

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project



NOIDA METRO RAIL CORPORATION LIMITED

Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of Aqua line Extension Corridor of NOIDA Metro Rail Project.

CONTRACT NO: NGNE-01

E-tender : NMRC/Project/OHE Design/NGNE/185/2022

TENDER DOCUMENTS

VOLUME 1

INSTRUCTION TO TENDERERS (ITT)

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

NMRC/NGNE-01/Vol-1/ITT

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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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:-Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project.**”

A1.1 The Scope of Work for this contract is further described in the Volume 3 of tender documents.

A2. Source of Funds

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

A3. Eligible Tenderers

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 the Tenderer

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 punitive measures.

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.

Cost of Tendering

A6. The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A7. Site Visits

A7.1 The Tenderer is advised to visit and examine the 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

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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. 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:- Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of 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)

Volume 3

- Scope of Works

Outline Design Criteria

Volume 4

- Financial Package

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

Not used.

B3. Clarification of Tender Documents

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

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

shall seek clarification from DGM/Electrical by uploading the same on NMRC e-tendering portal, 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 DGM/Electrical, 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 DGM/Electrical

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.

B. 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 "Contract"
- Financial Package of "" as per the provisions given in clause C15 below.

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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

Financial Package shall contain Volume-4 (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 Undertaking for Tender Security Declaration,, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender. 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 Tenderate-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
- (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 C4 below);
- (e) Appendix 4 to the Form of Tender: Not used.
- (f) Appendix 5 to the Form of Tender: Consultant's Technical Proposals (see para C6);
- (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 paragraph C12);
- (i) Appendix 8 to the Form of Tender: Not used.
- (j) Appendix 9 to the Form of Tender: Tender Index (See paragraph C23);
- (k) Appendix 10 to the Form of Tender: Not used.
- (l) Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- (m) Appendix 12 to the Form of Tender: Copyright Undertaking (see paragraph E2)
- (n) Appendix 13 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 tenderer 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)

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

- (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 Appendix24 to the Form of Tender: Undertaking as per Clause 1.1.3.1 ix of NIT.
- (z) Appendix 24 performa for submission of list of the Goods, work & services tentatively proposed to be offered with local value addition
- (aa) Appendix 25Not used
- (bb) Appendix 26 Not used
- (cc) Appendix 27 to the Form of Tender: Undertaking for restriction of bidders which shares land border with India.

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 authorised signatory of the tenderer.

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3(a)-C2.3(i) inclusive. Such documents will be used for the purposes of evaluating and analyzing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs 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 Methodology (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 : Not used;
- (g) Proposals for use of Works Areas given to him by submitting the layouts showing fabrication and storage areas: Not used;
- (h) Any further documents which are requested in writing by Employer before submission of the TenderbywayofevaluationdocumentsbutwhicharenottoformpartoftheContract;
- (i) Following information shall be furnished:
 - (A) DDC works: **JV/Consortium are not allowed to participate in Tender process**

(i) Extent of participation by each member of the consortium in terms of

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

percentage of the value of the proposed Contract.

Member	%of participation
A	
B	
C	

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

(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 an yearly basis, pertaining to **Detail Design Consultancy Works**, to be completed during the next **30 months** from the first date of the month of the tender submission.

Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency.

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 Consultant shall arrange for the remit of the refund to the Employer. In case of failure by the Consultant to remit such amounts, the same shall be recovered from amounts due for payment to the Consultant.

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 Not used.

C2.6 **The tenderers must note the following:**

a) **Not Used.**

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

The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty, fluctuation in the rates of exchange between the foreign currencies of the contract and Indian Rupees from the last date of submission of tender or levy till the completion date including the date of extended period of contract.

c) GST is included in the NIT value. 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 and GSTR-3B 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.

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

- 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 the currencies as stipulated in Financial Package (Volume-4) of tender documents.

C3. Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C4. 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 Scope of Work & Design Criteria (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required. 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

Not used.

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 Consultant's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Scope of Work & Design Criteria (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Consultant's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

C7. Designer

- C7.1 The Tenderer should note the requirements of warranties and obligations contained in Clause 35 of GCC.

- C7.2 Not used.

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

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

Programme.

C9. Manufacture, Installation and Construction Methods

Not used.

C10. Payment Schedule:

The payment for items given in Bill of Quantity(Volume 4) shall be made on the basis of actually completed works.

C11. Sub-Contracts

C11.1 Sub-contracting 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 Consultant. All the sub-contractors are to be approved from NMRC.

C11.2 Not used.

