



NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

For Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Tender No.: NMRC/Civil/ Geo.Inv./ 366 /2025

FEBRUARY 2025

Issued by:

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

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Data Sheet

1	Name of the Bid	Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).
2	Approximate Cost of Work	INR 78,09,229.60/- (including GST)
3	Time-period of contract	90 days
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR 5,900/- (including GST) (Rupees Five Thousand and Nine Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	INR 1,56,185.00 /- (Rupees One Lakh Fifty-Six Thousand and One Hundred Eighty-Five only) through DD/RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	DGM/Civil Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website: www.nmrcnoida.com
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Schedule of Bidding Process	
	Head	Key Dates
	Uploading of Bid	24/02/2025
	Pre-bid Meeting	03/03/2025 15:00 Hrs. (IST)
	Last date of seeking clarification	05/03/2025
	Last date of issuing amendment, if any	10/03/2025
	Last Date of Bid Submission	17/03/2025 15:00 Hrs. (IST)
	Date of Technical Bid Opening	17/03/2025 15:30 Hrs.(IST)
13	JV/Consortium to be allowed	No
14	Account details	For Bid Processing Fee & EMD State Bank of India (04077) — Sector 18, Noida, Gautam BudhNagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

Note:

- Tender Cost and Tender Security are exempted for 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 and have valid registration certificate as on date of tender submission.

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- The MSEs would not be eligible for exemption of tender security if;
 - i. Either they are not registered for appropriate category.
 - ii. Or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from '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 and Terminal Validity of registration.

In absence of any of the above requirements no exemption for 'tender security' will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

No further clarification shall be sought on the above.

- i. In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprise, and;
- ii. withdraws his Tender during the period of Tender validity; or
- iii. becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
- iv. refuses or neglects to execute the contract; or
- v. fails to furnish the required Performance Security 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 NOA/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.

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SECTION 1.0

GENERAL INFORMATION

1.1 GENERAL

Description of work	Earnest Money Deposit (EMD) (Rs.)	Cost of Tender Document	Period of completion	Last date for submission of tenders	Approximate Cost of Work (Rs.)
Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).	Rs. 1,56,185.00 /-	Rs.5,900/- (inclusive of 5% GST)	90 days		Rs. 78,09,229.60/- (including GST)

1.2 POINTS TO BE NOTED

1.2.1 Works envisaged under this contract are required to be completed in all respects within the period of completion mentioned above.

1.2.2 The mere fact that the tenderer has been shortlisted for the work shall not imply that his tender shall automatically be accepted. The same should contain all details as required for the consideration of tender.

1.2.3 Tender document consists of following sections:

- Notice Inviting Tender
- General Information
- Instructions to Tenderers
- Scope of work
- Qualification, Evaluation and Selection Process
- Technical Specifications
- Special Conditions of Contract
- Site Information & Barricading Sketch
- Forms of the Tender
- General Conditions of Contract (GCC)
- Safety, Health and Environment Management (SHE)

1.2.4 The cost of the Tender document is Rs.5900.00/- inclusive of 5% GST, which has to be paid only by DD/RTGS or NEFT to the following bank account of NMRC:

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

Cost of Tender Document as well as EMD is to be paid only by RTGS or NEFT to the above

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mentioned NMRC account before date and time of submission of offer. No other mode of payment will be accepted.

The tenderers shall have to pay cost of bid document/ Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The copy of RTGS/NEFT receipt with Transaction Id certified by the same bank must be enclosed along with the Bid. This cost of bid document/ Tender processing fee as mentioned in **Data Sheet** will be non-refundable.

- 1.2.5 The contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.6 Conditional offer or offer with deviations from the Conditions of Contract or other requirements stipulated in this tender document is likely to be rejected as non-responsive.
- 1.2.7 NMRC reserves the right to accept or reject the tender offer without assigning any reasons. Tenderer shall not have any cause of action or claim against the NMRC for rejection of his proposal.

