



NOIDA METRO RAIL CORPORATION LTD.

E-Tender No. NMRC/AMC-STP-01/2026/451

CONTRACT NO: AMC-STP-01

“Operation and maintenance of the Sewage Treatment Plant, Effluent Treatment Plant and Ultra Filtration Unit at the Depot and Staff Quarters on the Noida-Greater Noida Corridor.”

NOTICE INVITING TENDER (NIT)

TENDER DOCUMENTS

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida, Gautam Budh Nagar
UTTAR PRADESH-201301**

INDEX

Clause	Description	Page No.
1.1	General	2
1.1.2	Key Details	2
1.1.3	Qualification Criteria	4
1.1.3.1	Eligible Applicant	4
1.1.3.2	Minimum Eligibility Criteria	9
1.3	Tender Documents Consist	11
	Instructions for online bid submission	13-15

NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Noida Metro Rail Corporation Ltd. Invites **Open e-tender** through e-tendering system (i.e. Technical and Financial bid) from eligible applicants who fulfill qualification criteria as stipulated in clause 1.2 of NIT for **Contract: AMC-STP-01: “Operation and Maintenance of the Sewage Treatment Plant, Effluent Treatment Plant and Ultra Filtration Unit at the Depot and Staff Quarter on the Noida – Greater Noida Corridor.”** The brief scope of the work and site information is provided in ITT clause A1.1.

1.1.2 The key details are as follows:

a.	Name of Work	Contract: AMC-STP-01: “Operation and Maintenance of the Sewage Treatment Plant, Effluent Treatment Plant and Ultra Filtration Unit at the Depot and Staff Quarter on the Noida – Greater Noida Corridor.”
b.	Approximate Cost of work	Rs. 1.03 Crores (inclusive of 18 % GST)
c.	Tender Security Amount* (Earnest Money Deposit)	<p>Amount of Tender Security: Rs. 1.03 Lakhs (Payment of tender security is to be made only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The detail of bank account of NMRC for payment of Tender security is mentioned in clause 1.1.2 (p) of NIT. The bidders shall be required to upload the scanned copies of transaction of payment of tender security/ EMD including e-receipt (clearly indicating UTR No. & Tender reference i.e. Contract: AMC-STP-01 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. For further details, clause C18.1.2 of ITT may be referred.</p> <p>Note: Bidders to be note that the payment of tender security shall be made from the account of bidder only. If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</p>
d.	Cost of Tender Documents (Non-Refundable)	<p>Rs. 5,900/- (inclusive of 18% GST) Non-Refundable (Payment of cost of tender document/tender fee is to be made only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The detail of bank account of NMRC for payment of cost of tender document is mentioned in clause 1.1.2(p) of NIT. The bidders will be required to upload the scanned copies of transaction of payment of tender document cost/ tender fee including e-receipt (clearly indicating UTR No. & Tender reference i.e. Contract: AMC-STP-01 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)</p> <p>(Copy of GST registration no. to be provided along with Tender document cost/ tender fee)</p>

e.	Tender Document available for sale on website	From 28.05.2026 to 29.06.2026 (upto15:00hrs) on e-tendering website https://etender.up.nic.in Tender document can only be obtained after registration of tenderer on the website https://etender.up.nic.in		
f.	Last date of Seeking Clarification	05.06.2026 (upto 17:00 Hrs) (Queries shall be submitted online through e-tendering portal against the respective tender or by e-mail to nmr-cnoida@gmail.com)		
g.	Pre-bid Meeting	04.06.2026 at 15:00 Hrs The pre bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex, Microsoft Teams, etc. All Prospective bidder shall provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least 24 hours before the meeting (latest by 15:00 Hrs on XX.04.2026) to the registered email of NMRC i.e. nmr-cnoida@gmail.com, so that link having details such as software, meeting ID, password etc. can be mailed to these person preferably 12 hours before the scheduled pre-bid meeting.		
h.	Last date of issuing amendment, if any	09.06.2026		
i.(i)	Tender submission Start Date and Time (online)	22.06.2026 (from09:00Hrs)		
i.(ii)	Tender submission end Date and Time (online)	29.06.2026 (Upto15:00 Hrs)		
j.	Date & Time of opening of Tender (Technical Bid) (online)	29.06.2026 (Upto15:30 Hrs)		
k.	Date & Time of opening of Financial Bid (online)	Will be informed later on after the evaluation of Technical bids (Only to the bidders who will successfully qualify the Technical Evaluation)		
l.	Validity of Tender	180 days from the last date of submission of tender.		
m.	Stipulated date of Commencement of work	Within seven days from the date of issue of "Letter of Acceptance" or as per the instructions of Engineer.		
n.	Completion Period	03 (Three) Years		
o.	Authority and place for submission of required documents (if any) and seeking clarifications on tender documents	GM/Civil, Noida Metro Rail Corporation Ltd., Block-III, 3 rd Floor, Ganga Shopping complex Sector-29, Noida ,Gautam Budh Nagar Uttar Pradesh -201301 E-mail: nmr-cnoida@gmail.com		
p.	To facilitate payment of Tender Fee & Tender security through RTGS, NEFT and IMPS, the details of bank account of NMRC is mentioned below:			
	Name of Bank	Bank's Address	Account Name & No.	Account Type
	State Bank of India	State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301	A/c No. 37707840592	Current
				IFSC code SBIN0004077

* Tender Cost and Tender Security is exempted for bidders (Micro & Small Enterprises (MSEs)) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by

Ministry of Micro & small Enterprises for appropriate category "consisting of any of the individual or a combination of following activities like Design, engineering, supply, fabrication, erection, commissioning, installation, repair, refurbishment, modification,

servicing, testing, operation and maintenance of the said plant. The plant would be individual or combination of following plants i.e. RO, WTP, STP, ETP, Filtration plant/ Class Code No. 3600/ 3700” (in case of UDYAM Certificate), and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of Tender Cost and Tender Security if;

- either they are not registered for “consisting of any of the individual or a combination of following activities like Design, engineering, supply, fabrication, erection, commissioning, installation, repair, refurbishment, modification, servicing, testing, operation and maintenance of the said plant. The plant would be individual or combination of following plants i.e. RO, WTP, STP, ETP, Filtration plant” category/ NIC **Class Code No. 3600/ 3700** (in case of UDYAM Certificate).
- Or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from „Tender Cost and Tender Security”, being MSEs, shall ensure their eligibility w.r.t. above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. “consisting of any of the individual or a combination of following activities like Design, engineering, supply, fabrication, erection, commissioning, installation, repair, refurbishment, modification, servicing, testing, operation and maintenance of the said plant. The plant would be individual or combination of following plants i.e. RO, WTP, STP, ETP, Filtration plant/ **Class Code No. 3600/ 3700** (in case of UDYAM Certificate)” and Terminal Validity of registration.

In absence of any of the above requirements no exemption for “Tender Cost” and “Tender Security” will be allowed and tenderers eligibility shall be dealt as if they are not registered as MSEs.

No further clarification shall be sought on the above. Notes:

In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprise, and;

- (i) Withdraws his Tender during the period of Tender validity; or
- (ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
- (iii) refuses or neglects to execute the contract; or
- (iv) fails to furnish the required Performance Security/ any other amount mentioned in LOA within the specified time,

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of LOA/annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ Tender Security. Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

1.1.3 QUALIFICATION CRITERIA

1.1.3.1 Eligible Applicant

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnership firms including LLP, companies, corporations) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2 of NIT. Joint Ventures/Consortiums are not allowed to participate in this tender.
- ii(a) A non-Indian bidder (not restricted as defined in clause 1.2.1.x below) is permitted to tender only if their wholly owned Indian subsidiary registered in India under Companies Act-2013.
- ii (b) A tenderer shall submit only one bid in the particular tendering process. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iii Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project; or

- (b) A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub-paragraph(a) above; or
- (c) A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.
- v (a) NMRC/ any other Metro Organization (100% owned by Govt.) / Ministry of Housing& Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix -19** of Form of Tender.
- v(b). Also no contract of the tenderer of the value more than 10% of NIT cost of work, should have been rescinded/terminated by NMRC/any other Metro Organization (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
- v(c). The overall performance of the tenderer shall be examined for all the ongoing Civil Engineering works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed Civil Engineering works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-19A** of the Form of Tender. The tenderer may either submit satisfactory performance Certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for ongoing works) falling which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance Certificate from Client /Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix-19A. In case of performance certificate issued by the client, same should not be older than three months (from the last day of the previous month of tender submission) for on-going works. In case the tenderer does not have any work falling in above criteria, his performance will not be judged unsatisfactory.
- v (d). Tenderer for the work awarded by NMRC /any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in the **Appendix-20** of Form of Tender.
- v(e). Tenderer must not have suffered bankruptcy/insolvency during the last 5 years (from the last day of the month previous to the month of tender submission). The tenderer should submit undertaking to this effect in the **Appendix-21** of Form of Tender.
- v(f). The tenderer shall not have total amount of dispute in their pending litigation more than Fifty percentage (50%) of the tenderer's net worth. The tenderer shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer shall provide detailed information of all such pending litigations in the prescribed proforma given in **Appendix-27** of Form of tender.

