

NOIDA METRO RAIL CORPORATION LTD.

Name of Tender -General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.”

E-Tender no. -NMRC/Projects/NGNEGC/2026/454

**ADDENDUM-1
SUMMARY SHEET**

Sr. No.	Volume	Document Name	Clause No./Item No.	Page No.	Addendum/Corrigendum	Remarks
1	Volume-1	NIT	1.1.3.1 (i)	5	Clause no. 1.1.3.1(i) is modified	Replace NIT's Page 5 by 5R.
2	Volume-1	NIT	1.1.3.1 (vi)	9	Clause no. 1.1.3.1(vi) is modified	Replace NIT's Page 9 by 9R.
3	Volume-1	NIT	1.1.3.3	19	Clause no. 1.1.3.3 is modified	Replace NIT's Page 19 by 19R.
4	Volume-1	NIT	1.1.13	21	Clause no. 1.1.13 is modified	Replace NIT's Page 21 by 21R.
5	Volume-1	ITT	C 2.6	12	Clause no. C 2.6 is modified	Replace ITT's Page 12 by 12R.
6	Volume-1	ITT	F 2.2	26	Clause no. F 2.2 is modified	Replace ITT's Page 26 by 26R.
7	Volume-1	ITT	Annexure 1 Table 1 Sl no 2.2	31	Sl no 2.2 of Table 1 is modified	Replace ITT's Page 31 by 31R.
8	Volume-1	ITT	Annexure 1 Table 3 Sl no 2	36	Sl no 2 of Table 3 is modified	Replace ITT's Page 36 by 36R.
9	Volume-1	ITT	Annexure 1 Table 3 Sl no 28	40	Sl no 28 of Table 3 is modified	Replace ITT's Page 40 by 40R.
10	Volume-1	FOT	Form of Tender	5	Sl.No 7 is modified	Replace ITT's Page 5 by 5R.
11	Volume 1	FOT	Appendix 1	7	Sl.No III & IV is modified	Replace ITT's Page 7 by 7R.
12	Volume 1	FOT	Appendix 1	8	Sl.No VII,IX & X is modified	Replace ITT's Page 8 by 8R.
13	Volume 1	FOT	Appendix 6	16	Appendix 6 Note (5) is modified	Replace ITT's Page 16 by 16R.
14	Volume 1	FOT	Appendix 17A	32	Appendix 17A Note (d) is modified	Replace ITT's Page 32 by 32R.
15	Volume 1	FOT	Appendix 22	37	Appendix 22 and note (1) is modified	Replace ITT's Page 37 by 37R.
16	Volume 1	FOT	Appendix 25	40	Appendix 25 Note (3) is modified	Replace ITT's Page 40 by 40R.
17	Volume-2	GCC	3.2.1	4	Clause no. 3.2.1 is modified	Replace GCC's Page 4 by 4R.
18	Volume-2	GCC	3.13	7	Clause no. 3.13 is modified	Replace GCC's Page 7 by 7R.
19	Volume-2	GCC	14	11	Clause no. 14 is modified	Replace GCC's Page 11 by 11R.
20	Volume-2	GCC	19.2	12	Clause no.19.2 (a) is modified	Replace GCC's Page 12 by 12R.
21	Volume-2	GCC	20	13	Clause III no. 20 is modified	Replace GCC's Page 13 by 13R.

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Name of Tender -General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.”

