more particularly described in these documents.

Volume 1

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

Volume 2

- General Conditions of Contracts
- Special Conditions of Contract (including Schedules)
- Conditions of contract on Safety& Health and Environment

Volume 3

- Employer's Requirement – General
- Employer's Requirement – Functional
- Employer's Requirement – Design
- Employer's Requirement – Construction
- Employer's Requirement – Appendices

Volume 4

- Outline Design Specifications for Phase-IV (April 2019)
- Outline Construction Specifications for Phase-IV Civil Works (April 2019)

Volume 5

- Tender Drawings

Volume 6

- Bill of Quantities

Volume 7

- Geotechnical Investigation Report

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

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

B2 Content of Supporting Documents

B2.1 The tender drawings i.e. General Arrangement Drawings are basic alignment drawing and final alignment plans are to be drawn by interfacing with civil works and other system work contractors incorporating the relevant requirements.

B2.2 The Tenderer shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.

B2.3 The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

B3 Clarification of Tender Documents

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

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from GM/Technical by sending the same on e-mail id nmrcnoida@gmail.com, not later than the last date of seeking clarification given in the key details of Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderers without disclosing the identity of the Tenderer seeking clarification.

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

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

B4. Amendment to Tender Documents

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

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

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

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

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

C. Preparation of Tenders

C1 Language

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

C2. Documents Comprising the Tender

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

- Technical Package of "NGNC – 01"
- Financial Package of "NGNC – 01" as per the provisions given in clause C15 below.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 (a); (b); (c); (d); (e); (f); (g); (h); (i); (j); (k); (l); (m); (n); (o); (p); (q); (r); (s); (t); (u); (v); (w); (x); (y); (z); and C2.3 (a); (b); (c); (d); (e); (f); (g); (h); (i); and all annexure & Appendixes of ITT and FOT respectively.

Financial Package shall contain Volume-6 (Bill of Quantity)/ Pricing Document) of the tender documents duly filled in and complete in all respect (see paragraph C10 and C15).

In submission of the Tender (Tender Security, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender accompanied by the original of the Tender Security (if Tender Security is to be submitted in form of BG/ FDR/ DD/ Banker's Cheque) which shall be submitted in a separate envelope.

Should any further documents be required pursuant to paragraphs C2.2 (z) and C2.3 (h) below, the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents.

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

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

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender: Requirements under General Conditions of Contract (May 2019)
- (c) Appendix 2 to the Form of Tender: (see paragraph C10, C15 and C23);

- (d) Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4below);
- (e) Appendix 4 to the Form of Tender: Outline Safety& Health Plan andOutline Environment Plan (see paragraphC5):
- (f) Appendix 5 to the Form of Tender: Contractor's Technical Proposals (see paraC6);
- (g) Appendix 6 to the Form of Tender: General Information About the Tenderer;
- (h) Appendix 7 to the Form of Tender: Staffing Schedules and Organization Chart (see paragraphC12);
- (i) Appendix 8 to the Form of Tender:Schedule of Component manufactured offshore, If no offshore manufacturing is involved, the tenderer shall submit 'NIL' in this. (See paragraph C9):
- (j) Appendix 9 to the Form of Tender: Tender Index (See paragraphC23);
- (k) Appendix 10 to the Form of Tender:Recourses proposed for the project – plants and equipments
- (l) Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- (m) Appendix12 to the Form of Tender: CopyrightUndertaking (see paragraph E2)
- (n) Appendix13 to Form of Tender: The tenderer may submit minor deviations in this appendix and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tender or must write "NIL" in this Appendix. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of Appendix-13 of FOT.
- (o) Appendix 14 to the Form of Tender: Tentative project implementation programme (see paragraph C8)
- (p) Appendix 15 to the Form of Tender: Financial Data (Construction Works Done during the latest last five financial years)
- (q) Appendix 16 to the Form of Tender: Financial Data (Commitment For On-going Works/ works in hand)
- (r) Appendix 17 to the Form of Tender: Construction Work Experience
- (s) Appendix 17A to the Form of Tender: Summary of information provided in Appendix17.
- (t) Appendix 18 to the Form of Tender: Financial Data (Financial Standing)
- (u) Appendix19 and 19A to the Form of Tender: Undertaking as per clause 1.1.3.1 v(a), v(b) & v(c) of NIT.
- (v) Appendix20 to the Form of Tender: Undertaking for not being penalized in a Contract
- (w) Appendix21 to the Form of Tender: Undertaking for Financial stability
- (x) Appendix22to the Form of Tender: Undertaking for Downloaded Tender Document
- (y) Appendix23 and Appendix-24 to the Form of Tender: Undertaking as per Clause 1.1.3.1 ix of NIT
- (z) Any further documents which have been requested in accordance with paragraph B4.2 above.

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

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphsC2.3(a)-

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

- (a) Full details of ownership and control of the Tenderer;
- (b) Tender Submission Programme (see paragraphC8);
- (c) Proposed Construction Methods (see paragraphC9);
- (d) Details of works including specialized works if already decided to be sub-contracted (see paragraphC11);
- (e) Details of providers of performance guarantees (see paragraph C19);
- (f) Details of Contractor's Equipment (see paragraph C13);
- (g) Proposals for use of Works Areas given to him by submitting the layouts showing fabrication and storage areas (see paragraph C14);
- (h) Any further documents which are requested in writing by Employer before submission of the TenderbywayofevaluationdocumentsbutwhicharenottoformpartoftheContract;
- (i) Following information shall befurnished:

- (A) Civil Engineering Construction works:

The tenderer should supply the following information

- (a) Maximum value of "similar works (as defined in NIT Clause 1.1.3.2)" executed in any one year during the last 7 years (in Rs. equivalent).
- (b) Value of the commitments and on-going works, on a yearly basis, pertaining to CivilEngineering Construction Works, to be completed during the next **24 months** from the first date of the month of the tendersubmission.

Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency. For conversion of foreign currency, please refer clause E5.3 of ITT.

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

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

C2.5 Tenderers shall quote all prices as per Clause 11.1.1 of GCC .

C2.6 The tenderers must note the following:

- a) The Tenders should assess whether Project Import or Normal Import Would bebeneficial to the Employer.As regards registration under Project Import, after the award of the contract, NMRC at the written request of a contractor shall facilitate the contractor for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor.

b) Change in Taxes/Duty :

The Contract Price shall be subject to adjustment to take in to account any changes in taxes/duty to the extent stipulated in SCC clause corresponding to Sub-Clause 11.1.4 of GCC.

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

I. Tax Invoice

- II. GSTR-1 return filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.
- III. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to NMRC project and deposit of due taxes with respective tax authorities.
- IV. Relevant abstract of filled GSTR-1 return showing the details of relevant tax invoice submitted by the contractor.