The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by the client/employer against the tenderer. The amount of disputes shall also comprise of all the claim amount and also all counter-claim amount in such

- arbitration/court cases.
- v(g). If the tenderer does not meet the criteria stated in the **Appendix-19 or Appendix-19A or Appendix-20 or Appendix-21 or Appendix-27** pending litigation criteria as per clause 1.2.1 v (f), the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible applicants in terms of clause 1.2.1 of NIT.
- v(h) The tenderers shall submit a notarized affidavit on a non-judicial stamp paper of Rs 100 in the prescribed performa given in **Appendix-29** of FOT stating that all their statements/documents submitted along with bid are true and factual. Non submission of affidavit by the tenderer shall result in rejection of their bid and it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which tenderer is qualifying the minimum eligibility criteria mentioned in the Tender Document. It will not be obligatory on the part of NMRC to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned." The NMRC reserves the right to verify all statements, information and documents submitted by the tenderer in his tender offer, and the tenderer shall, when so required by the NMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the NMRC shall not relieve the tenderer of its obligations or liabilities hereunder nor will it affect any rights of the NMRC there under.
- vi. If there is any misrepresentation of facts with regards to undertaking submitted vide **Appendix-19**, or performance in any of the works reported in the **Appendix 19A**, or undertaking submitted vide **Appendix-20 or Appendix-21** or information submitted in **Appendix-27, Appendix-29** the same will be considered as "fraudulent practice" under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b), (c) &13.2.1of GCC.
- vii. **LEAD PARTNER/NON SUBSTANTIAL PARTNERS/CHANGE IN JV/CONSORTIUM**
- Deleted.
- viii. **Participation by Subsidiary Company / Parent Company with credential of other Company**
- a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies.
- b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies.
- ix. **Purchase Preference to Class-I local supplier/Preference to Make in India:**
- a) **Definitions:**
- i. Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than **90%**, as defined under the Order No. P-45021 / 2 / 2017 -PP (BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). **Minimum local content for class-I local supplier shall be 90% for the subject tender.**
- iii. Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than **90%**,as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv. Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by DPIIT.
- v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the

tender or other procurement solicitation.

- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be **20%** for the subject tender.

b) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

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

c) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER

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

d) Minimum Local content and verification of local content:

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier/bidder shall give the details of the local content in a format attached as **Appendix- 23 & 24** of FOT duly filled to be uploaded along with the technical bid. In case,

bidder do not upload **Appendix-23 & 24** of FOT duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases upto Rs.200 crores except Global tender enquiries in terms of Clause 3(b) of Order No.P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

x. Restriction of Bidders from Countries sharing Land Borders with India:

Any bidder from a country which shares a land border with India will be eligible to bid only in JV / Consortium as defined at clause 1.2.1 ii (a) of NIT, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause

"Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India "means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose **beneficial owner** is situated in such a country; or
- e) An Indian (or other) **agent** of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"**Beneficial owner**" will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a **controlling ownership interest** or who exercises control through other means.

Explanation–

- a. "**Controlling ownership interest** "means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "**Control**" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders

- agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen Percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- "Agent "is a person employed to do any act for another, or to represent another in dealings with third persons.

1.1.3.2 Minimum Eligibility Criteria

A. Work Experience: The tenderers will be qualified only if they have successfully completed or substantially completed similar works of which falling during last seven years ending last day of the month previous to the month of tender submission as given below.

- (i) At least one "similar work"***of value of **₹82.85 Lakh or more**
- OR
- (ii) At least two "similar works"***each of value of **₹51.78 Lakh or more**
- OR
- (iii) At least three "similar works"***each of value of **₹41.43 Lakh or more**

"Similar works" for this contract shall be **"Any work consisting of any of the individual or a combination of the activities like; Design, supply, construction, Fabrication, Erection, Commissioning, Installation, Repair, Refurbishment, Modification, Servicing, Testing, Operation and Maintenance of the plant. The plant would be individual or combination of following plants i.e. STP, ETP, Ultra Filtration plant"**.

***Note: If the activity of "Design" is a part of the whole work, the value of the entire contract will be considered in evaluation of work experience. if the work is largely for "Design" such experience will not be considered.**

Notes:

- a) The tenderer shall submit details of works executed by them in the Proforma of **Appendix-17 & 17A of FOT** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, In addition to above documents, copy of work order, bill of quantities, bill wise details of payment received certified by C.A. containing the details of TDS (Tax deducted at source) referring the relevant entry/ies in the T.D.S certificates (26AS), T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted. **All the documents or certifications, which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.**
- b) In case of any composite work (work involving other than similar work also), value of successfully completed or substantially completed portion of similar work up to last day of the month previous to the month of tender submission shall be considered for qualification of work experience.
- c) Substantial completion shall be 80% (value wise) or more works completed under the contract based on original scope of work / revised scope of work, whichever is less.
- d) Only following Work Experience Certificates will be considered for evaluation:

- (i) **Certificates having Name of Employer, and Name & Designation of person signing the certificate either stamped or typed.**

Or

- (ii) **Certificates having Name of Employer, and Designation of person signing the certificate either stamped or typed.**

- e) For completed works, value of work done shall be updated to the last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- f) If the above work(s) (i.e. "Similar work" comprise other works, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.
- g) In case of joint venture/ Consortium, if the qualifying work(s) were done by them in JV/Consortium having different constituents or **percentage participation**, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- h) After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder shall be sent for verification & certification to the concerned clients(s). In case
- (i) If any concealment or mis-representation of facts have been found, appropriate action(s) in accordance with Tender conditions and "Suspension/Banning Policy, of NMRC shall be taken.
- (ii) If credentials do not verified in a period of two months from the date of issue of Letter of Acceptance (LOA), it would be treated as resorting to fraudulent practice by the contractor and appropriate action in accordance with Tender Conditions and "Suspension/Banning Policy of NMRC, may be taken.
- i) 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.

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

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

This shall be seen from the balance sheets and. Net current assets (as per proforma given in **Appendix-18 of FOT**), should show that the applicant has access to or has available liquid assets, to meet cash flow of **INR 4.93 Lakhs** for this contract, the aggregate of the Net current Assets will be considered for working out the Liquidity.

- ii. **T2 - Profitability:** Profit before Tax should be Positive in **at least 2 (two)** years, out of the last five audited financial years (2020-21, 2021-22, 2022-23, 2023-24,2024-25).
- iii. **T3 - Net Worth:** Net Worth of tenderer during last audited financial year ending on 31st March 2025 should be **≥ INR 6.90 Lakhs.**
- iv. **T4 - Annual Turnover:** The average annual turnover from civil works of last five Audited financial years ending on 31st March, 2025 should be **≥ INR 27.62 Lakhs.**

Notes:

- i. Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-18** of Form of Tender along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp, signature, membership number & **Unique Documents Identification Number (UDIN)**. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit (**As per format provided in Appendix-18A to form of Tender**) certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender may be

considered as non-responsive. All the documents or certificates which are provided by CA after 1st July, 2019, must contain UDIN there on and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>. **However, the tenderer should have been incorporated more than three years earlier from the last day of the previous month of tender submission.** In case financial statements for any of the financial year is not required to be audited as per any relevant section of the Income Tax Act, then, same should be supported by CA (Chartered Accountant) certificate along with all the GST returns, ITR-3/4 (including all the forms) and form 26AS for each of the financial year not liable to be audited as per relevant section of the income tax Act.

Any certification or document required to be provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online.

- ii. 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 Civil work executed in any one year during the last five financial years (updated to last day of 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 (3 years)

B = Value of existing commitments for on-going Civil work during period of **36 months** w.e.f. first day of the next month of tender submission.

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

Tender document consists of the following:

1.1.4 Volume1

- Notice Inviting Tender (NIT)
- Instructions to Tenderer (ITT)
- Form of tender

Volume 2

- General Conditions of Contract (GCC)
- Special Condition of Contract (SCC)
- Conditions of contract on Safety, Health & Environment Management (July 2018)

Volume 3

- Employer's Requirement / Scope of Work

Volume 4

- Technical Specifications.

Volume 5

- Pricing Document / Bill of Quantities

- 1.1.4 The contract shall be governed by the documents listed in Para 1.1.4 above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased from the market.
- 1.1.5 The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of GM/Civil (O&M), Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh.
- 1.1.6 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E4.4 of “Instructions to Tenderers” and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.7 The intending tenderers must be registered on e-tendering portal <http://etender.up.nic.in> Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.1.8 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid class-II or class-III digital signature. The tender document can only be downloaded from e-tendering portal using class-II or class-III digital signature. However, the tenderer shall upload their tender on <https://eprocure.gov.in/eprocure/app> using class-II or class-III digital signature of the authorized signatory only.
- 1.1.9 Tender submissions shall be done online on <http://etender.up.nic.in> after uploading the mandatory scanned copies of transaction of payment of tender document cost/tender fee and Tender Security (in the form of NEFT and IMPS) and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 1.1.10 Submission of Tenders shall be closed on e-tendering website of NMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on e-tendering website <http://etender.up.nic.in> before the deadline of submission. NMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.1.11 Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the Date of Submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause C17 of ITT.
- 1.1.12 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.
- 1.1.13 Tenderers are advised to keep in touch with e-tendering portal <http://etender.up.nic.in> for updates.
- 1.1.14 For any complaints, tenderer may write to Vigilance Cell of NMRC. However, no tender related queries shall be enquired from CVO, NMRC. For any queries/clarification related to tender, the bidder may attend pre-bid meeting and/or upload their queries online within the date and time specified at Clause 1.1.2 (g) and 1.1.2 (f) of NIT respectively.

GM/Civil (O&M)
Noida Metro Rail Corporation Limited

Instructions for Online Bid Submission:

1. GENERAL

The bidders are required to submit soft copies of their bids electronically on the e-tendering Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tendering Portal.