DGM/Civil

Noida Metro Rail Corporation Limited

SECTION 2.0 INSTRUCTIONS TO TENDERERS

2.1. General instructions

- a. A tenderer shall submit only one bid in the same tendering process, individually as a tenderer. 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 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.
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- i. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
 - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or
 - iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

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

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the website <http://etender.up.nic.in> or on NMRC website (www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

2.1.2. Acknowledgement by Bidder

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

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

2.1.3. Availability of Bid Document

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

2.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Executive Director, NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/ Request for Additional Information: RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).**". The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

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- c. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e- Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e- Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt under Fraud and Corrupt Practices.
- f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

2.1.5. Amendment of e-Bid Document

- a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- b. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

2.2. Preparation and submission of Bids

2.2.1. Language of e-Bid

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

2.2.2. Documents constituting the e-Bid

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

- a. **Technical e-Bid- Technical e-Bid will comprise of -**
 - i. **Fee details** - Details of Bid processing fee and prescribed EMD
 - ii. **Eligibility details** - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and

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fulfill all the conditions of the contract.

- iii. **Technical evaluation** - Details of all documents needed for technical evaluation as mentioned in this RFP

b. **Financial e-Bid** -

- i. **Price bid** – Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender. There shall be a single quote.

2.2.3. Documents establishing Bidder's Qualification

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

2.2.4. E-Bid form

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

2.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

2.2.6. Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidders should provide all the information as per the RFP and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.2.7. Deadline for submission of e-Bid

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

2.2.8. Submission of e-Bid

- a. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NMRC.
- b. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- c. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid

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schedule.

- d. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

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

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

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

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

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of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

2.2.9. Late e-Bid

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

2.2.10. Withdrawal and resubmission of e-Bid

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

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

- a. Notwithstanding anything contained in this e-Bid, NMRC reserves the right to accept or reject

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any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- b. NMRC reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the e-Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

2.2.12. Period of validity of e-Bid

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

2.2.13. Correspondence with the Bidder

- a. Save and except as provided in this e-Bid, NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- b. Subject to Clause 3.4.5 no Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c. Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

2.3. Earnest Money Deposit

2.3.1. Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.
- d. No interest will be paid by the Employer on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

2.4. Opening and Evaluation of Bids

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2.4.1. Opening of technical e-Bid by NMRC

- a. NMRC will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening being declared a holiday for the Corporation, the e –bids shall be opened at the appointed time and place on the next working day.
- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

2.4.2. Opening of financial e-Bid

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

2.4.3. Correction of Errors

- a. Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.3.1f

2.4.4. Examination of e-Bid document

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

2.4.5. Contacting NMRC

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- a. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e-bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

2.4.6. Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power

under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

2.5. Award of Contract

2.5.1. Award Criteria

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.
- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.5.2. Notice of Award (NOA)

- a. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

2.5.3. Signing of contract

At the same time as NMRC notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

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

NMRC reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers

SECTION- 3.0: SCOPE OF WORK

3.0 GENERAL

The work mainly comprises of Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

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The project site is located in the area of Gautam Budh Nagar.

Activities to be performed are as follows:

1. Drilling of 150 mm diameter boreholes upto a maximum depth of 5 metres in intact Hard Rock (RQD >50%) or 10 m in weathered rock (RQD upto 50%) or 30 metres in soil (upto N=100) using hydraulic / calyx rig by wash boring method as per the directions of Engineer-in-charge and as detailed in Technical Specifications and Schedule.
2. Conducting Standard Penetration Tests in bore holes at regular intervals of 1.5m as per I.S. Code of practice and also in-situ tests as per Schedule.
3. Collecting undisturbed soil samples from bore holes at every change of strata subject to a minimum of two per bore hole as per I.S. Code of practice.
4. Recording of water table level in the bore holes after completion of boring.
5. Conducting in-situ permeability tests in Rocky strata and tests in labs in all other types of soils.
6. Collecting rock core samples from bore holes and record the RQD.
7. Conduct all necessary laboratory tests on samples collected as per Schedule and Technical Specifications.
8. Survey of bore holes for elevation and plotting of bore hole locations in alignment plan.
9. Preparation of report summarizing the details of soil / rock classifications, analysis of test data and recommending the type of foundations to be adopted with design calculations for the proposed Elevated corridor duly highlighting the design criteria and design methodology and different groups of soil strata encountered.
10. Barricading of Work space at all the bore holes with barricades of 2.4mx1.8m.
11. Borehole depth in all type of strata may vary subject to site conditions.
12. Bore holes shall be plugged, back filled, and area restoration after completion of bore holes. It should be jointly checked with NMRC's Representative.