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

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

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorized and empowered representative of the Tenderer. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C4 Outline Quality Plan

The Tenderer shall submit **Appendix-3** of Forms Of Tender to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 16 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C5 Outline Safety & Health Plan and Outline Environment Plan

C5.1 The Tenderer shall submit **Appendix-4** of Forms of Tender to form part of its Tender an Outline Safety & Health Plan and Outline Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety & health and environment procedures. The Outline Safety & Health Plan and Outline Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety & Health and Environment as required by the Employer's Requirements (Volume 3) and Clause 8 & 9 of the SCC.

C5.2 The Outline Safety & Health Plan and Outline Environment Plan shall be headed with a formal statement of policy in relation to safety & health and environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Contract specific Site Safety & Health Plan and Site Environment Plan to be submitted in accordance with Clause 8 & 9 of the SCC.

C5.3 The Tenderer may be requested by NMRC in writing to amplify, explain or develop his Outline Safety & Health Plan and Outline Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such plans.

C5.4 C&D Waste Management and Use of Recycled Products in Noida

Regarding Construction and Demolition (C&D) Waste management and use of recycled products in Noida, the tenderers must note that;

- a) They have to devise appropriate measures for management of Construction and Demolition (C&D) Waste generated including its processing and for using the recycled products in the best possible manner. The Tenderer shall adhere Construction & Demolition (C&D) Waste Management Rules, 2016 notified by Govt. of India. The tenderer should also take note of advisory of Govt. of NCT of Noida issued on "Use of Recycled Construction & Demolition waste projects in Delhi" vide their F.No.23(232)/E-in-CProjects/PWD/2015-16/17902-23/dt.14/09/2015 in combating and mitigating climate change phenomenon and giving high priority to Swachh Bharat Mission of Govt. of India.
- b) Refer Clause No. 52.7.3.12 of Conditions of contract on Safety & Health and Environment.
- c) Compliance certificate and details of compliance of the second items shall be submitted by the Contractor along with respective running account bill. The payment of running account bill shall be released by the Engineer's representative after verifying and certifying the same.
- d) The tenderer will have the option of getting their C&D waste disposed at recycled plants approved by NMRC, any of the Municipal corporation or other agencies at their option and the iron cost. The tenderer will also have option of establishing their own plant during the currency of contract within the land allocated for project if establishing such plant is permissible at location of land identified for contract under environmental and other applicable laws/by laws without any cost to NMRC. During execution of the work, the contractor will have to submit proof of disposal of C&D waste at any of such C&D waste recycling plants along with each RA bill.

C6 Tenderer's Technical Proposals

- C6.1 The Tenderer shall submit as **Appendix-5** of FOT to form part of its Tender, the Tenderer's Technical Proposals as described in Clause C2, and Annexure 1 of this ITT.
- C6.2 The Tenderer shall be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

C7. Designer

- C7.1 The Tenderer should note the requirements of warranties and obligations contained in Clause 5.2 of GCC.
- C7.2 The design of the temporary Works shall be undertaken by a designer (the Designer) who has experience in the design of temporary works. During execution of work, if at any stage the performance of approved DDC is not found satisfactory, the contractor shall change the DDC with prior permission of NMRC. The designer will certify the temporary works design and as built drawings, if this work is to be carried out by others and he will do regular inspection of the works to confirm that the construction complies with the intent of the design.

C8. Tender Programme

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

Tender Programme are set out in **Annexure-2** to these Instructions to Tenderers.

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

C8.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme under Clause 7 of the SCC.

C9 Manufacture, Installation and Construction Methods

C9.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to construct the Works, whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analyzed during tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Tenderer has in such matters.

C9.2 Maintenance

C9.2.1 The Contractor shall be responsible for maintaining the Works until final hand over to the Employer and for the provision of relevant maintenance manuals and drawings.

C9.2.2 The Contractor shall be responsible for making good any and all defects of materials and workmanship, in the Works for the period stated in the General Conditions of Contract.

C9.2.3 The Contractor shall be responsible for the security of the Site during the construction phase of the Contract, until the issuance of a Taking-Over Certificate.

C10 Payment Schedule:

The payment for items given in Bill of Quantity (Volume 6) shall be made on the basis of actually executed quantities.

C11. Sub-Contracts

C11.1 Sub-contracting, excluding design work shall be generally limited to 50% of the Contract price. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.

C11.2 For sub-contracts exceeding Rs.5 million, it will be obligatory for the Contractor to obtain a Notice of No Objection from the Engineer to the identity of the sub-contractor. The value of each sub-contract shall be provided by the Contractor to the Engineer. The Contractor shall certify that the cumulative value of the sub-contracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit. In this regard the Tenderer's attention is invited to Clause 4 of SCC.

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

C12. Staffing Schedule and Related Details

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

C12.2 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name

and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

- C12.3 The key staff for execution of this work shall be- the Project Manager deployed shall be an expatriate having minimum 15 years of total experience out of which 05 years should be in projects of similar nature as mentioned in **Annexure-3 & 4** of ITT.

This bank guarantee shall be valid upto the completion period of the contract and shall be from Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the contract price is payable. This Bank Guarantee shall be furnished to the employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of this Bank Guarantee provided in **Annexure-7A** of ITT.

C13. Contractor's Equipment

- C13.1 The contractor shall deploy plants and equipment required to complete the work as per the schedule and within the completion period with minimum of numbers given in **Annexure-5** of ITT.

C14. Proposals for Use of Work Areas

- C14.1 The Tenderer shall note the requirements of the Land Acquisition, Rehabilitation and Resettlement Act, 2013.

- C14.2 The Tenderer shall note the provision contained in Employer's Requirements.

- C14.3 The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services like water, electricity, sewerage etc necessary for the construction and completion of the Works.

C15. Pricing Document

- C15.1 The Pricing Document is included in Bill of Quantities; Volume 6. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in **Annexure-13A** for such deviation as mentioned in **Appendix-13** of FOT shall be submitted.

- C15.2 The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in **Appendix-13** of FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

- C15.3 The Tenderer is to note the s. no. (iv) of Appendix-1 of FOT for Liquidated Damage for delay in completion of the work.

C16. Currencies of Tender and Payment

- C16.1 The Tenderer shall give his priced offer for BOQ in Indian Rupees Only.

C17. Tender Validity

The Tender shall be valid for a period of **180 days** from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender

Security for the period of extension.

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

C18.1.1 Tender fee/ tender document cost:

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

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

C18.1.2 Deleted.

C18.1.3 Tender security/ EMD in case of Tenders having NIT value greater than Rs. 10.00 Crores:

The instrument type for payment of tender security / EMD for tenders having NIT value greater than Rs.10.00 crores can be done by Demand Draft, Banker's Cheque, Fixed Deposit Receipt (FDR), Bank Guarantee, RTGS, NEFT & IMPS.