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 In case the successful tenderer is a JV/Consortium having a foreign partner and if the experience of Electrical works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the foreign partner shall submit an additional Bank Guarantee (In addition of performance security) of an amount equal to 10% of the contract value as per LOA for the fulfillment of the condition of deployment of key staff and the expatriate Project Manager for the project. This bank guarantee shall be valid up to 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

Not used.

C14. Proposals for Use of Work Areas

Not used.

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

C15. Pricing Document

- C15.1 The Pricing Document is included in Bill of Quantities; Volume4. 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 key dates as given in Appendix-1 of SCC. These are to be adhered to strictly failing which Liquidated Damages as mentioned against each key date shall be levied to the consultant. Prior to Date of Commencement, Key Dates will be converted to calendar dates.

C16. Currencies of Tender and Payment

- C16.1 The Tenderer shall give his priced offer for BOQ in the currencies as stipulated in the BOQ (Volume-4) of tender documents.

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. A Tenderer agreeing to the request will not be required or permitted to modify his tender, 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. 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 DGM/Electrical

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 **Tender security/ EMD:Tenderer shall upload scanned copy of Undertaking for Tender Security Declaration as per Annexure-6 of ITT at the time of online bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.**

C18.1.3 Not used

- 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:

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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 ,GautamBudh Nagar, Uttar Pradesh -201301	A/c No. 37707840592	Current	IFSC Code: SBIN0004077

C18.2 If Undertaking for Tender Security Declaration is not submitted by a tenderer or is not in prescribed format, 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 Deleted..

C18.4 Deleted.

C18.5 The tenderer shall submit an undertaking as per Annexure-6 of ITT that in the following cases, the tenderer shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of NMRC for a period as specified in table below

S.No.	Case	Period of ban*
1.	a) if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Package (in case of two package system); or	One year
2.	a) if we resile or withdraw our Tender during the period of Tender evaluation in case of single package system ; or b) if we do not accept the correction of our Tender price, in terms of Clause E5.2 of ITT, during evaluation of Financial Proposal; or c) if, having been notified of the acceptance of our Tender by NMRC during the period of tender validity, we (i) fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in Clause F3.1 of ITT and/or (ii) fail or refuse to furnish the Performance Security in accordance with Clause F5.1 of ITT & Clause 3.2 4.2.4 of GCC and/or (iii)) fail or refuse to enter into a Contract within the time limit specified in clause F4 of ITT.	In all the cases Two years

* Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of LOA, as the case may be

C19. Performance Guarantee, Undertaking and Warranties

Please refer clause 3.2& 35 of G.C.C. and subclause 3 of SCC

C20. Staff

The Consultant is responsible for arranging staff for the required duration of the project to the satisfaction of NMRC.

C21. Other Contractors

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

Not used.

C22. Insurance

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

C23. Tender Index

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within **Contract** Technical Package and **Contract** 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 authorised 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.

C. Submission of Tenders

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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 deleted

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 be sent to the office of **DGM/Electrical**

D1.3 The bidders will be required to upload scanned copy of Undertaking for Tender Security Declaration as per Annexure-6 of ITT at the time of online bid submission and copies of Undertaking for Tender Security Declaration are not required to be sent to the office of DGM/Electrical.

D1.4 Deleted

D1.5 Deleted

D1.6 Deleted

D1.7 Deleted

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-tendering portal <http://etender.up.nic.in> before the due date and time of tender 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.

D2.4 Deleted

D2.5 Deleted

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 action as per Undertaking for Tender Security Declaration t

D. Tender Opening and Evaluation

E1. Tender Opening

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

- E1.1 Uploaded scanned copy of Undertaking for Tender Security Declaration as per Annexure-6 of ITT will be checked first. Tenders of those tenderers who have not submitted Undertaking for Tender Security Declaration or it is not in prescribed format 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 through online mode by cross verifying with the details of online transaction.
- E1.3 The Technical Package of all tenderers who have submitted Undertaking for Tender Security Declaration in prescribed format 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 DGM/Electrical, NMRC Block-III, IIIrd Floor, Ganga Shopping Complex, Sector-29, Noida-201301, Uttar Pradesh. 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, and 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 tenderer's 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 DGM/Electrical

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 Undertaking for Tender Security Declaration in prescribed format. Tenders not accompanied with the Undertaking for Tender Security Declaration in prescribed format shall be rejected and

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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 Undertaking for Tender Security Declaration with regards to 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 Undertaking for Tender Security Declaration as per clause C-18 of ITT.

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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 tender evaluation.

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

E5.2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern 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 action shall be taken as per Undertaking for Tender Security Declaration .