More information useful for submitting online bids on the e-tendering Portal may be obtained at: <http://etender.up.nic.in>

2. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the e-tendering Portal (URL: <http://etender.up.nic.in>) by clicking on the link “**Online bidder Enrollment**” on the e-tendering Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- e) 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 DSC's to others which may lead to misuse.
- f) 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.

3. SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the e-tendering Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the e-tendering Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the e-tendering Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid documents and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Bidder should try to avoid to the possible extent in making of Pdf files from images. Pdf compressing software tools may be used for reducing size of Pdf files and compressed bid documents may then be cross checked in all respects.
- d) Bidder should try increasing of JRE memory. To modify the parameter, double click under the "Runtime Parameters" column and type -
-Xms512m - That assigns 512MB memory for the Java.
-Xms1024m - That assigns 1GB memory for the Java.

-Xms2048m - That assigns 2GB memory for the Java.

-Xms3072m - That assigns 3GB memory for the Java, and so on.

Please note, it begins with a minus sign and ends with an m. Also note, there is no blank space between characters.

- e) Bidder should try using of machine with large RAM (8 GB and above) with good Internet connection/speed.
- f) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- a) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) **Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.**
- d) **Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.**
- e) **Tender Security / Earnest Money Deposit (EMD): Bidder should submit the EMD/Tender Security as per the instructions specified in C18 of ITT in the tender document.**
- f) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement maybe used as an entry passes for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the 24x7 e-tendering Portal Helpdesk.



CONTRACT NO: AMC-STP-01

“Operation and Maintenance of Sewage Treatment Plant, Effluent Treatment Plant and Ultra Filtration Unit at the Depot and Staff Quarters on Noida-Greater Noida Corridor.”

INSTRUCTION TO TENDERERS (ITT)

TENDER DOCUMENTS

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex
Sector-29, Noida, Gautam Budh Nagar
Uttar Pradesh-201301**

Operation and Maintenance of Sewage Treatment Plant (STP), Effluent Treatment Plant (ETP) and Ultra Filtration (UF) Unit installed at the Depot of Noida – Greater Noida Corridor.

INDEX

Clause	Description	Page No.
A. GENERAL		
A1	General Description of work	2
A2	Source of Funds	2
A3	Eligible Tenderers	2
A4	Qualification of Tenderers	2
A5	One Tender per Tenderer	2
A6	Cost of Tendering	2
A7	Site Visit	2
B. TENDER DOCUMENTS		
B1	Content of Tender Document	3
B2	Content of supporting Documents	3
B3	Clarification of Tender Documents	3
B4	Amendment of Tender Documents	4
C. PREPARATION OF TENDERS		
C1	Language of Tender	4
C2	Document Comprising the Tender	4
C3	Form of Tender	7
C4	Outline Quality Plan	7
C5	Outline Safety, Health and Environment Plan	7
C6	Tenderer's Technical Proposal	8
C7	Designer	8
C8	Tender Programme	8
C9	Manufacture, Installation and Construction Methods	8
C10	Payment Schedule	9
C11	Sub-Contracts	9
C12	Staffing Schedule and Related Details	9
C13	Contractor's Equipment	9
C14	Proposals for Use of Work Area	9
C15	Pricing Document	9
C16	Currencies of Tender	9
C17	Tender Validity	9
C18	Tender Fee/Tender document cost and Tender Security/Earnest Money Deposit (EMD):	10
C19	Performance Guarantee, Undertaking and Warranties	11
C20	Labour	11
C21	Other Contractors	11
C22	Insurance	11
C23	Tender Index	11
C24	Pre Tender/Pre Bid Meeting	11
C25	Format and Signing of Tender	11
C26	Pricing of Conditions, Qualifications, Deviations etc.	12
D. SUBMISSION OF TENDER		
D1	Submission of Tender	12
D2	Late/Delayed Tenders	12
D3	Modification, Substitution and Withdrawal of Tenders	12
E. TENDER OPENING AND EVALUATION		
E1	Tender Opening	13
E2	Confidentiality of Tender Information and Copyright	13
E3	Clarification of Tenders	13
E4	Evaluation of Tenders	14
E5	Evaluation of Financial Proposals	15
E6	Indigenisation	16
F. AWARD OF CONTRACT		
F1	Award Criteria	16
F2	Employer's Right to Accept any tender and to reject any or all tenders	16
F3	Notification of award	16
F4	Signing of Agreement	17
F5	Performance Security	17
Annexures-1 to 9		18-30

INSTRUCTIONS TO TENDERERS (ITT)

A. General

A1 General Description of the Work

This contract is for the work of **Contract AMC-STP-01: “Operation and Maintenance of the Sewage Treatment Plant, Effluent Treatment Plant and Ultra Filtration Unit at the Depot and Staff Quarters of Noida- Greater Noida Corridor”**

A1.1 Scope of Work

The Scope of Work for this contract is described in Employer’s Requirements.

A2 Source of Funds

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

A3 Eligible Tenderers

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

A4 Qualification of the Tenderer

A 4.1 The Tenderer shall submit a written power of attorney, duly notarized, authorising the signatory (ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of partnership, notarized Power of Attorney(s) and Board Resolution(s) for each member of the partnership shall be submitted.

A 4.2 Each Tenderer is required to confirm and declare with his Tender that no agent, middle man 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 fulfil this requirement, the tenderer has to sign the undertaking 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.

A 4.3 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 bids in which the tenderer has participated shall be considered invalid.

A6 Cost of Tendering

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 documents.

A7.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and land 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 fatality or personal

injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

- A7.3. The Tenderer shall note General Conditions of Contract (GCC) Sub - Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

B. Tender Documents

B1 Content of Tender Documents

- B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for and construction of all Permanent and Temporary Works in connection with **Contract AMC-STP-01** 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 Contract
- Special Conditions of Contract
- Conditions of contract on Safety, Health & Environment Management (July 2018)

Volume 3

- Employer's Requirements

Volume 4

- Technical Specifications

Volume 5

- Bill of Quantities

Other documents (if any)

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

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

B2 Content of Supporting Documents

- B2.1 The tender drawings are general arrangement drawings only.

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

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

B3 Clarification of Tender Documents

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

- B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from GM/Civil, NMRC by uploading the same on 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 Tenderer without disclosing the identity of the Tenderer seeking clarification.

B3.3 Except for any such written clarification by GM/Civil, 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 award of the work shall be done by GM/Civil, NMRC.

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 made available at e-tendering portal <https://etender.up.nic.in> to all 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 D-2.6 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 acknowledge receipt of such addenda and include 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 discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

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

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

C. Preparation of Tenders

C1 Language

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

C2. Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender online on e-tendering portal <https://etender.up.nic.in>, in accordance with the provision in clause-D of ITT comprising of following:

- Technical Package of "**Contract AMC-STP-01:** "
- Financial Package of "**Contract AMC-STP-01:** "as per the provisions given in clause C15 below. Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 (a); (b); (c); (d); (e); (f); (g); (h); (i); (j); (k); (l); (m); (n); (o); (p); (q); (r); (s); (t); (u); (v); (w); (x); (y); (z); (aa); (bb); (cc); (dd); (ee); (ff); (gg); (hh) and C2.3 (a); (b); (c); (d); (e); (f); (g); (h); (i); and all Annexures / Appendices of NIT, ITT, FOT & addendum if any.

Financial Package shall contain Volume-5 (Bill of Quantity)/ Pricing Document) documents duly filled in and complete in all respect (see paragraph C10 and C15).

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

Should any further documents be required pursuant to paragraphs C2.2(z) and C2.3(h) below,

the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents.

The tenderer shall ensure that a receipt/acknowledgement is obtained for the submission of his tender at e-tendering portal, 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: Outline Safety & Health Plan and Outline Environment Plan (see paragraph C5);
- (f) Appendix 5 to the Form of Tender: Tenderer's Technical Proposals (see para C6);
- (g) Appendix 6 to the Form of Tender: General Information About the Tenderer;
- (h) Appendix 6A to the Form of Tender: Undertaking by JV/Consortium members-**Deleted**;
- (i) Appendix 7 to the Form of Tender: Staffing Schedules and Organization Chart (see paragraph C12);
- (j) Appendix 8 to the Form of Tender: Schedule of Component manufactured offshore, If no offshore manufacturing is involved, the tenderer shall submit 'NIL' in this. (See paragraph C9): **Deleted**.
- (k) Appendix 9 to the Form of Tender: Tender Index (See paragraph C23);
- (l) Appendix 10 to the Form of Tender: Recourses proposed for the project - plants and equipments.
- (m) Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- (n) Appendix 12 to the Form of Tender: Copyright Undertaking (see paragraph E2)
- (o) 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.
- (p) Appendix 14 to the Form of Tender: Tentative project implementation programme (see paragraph C8)
- (q) Appendix 15 to the Form of Tender: Financial Data (Civil engineering Works Done during the latest last five financial years)
- (r) Appendix 16 to the Form of Tender: Financial Data (Commitment For On-going Works/ works in hand)
- (s) Appendix 17 to the Form of Tender: Civil engineering Work Experience
- (t) Appendix 17A to the Form of Tender: Summary of information provided in Appendix17.
- (u) Appendix 18 to the Form of Tender: Financial Data (Financial Standing)
- (v) Appendix 18A to the Form of Tender: Affidavit for Unaudited Balance Sheet
- (w) Appendix 19 and 19A to the Form of Tender: Undertaking as per clause 1.1.3.1 v(a), v(b) & v(c) of NIT.
- (x) Appendix 20 to the Form of Tender: Undertaking for not being penalized in a Contract.
- (y) Appendix 21 to the Form of Tender: Undertaking for Financial stability
- (z) Appendix 22 to the Form of Tender: Undertaking for Downloaded Tender Document
- (aa) Appendix 23 and Appendix-24 to the Form of Tender: Undertaking as per Clause 1.1.3.1 ix of NIT
- (bb) Appendix-25 to the Form of Tender for Details of Bank Account for refund of Tender Security/EMD
- (cc) Appendix 26 to the Form of Tender: Undertaking by the Tenderer
- (dd) Appendix 27 to the Form of Tender: Pending Litigation as per Clause 1.1.3.1 v(f) of NIT
- (ee) Appendix 28 to the Form of Tender: Undertaking by the Tenderer.
- (ff) Appendix 29 to the Form of Tender: Affidavit by the Tenderer
- (gg) Appendix 30 to the Form of Tender- Undertaking by Parent Company
- (hh) 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 by them. The tender shall be submitted online by using class-III digital signature of the authorized signatory of the tenderer.