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Sr. No.	Volume	Document Name	Clause No./Item No.	Page No.	Addendum/Corrigendum	Remarks
22	Volume-2	GCC	30 & 32	16	Clause no.30 & 32 is modified	Replace GCC's Page 16 by 16R.
23	Volume-2	GCC	35.3& 35.4	18	Clause no. 35.3 & 35.4 is modified	Replace GCC's Page 18 by 18R.
24	Volume-2	GCC	35.9(a)	20	Clause no.35.9(a) is modified	Replace GCC's Page 20 by 20R.
25	Volume-2	GCC	35.9.3	21	Clause no. 35.9.3 is modified	Replace GCC's Page 21 by 21R.
26	Volume-2	GCC	39.2	27	Clause no.39.2 is modified	Replace GCC's Page 27 by 27R.
27	Volume-2	SCC	SL.NO 6 & 7	5	Sl.No 6 & 7 is modified	Replace SCC's Page 5 by 5R.
28	Volume-2	Contract Form	Annexure 1(a) & Note	3	Annexure 1 (a) is modified & In Note clause is added	Replace CF's Page 3 by 3R.
29	Volume-2	Contract Form	Annexure 2 Clause 4	6	Annexure 2 clause 4 is modified	Replace CF's Page 6 by 6R.
30	Volume-3	Scope of work	Clause 7 (a)	35	Clause no. 7 (a) is modified	Replace SOW's Page 35 by 35R.
31	Volume-4	Pricing Document	Preamble Sl.No 2 & 3	2	Sl.No 2 & 3 is modified	Replace PD's Page 2 by 2R.
32	BOQ	BOQ			Preamble deleted	Refer Volume 4/Pricing Document Preamble

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

1.1.3. QUALIFICATION CRITERIA:

1.1.3.1. Eligible Applicants:

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

In case of JV/ consortium, not more than 03 members are allowed. Further, in the case of a JV or Consortium, all members of the group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in MOU/JV agreement submitted by the Bidder in terms of clause 1.1.3.1 vii d.

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e., Part Termination of the contract. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV/Consortium, may be completed by other member(s) of JV/Consortium in the following manner:

- a. At their own, if they have adequate technical competence to the satisfaction of Employer.

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- (g) If the Tenderer or any of the constituent JV/consortium member is do not meet the criteria stated in the Appendix-17 or Appendix-17A or Appendix-18 or Appendix-19 or pending litigation criteria as per Clause 1.1.3.1 v(f), the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.1.3.1 of NIT.
- (vi) If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix- 17, or performance in any of the works reported in the Appendix 17A, or undertaking submitted vide Appendix-18 or Appendix-19 or information submitted in Appendix-26, the same will be considered as “fraudulent practice” under Clause 40.4 **39.1** a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 40.4 ~~(b)~~ **39.1 (a) ii** & 19.2 of GCC.
- (vii) LEAD PARTNER/ NON-SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM
- a. Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite GC Contract where value of all components combined is Rs 15.11 Crore or more or a GC work comprising one or more components where the value of such component(s) is/are Rs 15.11 Crore or more in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes of Clause 1.1.3.2.A of NIT.
- b. Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness shall not be considered for evaluation of JV/Consortium. In the tender for GC work, a Joint Venture / Consortium to qualify, each of its non substantial partner must have experience of executing at least one GC work (which may not be similar to that mentioned in clause 1.1.3.2.A of NIT) of minimum 20% of the approximate cost of the work mentioned in the clause 1.1.2 (key details) in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes b), c), d), & g) of Clause 1.1.3.2.A of NIT.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of bids. In case of changes during tendering stage, the bid shall be treated as non –responsive.

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

Notes:

- a) Financial data for latest last five audited financial years ending on 31st March, 2025 has to be submitted by the tenderer in Appendix-12 & 13 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original along with Membership number, FRN number and UDIN number. If audited balance sheet of any year is not submitted, the tender may be considered as non-responsive.
- b) Total value of general consultancy works done as per audited financial statements shall be provided in Appendix-13 of FOT.
- c) 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:

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

where,

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

N = No. of years prescribed for completion of the work(4 years)

B = Value of existing commitments for on-going Consultancy work during period of 48 months w.e.f. 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-12 of FOT along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original along with UDIN number.

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

- 1.1.5** Bidders are required to enroll on the e-Procurement module of the Uttar Pradesh Public Procurement Portal (URL: <http://etender.up.nic.in>).
- 1.1.6** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-tendering portal.
- 1.1.7** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 1.1.8** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.1.9** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 1.1.10** Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents and towards Tender Security and other documents as stated in the tender document.
- 1.1.11** Tenderers are advised to keep in touch with e-tendering portal: <http://etender.up.nic.in> and NMRC's website: www.nmrcnoida.com for updates.
- 1.1.12** For any complaint tenderer may contact Senior Vigilance Officer / Chief Vigilance Officer NMRC Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh.
- 1.1.13** Tenders shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tender and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause 4.0 of ITT **NIT**.
- 1.1.14** NMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the NMRC for rejection of his proposal.
- 1.1.15** The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of General Manager/(Project), NMRC

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into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

C2.5 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour cess, octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each bill. In case the waiver becomes effective, the GC will be advised on the process to be followed to obtain the refund from the concerned authority. The GC shall arrange for the remit of the refund to the Employer. In case of failure by the GC to remit such amounts, the same shall be recovered from amounts due for payment to the GC.