3.1 MATERIALS

3.1.1 Quality

All materials used in the works shall be of the best quality of their respective kinds as specified herein, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed in the Technical Specifications / Code of Practice.

3.1.2 Rejection

Any material found not to conform to the specifications shall be rejected forthwith and shall have to be removed from the site by the contractor at his own cost.

Any work not to the satisfaction of the engineer or his representative will be rejected and same shall be rectified, or removed and replaced with work of required standard of workmanship at no extra cost.

3.2 TIME SCHEDULE

The Contractor shall complete field work within **60 days from the date of award of work** and submit all deliverables/reports within remaining period as per the TENDER "Time Schedule" for

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completion of various items of work. This schedule is to be within the overall completion period of **90 days from the date of award of work.**

3.3 VARIATION IN QUANTITIES

Quantities provided in BOQ are tentative, which may vary up to 25% on either side.

3.4 CONTRACTOR'S PROJECT ORGANIZATION

The Contractor shall have a competent team of Managers, Engineers, Technical staff etc. so as to complete the work satisfactory as per various requirements of the contract.

SECTION 4.0

QUALIFICATION, EVALUATION AND SELECTION PROCESS

4.1 Eligibility Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

- a. Sole proprietorship, registered partnership firm, LLP, public limited company, private limited company can submit the Bidder. The firms and the companies should be registered in India. **Joint ventures or Consortium are not allowed to participate in the tender.**
- b. The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
 - i. One similar completed work costing not less than the amount equal to **Rs. 62.48 Lakh** (Rupees Sixty Two Lakh Forty Eight Thousand only) or
 - ii. Two similar completed works each costing not less than the amount equal to **Rs.39.05 Lakh** (Rupees Thirty Nine Lakh and Five Thousand only) or
 - iii. Three similar completed works each costing not less than the amount equal to **Rs.31.24 Lakh** (Rupees Thirty One Lakh Twenty Four Thousand only)

“Similar work” for this contract shall be “Geotechnical Investigation Work” in any Central Govt./ State Govt./ PSU's or any Private Limited company of repute
- c. The Bidder should have minimum **average annual turnover** of **Rs.78.10 Lakh** (Rupees Seventy-Eight Lakh Ten Thousand only) in the last 3 (three) Audited Financial Years (**2021-2022, 2022-23, 2023-24**) preceding the Bid Due Date.
- d. The Bidder should have Positive Profit before Tax (PBT) during any of the financial year positive during immediately preceding 3 Audited Financial Years (**2021- 2022, 2022-23, 2023-24**).
- e. The Bidder should be registered with the Goods and Services Tax Authorities.
- f. 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 (including any member in case of JV/consortium) as on the date of tender submission.

The Bidder shall also furnish the following documentary proof:

- For above criteria 4.1 a
 - i. Statutory proof of existence as the legal entity (COI, RC, Affidavit in case of sole proprietor & partnership deed).
 - ii. PAN certificate as per legal entity.
- For above 4.1 b
 - i. Form 4: Work Experience with documentary evidence as mentioned in the Form.
- For above criteria 4.1 c & d
 - i. Form 5: Financial Capability Details
 - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years ending on 31st March, 2024.
In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such

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a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."

iii. Self-attested copy of ITR of last 3 FYs ending on 31st March, 2024.