C2.3 The Tenderer shall submit with his Tender the documents that are identified in 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 B4.1 or B4.2 above.

- (a) Full details of ownership and control of the Tenderer;
- (b) Tender Submission Programme (see paragraph C8);
- (c) Proposed Construction Methods (see paragraph C9);
- (d) Details of works including specialized works if already decided to be sub-contracted (see paragraph C11);
- (e) Details of providers of performance guarantees (see paragraph C19);
- (f) Details of Contractor's Equipment (see paragraph C13);
- (g) Proposals for use of Works Areas given to him by submitting the layouts showing fabrication and storage areas (see paragraph C14);
- (h) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
- (i) Following information shall be furnished:
 - (A) **Civil Engineering works**
 - (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract- **Deleted**.
 - (ii) The tenderer should supply the following information
 - (a) Maximum value of **Civil Engineering Works** executed in any one year during the last 5 years (in ₹ equivalent).
 - (b) Value of the commitments and on-going works, on an yearly basis, pertaining to said work, to be completed during the next completion period **03 (Three) Years** from the first date of the month of the tender submission.

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

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

Self-attested copy of the latest Goods and Service Tax registration certificate as per Central Goods and Service Tax Act 2017 and State Goods and Service Tax Act 2017 with the appropriate GST authority of Goods and services OR undertaking to the fact that he will get himself registered under the Central Goods and Service Tax Act 2017 and State Goods and Service Tax Act 2017 with the appropriate GST authority, in the event of issue of Letter of Acceptance (LoA) to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail under the Central as well as state Tax Act 2017 with appropriate GST authorities, first payment shall not be released. Registration with appropriate EPF, ESI authority and attested copy of PAN Number under income tax Act as per relevant act are also required to be submitted.

C 2.5 Tenderers shall quote all prices as per Clause11.1.1 of GCC and clause 21 of SCC.

C 2.6 The tenderers must note the following:

- a) Deleted

- b) Change in Taxes/Duty:
The contract price shall be subject to adjustment to take into accountancy change in taxes/duty to the extent stipulated in SCC clause corresponding to Sub-clause 11.1.4 of GCC.
- c) GST (as applicable) is included in the contract price. The contractor 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:-
- i. Tax Invoice
 - ii. Form GSTR-1/IFF filed 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. Relevant abstract of filed Form GSTR- 1/IFF showing the details of relevant tax invoice submitted by the contractor.
 - iv. Form GSTR-3B filed 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.
 - v. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to DMRC project and deposit of due taxes with respective tax authorities.

The Contractor must note that the tax invoice filed by him in Form GSTR-1/IFF, appears in Form GSTR-2B (or the form as amended by the Central/State Government time to time) of respective GSTIN of NMRC.

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes (except GST), 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. The GST amount as per the applicable GST rate will be added in the Quoted Price to arrive at the total Contract price inclusive of GST.

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

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly 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. Copies of relevant powers of attorney shall be attached.

C4 Outline Quality Plan

The Tenderer shall submit Appendix-3 of Forms of Tender to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 19 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C5 Outline Safety, Health and Environment Plan

C5.1 The Tenderer shall submit Appendix-4 of Forms of Tender to form part of its Tender an Outline Safety & Health Plan and Outline Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety & health and environment procedures. The Outline Safety & Health Plan and Outline Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety & Health and Environment as required by the Employer's Requirements (Volume 3) and Clause 10 & 11 of the SCC.

C5.2 The Outline Safety & Health Plan and Outline Environment Plan shall be headed with a formal statement of policy in relation to safety & health and environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Contract specific Site Safety & Health Plan and Site Environment Plan to be submitted in accordance with Clause 10 & 11 of the SCC.

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

C5.4 C&D Waste Management and use of Recycled Products in Noida-Greater Noida Region (Gautam Budh Nagar District) Regarding Construction and Demolition (C&D) Waste management and use of recycled products in Noida-Greater Noida Region. the tenderers must note that:

- a) They have to devise appropriate measures for management of Construction and Demolition (C&D) Waste generated including its processing and used the recycled products in the best possible manner. The tenderer shall adhere Construction and Demolition (C&D) Waste Management Rules, 2016 notified by Govt. of India.
- b) Compliance certificate and details of compliance of these conditions shall be submitted by the Contractor along with respective running account bill. The payment of running account bill shall be released by the Engineer's representative after verifying and certifying the same.

C6 Tenderer's Technical Proposal

C6.1 The Tenderer shall submit as Appendix-5 of FOT to form part of its Tender, the Tenderer's Technical Proposals as described in Clause C2, and Annexure 1 of this ITT.

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

C7 Designer

C7.1 The Tenderer should note the requirements of warranties and obligations contained in Clause 5.2 of GCC.

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

C8 Tender Programme

C8.1 The Tenderer shall submit with his Tender as Appendix 14 of FOT, a Tender Programme which shall indicate how the Tenderer intends to organize and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender Programme are set out in Annexure-2 to these Instructions to Tenderers.

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

C8.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme under Clause 9 of the SCC.

C9 Manufacture, Installation and Construction Methods

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

C9.2 Maintenance

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

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

C9.2.3 The Contractor shall be responsible for the security of the Site during the construction phase of the Contract, until taking-over of whole of the works.

C10 Payment Schedule:

The payment for all the items in Bill of Quantity/Pricing Document shall be made on the basis of actually executed quantities.

C11 Sub-Contracts

C11.1 Sub-contracting is not permitted under this contract as per clause 6 of SCC.

C11.2 Deleted.

C11.3 Deleted.

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 for the interface co-ordination with Designated Contractors.

C13 Contractor's Equipment

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

C14 Proposals for Use of Work Area

C14.1 The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services like water, electricity, sewerage etc necessary for the construction and completion of the Works.

C15 Pricing Document

C15.1 The Pricing Document is included in Bill of Quantities/Pricing Document. 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 included in BOQ/Pricing document 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 reduction shall not be considered and will be treated as with drawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in Appendix-13 of FOT shall be considered as if mentioned in advertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

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

C16 Currencies of Tender and Payment

C16.1 The tenderer shall give his priced offer (BOQ) in **Indian Rupees only**.

C17 Tender Validity

The Tender shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by telefax. 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 the 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 and 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. **Contract AMC-STP-01**: must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of **GM/Civil**.

Note: The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission one-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:

The instrument type for payment of tender security/EMD is to be done only by RTGS, NEFT and 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 security/EMD including e-receipt (clearly indicating UTR no. and tender reference i.e. **Contract AMC-STP-01** must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of **GM/Civil**.

Note: Bidders to be note that the payment of tender security shall be made from the account of bidder only. If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected. The Tender Security shall remain valid up to the date specified under the Clause 1.1.2 (key details) of NIT.

C18.1.3 Deleted.

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

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

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

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

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

Bidder is required to submit Appendix-25 for refund of Tender Security, if the same has been submitted by RTGS/ NEFT/ IMPS.

C18.6 The Tender Security shall be forfeited:

- (a) If the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) If the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E5.2 below;
- (c) If the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.
- (d) However, if the Tenderer withdraws his tender after opening of his financial package (in two package system) during the period of validity of his tender or in case of (c) above, beside forfeiture of tender security, the tenderer shall not only be debarred from participating in the re-tender of same work but also will be debarred from participating in any tender of NMRC for a period of one year from the date of withdrawal of his tender or from date of issue of LOA, as the case may be.

C19 Performance Guarantee, Undertaking and Warranties

Please refer clause 4 of S.C.C.

C20 Labour

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

C21 Other Contractors

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

C22 Insurance

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

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 AMC-STP-01** Technical Package and **Contract AMC-STP-01** Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

C24 Pre-Tender Meeting

C24.1 A Pre-Tender meeting shall be held on the date and time 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/upload any question through e-tendering portal or by e-mail to **GM/Civil** e-mail id 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, 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/ clarification.

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) tender 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 person or persons signing the Tender before scanning and uploading/submitted.

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 of adjustment corresponding these deviation(s) shall separately be furnished in the format prescribed in Annexure-13A of BOQ. Tenders not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.

C26.2 Tenderers shall note that except for deviation(s) listed in Appendix-13 of FOT, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

D. Submission of Tenders

D1 The tenderer shall submit their tender on-line on e-tendering website specified under the Clause 1.1.2 (key details) of NIT.