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

C2.6 Tenderers shall quote all prices as per Clause 23,34-~~33~~ of GCC and Clause 20 19 of SCC.

C 2.7 The tenderers must note the following:

a) Tenderers should quote the contract price excluding GST as applicable.

b) Change in Taxes/Duty:

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

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

a. Tax Invoice

b. GSTR-1 return 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.

c. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to NMRC project and deposit of due taxes with respective tax authorities.

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

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

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes (except GST which will be paid extra as applicable), duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax

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E9. Indigenization

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

F Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has been determined to score Highest Total Score as per paragraph E5, is considered to be acceptable for H-1

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

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

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause ~~3.2~~ **3.13** of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer in writing that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Consultant in consideration of the consultancy works by the Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be issued under signature of General Manager(Project)/NMRC. The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

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

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

F4 Signing of Agreement

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

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5. Marking and Scoring System

TABLE-1: Consultancy Organization and Firm's Experience (Maximum Marks = 300)

S.No	Particular's	Scoring Methodology			
		100 %	75 %	50 %	Remarks
1.	Consultant Organization (Number of years in business) (In the case of JV/Consortium, the credentials of partner having highest no. of years after the Establishment will be considered and marks will be assigned accordingly) Max Marks – 50	15 & above years	11-14 years	8-10 years	date of certificate of Incorporation/ Statutory Registration Certificate or any other Statutory document to be submitted by bidder
2.	Experience of the consultant Max Marks-250				
2.1	Length of One large GC/ PMC elevated/underground MRTS/RRTS projects completed in past 7 years (single contract), Max Marks – 100 marks	=>10 KM	=>8 KM	=>5 KM	Client certificates along with completion of CMRS or the date of operation of line
2.2	GC/ PMC MRTS/RRTS projects completed in last 7 years / (fee more than 32 INR crores) will be escalated to the date <u>31.03.2025</u> 31.03.2026 (Numbers) Max Marks – 100 marks	5 & above	4-3	1-2	Client certificates along with completion of CMRS or the date of operation of line
2.3	Relevant elevated/underground MRTS/RRTS Projects (Cumulative Length) in	50 km	40 km	30 km	Client certificate

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TABLE-3: - Qualifications, experience and competence of the Key Staff to be deployed for the Assignment (Max Marks- 300)

Sr. No.	Position	Minimum Requirement in Nos.	Minimum Educational Qualification	Total Experience after Minimum Qualification (years)	Minimum Relevant Experience in Metro/ MRTS/RRTS/ Railway after Minimum Qualification (years)	Man-Month Requirement	Distribution of Marks for acquiring Minimum Post-Qualification Relevant experience after Minimum Qualification (Maximum Marks = 300)
1	Project Director	1	Graduation in Civil engg.	20	10	48	15 years or above of relevant experience - 26
							-20 years or above of relevant experience - 30
2	Dy. Project Director	1	Graduation in Civil/ Mechanical/Electrical/Electronics . Engg.	15	7	48	7 years or above of relevant experience - 22
							15 years or above of relevant experience - 24
3	Structure Expert	1	Graduation in Civil engg.& M.E in Structural Engg.	15	7	48	7 years or above of relevant experience - 16
							15 years or above of relevant experience - 18
4	Sr. Geotechnical Expert	1	Graduation in Civil engg.& M.E in Geotechnical Engg	15	5	12	
5	Sr. Architecture Expert	1	B.Arch	15	5	48	