- For above criteria 4.1 e
 - i. Copy of GST registration certificate
- For above criteria 4.1 f
 - i. Form 6: Undertaking

Notes:

- The tenderer shall submit details of works executed by them in the Performa of Form-4 for the works to be considered for qualification of work experience criteria. Documentary proof of completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted
- Value of successfully completed portion of any ongoing work up to last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- 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.

4.2 Personnel

The Tenderer shall submit - Form 10: Undertaking pertaining to Personnel a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel and specialists for this work. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting.

4.3 Compliance with Technical Specifications

The Bidders must comply with the stipulated technical specifications as mentioned in the tender documents

4.4 Information of the Technical and Financial Proposal

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the lowest quoted price for the RFP for Geotechnical Investigation work of the Proposed Metro Corridor from Geotechnical Investigation work of the Proposed Metro Corridor from Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km) in the financial quote (L1 bidder) shall be selected for the award of contract.

4.5 Selection of Bidder

After the above evaluation process, the Technically Qualified Bidder, who is declared as L1 (lowest

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quoted price) may be declared as the selected Bidder ("Selected Bidder") for the Project.

- a. In case, two or more technically qualified bidders quote the same rate in the Commercial Bid, and become Lowest (i.e. L1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 3 financial years ending on 31st march, 2024. Experience certificate / work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be submitted by the bidder by the last date of tender submission. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.6 Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA
- c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.
- e. NMRC reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price. In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the NMRC and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity. In case the contractor executes the extra quantity without written approval of the NMRC with specific instructions to execute pending the finalization of rates, the payment shall be made at contract rate only. In the event of disagreement, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

4.7 Performance Bank Guarantee / Security Deposit

- a. To fulfil the requirement of performance bank guarantee during the implementation period, the

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Successful Bidder (herein referred to as the "Contractor") shall deposit 5% of the **Contract Price** in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of Noida Metro Rail Corporation Ltd., within 30 days from acceptance of the NOA. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The Performance Guarantee should be valid for a period of 2 months after completion of work. The bank guarantee must be issued by a bank branch located in Delhi NCR, Noida and Greater Noida region only. The bank Guarantee shall be extended and renewed in advance before the expiry of existing BG in favour of Noida Metro Rail Corporation Ltd.

- b. It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for:
 - i. Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - ii. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
 - iv. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

4.8 Contact during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded.
- b. Any effort by a Bidder to influence NMRC in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.
- c. In the event of any information furnished by the Contractor is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

DGM/CIVIL

Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301

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District Gautam Budh Nagar, Uttar Pradesh
Email: nmrchnoida@gmail.com

- e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

4.9 Other Instruction

- a. Canvassing in connection with the tenders is strictly prohibited and the tenders, submitted by Bidder, who resort to canvassing, are liable to be rejected. EMD will be forfeited of those tenders who will be found non serious and if it is felt by the tender committee that the Bidders submitted their tender only to influence the tendering process.
- b. On acceptance of the tender, the name of the accredited representative of the Contractor, who would be responsible for taking instructions from the NMRC or the official deputed by NMRC, shall be communicated to the NMRC or the official deputed by NMRC in writing.

4.10 Project Financial Terms

4.10.1 Payment Terms

- a. The payment for items given in Bill of Quantity/Pricing Document shall be made on the basis of actually executed quantities as per the accepted rates after satisfactory verification by the user/engineer incharge from NMRC.
- b. The work executed against the BOQ items would be paid on measurement basis.
- c. The Contractor may raise their "Schedule of payment" payments as per clause 6.11 of SCC.
- d. Income Tax is deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the government.
- e. GST, if claimed, will be reimbursed only if the GST Registration no. is mentioned in the Invoice. In the absence of GST Registration No., GST will not be reimbursed. Further, GST will be reimbursed only when GST is reflected on the GST Portal (GSTR2A of NMRC).
- f. Quote PAN and GST on all correspondence, bills, voucher and other documents otherwise TDS at higher of the prescribed rate will be deducted.
- g. All payments to the contractor will be made by e-payment/ Account payee cheques. Quarterly payments shall be made on receipt of the bill complete and correct in all respect along with the supporting documents subject to deduction of statutory charges/ taxes/ duties/ levies etc.
- h. Bills, correct in all respect, shall be submitted in Engineer in-charge, in duplicate along with supporting documents, who will arrange the payment through department of NMRC.
- i. No advance of any type shall be paid.
- j. Supporting documents to be submitted by contractor along with bill.