D1.1 Only “Tender Security/EMD” of format stated in clause C 18.1.3 (b) shall be submitted in originals (in physical form) as described below:

D1.2 The bidders will be required to upload scanned copies of transaction of payment of tender fee/Tender document cost and Tender Security at the time of online bid submission and No copies of transaction of payment are required to be sent to the office of **GM/Civil**.

D1.3 Deleted.

D1.4 Deleted.

D1.5 ‘Tender Security’ submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.

D1.6 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 before the due date and time of tender submission prescribed in NIT after which no tender shall be accepted.

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

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

D2.4 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 final bid.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

E. Tender Opening and Evaluation

E1 Tender Opening

- E1.1 Uploaded scanned copy of Tender Cost and Tender Security will be checked first.
Tenders of those tenderers who have not submitted 'Tender Security' and 'Cost of Tender Documents' shall not be opened.
Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.
- E1.2 The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, NMRC will first check the tender cost and tender security through online mode by cross verifying with the details of online transaction.
- E1.3 The Technical Package of all tenderers who have submitted a valid Tender Security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the **GM/Civil**, Noida Metro Rail Corporation Ltd., Block-III, 3rd Floor, Ganga Shopping complex, Sector-29, Noida, Gautam Budh Nagar Uttar Pradesh -201301. Tenderers may visit NMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. 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 Deleted.
- 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. Tenderer 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 **GM/Civil**.

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 of ITT herein.

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

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

All such documents or certificates which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

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 non-conformity, the tender shall be disqualified and rejected.

E4.4 Evaluation of Material deviation or reservation

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

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

E4.5 Evaluation of qualifying conditions

A tender containing any qualification which

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

E4.6 Evaluation of Technical Proposal & other Technical Data:

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

- E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.
- E4.7 Tenderers not considered substantially responsive and not full-filling the requirements of the tender documents 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-confirming 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. 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.

In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is financially more sound i.e. who scores more points as detailed in the Annexure-9 of ITT. No consideration will be given to other bidder(s).

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

E5.3 Comparison of Tenders

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

- E5.4 If any change in the Employer's Requirement is considered necessary during technical evaluation, the tenderers who meet the requirements of Paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to reserve 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 Schedule-A, B & C.
 - ii. The total amount worked out from the quoted percentage only above by the tenderer for the given Schedule-D.

The total value of above thus obtained in equivalent INR shall be compared amongst various tenderer to determine the lowest evaluated tender. Provision of clause 1.1.3.1 (ix) of NIT shall also be considered for financial evaluation.

- 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 or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E6 Indigenisation

- E6.1 Tenderers are encouraged to involve domestic firms in the Contractor Indigenization and procurement processes.

F Award of Contract

F1 Award

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

F2 Employer's Right to accept any Tender and to reject any or all Tenders

- F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.
- F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

- F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer online on e-tendering portal to confirm 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 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 indicating their unconditional acceptance, 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

- F4.1 The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.
- F4.2 Prior to signing of the Contract Agreement, the successful tenderer shall also submit the following documents within a period of 30 days from the issue of the Letter of Acceptance:
- a. Performance Guarantee
 - b. Power of Attorney if different from the one mentioned in the tender submission.

F5 Performance Security

- F5.1 The Performance Security required in accordance with Clause 4.2.1 of SCC and Clause 3 of SCC **shall be for 5% 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 from the date of issue of the Letter of Acceptance. The form of Performance Security is provided in Annexure-7 of ITT.

The PBG shall remain valid for entire period of the Contract, including any extensions, amendments, or variations thereof and shall further remain valid for a period of six (6) months beyond the date of DLP or Completion of the Contract whichever is later. The Bank Guarantee shall also have a claim period of not less than six (6) months from the date of Expiry of the PBG during which NMRC shall be entitled to invoke the same.

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.

A separate invoice of the BG will invariably be sent by the issuing bank to the Employer. The details of Employer's bank are as under:

State Bank of India

**State Bank of India (04077) - Sector 18, Noida Gautam Budh
Nagar, Uttar Pradesh -201301
IFSC Code; SBIN0004077**

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

**Instructions to Tenderers
Annexure-1[As per clause C12]**

Annexure 1 [As per clause C6.1 & C2.2(f)]

Requirements for Tenderer's Technical Proposals

- 1 The Tenderer's attention is drawn to the Employer's Requirements (Volume-3) and 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 Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology.
- 3 The tenderers Technical Proposal shall cover the following:
 - 3.1 Understanding and comprehension of the work involved;
 - 3.2 Structural form, materials and structural principles, method of carrying or accommodating loads or actions, fixed points and articulation, and choice and grades of structural materials;
 - 3.3 Testing and investigations undertaken, or to be undertaken;
 - 3.4 All structural components, methods of jointing and waterproofing, drainage and corrosion protection;
 - 3.5 Details of method proposed for the work;
 - 3.6 Structural and construction arrangements at interfaces with adjacent contracts;
 - 3.7 Traffic management plan showing temporary diversions wherever required;
 - 3.8 Approach to co-ordination with other contractors. Tenderer shall elaborate the organization further and system giving frequency of meetings or any other system / approach which we will adopt;
 - 3.9 Fabrication, construction and erection methods, including proposals for ensuring that disruption to road and pedestrian traffic is minimized;
 - 3.10 Protective coatings and systems, finishes
 - 3.11 The general approach and methodology proposed for carrying out the services covered in the scope of work, including such information as deemed relevant.
 - 3.12 Initial settlement assessment, effect on adjacent structures including utilities and proposed protection works including instrumentation and monitoring.

4. The Contractor's Technical Proposals shall include the following documents:

4.1 Drawings

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

4.2. Specifications

4.2.1 The Specification shall comprise the Construction Specifications which shall consist of the Outline Specification which shall be identical to those contained in the Tender Documents and a Particular Specification. The Particular Specification shall draw attention to any part or parts of the Outline Specification which the Contractor intends to amend or omit and shall contain further material such that the design of the Permanent Works is fully specified and the construction of the Permanent Works is specified at least in outline at this stage.

4.2.2 In producing the Particular Specifications, the Tenderer shall ensure that clauses, paragraphs and any appendices therein are identified by their numbering as uniquely belonging to the Particular Specifications, and shall not in any event amend or change the numbering in the Outline Specifications.

4.2.3 The Tenderer should note that the Specifications submitted with the Tender as part of the Contractor's Technical

Operation and Maintenance of Sewage Treatment Plant (STP), Effluent Treatment Plant (ETP) and Ultra Filtration (UF) Unit installed at the Depot of Noida – Greater Noida Corridor.

Proposals will, prior to acceptance of tender, be merged and consolidated into a single document for incorporation into the Contract.

4.2.4 The Tenderer should note that the Particular Specifications form a crucial part of the Contractor's Technical Proposals, and shall be prepared in sufficient detail to demonstrate full compliance with the Employer's Requirements. The quality of the Particular Specifications will be paramount in evaluating technical compliance of Tenders.

4.3 Statement of Compliance

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

4.4 Statement of Maintainability

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

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

5.1 Technical Notes

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

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

5.3 Testing Proposals

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

5.4 Codes and Standards

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

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.
- 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 organisation, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site with details of the proposed locations of where any such work is to be carried out, the facilities available.
- 7) The Tenderer shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submitted as part of his Tender. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.
- 8) All programmes shall include, procurement periods, major material, offsite production/ prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractors etc.

INSTRUCTIONS TO TENDERERS

Annexure-3 [As per clause C12.1]

RESOURCES PROPOSED FOR THE PROJECT–PERSONNEL

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision. The qualification/experience of such Project personnel is given under Annexure-2:

S. No.	Designation of Project Personnel	Minimum Requirement	Penalty on non-deployment
A	<u>Key Personnel</u>		
1	Skilled Plant Operators	1 No. Per Shift (Total 3 shifts in 24 hours and 8 hrs in each shift)	Rs. 3087/- Per shift Per person
2	Electrician/Plumber/Supervisor	1	Rs. 3087/- Per Visit
3	Expert Engineer	1	Rs. 24,000/- Per Visit
4	Sweeper	1	Rs. 2,650/- Per Day

Notes:

1. The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
2. The performance of project personal deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the personnel is not satisfactory, the contractor shall replace them with good personnel immediately as per the directions of the Engineer.
3. These minimum project personnel are as per the requirements of various activities at different stages of works. The schedule for deployment of “Key Personnel” (as indicated above) shall be submitted by the contractor within the NTP (notice to proceed) date mentioned in the LOA. These “Key personnel” shall be mobilised from the commencement of the work as per the aforesaid schedule for deployment of “key personnel” approved by the Engineer.
4. In case of non-deployment of project personnel, the penalty shall be imposed as indicated above and deducted from Contractor’s running/final bills. The decision of the engineer in this regard, shall be final and binding.