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Sr. No.	Position	Minimum Requirement in Nos.	Minimum Educational Qualification	Total Experience after Minimum Qualification (years)	Minimum Relevant Experience in Metro/ MRTS/RRTS/ Railway after Minimum Qualification (years)	Man-Month Requirement	Distribution of Marks for acquiring Minimum Post-Qualification Relevant experience after Minimum Qualification (Maximum Marks = 300)
	MINIC Panel Integration Expert						
22	Chief signalling expert	1	Graduation in Electrical/ E&C	20	10	24	10 years or above of relevant experience - 20 -20 years or above of relevant experience - 22
23	Sr. Signalling expert	1	Graduation in Electrical/ E&C	15	7	24	
24	Sr. Telecom Expert	1	Graduation in E&C	15	7	24	
25	Engineer Telecom	1	Graduation in E&C	5	2	30	
26	Sr. AFC Expert	1	Graduation in E&C	15	7	24	
27	Engineer AFC		Graduation in E&C	5	2	30	
28	Sr. Rolling Stock expert (Electrical)	1	Graduation in Electrical	15	7	24	7-2 years or above of relevant experience - 18 15-5 years or above of relevant experience - 20

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with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at ~~chandigarh~~ **Noida/Gautam Budh Nagar** will have exclusive jurisdiction in the matter.
8. We acknowledge that the Appendix forms an integral part of the Tender.
9. We understand and agree that liquidated damages will be levied upon us as per rate/amount decided by you for damages likely to be suffered by you in the event of the work not being completed in time.
10. If our Tender is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

We are, Gentlemen,

Yours faithfully,

Signature

Witness:

Date _____

Signature _____

Name _____

Date _____

For and on behalf of _____

Name _____

Address _____

Address _____

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APPENDIX-1

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

S.No.	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
I	Amount of Tender Security	Clause 1.1.2 of NIT and C18 of ITT	Rs.75,56,000 lakhs
II	Amount of Performance Guarantee	Clause F5 of ITT & 3.13 of GCC	5% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 3.13 of GCC
III	'Date for commencement' of the Works	Clause 4 Clause 6 of the SCC	The date of Commencement for two(2) Extension Corridor Projects shall be the date of Notice to Proceed for that particular Project issued by NMRC.
IV	'Time for completion' of the work from the date of commencement of the work	Clause 4 Clause 6 of the SCC	The whole of the scope of work has to be completed within 48 months
VI	'Duration of Liability' for the whole of the Works	Clause 12 of GCC	Duration of Liability shall be a period of 24 months reckoned from 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later.

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VII	Amount of Professional Indemnity Insurance (PII).	Clause 39 38 of GCC and Clause 13 of SCC	AOA (any one accident) limit in INR equal to the contract value in respect to all works covered under scope of work to be carried out by, or on behalf of them with AOY (any one year) limit of two incidents in a year. PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to GC. Wherever the GC 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 GC's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.
VIII	Period in which all insurances have to be affected	Clause 3.5 of GCC & Clause 17 of the SCC	Within 4 weeks from the "date of commencement"
IX	(a) Contractor's Name and Address	Clause 7 clause 7A of the SCC	(Tenderer shall furnish the details)
X	(b) Employer's Name and Address	Clause 7 clause 7B of the SCC	General Manager (Project) Noida Metro Rail Corporation LTD Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India

Date:

..... Signature of authorized Signatory of Tenderer

Place:

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exclusively for each category, must be implemented

3. B.E. qualification means Bachelor of Engineering or Bachelor of Technology or Bachelor of Science (Engineering) or any other equivalent name of at least 4 years professional course after 10+2 or 12 years of formal course of Education and M.E./MTech in Structural Engineering means 2 years post-graduate degree in Structural Engineering after successful completion of Bachelor of Engineering (Civil). Detail of qualification mentioned in IIT Table 3
4. Minimum Deployment should be at least as per requirement of qualifications of the tenderer.
5. For specified field of specialization, position of key personnel must have at least previous minimum relative experience in the field of ~~providing GC/PMC in Metro elevated Stations~~ **Metro/MRTS/RRTS/ Railway** for the years mentioned in Table-3 of Annexure-01 of ITT.