- a) In case of RTGS/NEFT & IMPS transactions, bidders will be required to upload the scanned copies of transaction of payment of tender security / EMD at the time of online bid submission. No copies of transaction of payment are required to be sent to the office of GM/Technical. The detail of Bank account of NMRC to facilitate the payment is mentioned at C18.1.4 below.

Note: Bidders to note that the payment of tender security shall be made from the account of bidder only.

If tender security has been made form other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

- b) In case of submission of tender security/EMD in one of the following forms, "Original" is to be submitted in the office of GM/Technical within due date and time of submission as mentioned in clause 1.1.2 of NIT.
- (i) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in **Annexure-6** to Instruction to Tenderers (ITT).
 - (ii) Demand Draft / Pay Order / Bank Draft in favour of "Noida Metro Rail Corporation Ltd." payable at Noida from a Scheduled Commercial bank based in India,
 - (iii) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of "Noida Metro Rail Corporation Ltd."

The Tender Security shall remain valid up to the date specified under the Clause 1.1.2 (key details) of NIT.

The Tender Security/EMD shall remain valid up to the date specified under the Clause 1.1.2 (key details) of NIT. The tender security shall be submitted in a sealed envelope clearly marked on top **"Tender Security for NGNC-01."**

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

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

Offers submitted without the Tender Security or with invalid Tender Security shall be rejected outright.

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

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

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

C18.5 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E 5.2 below;
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.
- (d) However, if the Tenderer withdraws his tender after opening of his financial package (intwo package system)during the period of validity of his tender or in caseof (c)above, beside forfeiture of tender security, the tenderer shall not only be debarred from participating in the re-tender of same work but also will be debarred from participating in any tender of NMRC for a period of one year from the date of withdrawal of his tender or from date of issue of LOA, as the case may be.

C19. Performance Guarantee, Undertaking and Warranties

Please refer clause 3 of S.C.C.

C20. Labour

The Tenderer's attention is especially drawn to Clause 6 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

C21. Other Contractors

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site.

C22. Insurance

The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract (May 2019).

C23. Tender Index

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within **Contract NGNC-01** Technical Package and **Contract NGNC-01**. Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

C24 Pre-Tender Meeting

- C24.1 A Pre-Tender meeting shall be held on the date and location given in the Key details of NIT.
- C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- C24.3 The tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.
- C24.4 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B1 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.
- C24.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C25 Format and Signing of Tender

- C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) documents described in paragraph C2 of these Instructions.
- C25.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer before scanning and uploading (in .pdf / .jpg / .jpeg format), pursuant to sub-paragraphs A4.1, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.
- C25.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender before scanning and uploading/submitting.

C26 Pricing of Conditions, Qualifications, Deviations etc.

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

D. Submission of Tenders

- D1 The tenderer shall submit their tender on-line on e-tendering website specified under the Clause 1.1.2 (key details) of NIT.
- D1.1 Only “Tender Security/EMD” of format stated in clause C 18.1.3 (b) shall be submitted in originals (in physical form) as described below:
- D1.2 The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost at the time of online bid submission and No copies of transaction of payment are required to sent to the office of **GM/Technical**.
- D1.3 The tenderer shall seal the “Tender Security/EMD” of format stated in clause C 18.1.3 (b) in an envelope, bearing the following identification for Tender Security:

“TENDER SECURITY”TenderReference No.- Contract NGNC-01 : Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project”.

and submit the same before date and time of submission of tender mentioned in NIT at the address mentioned below. The tenderer shall mention his Name and address on above envelope also.

The GM/Technical
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301

- D1.4 It shall be the responsibility of the bidder / tenderer to ensure that the envelope containing ‘**Tender Security**’ is submitted to the office of The **GM/Technical** at above-mentioned address before the prescribed dead line.
- D1.5 ‘**Tender Security**’ submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.
- D1.6 NMRC will not be responsible for delay, loss or non receipt of ‘Tender Security’ sent by post / courier.
- D1.7 NMRC shall not be responsible for ‘Tender Security’ delivered to any other place / person in NMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.
- D1.8 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2 Late or Delayed Tenders

- D2.1 Tenders have to be uploaded on e-tenderingportal <http://etender.up.nic.in> before the due date and time of tender submission. The tender security shall be submitted to the office of GM/Technical,Noida Metro Rail Corporation (NMRC) Limited,Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -20130,District Gautam Budh Nagar, Uttar Pradesh, India.

It shall be the responsibility of the bidder / tenderer to ensure that his tender security reaches the designated officer before the dead line for submission.

D2.2 NMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush.

D2.3 Submission of Tenders shall be closed on e-tendering website of NMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted. "Tender Security" submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.

D2.4 NMRC will not be responsible for delay, loss or non-receipt of "Tender Security" sent by post / courier.

D2.5 NMRC shall not be responsible for "Tender Security" delivered to any other place / person in NMRC (like Tapal / DAK section etc.) other than the designated officer and does not reach the designated officer before the dead line for submission.

D2.6 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D3 Modification, Substitution and Withdrawal of Tenders

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

D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.

D3.3 The Tender submitted online will be taken as a final bid.

D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

E. Tender Opening and Evaluation

E1 Tender Opening

E1.1 Envelopes containing "Tender Security" of format stated in clause C 18.1.3 (b) will be opened first. Tenders of those tenderers who have not submitted valid "Tender Security" shall be considered as non-responsive and liable to be rejected summarily.

E1.2 The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, NMRC will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted or with the details of online transaction.

E1.3 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the GM/Technical, Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301. Tenderers may visit NMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

- E1.4 The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- E1.5 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tender can visit to NMRC e-procurement website for further information.

E2. Confidentiality of Tender Information and Copyright

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

E3 Clarification of Tenders

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

E4 Evaluation of Tenders

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

- E4.1 General Evaluation:** First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clause 1.1.3 of NIT and clauses A4.1, A4.2, A4.3 and A5 of ITT.
- E4.2 Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer qualifies the minimum eligibility criteria of “Work Experience”, “Financial Standing” as laid down in Clause 1.1.3.2 of NIT and “Bid Capacity” criteria as laid down in Clause 1.1.3.3 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or tender capacity criteria, shall not be considered for further evaluation and shall be rejected.

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

E4.3 Evaluation of Responsiveness

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender

document. In case of any inconformity, the tender shall be disqualified and rejected.

E4.4 Evaluation of Material deviation or reservation

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

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

Tender having any material deviation or reservation shall be disqualified and rejected.

E4.5 Evaluation of qualifying conditions

A tender containing any qualification which

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

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

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

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

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

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

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

E5. Evaluation of Financial Proposals

E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers regarding opening of the financial

proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened online through website. Tenderers can also check financial proposal of other tenderers online.

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

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

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

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

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

E5.2 Correction of Errors

E5.2.1Tenders 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 asfollows:

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

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

E5.3 Comparison of Tenders

Tenders will be compared in **Indian Rupees** only. This will be achieved by converting the Foreign Currency portion into Rupees at the selling Rate of Exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of theTender.