Undertaking

1. We confirm to deploy “Key Personnel” from the commencement of the work as per the schedule for deployment of key personnel approved by the engineer.
2. We also confirm to deploy manpower over and above the minimum manpower stated above, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

Instructions to Tenderers

Annexure-4

[As per clause C12.1]

MINIMUM ORGANISATION STRUCTURE REQUIRED

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

S. No.	DESIGNATION	QUALIFICATION	EXPERIENCELEVEL
1.	Skilled Plant Operators	Matriculation / Class 12th pass and having ITI (NCVT/SCVT) in Electrician, Fitter and Plumbers Trade from a Govt. ITI or Govt. aided ITI.	Total minimum experience of 03 years
2.	Electrician/Plumber/ Supervisor	Matriculation / Class 12th pass and having ITI (NCVT/SCVT) in Electrician/Plumbers Trade from a Govt. ITI or Govt. aided ITI.	Total minimum experience of 03 years
3.	Expert Engineer	Diploma/B.tech in Civil Engineering/Electrical engineering/Mechanical Engineering	Minimum 05 years for degree and 08 years for diploma
4.	Sweeper	Matriculation / Class 12th pass	

NOTES:

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

UNDERTAKING:

- i) We confirm to deploy project-personnel required to achieve progress of work as per construction work program submitted along with the bids or as approved by the Engineer.
- ii) We confirm to deploy manpower over and above the minimum numbers, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

Instructions to Tenderers

Annexure-5

[AsperclauseC13]

RESOURCES PROPOSED FOR THE PROJECT-PLANTS & EQUIPMENTS

S.No.	DESCRIPTION OF PLANT/EQUIPMENTS	MINIMUM QUANTITY
1	All necessary tools, plants and equipment required for the Maintenance of STP, ETP & Ultra Filtration Unit	As per site/work requirement basis

Note:

1. These resources are for peak period of each activity. All plants and equipment need not to be mobilized simultaneously, plants and equipment's as required as per the progress of the work shall be brought at site in advance as directed by the Engineer-in-Charge.

UNDERTAKING:

1. We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants& equipment over and above the minimum numbers indicated above, if the work requires so.
2. Hiring of Cranes shall be as per approved vendors of NMRC's supply of cranes. The enclosed list is not exhaustive and contractors are free to propose and utilize plant and machinery after getting approval from NMRC. Third party certification of cranes, competency certification of the operators etc. would be required before grant of approval.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

Instructions to Tenderers

Annexure-6

(As per Clause C18.1.2)

FORM OF BANK GUARANTEE FOR TENDER SECURITY

DELETED

Instructions to Bidders

Annexure - 6A

(Refer Clause C 18 of ITT)

UNDERTAKING FOR ENCASHMENT / FORFEITURE OF TENDER SECURITY

DELETED

Instructions to Tenderers

Annexure-7

[As per clause F5]

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this..... day of.....(month& year) between Bank of.....(hereinafter called the “Bank”) of the one part, and Noida Metro Rail Corporation Limited (here in after 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 1.1.2(a) of NIT) (hereinafter called “the contract”) to M/s.....(Name of the Contractor)....hereinafter called “the Contractor”.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs.(Amount in figures and words).
4. Now we the Undersigned.....(Name of the Authorized representative of bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that The said Bank will guarantee the Employer the full amount of ₹.....(Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on the behalf of the contractor and we here by 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 not withstanding 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 as Clause 4.2.1 of the “General Conditions of Contract”).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee, and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment 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. Not with standing anything contained herein:

- (a) Our liability under this bank Guarantee shall not exceed ₹..... (₹.....)
- (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 where of I/We of the bank have signed and sealed this guarantee on the.....day of(Month &Year) being herewith duly authorized.

For and on behalf of the _____Bank.

Signature of authorized Bank official

Name:
Designation:.....
I.D. No. :
Stamp/Seal of the Bank:.....

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

In the presence of:

Witness1.	Witness2.
Signature.....	Signature.....
Name	Name.....
Address.....	Address.....

Notes:

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

**Instructions to Tenderers
Annexure-7A
(As per clause F5)**

DELETED

**Instructions to Tenderers
Annexure-8
[As per clause 1.1.3.2B of NIT]**

PROFORMA FOR BANKING REFERENCE FOR LIQUIDITY

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

BANK CERTIFICATE

This is to certify that M/s..... is a reputed company with a good financial standing. If the contract for the work, namely is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs to meet their working capital requirements for executing the above contract.

**-Sd-
Name of Bank
Senior Bank Manager
Address of the Bank**

**Instructions to Tenderers
ANNEXURE-9 (As per clause E5.1.1)
TIE BETWEEN TWO LOWEST TENDERERS**

In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is financially more sound i.e. who scores more points as detailed in this Annexure-9 of ITT.

The financial soundness of such bidders shall be judged based on the approximate value of work to be done in one year denoted as 'X' which will be calculated as under:

$$X = \frac{\text{Approx. cost of work as given in NIT}}{\text{Time of completion in years}}$$

Criteria for different financial parameters will be as under:

1. Working Capital/Net cash flow (Current Assets minus Current Liabilities):

$\geq \frac{X}{5}$	=	3 points
$\geq \frac{X}{6}$ but $< \frac{X}{5}$	=	2 Points
$\geq \frac{X}{7}$ but $< \frac{X}{6}$	=	1 Points
$< \frac{X}{7}$	=	0 Points

2. Profit before Tax:

Positive in 3 years	=	2 points
Positive in 2 years	=	1 points
Negative in all 3 years	=	0 points

3. Net Worth:

$\geq \frac{X}{3}$	=	3 points
$\geq \frac{X}{4}$ but $< \frac{X}{3}$	=	2 points
$\geq \frac{X}{5}$ but $< \frac{X}{4}$	=	1 points
$< \frac{X}{5}$	=	0 points

4. Average annual turnover:

$\geq 2X$	=	3 points
$\geq 1.4X$ but $< 2X$	=	2 points
$\geq 0.8X$ but $< 1.4X$	=	1 points
$< 0.8X$	=	0 points

Note:

(a) Working capital and Net Worth will be based on latest audited balance sheet.

(b) Average Annual Turnover and profitability will be based on last 5 years audited balance sheets.

NOTE- In cases ,where even after applying the above formulae if all the bidders are scoring same points. Then tender will be awarded to the bidder having highest Average Annual Turnover in the last 5 years.



NOIDA METRO RAIL CORPORATION LTD.

CONTRACT NO: AMC-STP-01

“Operation and maintenance of the Sewage Treatment Plant, Effluent Treatment Plant and Ultra Filtration Unit at the Depot and Staff Quarters on the Noida-Greater Noida Corridor.”

FORM OF TENDER

TENDER DOCUMENTS

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex
Sector-29, Noida, Gautam Budh Nagar
Uttar Pradesh-201301**

FORM OFFENDER (FOT)

To,

GM/Civil,

Noida Metro Rail Corporation Ltd.,
Block-III, 3rd Floor, Ganga Shopping complex
Sector-29, Noida, Gautam Budh Nagar
Uttar Pradesh -201301

Contract AMC-STP-01: Operation and maintenance of the Sewage Treatment Plant, Effluent Treatment Plant and Ultra Filtration Unit at the Depot and Staff Quarters on the Noida-Greater Noida Corridor.

Contract AMC-STP-01

GENTLEMEN,

1. Having inspected the site and examined the General Conditions of Contract, Special Conditions of Contract, Conditions of contract on Safety & Health and Environment, Employer's Requirements, Specifications, Tender Drawings (if any), Instructions to Tenderers including Bill of Quantity and addendum thereto (if any) issued by the NMRC for the execution of above mentioned works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices **2, 3, 4, 5, 5, 6, 6A, 7, 8, 9, 10, 11, 12, 13, 14, 15 & 16, 17, 17A, 18, 18A, 19, 19A, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 & 30** hereto, we hereby (jointly and the severally)* offer to execute and complete the whole of the said works and commissioning and remedying any defects therein, inconformity with the above documents within the completion period of **03 (Three) Years** (from the date of commencement) for the sum stated in the Bill of Quantities (Financial Bid) as completed by us and appended hereto.
2. We undertake (jointly and severally)*
 - (a) To keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) If our Tender is accepted, to provide Guarantees, Undertakings and Warrantees for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix-1 hereto; and
 - (c) To hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the NMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. We acknowledge that the Appendix forms an integral part of the Tender.
8. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
9. We, including any subcontractors or suppliers for any part of the contract, have or will have

Operation and Plant, Effluent Treatment Plant Maintenance of the Sewage Treatment and Ultra Filtration Unit at the Depot and Staff Quarters of Noida – Greater Noida Corridor.”

nationalities from eligible countries, in accordance with C11 of ITT.

10. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with C11 of ITT.
11. We are not participating, as a Tenderer, in more than one tender in this tendering process and we are not sub-contractor to any other tenderer participating in this tendering process in accordance with **A5 of ITT**.
12. We do hereby undertake that we have not been banned or business by NMRC/any other Metro Organizations/ 100% owned by Govt./ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries and also that none of our work was rescinded/ terminated by NMRC/ any other Metro Organizations/ 100% owned by Govt.) after award of contract during last 3 years due to non-performance.

We are, Gentlemen,
Yours faithfully,

Witness:
Signature:-----
Date-----
Name-----
Address-----

Signature:
Date-----
Name-----
For and on behalf of.....
Address

Witness:
Date-----
Name-----
Address.....

Signature:
Date-----
Signature:-----
For and on behalf of.....
Name-----
Address-----

***Note:**

1. Signature on the Form of Tender shall be witnessed and dated.
2. Copies of the relevant power of attorney shall be attached.

**FORMOFTENDER-APPENDIX-1
[REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT]**

S.N.	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
i.	Amount of Performance Security	Clause 4.2 of the GCC and clause 3 of SCC	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 4.2 of GCC.
ii	Latest 'date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed
iii(a)	'Time for completion' of the whole of the work	Sub-Clause 1.1.3.11 of The GCC	03 (Three) Years from the stipulated date of commencement of work.
iii(b)	Sections	Sub-Clause 1.1.6.6 of the GCC	"Not Applicable"
iv	Liquidated Damages for delay	Clause 8.5 of the GCC	(i) Liquidated damages shall be levied as 0.015% of Contract value per day in completion of whole work. (ii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% of the Original Contract Price stated in the letter of acceptance (LOA) unless otherwise modified in SCC
v	'DefectsLiabilityPeriod'for the whole of the Works	Clause10 of the GCC	The Defect Liability Period (DLP) shall be as per clause 20 of SCC.
vi	Amount of advance payment	Clause 11.2 of the GCC	No advance shall be payable as per clause No. 23 of SCC
vii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	100% of the Original Contract Price stated in the Letter of Acceptance (LOA).