4.11 Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of procurement in NMRC

a) Definitions:

- I. Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. Minimum local content shall be 90% (As per prevailing MoHUA guidelines) for the subject tender.
- II. Local Supplier means a supplier or service provider whose product or service offered for Procurement meets the minimum local content as prescribed at sr. no. (I) above
- III. L-1 means the lowest tender or lowest bid received in a tender, bidding process or other. Procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- IV. Margin of purchase preference' means the maximum extent to which the price quoted by a

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local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 10% for the subject tender.

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

- I. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- II. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.
- III. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. IV.
- IV. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
 - a. Minimum local content and verification of local content:
 - I. The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. Complaints relating to implementation of Purchase Preference
 - I. 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
 1. Form 19: Undertaking of more than 90% declaration regarding minimum local content.
 2. Form 20 is also introduced which pertain to Performa of list of goods, works or services tentatively proposed to be offered with local value addition.

SECTION – 5.0

TECHNICAL SPECIFICATIONS

5.1 SOIL INVESTIGATION

5.1.1 Boreholes

- a) Boreholes shall be sunk at specified locations to obtain information about the sub-surface soil, and to collect soil and rock samples for strata identification and laboratory testing. The minimum diameter of borehole shall be 150 mm in soil and NX size (75 mm dia.) in rock and the boring shall be carried out in accordance with the provisions of IS 1892 and as per specification. Bore holes shall be advanced using water or bentonite. No slush should be allowed to flow on the road. If any slush is there, the same should be cleaned during and after completion of boring. Casing may be necessary to maintain the sides of the boreholes in a stable condition. Rock boring shall be carried out using a double core barrel / triple tube having a diamond bit to get higher core recovery. Necessary barricading with 2.4mx1.8m metallic boards with necessary fixing / supporting arrangements shall be made around the work area. The barricades shall be provided with wheels for easy shifting and movement. The barricading panels shall be light/movable and shall be as per Sketch enclosed in Section-7.0. The cost of providing, maintaining, shifting etc. of barricading shall be borne by the agency.
- b) All boreholes shall be extend upto depths of 30 m in soil (upto N=100) or 10 m in weathered rock (RQD <=50%) or 5 m in hard rock (RQD>50%) unless otherwise directed by the Engineer. However the maximum depth of bore hole does not exceed 30 m. If strata having a standard Penetration Test value greater than 100 with characteristics of rock, is met with earlier, the borehole shall be advanced further by boring with approval of the Engineer. When the boreholes are to be terminated in soil strata, the Standard Penetration Test shall be carried out at the termination depth and recorded.
- c) Casing shall be used in the boreholes to support its sides, if required. When casing is used it shall be ensured that its bottom end is, at all times, less than 150 mm above the bottom of the borehole. In case of cohesion less soil, the advancement of the casing shall be such that it does not disturb the soil to be tested or sampled. The casing shall be advanced by slowly turning the casing pipe and not by driving. Casing can be withdrawn after inspection of bore hole by the Engineer with his approval. No extra payment shall be made for providing the casing.
- d) In-situ tests shall be conducted and undisturbed samples shall be obtained at specified intervals in the boreholes. Representative disturbed samples shall be preserved for conducting various identification tests in the laboratory. Water level shall be determined in the boreholes and shall be carefully recorded on the drilling log.
- e) The borehole shall be cleaned, using suitable tools up to the depth of testing or sampling, ensuring that there is minimum disturbance of the soil at the bottom of the borehole. The process of letting through an open tube sample shall not be permitted. In cohesive soils, the borehole may be cleaned by using a bailer with a check valve.
- f) Upon completion of geotechnical investigation works, all boreholes must be properly sealed and backfilled to prevent potential hazards, environmental contamination, or ground instability.