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Note:

- a) 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.
- b) If the tenderer or any of the constituent JV/Consortium member(s) has reported four or less number of works in the Appendix 17A then there should not be any unsatisfactory performance in any of the works of tenderer or any of the constituent JV/Consortium member(s). Otherwise, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer or any of the constituent JV/Consortium member(s), in more than 20% of the works reported in the Appendix 17A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
- c) If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as "fraudulent Practice" under Clause 40-39 of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 40-39 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 17	0-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3

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FORM OF TENDER- APPENDIX 22
(Undertaking as per Clause 1.1.3.1 (VII) of NIT)

We hereby jointly and severally certify in accordance with Clause '9.a' of the Order no. P-45021/2/2017- PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 16.09.2020, that the item(s) offered meets the minimum local content of 80% / 20% and we meet the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier' (strike-through whichever is not applicable). The details including name of vendor and location at which the local value addition is made is enclosed as Appendix-23 of FOT.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under GCC clause ~~37~~ **39** of this tender for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 16.09.2020, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause ~~3.1.F~~ **1.1.3.1 (ix)** of NIT.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

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FORM OF TENDER
Appendix- 25
UNDERTAKING

I/We [Name of the bidder] have read the clause(s) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries*;

I/We [Name of the bidder] certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority*. I/We hereby certify that [Name of bidder] fulfils all requirements in this regard and is eligible to be considered.

*Strike off the highlighted text in case of tenders for Works not involving possibility of sub-contracting

Signature of authorized signatory of Tenderer

NOTE:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.
3. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as "fraudulent practice" under clause ~~37~~**39** of GCC and this would be a ground for immediate termination besides taking further action as per Clause ~~37~~**39**/legal action in accordance with law.

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the Project.

- (xv) "Expert" are collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract

2. Interpretation

- (i) The headings in the Agreement shall not be used in its interpretation.
(ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
(iii) If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Service Agreement or SCC.

3. Obligations of General Consultant

3.1. General

- 3.1.1.** The Consultants shall perform the services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings.
- 3.1.2.** The GC will obtain NMRC approval to all matters that lie within their scope of services. Any subsequent changes to the Project detail will also be put up to NMRC along with time and cost implications for approval.
- 3.1.3.** The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any sub-consultant, as well as the Personnel and agents of the Consultants and sub-consultants, comply with the Applicable Laws. The Employer shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notification, respect such customs.
- 3.1.4.** If a Party becomes aware of an error or defect in a document which was prepared for use in executing the works, the Party shall promptly give notice to the other Party of such error or defect.
- 3.1.5.** Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request test or similar act by the Employer /Employers representative/Engineer (including absence of disapproval) shall not relieve the Consultant from any responsibility he has under this Contract, including responsibility for errors, omissions, discrepancies and non-compliances.

3.2. Conflict of Interests

3.2.1. Consultant not to benefit from Commissions, Discount

The remuneration of the Consultant pursuant to Clause 24 **23** hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and,

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Employer, and the Consultants shall, not later than upon determination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents with prior approval from employer. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.12. Equipment and Materials furnished by the Employer

Equipment and Materials made available to the Consultant by the Employer, or purchased by Consultant with funds provided by the Employer, shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall handover these equipment and materials to the Employer in good working condition subject to normal wear and tear, along with an inventory of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the employer for an amount equal to their full replacement value

3.13. Performance Guarantee

As stated in the 'Instruction to Tenderers' the GC shall provide NMRC with a Performance Guarantee in the form of a Bank Guarantee provided by Delhi/NCR branch of Scheduled Commercial Bank based in India that is acceptable to NMRC. The Performance Guarantee shall remain valid up to 06 months beyond the ~~defect~~ **duration of** liability period which will be 24 months from the date as mentioned in the completion certificate OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public whichever is later. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended.

NMRC reserves the right to forfeit the performance guarantee amount, in the event of termination of the Services in accordance with GCC Clause 19

4. Change in Constitution of GC

GC shall promptly notify NMRC of any changes in the constitution of the GC. It shall be open for NMRC to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the GC, or on the addition or introduction of a new partner managing the Project for the GC without the previous approval in writing of NMRC. But in absence of and until its termination by NMRC as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

5. Law Governing Contract

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GC shall only be liable to pay compensation to NMRC arising out of or in connection with the Agreement if a breach of Contract is established against him.

Such compensation shall be limited to the amount specified for PII.

12. Duration of Liability

NMRC shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made before the expiry of the relevant period stated in Special Conditions of Contract, or such earlier date as may be prescribed by law.