Operation and Plant, Effluent Treatment Plant Maintenance of the Sewage Treatment and Ultra Filtration Unit at the Depot and Staff Quarters of Noida – Greater Noida Corridor.”

viii	Amount of Professional Indemnity Insurance (PII)	Clause 15.1 of the GCC	AOA (any one accident) limit equal to 6% of the original contract price stated in the letter of acceptance (LOA) with AOY (Any One Year) limit of 10% of the original contract price for all the incidents in a calendar year and the deductible amount shall not be more than 5% of AOA limit.
ix	Amount of Third Party Insurance	Clause 15.3 of the GCC	<p>The amount of Third-Party Insurance for any one incident or all incidents put together, shall be as under:</p> <p>(i) For works with Original Contract Price up to Rs 50 Crore: 10% (Ten percent) of the Original Contract Price stated in the letter of acceptance (LOA).</p> <p>(ii) For works with Original Contract Price more than Rs 50 Crore and up to Rs 250 crore: Rs. 5.00 Crore for first 50 crores plus 5% (five percent) of the remaining Original Contract Value (Original contract value minus Rs 50 Crore)</p> <p>(iii) For works with Original Contract Price more than Rs 250 Crore and up to Rs 500 crore: Rs.15.00Crore for first 250 crores plus 2% (two percent) of the remaining Original Contract Value (Original Contract Value minus Rs. 250 Crore)</p> <p>(iv) For works with Original Contract Price more than Rs 500 Crore: Rs. 20.00 Crore for first 500 crores plus 1% (one percent) of the remaining Original Contract Value (Total Original Contract Value minus Rs. 500 Crore) subjected to a maximum of Rs. 25.00 Crore.</p>
x	Insurance for workers/ employees	Clause 15.4 of the GCC	All of the contractor's employees shall have to be covered under ESI and ECA as per clause 25 of Special conditions of contract.
xi	General Requirements for Insurance	Clause 15.5 of the GCC	Evidence/copies of the insurance policies to be submitted to the Engineer within 2 weeks when the insurance is effective as per the time stated in SCC.
xii	Employer's Name and Address	Clause 18.2 of GCC	Noida Metro Rail Corporation Ltd., Block-III, 3 rd Floor, Ganga Shopping complex Sector-29, Noida, Gautam Budh Nagar Uttar Pradesh -201301

Date :

Place :

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

ON BEHALF OF TENDERER

FORM OF TENDER-APPENDIX-2

UNDERTAKING

We (name of the tenderer) hereby undertake that the Bill of Quantities/ Pricing Document (Volume 5 of the tender documents) duly completed in all respect has been uploaded by us in Package 2 (i.e., Financial Package).

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

FORM OF TENDER-APPENDIX-3

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

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

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

Stamp and Signature of authorized signatory of Tenderer

FORM OF TENDER - APPENDIX 4

OUTLINE SAFETY & HEALTH PLAN AND OUTLINE ENVIRONMENT PLAN

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

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

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

Stamp and Signature of authorized signatory of Tenderer

FORM OF TENDER - APPENDIX 5

TENDERER'S TECHNICAL PROPOSALS

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

Stamp and Signature of authorized signatory of Tenderer

FORM OF TENDER-APPENDIX-6

GENERAL INFORMATION ABOUT THE TENDERER

A. TENDERER INFORMATION SHEET	
Tenderer's Legal Name	
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Please tick one)
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication	
Tenderer's authorized signatory (name, designation, address, contact no.)	
Tenderer's authorized representative (name, designation, address, contact no.)	
<p>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER :</p> <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm including LLP. c) Memorandum & Article of Association in case of a Public/Private limited company. d) Authorization/POA in favour of authorized signatory of tenderer to sign the tender. <p>Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with NMRC related to the tender.</p>	

FORM OF TENDER-APPENDIX-6

B. JV/CONSORTIUM MEMBER INFORMATION

Deleted.

FORM OF TENDER - APPENDIX 6A
(Undertaking by JV/Consortium members)

Deleted

FORM OF TENDER -APPENDIX-7

STAFFING SCHEDULES AND ORGANISATION CHART

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

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

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

FORM OF TENDER - APPENDIX 8

SCHEDULE OF COMPONENTS MANUFACTURED OFFSHORE

Schedule of Components Manufactured Offshore

Deleted

FORM OF TENDER - APPENDIX 9
TENDER INDEX

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

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

Stamp and Signature of authorized signatory of Tenderer

FORM OF TENDER - APPENDIX 10

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

1. We hereby confirm to deploy the resources as per mentioned in Annexure-5 of ITT.
2. We also confirm to deploy plants & equipments over and above the numbers indicated as per Annexure-5, if the work requires so.
3. We further confirm that we shall only mobilize ‘Truck transmission type’ pick and carry Hydra crane -2nd generation models, wherever Hydra cranes will be required.

Seal & Signature of Authorized Signatory of the Tenderer

NOTE: The Tenderer shall provide complete details of Resource Plants & Equipments, he proposes for the work which has to satisfy the requirement of item 1, 2 & 3 above.

FORM OF TENDER – APPENDIX 11

(As per Clause A 4.2)

UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE

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

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

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

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

Date

To,
GM/Civil,
Noida Metro Rail Corporation Ltd.,
Block-III, 3rd Floor, Ganga Shopping complex
Sector-29, Noida, Gautam Budh
Nagar Uttar Pradesh -201301

LETTER OF UNDERTAKING

Contract AMC-STP-01: Operation and Plant, Effluent Treatment Plant Maintenance of the Sewage Treatment and Ultra Filtration Unit at the Depot and Staff Quarters of Noida – Greater Noida Corridor.

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

We further undertake that the aforesaid tender drawings and documents prepared by Noida Metro Rail Corporation Limited shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub-contractors of the joint venture are, or will be involved with either in India or any other country.

Signed
.....

For and on behalf of
(Name of tender)

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

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

The following are the particulars of minor deviations from the requirements of the Tender Document:

Sr. No.	Clause	Deviations	Remarks (including justification)	Confirming that price of adjustment of each deviation/s is given in Annexure-13A of financial package (Yes/No)

Note :

1. The Tenderer shall indicate price adjustment against each deviation in Annexure-13A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Appendix, it will have no effect.

Stamp and Signature of authorized signatory on behalf of Tenderer

FORM OF TENDER – APPENDIX 14

[As per clause C8]

TENTATIVE PROJECT IMPLEMENTATION PROGRAMME

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER – APPENDIX 15

[As per clause E4.2]

FINANCIAL DATA

(Following table shall be filled in for the tenderer)

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

NAME OF THE BIDDER :

(All amounts in Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2020-21	Year 2021-22	Year 2022-23	Year 2023-24	Year 2024-25
1	2	3	4	5	6	7
	Total value of Civil Engineering Work done as per audited financial statements					

NOTE:

1. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
2. All such documents reflect the financial data of the tenderer and not that of sister or parent company.
3. Historic financial statements must be complete, including all notes to the financial statements.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number, UDIN No. and Firm Registration Number.
5. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER - APPENDIX 16
[As per clause F4.2]

FINANCIAL DATA

(Following table shall be filled in for the tenderer)

(Commitment for On-going Civil Works / Civil Works in hand which are awarded to tenderer but yet not started as on last day of the month previous to the month of original tender submission)

Applicant’s legal name..... **Date**.....

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

(All amounts in Rupees in Crores)

S. No.	Name and brief particulars of contract (Clearly indicate the part of the Civil Engineering work assigned to the applicant (s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of Civil Engineering work assigned to the applicant(s))	Value of Balance Civil Engineering work yet to be done in Rupee equivalent as on the last day of the previous month of Original tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of Civil Engineering work to be done during next 36 Months with effect from the first day of the month of original tender submission (B)
	TOTAL							

Note:

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER APPENDIX 17

WORK EXPERIENCE

Tenderer’s legal name

Date.....

Page ofpages

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

Civil Engineering Work Experience		
Similar Contract Number _____ of _____ required		
Contract Identification		
Award date		
Completion date (in case of completed works)		
Employer’s Name		
Employer’s Address:		
Telephone / Fax number:		
E Mail		
Role in Contract (Individual/JV-Consortium member/sub-contractor)	Individual	JV/Consortium Member
Completion Cost /Value of actually executed works	Currency (as stated in Clients Certificate)	In equivalent INR at _____ price level (as on the last day of the month previous to the month of tender submission)
Value of similar work as per clause 1.1.3.2.A of NIT (Refer Note 3 below)	Currency (as stated in Clients Certificate)	In equivalent INR at _____ price level (as on the last day of the month previous to the month of tender submission)
If JV member specify percentage participation in contract & amount (Please refer Note-1 below)	% participation	In equivalent INR at _____ price level (as on the last day of the month previous to the month of tender submission)

NOTE:

1. Only the value of contract as executed by the tenderer/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of

Operation and Plant, Effluent Treatment Plant Maintenance of the Sewage Treatment and Ultra Filtration Unit at the Depot and Staff Quarters of Noida – Greater Noida Corridor.”