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

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

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

The total value of above thus obtained in equivalent INR shall be compared amongst various

tenderers to determine the lowest evaluated tender.

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

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

E6 Indigenization

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

F Award of Contract

F1 Award

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

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

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

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

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

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

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

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be

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

F5 Performance Security

- F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of Performance Security is provided in Annexure-7 of ITT.

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

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

State Bank of India (04077) – Sector 18,
Noida ,Gautam Budh Nagar, Uttar Pradesh -201301
A/c No. 37707840592
IFSC Code: SBIN0004077

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

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

- F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
- F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

INSTRUCTIONS TO TENDERERS

Annexure 1 [As per clause C6.1 & C2.2(f)] Requirements for Tenderer's Technical Proposals

- 1 The Tenderer's attention is drawn to Clause 2 of the Employer's Requirements(Volume-3)and to Clause 1 of the General Conditions of Contract .
- 2 +in which terms are defined.
- 3 The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology.

The tenderers Technical Proposal shall cover the following:

- 3.1 Understanding and comprehension of the work involved;
 - 3.2 Structural form, materials and structural principles, method of carrying or accommodating loads or actions, fixed points and articulation, and choice and grades of structural materials;
 - 3.3 Testing and investigations undertaken, or to be undertaken;
 - 3.4 All structural components, methods of jointing and waterproofing, drainage and corrosion protection;
 - 3.5 Details of method proposed for the work;
 - 3.6 Structural and construction arrangements at interfaces with adjacent contracts;
 - 3.7 Traffic management plan showing temporary diversions wherever required;
 - 3.8 Approach to co-ordination with other Project contractors. Tenderer shall elaborate the organization further and system giving frequency of meetings or any other system / approach which we will adopt;
 - 3.9 Fabrication, construction and erection methods, including proposals for ensuring that disruption to road and pedestrian traffic is minimized;
 - 3.10 Protective coatings and systems, finishes.
4. The Contractor's Technical Proposals shall include the following documents:

4.1 Drawings

Drawings shall illustrate, where appropriate, aspects of the Works identified in paragraph 3 above, including layouts, appearance, main structural features, general arrangements, plans, elevations, principal sections and typical details of critical areas. In particular the drawings shall indicate the proposed arrangements at the interface with adjacent Contractors.

4.2 Specifications

- 4.2.1The Specification shall comprise the Construction Specifications which shall consist of the Outline Specification which shall be identical to those contained in the Tender Documents and a Particular Specification.The Particular Specification shall draw attention to any part or parts of the Outline Specification which the Contractor intends to amend or omit and shall contain further material such that the design of the Permanent

Works is fully specified and the construction of the Permanent Works is specified at least in outline at this stage.

- 4.2.2 In producing the Particular Specifications, the Tenderer shall ensure that clauses, paragraphs and any appendices therein are identified by their numbering as uniquely belonging to the Particular Specifications, and shall not in any event amend or change the numbering in the Outline Specifications.
- 4.2.3 The Tenderer should note that the Specifications submitted with the Tender as part of the Contractor's Technical Proposals will, prior to acceptance of tender, be merged and consolidated into a single document for incorporation into the Contract.
- 4.2.4 The Tenderer should note that the Particular Specifications form a crucial part of the Contractor's Technical Proposals, and shall be prepared in sufficient detail to demonstrate full compliance with the Employer's Requirements. The quality of the Particular Specifications will be paramount in evaluating technical compliance of Tenders.

4.3 Statement of Compliance

A statement from the Tenderer is required to be furnished to the effect that the Contractor's Technical Proposals comply with the Technical Specifications and can be developed to become the Definitive Design of the Permanent Works without significant change other than amplification.

4.4 Statement of Maintainability

The Tenderer shall state the maintenance objectives and the anticipated operational life associated with the principal elements and components of the Permanent Works and in particular how these apply in the selection and use of proposed materials. The Tenderer shall demonstrate a reasonable balance between construction costs and maintenance costs and the effect of its proposals on the lifetime costs of the Permanent Works. The Tenderer shall include in this statement a schedule of the main maintenance operations, including intervals between such operations, for all aspects of the required construction and of main spares and stores required and their rates of use.

5. The Tender shall be accompanied by documents in amplification of the Contractor's Technical Proposals, which shall include:

5.1 Technical Notes

Such technical notes or notes on calculations necessary for understanding and explaining the Contractor's Technical Proposals.

5.2 Site Investigation Proposals

Results of any site investigations undertaken by the Tenderer and proposals for site investigations to be undertaken by the Contractor giving the nature of the investigations, locations and intended purposes.

5.3 Testing Proposals

Results of any testing undertaken by the Tenderer and proposals for other testing to be carried out by the Contractor for design or associated purposes (not including control of quality of construction, fabrication or manufacture), giving the nature of the testing, intended purposes, and the location of the test facilities used or to be used.

5.4 Codes and Standards

A list of all codes of practice and standards to be used in the design shall be provided. Except for those codes and standards available in Hindi, all other codes and standards shall be available in certified English translation. The Tenderer shall provide justification, in accordance with Technical Specifications, for any codes or standards it proposes in its list as alternatives or additions to those specified in the Technical Specifications or any other documents of the tender. The Tenderer will be required, during the Tender process, to provide a certified English translation of any codes or standards it proposes to use and which are not normally available in English.

INSTRUCTIONS TO TENDERERS

Annexure 2 (As per clause C8.1) Requirements for Tender Programme

- 1) The Tender Programme shall show how the Tenderer proposes to organize and carry out the Works and to achieve Stages and complete the whole of the Works by the given KeyDates.
- 2) The Tender Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show the co-ordination with System wide Contracts. The Works Programme shall show achievement of all Key Dates and Works Area AccessDates.
- 3) The Tender Programme shall include the Tenderer's and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- 4) The Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by theTenderer.
- 5) The Tenderer should have regard to the possibility, as referred to in paragraph C8 of the Instructions to Tenderers, which during the tender evaluation period the Tender Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process, the Tenderer shall, in the preparation of the Tender Programme, take due account of the provisions of Appendix 4 to the Employer's Requirements in so far as they concern the WorksProgramme.
- 6) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organization, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, the facilitiesavailable.
- 7) The Tenderer shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submitted as part of his Tender. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of theWorks.
- 8) All programmes shall include, procurement periods, major material, offsite production/ prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractorsetc.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR.NOIDA SEC-4, ECOTECH-12,GR.NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

INSTRUCTIONS TO TENDERERS
Annexure-3 [As per clause C12.1]

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision. The qualification/experience of such Project personnel is given under Annexure-4.