5.2 ROTARY DRILLING

Rotary method can be used in all types of soil below water table. In this method, boring shall be done by rotating the bit fixed at the bottom of the drill rod. Proper care shall be taken to maintain contact between the bit and the bottom of the borehole at all times. Use of percussion tool shall be permitted in hard clays and dense sandy deposits.

5.3 WATER LEVEL MEASUREMENT

The water level in the borehole shall be carefully recorded and reported, when first encountered whilst drilling the water level shall be measured every morning before recommencement of the drilling activities.

5.4 IN-SITU TESTS

5.4.1 Standard Penetration Tests:

SPT tests shall be conducted in all types of deposits at 1.5m intervals or as per direction of engineer in charge. The tests shall be carried out by driving a standard split spoon by means of 63.5kg hammer (140 lbs) having a free fall of 76 cms(30 inches). Detailed procedure for testing as specified in IS 2131 shall be followed. The samples obtained in this split spoon shall be placed in an airtight jar or equivalent, leveled and preserved for identification tests in the laboratory.

5.4.2 Water samples

- a) Samples of ground water shall be obtained from each bore hole when first encountered or unless specified otherwise.
- b) At the specified depth, water shall be pumped out so that fresh ground water flows into the borehole. Care shall be taken in avoiding any contamination with surface water at any time. Water samples shall be collected in 5 litre polythene or glass container and labeled properly.

5.4.3 Field Permeability Tests:

Field Permeability Tests shall be conducted, if required to determine the water percolation capacity of overburden soil. The specifications of the equipment required for the tests and the procedure of testing shall be in accordance with IS 5529 Part-1.

a) Constant Head Method

This test shall be conducted in boreholes where soils have high permeability. Water shall be allowed into the borehole through metering system ensuring gravity flow constant head so as to maintain a steady water level in the borehole and reference mark shall be done at a convenient level, which can be easily seen in the casing pipe to note down the fluctuations of water level. The fluctuations shall be counteracted by varying the quantity of water flowing into the borehole. The evaluation of water shall be observed at every 5 minute interval. When 3 consecutive readings show constant value, the necessary observations such as flow rate, evaluation of water surface above test depth, diameter of casing pipe etc. shall be made and recorded as per the Performa recommended in IS : 5529 Part-1 Appendix-A.

b) Falling Head Method

This method shall be adopted for soils of low permeability and which can stand without casing. The test section shall be sealed at the bottom of borehole and a packer at the top of the test section. If the test has to be conducted at an intermediate section of a borehole, then double packers shall be used. Access to the test section through the packers shall be by means of a pipe, which shall extend to above the ground level. Water shall be filled in the pipe upto the level marked just below the top of the pipe and water allowed to drain into the test section. The water level in the pipe shall be recorded at regular intervals as mentioned in IS: 5529 Part-1 appendix-B. The test shall be repeated till constant records of water level are achieved.

5.5 SAMPLING

5.5.1 General

- a) Sufficient number of soil samples shall be collected. Disturbed soil samples shall be collected for field identification and conducting tests such as sieve analysis, Index properties, i.e. Plastic & Liquid limits, chemical analysis etc. Undisturbed samples shall be collected to estimate moisture content, density, the physical strength and settlement properties of the soil.
- b) All accessories required for sampling and the methods of sampling shall conform to IS 2132 and IS 1892.
- c) All disturbed and undisturbed samples shall be collected at site as per IS : 1498/1970.
- d) All samples shall be identified with date, borehole number, depth of sample etc. The tube samples shall be properly trimmed at the ends, waxed and suitably capped. Soil samples

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shall be transported to the laboratory at the end of each working day with proper protection against loss and damage.