E5.3 Comparison of Tenders

Tenders will be compared in **Indian Rupees** only..

E5.4 If any change in the Employer's Requirements is considered necessary during technical

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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 design processes.

E. 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 allTenders

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 Undertaking for Tender Security Declaration, the Employer may terminate the Contract in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

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.

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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.

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 Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per Annum shall be charged for the delay for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security even after 60 days from the date of Issue of LOA, the Contract shall be terminated duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed contractor shall be debarred not only from participating in re-tender for that work but also in any tender of NMRC for a period of one year from date of issue of LOA.

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 foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) 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:

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

(b) Bank Draft in favour of Noida Metro Rail Corporation Ltd. payable at Noida from a Scheduled Commercial Bank based in India.

(c) Fixed Deposit Receipt of a Scheduled Commercial bank / Post offices based in India duly pledged in favour of Noida Metro Rail Corporation Ltd.

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

The successful tenderer has the following options for submission of Bank Guarantee for Performance Security:

(a) One Bank Guarantee for an amount of 3% of Contract value valid upto 6 months beyond the Defect Liability Period,

(b) Deleted.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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 F3, F4 and F5 shall constitute sufficient grounds for the annulment of the award and action shall be taken as per Undertaking for Tender Security Declaration.

Instructions to Tenderers

Annexure 1 [As per clause C6.1]

Requirements for Tenderer's Technical Proposals

- 1 The Tenderer's attention is drawn to Clause 1 of the General Conditions of Contract in which terms are defined.
- 2 The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Scope of Work & Outline Design Criteria 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.
- 3 The Technical Proposal should cover in detail the following:

Understanding and comprehension of the work involved.

The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant. In addition, the technical proposal shall contain:

- A detailed overall work programme and a bar chart indicating the duration and timing of assignment of each key staff or other staff member assigned to the project.
- An organisation chart together with clear description of the responsibilities of each member within the overall work programme as prescribed in clause 1.1.3.4 of NIT. Sufficient proof shall be submitted to substantiate the qualification and experience of staff deployed.
- The technical proposal will be evaluated based on the capabilities /technical strength of staff proposed to be deployed.
- A task list of deliverables and delivery dates, and the person responsible for performing the deliverable.
- The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. (The majority of the key staff shall be regular members of the firm for at least six months and all members of Expertise team shall be regular employees).
- The details of the name, background and CV of any sub-contracted staff with their consent letter who will be employed on the project.
- The names and addresses of any firm who may be given sub-contracts with details of their experience in the Noida or other areas.
- The details of equipment and laboratory facilities with such subcontractors/ sub consultants shall be provided.

Details of design facilities, together with their location.

The above details should be submitted separately for comparative study and design works. The offer should cover the entire scope of work, as laid out in tender documents

Upon his appointment, the DDC shall promptly commence setting up its exclusive organization to the satisfaction of NMRC. NMRC shall provide a suitable office space in Noida for the DDC so as to have close coordination with GC/Engineer for various services.

Instruction 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 Key Dates.
- 2) The Tender Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show the co-ordination with System wide Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- 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 the Tenderer.
- 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.
- 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.

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

INSTRUCTIONS TO TENDERERS

Annexure-3 [As per clause C12.1]

Project Organization should be as under:

S. No.	Description	Requirement (in nos.)	Experience Required	Minimum Time Period of Deployment (Man month)
1	Chief Project Manager	1	10 Years	During the Currency of the Contract as required
2	Systems Design Engineer for each system as per requirement	1	8 years in relevant field	
6	Supporting Staff	As required		

Note: The Chief Project Manager and System Design Engineer must have an experience of successful design, as applicable, of One such similar project in any of the metro organisation during last 7 yrs.

Design Period: Till the completion of activities 01 to 5 in Appendix C (Schedule of Payment) of Volume-4 (Financial Package).

Clauses of Experts deployment

- All of the above experts should be graduates in Electrical Engineering, except for Design Engineer (SCADA) and Civil & Structural Engineer. Design Engineer (SCADA) can be graduate in Electrical/Electronics/Computer Engineering and Civil & Structural Engineer should be graduate in Civil Engineering.
All the above experts should be fluent in English Language.
- Above clause specifies the minimum period of deployment of expert for this project in India. The above deployment can in different and multiple blocks of time period varying/distributed throughout the contract period.
Minimum deployment of expert or expat shall be for one months' time block at one stretch in all the cases as agreed mutually.
- The deployment schedule (for each expert) shall be proposed by DDC and approved by NMRC.
- No additional payment shall be done for the deployment of experts for the work described in scope of work and other clause in the tender.
- Irrespective of length of deployment of expert1s, the DDC has to carry out the works and activities specified in tender without any extra cost. However, if project gets extended/delayed due to no fault of consultant, then payment for additional deployment of manpower as instructed by NMRC for Chief Project Manager / Design Engineers will be paid as per the rates quoted for Statement No.3 Activity – II of Volume-4 (Financial Package).
- The prices of design period and minimum deployment after design as per project organisation table are included in contract amount. Design period is considered till the completion of activities 01 to 5 in Appendix C (Schedule of Payment) of Volume-4 (Financial Package).