S.No.	Designation of Project Personnel	Minimum no. of Project-Personnel required	Penalty on Non-Deployment per month per person
1.	Project Manager (Team Leader)	1	Rs. 5 lakh/month for Expatriates* & Rs 3.00 lakhs for Local expert
2.	Deputy Project Manager (Station)	1	Rs 2.00 lakhs/month
3.	Deputy Project Manager(Viaduct & Launching Operations)	1	Rs 2.00 lakhs/month
4.	Deputy Project Manager(Casting Yard)	1	Rs 2.00 lakhs/month
5.	Manager (Viaduct & Launching Operations)	1 per km per shift	Rs. 1.5 lakh/month
6.	Manager (Casting Yard)	1 per Casting Yard	Rs. 1.5 lakh/month
7.	Civil Engineer (Station)	2 per station	Rs. 1.5 lakh/month
8.	Civil Engineer (Viaduct)	2 nos. per km	Rs. 1.5 lakh/month
9.	Civil Engineer (Casting Yard)	2 nos. per shift per Casting Yard	Rs. 1.5 lakh/month
10.	Interface Manager	1	Rs.2.0 lakh per month
11.	Planning Engineer	1	Rs.2.0 lakh per month
12.	Structural/Design Engineer	1	Rs.2.0 lakh per month
13.	Geotechnical Engineer	1	Rs.2.0 lakh per month
14.	Plant & Machinery Incharge	1	Rs.2.0 lakh per month
15.	Quality Assurance Engineer/Quality Control Specialist	2	Rs.2.0 lakh per month
16.	Electrical Engineer	1	Rs.1.5 lakh per month
17.	Mechanical Engineer	1	Rs.1.5 lakh per month
18.	Chief Safety Manager	1**	As per Conditions of contract on Safety & Health and Environment
19.	Chief Environment Officer	1**	As per Conditions of contract on Safety & Health and Environment
20.	Procurement Specialist	1	Rs.1.5 lakh per month

NOTES:

- i. The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR.NOIDA SEC-4, ECOTECH-12,GR.NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

- ii. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer.
- iii. These minimum resources are as per the requirements of various activities at different stages of works. All resources need not to be mobilized simultaneously, resources as per the requirement of various stages of works shall be mobilized as per the agreed programme.
- iv. In case of non-deployment of project personnel, the penalty shall be imposed as indicated above and deducted from Contractor's running / final bills. In case of non-deployment, for the part of the month, same shall be imposed on proportionate basis. The decision of the Engineer in this regard, shall be final and binding.

*Applicable in case of the experience of civil works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner in terms of Clause C12.3 of ITT.

**Other Safety/Environment personnel should be as per Conditions of Contract on Safety & Health and Environment.

UNDERTAKING:

- i) We confirm to deploy project-personnel required to achieve progress of work as per construction work program submitted along with the bids or as approved by the Engineer.
- ii) We confirm to deploy manpower requirement of Safety & Health and Environment Organization as required under Conditions of Contract on Safety & Health and Environment, and also confirm to deploy manpower over and above the minimum numbers, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

INSTRUCTIONS TO TENDERERS
Annexure-4 [As per clause C12.1]

MINIMUM ORGANISATION STRUCTURE REQUIRED

Minimum level of supervision & qualification/ experience of site staff is as follows:

S.No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	Project Manager (Team Leader)	Graduate in Civil Engg.	Minimum total experience of 15 yrs out of which, minimum 05 years as In-charge of similar works
2.	Dy. Project Manager (Station)	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 10 years for Degree & 15 years for Diploma with 05 year in similar work.
3.	Dy. Project Manager (Viaduct & Launching operation)	Graduate in Civil Engg./Mechanical Engg.	Minimum 10 years in the field of launching/ Crane working out of which minimum 5 yrs should be of launching work
4.	Dy. Project Manager (Casting Yard)	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 10 years for Degree & 15 years for Diploma with 05 year in similar work.
5.	Manager (Viaduct & Launching operation)	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 8 years for Degree & 15 years for Diploma with 05 year in similar work.
6.	Manager (Casting Yard)	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 8 years for Degree & 15 years for Diploma with 05 year in similar work.
7.	Civil Engineer (Station)	Graduate or Diploma in Civil Engineering	Minimum 2 years for Degree & 4 years for Diploma
8.	Civil Engineer (Viaduct)	Graduate or Diploma in Civil Engineering	Minimum 2 years for Degree & 4 years for Diploma
9.	Civil Engineer (Casting Yard)	Graduate or Diploma in Civil Engineering	Minimum 2 years for Degree & 4 years for Diploma
10.	Interface Manager	Graduate in Civil Engg	Minimum total experience of 10 years out of which minimum 03 yrs in similar field.
11.	Planning Engineer	Graduate in Civil Engg. With knowledge in MS project/Primavera software	Total Minimum experience of 10 years out of which minimum 3 years in Planning of projects.
12.	Structural / Design Engineer	Graduate in concerned Disciplines	Total minimum experience of 05 years out of which minimum 03 years experience in relevant field.
13.	Geo-Technical Engineer	Graduate in concerned Disciplines	Total minimum experience of 05 years out of which minimum 03 years experience in relevant field.
14.	Plant & Machinery Incharge	Graduate in Civil Engg.	Minimum 05 years experience in Viaduct & Launching Operation related works.

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15.	Quality Assurance (QA)- Engineer /Quality Control Specialist	Graduate in Civil Engg./Diploma in Quality Assurance	Minimum total experience of 10 years out of which minimum 05 yrs. in QA (field) and at least one year as In-Charge.
16.	Electrical Engineer	Graduate/Diploma in Electrical Engineering	Minimum of 05 years experience in relevant field for Graduate & 8 years for Diploma.
17.	Mechanical Engineer	Graduate/Diploma in Mechanical Engineering	Minimum of 05 years experience in relevant field for Graduate & 8 years for Diploma.
18.	Chief Safety Manager *	As per Conditions of Contract on Safety & Health and Environment	As per Conditions of Contract on Safety & Health and Environment
19.	Chief Environment Officer*	As per Conditions of Contract on Safety & Health and Environment	As per Conditions of Contract on Safety & Health and Environment
20.	Procurement Specialist	Graduate/Diploma in Procurement	Minimum total experience of 05 Years for Graduate field & 08 years for Diploma in Procurement

NOTES:

- i. The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- ii. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer.

* Qualification and experience level of other safety/environment personnel should be as per Conditions of Contract on Safety & Health and Environment.

UNDERTAKING:

- i) We confirm to deploy project-personnel required to achieve progress of work as per construction work program submitted along with the bids or as approved by the Engineer.
- ii) We confirm to deploy manpower requirement of Safety & Health and Environment Organization as required under Conditions of Contract on Safety & Health and Environment, and also confirm to deploy manpower over and above the minimum numbers, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

INSTRUCTIONS TO TENDERERS

Annexure-5 [As per clause C 13]

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

The figures indicated below are the minimum number of equipment required.