13. Agreement Effective Date

The Contract shall come into effect from the date of issue of the Letter of Acceptance. Substantial mobilization of the professional personnel and staff as required should be completed within the first forty five days period.

14. Commencement and Completion

The Services shall be commenced and completed at the times or within the periods stated in Special Conditions of Contract subject to extensions in accordance with the Agreement. Contract is completed unless terminated earlier pursuant to clause 44 **19** here of, this Contract shall terminate when pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

15. Entire agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and may require the consent of Bank external financial institution/Government stakeholder, if applicable. However, any change which does not constitute an important modification of the contract and which does not affect the contract price approved by external financial institution/Government stakeholder, if applicable, shall not require a new consent of external financial institution/Government stakeholder for effectuation., however, each Party shall give due consideration to any proposal for modification made by the other Party.

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17. Delays and Liquidated Damages

17.1. Time is the essence of the Contract. It shall be the bounden duty of the GC to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays without valid reason the GC shall be liable to pay liquidated damages as given in SCC.

17.2. Liquidated damages shall be imposed as described in Special Conditions of Contract.

18. Exceptional Circumstances

If circumstances arise for which the GC is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly dispatch a notice to NMRC.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 7 days for resumption of them.

19. Abandonment, Suspension or Termination by Notice of NMRC

19.1. Suspension

- (i) NMRC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to GC who shall immediately make arrangements to stop the Services and minimize expenditure. NMRC may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultants of such notice of suspension. Such suspension may be revoked on proof of remedial action by the consultant to the satisfaction of the Employer

19.2. Termination

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultant [except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days] such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause, terminate this Contract:

- a) if the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause ~~2.7~~**19.1** hereinabove, within (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing
- b) if Consultant (or, if the Consultant consist of more than one entity, if any of their Members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory

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or voluntary

- c) if the Consultant, fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause .. thereof
- d) if the Consultant, submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultant know to be false
- e) if, the Consultant unilaterally abandons work on the contract or does not perform any work or does not render any services for a period of 30 days
- f) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period not less than sixty (60) days
- g) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- h) if the Consultant promises, offers or gives any bribe, commission, gift or advantage , either himself or through his partners , agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other Contract with the employer,
- i) if the Consultant suppresses or gives wrong information while submitting the bid,
- j) in case of failure to commence the services within the time specified in tender hereof .

20. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses ~~17 or 18~~ **19** hereof, the Consultant shall, immediately upon dispatch or receipt of such notices, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

21. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 19 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (i) Remuneration pursuant to financial proposal hereof for Services satisfactorily performed prior to the effective date of termination;
- (ii) Reimbursable expenditure pursuant to financial proposal hereof for expenditure actually incurred prior to the effective date of termination; and
- (iii) The consultant shall not be entitled to any other payment (including compensation) on termination of the contract

22. Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

23. Payment to the Consultant.

The cost of the Services is set forth in financial proposal. Payments under this Contract shall not exceed the ceilings in foreign and local currencies specified in the

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- (iii) The GC shall not without the written consent of NMRC initiate or terminate any sub-contractor for performance of all or part of the Services.

29. Copyright

The copyright of all documents and drawings prepared by the GC in performance of the Services under the Agreement shall be vested in NMRC. Provided that the GC may retain copies of the documentation prepared by them and may use and adapt the contents of such documentation for his own use.

30. Notices/Communication

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in clause ~~28~~ **27**. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or sent by registered mail, telex/telegram or facsimile/ on e-mail to such Party at the address specified in the tender or SCC. A Party may change its address for notice here under by giving the other Party notice of such change.

31. Publication

Unless otherwise specified in the Service Agreement, GC, either alone, or jointly with others, can publish material relating to the Services. Publication shall be subject to approval by NMRC, if it is within two years of completion or termination of the Services.

32. Claims for Loss or Damage

Subject to Clause 11, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between NMRC and the GC, failing which the same shall be referred to arbitration in accordance with Clause ~~33~~ **35**.

33. Taxes and Duties

The GC and their personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the Contract Price. All payments to both resident and nonresident consultants, sub-consultants etc., will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act and any other applicable law. In addition, they shall pay all taxes, fees and other impositions as may be applicable in their country of origin, as per their laws and regulations.