- the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.
 3. If the above work(s) comprises of works other than "similar work" also, then client's certificate clearly indicating the amount of "similar work" shall be furnished by the tenderer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER - APPENDIX -17A

Summary of Information provided in Appendix 17

Tenderer's legal name

Date.....

Page ofpages

Name of Applicant	Total Number of works	No. of contracts delayed, i.e., completed beyond the original date of completion
	As per clause no. 1.1.3.2 A of NIT	

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Operation and Plant, Effluent Treatment Plant Maintenance of the Sewage Treatment and Ultra Filtration Unit at the Depot and Staff Quarters of Noida – Greater Noida Corridor.”

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

Applicant’s legal name Date.....

Page of Pages

(All amounts in Rupees in Crores)

S.No.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2020-21	Year 2021-22	Year 2022-23	Year 2023-24	Year 2024-25
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Working Capital [=2 - 4]					
9.	Return on Equity					
10.	Annual turnover (from civil engineering work)					
11.	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above, complying with the following conditions.

1. All such documents reflect the financial data of the Applicant and not sister or Parent Company.
2. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
3. Historic financial statements must be complete, including all notes to the financial statements.
4. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.
5. This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number, UDIN No and Firm Registration Number.
6. The Years mentioned in the table are indicative only. Financial Data for latest last five (5) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certified by Chartered Accountant that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

However, the tenderer should have been incorporated more than three years earlier from the last day of the previous month of tender submission. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 3 to work out the average annual turnover. In case balance sheet of the last year has not been audited so far, then data shall be divided by 2 to work out the average annual turnover.

FORM OF TENDER APPENDIX-18A

(Affidavit for Unaudited Balance Sheet as per Notes to Clause 1.1.3.2B of NIT)

(On a non-judicial stamp paper of appropriate value)

(To be filled by the bidder* in case their Balance Sheet for F.Y. 2024-25 has not been audited. If the Balance sheet for FY 2024-25 has been audited then the bidder need not to fill this form or may simply write “NOT APPLICABLE”)

I,..... (Name and Designation of Authorized Signatory)
of..... (Name of
Company/Firm/Proprietorship/Partnership) hereby confirm that the Balance Sheet for Financial
year i.e. FY 2024-25 has actually not been audited/ or under finalization so far.

Stamp and Signature of authorized signatory

On behalf of Tenderer

FORM OF TENDER - APPENDIX 19

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

To be submitted by tenderer (single entity)

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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

FORM OF TENDER- Appendix- 19A

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

(to be submitted by tenderer (single entity))

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

Applicant’s legal name Date.....

Page OfPages

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

* Strikethrough whichever is not applicable.

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

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 has reported four or less number of works in the Appendix 19A then there should not be any unsatisfactory performance in any of the works of tenderer. Otherwise, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participating in tender

Operation and Plant, Effluent Treatment Plant Maintenance of the Sewage Treatment and Ultra Filtration Unit at the Depot and Staff Quarters of Noida – Greater Noida Corridor.”

process. In other cases, if the Overall Performance of tenderer in more than 20% of the works reported in the Appendix 19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 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 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b) and 13.2.1 of GCC.
- e) The undertaking shall be signed by authorized signatory of the tenderer.

Stamp & Signature of Authorized Signatory

Example:

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

FORM OF TENDER - Appendix- 20

**(Undertaking as per clause 1.1.3.1v (d) of NIT)
(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)**

(to be submitted by tenderer (single entity))

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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

**FORM OF TENDER – Appendix- 21
(Undertaking as per clause 1.1.3.1 v(e) of NIT)
(UNDERTAKING FOR FINANCIAL STABILITY)**

(to be submitted by tenderer (single entity))

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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

FORM OF TENDER- Appendix- 22

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents (as named in Clause 1. 1. 4 of NIT)/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://etender.up.nic.in>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [<https://etender.up.nic.in>]. We, confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

**FORM OF TENDER- Appendix- 23
(Undertaking as per Clause 1.1.3.1 ix (d) of NIT)**

We hereby jointly and severally certify in accordance with Clause '9.a' of the Order no. P-45021/2/2017- PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 04.06.2020, that the item(s) offered meets the minimum local content of **90% / 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-24** 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 4.33.1(a) (ii) of this tender for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

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 practicing cost accountant or practicing 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 04.06.2020, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. This appendix need to be submitted only by 'Class-I local supplier' / 'Class-II local supplier' as defined in Clause 1.1.3.1 ix of NIT.
2. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER- Appendix- 24

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

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Form of Tender- Appendix- 25

Details of Bank Account for refund of Tender Security/EMD

**(Applicable if EMD/Tender Security deposited through Demand Draft/
Banker's Cheque/ RTGS/ NEFT/ IMPS)**

1. Name of the firm/ Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of the account holder in bank:
7. Account Type:
8. Account Number:
9. IFS Code of the bank Branch:
10. Whether a copy of cancelled Cheque of the Bidder/Firm submitted: Yes or No
(Please tick)
(A copy of cancelled cheque to be enclosed).

Signature of the Authorized person of the Bidder with seal & Date

Notes:-

- a) EMD/Tender Security will be refunded through NEFT/ RTGS/ IMPS/ DD/ Bankers Cheque/ any other mode of payment, in the name of firm and bank account mentioned in this appendix, which shall be of same firm and account through which EMD/Tender Security has been paid to NMRC.
- b) EMD/Tender Security shall be paid in compliance with ITT Clause C18.1.2/ C18.1.3

FORM OF TENDER- Appendix- 26

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.

Stamp and Signature of authorized signatory of
Tenderer

NOTE:

1. The undertaking shall be signed by authorized signatory of the tenderer
2. 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 4.33.1a (ii) of GCC and this would be a ground for immediate termination besides taking further action as per Clause 4.33.1(b) /legal action in accordance with law.

FORM OF TENDER - Appendix- 27

{Pending Litigation as on last day of month previous to the month of tender submission as per Clause1.1.3.1v(f) of NIT}

(to be submitted by tenderer (single entity))

Applicant's legal name.....

Date.....

Page..... OfPages

Net Worth of the tenderer INR* Crore during last audited financial year

S.No.	Contract Identification	Year of award	Total completed cost (current value in case of ongoing work) (INR*)	Total amount in dispute (including claims & counter-claim) (INR*)	Applicant's percentage participation (in case of work executed by the applicant in JV/Consortium)	Applicant's share of disputed amount (INR*)
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5) x (6)
	Contract Identification: Name of Employer: Address of Employer: Matter in dispute: <i>[indicate main issues in dispute]</i> Status of dispute: <i>[indicate if it is under Arbitration or being dealt with by the Judiciary]</i>					
1						
2						
Add required number of rows						
	Total of amounts of all contracts in dispute (INR*)					
	Percentage of net worth					

* or respective currency

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note: This information shall be signed by authorized signatory of the tenderer.

FORM OF TENDER- Appendix- 28

Undertaking

1. We understand that our technical proposal (understanding & Comprehension of Work, General approach & Methodology), Outline Safety & Health Plan, Outline Environmental Plan, Outline Quality Plan are for assessment of eligibility requirements and the same have no bearing on our financial bid. We undertake that the work will be executed as per provision of tender specifications/ drawings/ Outline Design Specifications despite contrary provisions, if any, in our submission and nothing extra will be claimed on this account.
2. We understand that design calculations/ drawings/ specifications submitted by us are not adequate for detailed examination at this stage, so we hereby confirm that we will comply all the design requirement and codal provisions as specified in tender documents and also confirm that due to any change in design/construction methodology during the execution of work, nothing extra shall be claimed by us.

We hereby undertake that in case of any deviation in Technical Proposal with respect to the Tender documents & Tender drawings, the conditions as mentioned in Tender documents shall prevail.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER-APPENDIX-29

(As per clause 1.1.3.1 v(h) of NIT)

(This affidavit is to be submitted by the tenderer on a non-judicial stamp paper of Rs 100)

I(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____(Name of work as per clause 1.1.1 of NIT)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from e tendering website <https://etender.up.nic.in>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the NMRC shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the minimum eligibility criteria requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation or after award/signing of contract agreement and if it is found that I/we has/have indulged in corrupt /fraudulent/collusive/coercive practices, at any stage before or after award of the contract as per clause 4.33 of the general conditions of contract (GCC), it shall lead to actions such as rejection of bid/forfeiture of Tender Security or rescission/termination of Contract/forfeiture of Performance Security other dues if any payable against the contract, banning of business etc. as per Suspension/Banning Policy of NMRC.

SEAL AND SIGNATURE OF AUTHORIZED SIGNATORY
OF THE TENDERER

Place:

Dated:

FORM OF TENDER-APPENDIX-30

(Undertaking by Parent Company as per clause 1.1.3.1 vii(a)&(b) of NIT)

We M/s.....(Name of Parent Company)** do here by undertake that M/s..... (Name of Wholly owned subsidiary (ies))** is/are the wholly owned subsidiary(ies) of M/s.....(Name of Parent Company)** and we have submitted the tender for the work of _____(Name of work as per clause 1.1.1 of NIT)** as a Joint Venture(JV)/Consortium of parent company and our wholly owned subsidiary(ies).

SEAL AND SIGNATURE OF AUTHORIZED SIGNATORY
OF THE PARENT COMPANY

Place:

Dated:

Note: This undertaking is to be submitted by the Parent Company only in case if the tenderer is a Joint venture (JV)/Consortium of a Parent Company and its wholly owned subsidiary (ies) including any other company (ies)

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer and italicized text shall be deleted from the final undertaking.