S. No.	Type of equipment required for the work	Minimum no. of units of equipment required for the work	Maximum Permissible Age in Years
1	Construction Equipment.		
a)	Piling Equipment Rotary Rig.	8	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
b)	Fully Automatic and Computerized Batching Plant (60 Cum/h minimum with an RO of suitable capacity for proper quality of water) Note : i) consent to establish and consent to operate is to be taken by contractor ii) Arrangement of water for production of concrete & curing at batching plant and at site to be made by contractor	2	10
c)	Boom placer for concreting of adequate capacity.	5	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
d)	Cranes for launching in – (i) Viaduct for U-Girder, I-Girder & Pier caps. (ii) Station for Cross beams, π - beams, Cross Arms.	4 nos. (Minimum capacity of 350/400 T) 4 nos. (Minimum capacity of 350/400 T)	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
e)	Launcher for viaduct, fully automatic, capable of negotiating 200m radius curve & 4% gradient, speed of trolley carrying U-girder for launching with load 2 Km/hr & without load 3 km/hr.	Need Based	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
f)	Gantry of suitable capacity in casting yard.	As per yard layout	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
g)	Minimum no. of pre-casting beds/moulds (typical) (i) U – girder in Viaduct & station	2 beds of 5 U- girders in each (each bed for 5 U- girders at a time)	-----
	(ii) Pier caps (a) For standard Pier cap	8	-----

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	(b) For cantilever Pier cap	2	
	(iii) PSC Girder	5	-----
h)	Transit Mixtures.	10	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
i)	2 nd generation pick and carry hydra	5	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
j)	Trailers for carrying U-Girders- 175T minimum capacity (For lifting U-girder from casting yard to feeding point to the launcher)	4	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
k)	Gantry crane/ Cranes at feeding point for launching U-girder	1 set	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
l)	Survey Instruments (Total Station)	4	10
m)	Lab testing equipments- fully equipped for site tests.	As per guideline	-----

UNDERTAKING:

We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipments over and above the minimum numbers indicated above, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

INSTRUCTIONS TO TENDERERS

Annexure 6 (As per Clause C18.1)

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called "the Bank") are bound unto Noida Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated for(Name of the work as per clause 1.1.1 of NIT) hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. as Tender Security against the Tenderer's offer as aforesaid.

AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:
 - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
 - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
 - c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till (date to be filled up) (date to be filled as mentioned in Clause 1.1.2 of NIT)
 - e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. if the Tenderer does not accept the correction of his tender price in terms of Clause E5.2 of the "Instructions to Tenderers".
- c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - i. fails or refuses to furnish the Performance Security in accordance with Clause F 5.1 of the "Instructions to Tenderers" and/or
 - ii. fails or refuses to enter into a Contract within the time limit specified in Clause F4 of the "Instructions to Tenderers".

We undertake to pay to the Employer mere on demand without demur up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR.NOIDA SEC-4, ECOTECH-12,GR.NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

5. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b) This Bank Guarantee shall be valid upto.....
- 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.....

**Signature of
Authorized Official of the Bank**

Signature of Witness

Name of Official

Name :

Designation

Address :

Stamp/Seal

of the Bank

Notes:

- 1. Please note that, as per clause C18.1, any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.
- 2. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- 3. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR.NOIDA SEC-4, ECOTECH-12,GR.NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

INSTRUCTIONS TO TENDERERS

Annexure – 6A-Deleted

INSTRUCTIONS TO TENDERERS

Annexure 7 (As per Clause F5.1)

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause F5 of "Instructions to Tenderers")

1. This deed of Guarantee made this day of (month & year) between Bank of (hereinafter called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Noida Metro Rail Corporation Limited has awarded the contract for (Name of work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid shall be as stated in Clause 4.2.1 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment thereof shall in no way relieve the bank of their liability under this deed.

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

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

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

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

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

Witness 1.

Signature.....

Name.....

Address.....

Witness 2.

Signature.....

Name.....

Address.....

Notes:

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

INSTRUCTIONS TO TENDERERS

Annexure 7A

(As per Clause C12.3 of ITT)

FORM OF ADDITIONAL BANK GUARANTEE

1. This deed of Guarantee made this day of (month & year) between Bank of (here in after called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Noida Metro Rail Corporation Limited has awarded the contract for (Name of work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract clause no. C12.3 of ITT to submit to the Employer, a Additional Bank Guarantee for a total amount (equal to 1% of contract value as per LOA) of Rs. (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (Six months) longer than the anticipated expiry date of Defect Liability Period as stated in Clause 4.2.1 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agree to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR.NOIDA SEC-4, ECOTECH-12,GR.NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

by the Employer for the payment thereof shall in no way relieve the bank of their liability under this deed.

11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

12. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b) This Bank Guarantee shall be valid upto.....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

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

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

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

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

Witness 1.

Signature.....

Name.....

Address.....

Witness 2.

Signature.....

Name.....

Address.....

Notes:

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

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR.NOIDA SEC-4, ECOTECH-12,GR.NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

INSTRUCTIONS TO TENDERERS

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

PROFORMA FOR BANKING REFERENCE FOR LIQUIDITY

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

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 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_____



NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

CONTRACT NO: NGNC-01

E Tender No.: NMRC/Civil/NGNC/123 R/2020

TENDER DOCUMENTS

VOLUME 1

FORM OF TENDER (FOT)

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

CONTRACT NO: NGNC-01

TENDER DOCUMENTS

VOLUME 1

FORM OF TENDER

CONTRACT “NGNC-01”

FORM OF TENDER

Date:

To,

The GM/ Technical,

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

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project.

CONTRACT NGNC-01

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Condition of Contract on Safety & Health and Environment, Outline Design Specifications), Outline Construction Specifications for Civil Works, Tender Drawings, Geotechnical Investigation Report and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the NMRC for the design and construction of the above-mentioned Works, and the matters set out in **Appendix 1** hereto, and having completed and prepared Appendices **2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 17A, 18, 19, 19A, 20, 21, 22, 23 & 24** hereto, we hereby (jointly and severally)* offer to design, construct and complete the whole of the said Works and Commissioning 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 Bill of Quantities (Volume 6 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) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the NMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
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. We acknowledge that the Appendix forms an integral part of the Tender.
8. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
9. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
10. We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with **C11 of ITT**.
11. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with **C11 of ITT**.
12. We are not participating, as a Tenderer, in more than one tender in this tendering process and we are not sub-contractor to any other tenderer participating in this tendering process in accordance with **A5 of ITT**.
13. We do hereby undertake that we have not been banned for business by NMRC/ Any other Metro Organisation (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries and also that none of our work was rescinded/terminated by NMRC/ Any other Metro Organisation (100% owned by Govt.) after award of contract during last 3 years due to non-performance.

We are, Gentlemen,

Yours faithfully,

Signature:

Date-----

Name-----

For and on behalf of.....