34. Monitoring by External Financial Institution/Government stakeholder

Without assuming the responsibilities of the employer or the consultants, external

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Any and all Disputes shall be settled in accordance with the provisions of Clause ~~33~~ **35**. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause ~~33~~ **35** shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

35.4. Notice of Dispute

For the purpose of Sub-Clause ~~33.5~~ **35.5**, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by NMRC.

35.5. Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause.

35.6. Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

35.7. Conciliation Procedure

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- c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

35.9. Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made under Clause ~~33.1~~ **35.1** but could not be settled through Conciliation, together with counter claims or set off, given by NMRC, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Noida Metro Rail Corp. Rail Limited, Uttar Pradesh (MD/NMRC).
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

35.9.1. Number of Arbitrators: The arbitral tribunal shall consist of:

- i. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- ii. 3 (Three) arbitrators in all other cases.

35.9.2. Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i. In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/NMRC, NMRC will forward a panel of 03 names to the GC. The GC shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the

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request by NMRC. In case the GC fails to choose one Arbitrator within 30 days of dispatch of the request of NMRC then MD/NMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.

ii. In case of 3 Arbitrators:

- a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/NMRC, NMRC will forward a panel of 5 names to the GC. The GC will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by NMRC.
- b) NMRC will decide the second Arbitrator. MD/NMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the GC, within 30 days from the receipt of the consent for one name of the Arbitrator from the GC. In case the GC fails to give his consent within 30 days of dispatch of the request of NMRC then MD/NMRC shall nominate both the Arbitrators from the panel.
- c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to the GC or from the larger panel of Arbitrators to be provided to them by NMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / NMRC, Uttar Pradesh.
- d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/NMRC fails to act without undue delay, the MD/NMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) NMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the GC.

35.9.3. Qualification and Experience of Arbitrators (to be appointed as per sub-clause ~~33.9.2~~ **35.9.2** above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

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- v. Breach of any of the contract condition during execution.
 - vi. "Suspension". Business dealings with an Agency may be suspended in exceptional cases if there is gross and blatant violation of the provisions of the Suspension/Banning Policy by the Agency and it is considered not desirable to continue the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.
 - vii. "Banning". Shall mean officially debarring or forbidding an Agency from participating as Vendor/Supplier/Contractor etc. with NMRC, for its requirement related to all Tenders / Contracts. Business dealings with an Agency may be banned if it violates/ infringes the provisions of the Suspension/ Banning policy of the NMRC. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the Agency) and upto five years.
- b) Will reject the tender for the work or rescind the contract if the employer determines that the bidder/ contractor has engaged in corrupt or fraudulent or collusive or coercive practices.
 - c) Will declare a contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract/s if he at any time determines that the contractor has engaged in corrupt or fraudulent or collusive or coercive practices in completing for, or in executing the contract.
 - d) The successful bidders/ contractors shall apprise the employer through chief vigilance officer, NMRC of any fraud/ suspected fraud as soon as it comes to their notice.
- 39.2.** In the event of rescission of Contract under Sub-clause ~~37.33.4~~ **39.1**, the Contractor shall not be entitled to any compensation whatsoever, except for the Work done up to the date of rescission, payable as per the provisions of the Contract.

40. Location

The Services shall be performed at such locations as are specified in SCC hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

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		quantities of individual items, at the same rate as specified in the Bill of Quantities in Price bid subject to variation in the value of the Contract being limited to 50% of original accepted Contract value.
6 .7A	Clause 27	Language of the Agreement shall be English.
7. 7B	Clause 30	<p>Notices shall be delivered to: ----- ----- General Manager/Project Noida Metro Rail Corporation Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India Attention } shall be communicated to successful bidder Facsimile } at the time of signing of contract agreement</p> <p>For the Consultant: <i>This shall be filled in at the time of preparation of Contract Agreement</i></p> <p>----- Attention: ----- Facsimile:</p>
8	Clause 40	<p>Consultant shall be required to open their office within 45 days from the Commencement/ Effective Date at Noida/Greater Noida for performing the services defined in Scope of Work. The Services shall be performed at site locations in Noida and Greater Noida or at such locations as are specified by NMRC and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve</p>

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works].