5.5.2 Disturbed Soil Samples

Disturbed soil samples shall be collected in boreholes at regular intervals. Samples, weighing approximately 1 kg shall be collected in boreholes at 1.5m intervals starting from a depth of 0.5m below ground level and at every identifiable change of strata to supplement the boring records. Samples shall be immediately stored in air-tight containers or equivalent and which shall be filled to capacity as much as possible.

5.5.3 Undisturbed Soil Samples

In each borehole, undisturbed soil samples shall be collected at every change of strata subject to a minimum of two as follows. Undisturbed samples shall be of 100mm dia and 450 mm length. Samples shall be collected in such a manner that the structure of the soil and the moisture content do not get altered. The specifications for the accessories required for sampling and the sampling procedure shall conform to IS: 1892 and IS: 2132. The undisturbed sample shall be immediately followed by SPT test, after the borehole has been cleaned.

5.5.4 Undisturbed sampling in cohesive soil

- a) Undisturbed samples in soft to stiff cohesive soils shall be obtained using a thin-walled sampler. In order to reduce the wall friction, suitable precautions, such as oiling the surfaces, shall be taken.
- b) Undisturbed samples in very loose saturated sandy and silty soils and very soft clays shall be obtained by using a piston sampler, consisting of a sampling cylinder and piston system. In soft clays and silty clays, with water standing in casing pipe, piston sampler shall be used to collect undisturbed samples. During this method of sampling, expert supervision is called for.

Accurate measurements of the depth of sampling, height of sampler, stroke and length of sample recovered shall be recorded on the field log. After the sampler is pushed to the required depth, both the sampler cylinder and piston system shall be drawn up together, ensuring that there shall not be any disturbance to the sample which shall then be protected from changes in moisture content. The ends of the tubes will be waxed and provided with caps. All samples must be transported to the laboratory at the end of each working day. The tubes shall be clearly marked to indicate the type of the sample.

5.5.5 Chemical Tests

Chemical test shall be conducted on soils and water samples as per relevant BIS (latest revisions) to report the following:

- a) pH
- b) Chlorides in ppm & percentage
- c) Sulphates in ppm and percentage and expressed as SO_3 & SO_4 .

5.6 Presentation of Drilling Information and Core Description

5.6.1 Daily drilling reports confirming to Appendix –A, IS: 4464 shall be prepared and submitted to the Engineer.

5.6.2 Within 24 hours of completion of each borehole a field borehole log shall be prepared by a competent engineering geologist or geotechnical engineer. The log will include descriptions of the materials encountered and shall include the observations made during drilling including the samples obtained along with the depth, SPT, N-value and relevant information. The Engineer will comment on the log and provide comments to be incorporated for the final report. This shall conform to Appendix-B of IS: 4464 and shall be submitted in triplicate to the Engineer-in-charge. The Contractor must seek the approval of the Engineer for the bore hole log format.

5.6.3 On completion of all drilling and test, a factual report shall be prepared (see clause 4.10).

5.7 ROCK INVESTIGATION

5.7.1 Drilling

Rotary core drilling shall be adopted by open holing through soft materials, or by drilling ahead in soft ground boring which has already been made. The substrata to be cored, may be soft, or may contain mixture of hard rock and soft weathered rocks. The drilling equipment used shall have an adequate capacity so as to ensure that required depths are reached and good quality rock core is recovered. The drilling equipment shall be hydraulically operated. The equipment, method and the procedure for drilling shall conform to IS: 1892.

Drilling shall be carried out using NX / EX size diamond tipped drill bits, a double core barrel with core catchers shall be used to ensure continuous and good core recovery. Core barrels and core catchers shall be used for breaking off the core and retaining it when the rods are withdrawn, double tube core barrels shall only be permitted. Water shall be circulated continuously down the hollow rods and the washings at the surface shall be collected. A very high recovery ratio shall be aimed at in order to get a satisfactory undisturbed sample. Core of 1.5m length shall be aimed at. If the Engineer determines that poor core recovery is due to the inability of the drilling crew a new borehole will be drilled at no cost to the client.