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

7. For any additional corridor, deployment of experts in India for additional period will be required, same shall be paid extra as per rates quoted for Statement No.3 Activity-II of Volume-4 (Financial Package).
8. Mobilisation of Experts should be arranged by the DDC. For deployment of the local staff a notice will be issued 15 days in advance. Failure to deploy the staff by the end of notice period, action will be taken accordingly as per following clauses.
9. It should be ensured that Project (Design) Organisation is maintained throughout contract period up to ROD and must be made available upon requirement else NMRC shall arrange alternative Design Expert at the risk and cost of contractor (DDC) and cost for deployment of expert shall be deducted/charged from DDC or shall be recovered/deducted in the bill.
10. Irrespective of above, for non-deployment of experts a penalty would be imposed upon the contractor and cost would be recovered at the rates quoted by the DDC for Statement No.3 Activity-II of Volume-4 (Financial Package) of this contract.
11. For every payment of bill, the contractor and Engineer should certify that Experts as per deployment schedule have been deployed in India on this project as per the Agreed deployment schedule, or else penalty and cost recovery for alternative experts as per above clause has been proposed for deduction from the bill.
12. The successful tenderer will provide the above manpower as per requirement mutually agreed by Designer and NMRC officials.
13. Bio-data and other relevant document shall be furnished along with the offer. The Bio-data should clearly bring out relevant experience in specific core area.

The above experts and expats should be graduates in relevant discipline and should have minimum design experience in relevant field as mentioned in clause 1.1.3.4 of NIT.

Bio-data and other relevant document shall be furnished along with the offer. The Bio-data should clearly bring out relevant experience.

INSTRUCTIONS TO TENDERERS

Annexure-4 [As per clause C12.1]

MINIMUM ORGANISATION STRUCTURE REQUIRED

(Minimum deployment shall be as per NIT clause 1.1.3.4)

INSTRUCTIONS TO TENDERERS

Annexure-5 [As per clause C 13]

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

NOT USED

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

Instructions to Tenderers

Annexure 6 (As per Clause C18.1)

UNDERTAKING FOR TENDER SECURITY DECLARATION

We, _____ (Legal Name of Tenderer / JV / Consortium) hereby confirm that we are submitting the tender _____ (Name of the work as per Clause 1.1.1 of NIT) floated by NMRC.

We do hereby undertake that in the following cases, we shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of NMRC for a period as specified in table below:

S.No.	Case	Period of ban*
1.	a) if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Package (in case of two package system); or	One year
2.	a) if we resile or withdraw our Tender during the period of Tender evaluation in case of single package system ; or b) if we do not accept the correction of our Tender price, in terms of Clause E5.2 of ITT, during evaluation of Financial Proposal; or c) if, having been notified of the acceptance of our Tender by NMRC during the period of tender validity, we (i) fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in Clause F3.1 of ITT and/or (ii) fail or refuse to furnish the Performance Security in accordance with Clause F5.1 of ITT & Clause 3.2 4.2.4 of GCC and/or (iii) fail or refuse to enter into a Contract within the time limit specified in Clause F4 of ITT	In all the cases Two years

* Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of LOA, as the case may be.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.
2. In case of JV/Consortium, above action of debarment shall be taken against each of the constituent members of JV/Consortium

Instructions to Bidders

Annexure – 6A

Deleted

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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.....(herein after called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Where as 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 WHERE AS 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 F.5.1 of the "Instructions to Tenderers".)
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 by the Employer for the payment hereof 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

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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
3. The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.
5. Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:-

Code	Purpose
MT760	Confirmation of Bank Guarantee
MT767	Amendment in bank Guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Employer.

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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 (herein 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.)
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.

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

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.
3. The ‘Bank Guarantee’ must be issued on the Structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer’s bank through SFMS. The details of Employer’s bank are as under.
5. Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:-

Code	Purpose
MT760	Confirmation of Bank Guarantee

Contract NGN OHE-01 Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

MT767	Amendment in bank Guarantee
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6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Employer.

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)

Not used