Address

Signature:

Date-----

Name-----

For and on behalf of.....

Address

Witness:

Signature:-----

Date-----

Name-----

Address-----

Witness:

Signature:-----

Date-----

Name-----

Address-----

FORM OF TENDER – APPENDIX-1

REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT

S. No.	DESCRIPTION	REF. TO CLAUSE NO.	REQUIREMENT
i	Amount of Performance Security	Clause 4.2 of the 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 Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC.
ii	Latest 'date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed
iii	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	24 Months
iv	Liquidated Damages	Clause 8.5 of the GCC	(i) Liquidated damages shall be levied as given in Appendix 2B of Employer's Requirements for not achieving the respective key date. (ii) The maximum limit of Liquidated Damages shall be 10% of the total Contract Value. (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
v	'Defects Liability Period' for the whole of the Works	Clause 10 of the GCC	52 weeks after the date of issue of Taking-Over Certificate for the Whole of the Works.
vi	Amount of advance payment	Clause 11.2 of the GCC	As per clause 11.2 of GCC
vii	Amount of Professional Indemnity Insurance (PII)	Clause 15.1 and 15.5 of the GCC	AOA (any one accident) limit equal to 6% of the contract value against Schedule 'A' of BOQ in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity insurance Policy the deductible amount shall not be more than 5% of AOA limit. PII Policy shall be obtained within four weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate'. Wherever the contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee shall be retained till required validity period. The

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

			contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.
viii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	100% of the Total Contract Price.
ix	Amount of Third Party Insurance	Clause 5.8 and 15.3 of the GCC	INR 0.50 Million for any one incident, with number of incidents unlimited.
x	Contract Key Dates	Clause 8.5 of the GCC	Refer Appendix 2B of the Employer's Requirement
xi	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 2 weeks from the "date of commencement"
xii	(a) Contractor's Name and Address	GCC clause 18.1 (Tenderer to Complete)
	(b) Employer's Name and Address	GCC clause 18.2	Noida Metro Rail Corporation (NMRC) Limited Block-III, 3 rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India

Date :

Place :

Signature of authorized signatory of Tenderer

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER - APPENDIX 2

BILL OF QUANTITIES / PRICING DOCUMENT

Bill of Quantities & Schedule of Payments (**Volume 6** of the tender document) duly completed in all respect is to be submitted as **Appendix-2** only in Package 2 – Financial Package.

FORM OF TENDER - APPENDIX 3

OUTLINE QUALITY PLAN

The Contractor shall establish and maintain a Quality Assurance System in design and construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

The Tenderer shall submit as part of his Tender an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

The Tenderer may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a plan.

FORM OF TENDER - APPENDIX 4

OUTLINE SAFETY & HEALTH PLAN AND OUTLINE ENVIRONMENT PLAN

The Tenderer shall submit as part of his Tender an Outline Safety & Health Plan and Outline Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient compliance to the conditions of contract on Safety & Health and Environment. The Outline Safety & Health Plan and Outline Environment Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety & Health and Environment as required by **Clause 4.16 and 4.17 of the GCC.**

The Outline Safety & Health Plan and Outline Environment Plan shall be headed with a formal statement of policy in relation to Safety & Health and Environment protection and shall be sufficiently informative to define the Tenderer's plans and set out in summary an adequate basis for the development of the Site Safety & Health Plan and Site Environment Plan to be submitted in accordance with **Clause 4.16 and 4.17 of the GCC.**

The Tenderer may be requested to amplify, explain or develop his Outline Safety & Health Plan and Outline Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such plans.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER - APPENDIX 5

TENDERER'S TECHNICAL PROPOSALS

The Tenderer shall prepare his Technical Proposals based on the contents of **Clause C2, Clause C6 and Annexure 1 of the Instructions to Tenderers.**

**FORM OF TENDER - APPENDIX 6
GENERAL INFORMATION ABOUT THE TENDERER**

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company /	
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:) : <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Memorandum & Article of Association in case of a Public/Private limited company. c) Authorization/POA in favour of authorized signatory of tenderer to sign the tender <p>Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with NMRC related to the tender.</p>		

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER - APPENDIX 7

STAFFING SCHEDULES AND ORGANISATION CHART

1. We hereby confirm to deploy the minimum project personnel as per Annexure-3 of ITT and with prescribe qualifications and experiences as detailed in Annexure-4 of ITT.

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

Note: The Tenderer shall provide a complete Staffing Schedule and Organisation Chart he proposes for the work which has to satisfy the requirement of item 1 above.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER - APPENDIX 8

SCHEDULE OF COMPONENTS MANUFACTURED OFFSHORE

Schedule of Components Manufactured Offshore

Item	Description of Plant to be Imported
	(to be produced and submitted by Tenderers)

FORM OF TENDER - APPENDIX 9

TENDER INDEX

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within **Tender Package 1: Technical Package** and **Tender Package 2: Financial Package** which the Tenderer intends to be the responses to each and every one of those requirements.

The Tender Packages submitted must be clearly presented, all pages numbered and aid out in a logical sequence with main and subheadings to facilitate evaluation.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER - APPENDIX 10

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

1. We hereby confirm to deploy the resources as per mentioned in Annexure-5 of ITT.
2. We also confirm to deploy plants & equipments over and above the numbers indicated as per Annexure-5, if the work requires so.

Seal & Signature of Authorized Signatory of the Tenderer

NOTE: The Tenderer shall provide complete details of Resource Plants & Equipments, he proposes for the work which has to satisfy the requirement of item 1 & 2 above.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

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

UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been , or will be, paid and that the tender price will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER- APPENDIX-12
[As per Clause C2.2 (m)]
COPYRIGHT UNDERTAKING

To,

Date

The GM/ Technical,

Noida Metro Rail Corporation (NMRC) Limited,

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

District Gautam Budh Nagar, Uttar Pradesh, India

LETTER OF UNDERTAKING

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project.

We, _____ (name of tenderer / joint venture) hereby undertake that the downloaded tender documents and drawings as a necessary part of our preparation of this tender, shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by Noida Metro Rail Corporation Limited 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)

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

**FORM OF TENDER- APPENDIX 13
PROFORMA FOR STATEMENT OF MINOR DEVIATIONS**

(Refer **Clause C 15.1** of ITT)

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 withdrawal of each deviation/s is given in Annexure-13A of financial package (Yes/No)

Note :

1. The Tenderer shall indicate price adjustment against each deviation in Annexure-13A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Proforma 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 Appendix, it will have no effect.