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed thereunder or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

- a. This guarantee shall remain valid up to 24 months **+ 6 months** after 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public whichever is later i.e. up to _____ (as per the present construction schedule) and shall be suitably extended if the commissioning of the project is delayed for whatsoever reason. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK _____

ADDRESS _____

DATE _____

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the 'Bank Guarantee'.
2. **PBG shall have a claim period of not less than 6 (six) months from the date of expiry of PBG**

General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works.

Clause 3 – Obligation of the Employer:

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

Clause 4 – Value of Services and Completion Time:

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

Price: (Schedule A, B, C-& D, **E, F, G**)

Rupees (in words)

Rupees (in figures)

subject to adjustment in accordance with the provisions of GCC.

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

The Consultant shall complete the Works within ----- (refer Clause 3 of SCC) from the date of commencement.

Clause 5 – Notices:

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

Employer

General Manager/Project
Noida Metro Rail Corporation
Block-III, 3rd Floor,
Ganga Shopping Complex,
Sec- 29, Noida- 201301

Consultant

.....
.....
.....
.....

Contract NGNEGC: General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works .

6. Duration of the Consultancy Services

The duration of the consultancy services shall be for a period of total 48 months from the date of issuance of LOA,

Expected schedule

The total duration of consulting services for two extension corridors of Aqua Line of NMRC will be 48 months. The implementation schedule expected is as shown in Table 3.1.

Table 3.1: Implementation Schedule Expected

Key Activities	Date	Duration in Months
Commencement of Consulting Services		48
CMRS Sanction		
End of Consulting Services		48

7. Services and Facilities to be provided by NMRC to GC

- a) Provide rent-free ~~air-conditioned~~ office space of 360 Sq. M floor area (Approx) with reasonably adequate electrical switch points as required.
- b) Assist the foreign Consultant, Sub-Consultants and personnel to obtain work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or personnel to perform the Services in India for this project.
- c) Issue to officials, agents and representatives of the Government, all such instructions as may be necessary for appropriate, prompt and effective implementation of the Services.
- d) Attendance for the all the staff shall be maintained and submit to NMRC every month for scrutiny. The amount support staff will be reimbursed on actual basis.

8. Language

The RFP application prepared by the Applicant and all correspondence and documents related to the RFP, and exchange by the Applicant and NMRC shall be written in English. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purpose of interpretation of the RFP, the English translation shall govern.

9. Governing Law

The governing law for the purpose of tendering process is the laws of India and courts of Gautam Budh Nagar shall have full jurisdiction considering any matter arising out of

PRICING DOCUMENT/ BILL OF QUANTITIES(BOQ)

PREAMBLE TO THE BOQ

1. The Bill of Quantities shall be read in conjunction with Instructions to Tenderers, General and Special Conditions of Contract, Notice Inviting Tender and Scope of Work.
2. Schedule A & B- Comprises of the payment in Man Months for Deployment of KeyStaff and support staff for NMRC to be deployed on the project for a period in months as specified against each position. The deployments of the Staff shall be in spells of one month at a time divided over the duration of the contract, as per the schedule approved by NMRC.
 - 2.1. In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved rolling deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 20% of the remuneration of the non-deployed expert for non- deployment period shall be made.
 - 2.2. As a condition to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable . However in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.
 - 2.3. The man-months rates quoted shall be considered for processing any variations in case the need so arises in the execution of the contract.
3. Schedule B,C,D,E,F&G : Reimbursable component : maintenance of office accommodation, Purchasing/Hiring of office furniture, AC and furnishings, Computer, printer, conferencing and other IT support system, Hiring and maintaining vehicle, Communication cost, Internet cost, electricity cost, water & sewerage charges, equipment , stationary , and other overhead, Preparing and submission of report
4. If the tenderer fails to quote rates against any item, the tender may be treated as incomplete and non-responsive and shall be rejected.
5. Tenderers shall quote their offer in Indian Rupees (INR).
6. Errors will be corrected by the employer for any arithmetic errors in computation or summation as per contract conditions.
7. All the unit rates and amounts should be filled only in figures. In case of any discrepancy between amount in figures and in words, the value provided in figures shall be treated as sacrosanct.