Signature of authorized signatory on behalf of Tenderer

FORM OF TENDER – APPENDIX 14

[As per clause C8]

TENTATIVE PROJECT IMPLEMENTATION PROGRAMME

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

FORM OF TENDER – APPENDIX 15

[As per clause E4.2]

FINANCIAL DATA

(CONSTRUCTION WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)

NAME OF THE BIDDER :

(All amounts in Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2014-15	Year 2015-16	Year 2016-17	Year 2017-18	Year 2018-19
1	2	3	4	5	6	7
	Total value of Construction Work done as per audited financial statements					

NOTE:

1. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
2. All such documents reflect the financial data of the tenderer
3. Historic financial statements must be complete, including all notes to the financial statements.
4. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e.-2014-15, 2015-16, 2016-17, 2017-18 and 2018-19.
5. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number and Firm Registration Number.
6. The above financial data will be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
7. The Years mentioned in the table are indicative only. Financial Data (updated as per Note 7 above) for latest last 5 (Five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

FORM OF TENDER –APPENDIX 16

[As per clause E4.2]

FINANCIAL DATA

(Commitment for On-going Works / Works in hand)

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

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant (s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on the last day of the previous month of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next 24 months with effect from the first day of the month of tender submission
TOTAL							

Note:

The above Annexure shall be certified by Chartered Accountant in original under his signature, stamp and membership number and Firm Registration Number.

FORM OF TENDER - APPENDIX 17

CONSTRUCTION WORK EXPERIENCE

Tenderer's legal name Date.....

For works as stipulated under clause no. 1.1.3.2 A and 1.1.3.1 (vii) (b) of NIT (considering escalation as per Notes No. (d) of Clause 1.1.3.2 of NIT)

Construction Work Experience		
Similar Contract Number _____ of _____ required		
Contract Identification		
Award date		
Completion date		
Employer's Name		
Employer's Address:		
Telephone / Fax number:		
E Mail		
Role in Contract (Individual/JV-Consortium member/sub-contractor)	Individual	JV/Consortium Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at _____ price level
If JV member specify percentage participation in contract & amount (Please refer Note-1 below)	% participation	In equivalent INR at _____ price level
Length of Viaduct (which may include station along with Viaduct), No. of Stations along with its plan area /Bridge/Flyover (excluding approaches & embankments)		In case of JV/Consortium, actual length executed by the Applicant (duly substantiated with Client Certificate)

NOTE:

1. Only the value of contract as executed by the tenderer 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 should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. If the viaduct/bridge/flyover work includes other works such as approaches, road, non-prestressed superstructure etc. than the client's certificate clearly indicating the amount for the viaduct/bridge/flyover shall be furnished by the tenderer along with their submissions.

FORM OF TENDER - APPENDIX -17A

Summary of Information provided in Appendix 17

Applicant's legal name Date.....

Name of Applicant	Total Number of works As per clause no. 1.1.3.2 A of NIT at the price level of as on the last day of the previous month of tender submission	Total Number of works As per clause no. 1.1.3.1 (vii) (b) of NIT at the price level of as on the last day of the previous month of tender submission	No. of contracts delayed, i.e., completed beyond the original date of completion

NOTE:-

1. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.

FORM OF TENDER – APPENDIX 18
FINANCIAL DATA
(FINANCIAL STANDING)

Applicant's legal nameDate.....

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2014-15	Year 2015-16	Year 2016-17	Year 2017-18	Year 2018-19
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Working Capital [=2 - 4]					
9.	Return on Equity					
10.	Annual turnover (from construction work)					
11.	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. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
2. Historic financial statements must be complete, including all notes to the financial statements.
3. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e.2014-15, 2015-16, 2016-17, 2017-18 and 2018-19.
4. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Share holders equity does not include preferred shares.
5. This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number and Firm Registration Number.
6. The Years mentioned in the table are indicative only. Financial Data for latest last 5 (Five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER - APPENDIX 19

(Undertaking as per clause 1.1.3.1 v(a) & v(b) of NIT)

We do hereby undertake that NMRC/ Any Other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed individually , has not been rescinded/ terminated by NMRC/ Any Other Metro Organization (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER- Appendix- 19A

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

(to be submitted by each member of the JV/Consortium separately)

- (i) We do hereby undertake that following is the list of all the on-going Civil Engineering works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed Civil Engineering Works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.

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

JV/Consortium Member's legal name..... Page Of..... Pages

S.no.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Performance of work.	Performance based on
				* Satisfactory/ unsatisfactory	*Client's certificate/ Undertaking by tenderer
1					
2					
Add required number of rows					

* Strikethrough whichever is not applicable.

- (ii) We also do hereby undertake that the performance of works has been indicated above for all the works which are either based on client/Employer certificate or our undertaking. We also understand that NMRC at its sole discretion may get performance of any such work, for which undertaking of satisfactory performance has been given by us, directly from the Client / Employer for the Works listed above and if performance from Client / Employer for such work is found to be unsatisfactory, we shall be considered non-complaint to the tender condition.

Note:

- The tenderer may either submit satisfactory performance Certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non submission of either satisfactory performance Certificate from Client / Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) below.
- If the tenderer has reported four or less number of works in the Appendix 19A then there should not be any unsatisfactory performance in any of the works of tenderer. Otherwise, the tenderer shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

tenderer in more than 20% of the works reported in the Appendix 19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.

- c) If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as "fraudulent Practice" under clause 4.33.1a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b) & 13.2.1 of GCC.
- e) The undertaking shall be signed by authorized signatory of the tenderer.

Stamp & Signature of Authorized Signatory

Example:

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

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER - Appendix- 20

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

(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) of value more than 10% of NIT cost of work executed either individually during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

2. The undertaking shall be signed by authorized signatory of the tenderer.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC - 122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER - Appendix- 21

(Undertaking as per clause 1.1.3.1vi of NIT)

(UNDERTAKING FOR FINANCIAL STABILITY)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

1. The undertaking shall be signed by authorized signatory of the tenderer.
-

FORM OF TENDER- Appendix- 22

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents (as named in Clause 1.1.4 of NIT)/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [<https://etender.up.nic.in>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER- Appendix- 23

(Undertaking as per Clause 1.1.3.1 ix (d) of NIT)

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum local content of 60% (as specified in Clause 1.1.3.1 ix of NIT).

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

We also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, **after completion of works to the Engineer.**

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause 1.1.3.1 ix of NIT.
2. The undertaking shall be signed by authorized signatory of the tenderer.

Contract NGNC-01: Part Design and Construction of Elevated Viaduct and 5 elevated stations viz NOIDA SEC -122, NOIDA SEC-123, GR. NOIDA SEC-4, ECOTECH-12, GR. NOIDA SEC-2, (excluding Architectural finishing Works and PEB works of stations) from Chainage 0.00 m to Chainage 9605 m of Noida -Greater Noida Metro Rail Project

FORM OF TENDER- Appendix- 24

Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition

S. No.	Description of Items (Goods/Works/Services)	Vendor	Location	% of Local content

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. The data in the above format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number and firm registration number **when the value of procurement of goods, works or services is in excess of Rs. 10 Crore.**