- 5.7.2 No drilling run shall exceed 1.5 m in length. If the core recovery is less than 80 % in any run, the Engineer shall be informed and the length of the subsequent run shall be reduced to 0.75 m.
- 5.7.3 Prior to commencement of the drilling operations, the rig shall be properly weighted down, or anchored, so as to minimize vibrations and ensure maximum core recovery.
- 5.7.4 Full observations in respect of the colours and nature of the return drill water, water loss and permeability, speed of drilling, core loss and other relevant details, shall be described as per relevant IS codes.
- a) The colour of return water at regular intervals, the depth at which any change of colour of return water is observed, the depth of occurrence and amount of flow of hot water, if encountered, shall be recorded.
 - b) The depth through which a uniform rate of penetration was maintained, the depth at which marked change in rate of penetration or sudden fall of drill rod occurs, the depth at which any blockage of drill bit causing core loss, if any, shall be recorded.
 - c) Any heavy vibration or torque noticed during drilling should be recorded together with the depth of occurrence.
 - d) Special conditions, like the depth at which grouting was done during drilling, presence of artesian conditions, loss of drilling fluid, observations of gas discharge with return water etc., shall also be observed and reported.

5.8 EXTRACTION AND STORING OF CORE SAMPLES

- 5.8.1 Core samples shall be extracted by the application of a continuous pressure at one end of the core with the barrel held horizontally without vibration. Friable cores shall be extracted from the barrel directly into a suitable sized half round plastic channel section. Core shall be taken to maintain the direction of extrusion of sample same as while coring.
- 5.8.2 Immediately after withdrawal from the core barrel, the cores shall be placed in a tray and transferred to boxes specially prepared for the purpose. The boxes with a sturdy cover shall be made from seasoned timber or any other suitable material and shall be indexed on top of the lid as per IS: 4078. The cores shall be numbered serially and arranged in the boxes in a sequential order. The description of the core samples shall be recorded as per IS: 4464. When core is recovered, it shall be recorded as specified in the standard and the engineer should be informed so that remedial measures can be implemented. Continuous record of core recovery and RQD

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to be mentioned in the log as per IS: 11315, Part-II. All core boxes shall be transported and handed over to the Engineer on completion of each bore hole. All core boxes shall be photographed and the photos attached to the report. The photographs shall show the rock core box clearly labelled indicating project name, borehole number, and depth stored in the core box and the serial number of the box for the bore hole (e.g. box 2 of n).

5.9 LABORATORY TESTING

5.9.1 At the completion of the borehole the field log should be transmitted to the engineer within 24 hours. The engineer will assign a laboratory test programme for the samples of that borehole within 3 working days after receipt of the field log.

5.9.2 These boreholes are to be conducted for confirmation of data available and for finding out the depth of rock profile at certain locations. As such the testing of samples has to be carried out in a meticulous manner. Availability of testing facilities as directed is a must and a visit to the laboratory may be made by a representative of NMRC LTD. before accepting any offer submitted by any TENDERER.

5.9.3 The Engineer may visit to observe tests of soil as well as rock in the laboratory.

5.9.4 Necessary laboratory tests shall be conducted on selected samples in consultation with the Engineer-in-charge. For this purpose, all undisturbed samples shall be entered on the Performa shown in relevant IS Codes and submitted, in triplicate, to the Engineer with records of the field bore logs.

5.9.5 All tests shall be performed as per IS: 2720 (relevant parts) and as per the directions of the Engineer-in-Charge as directed.

5.9.6 Testing of Rock Samples

Selected core samples shall be tested in the laboratory for hardness / crushing and shear strength, test samples shall be chosen so as to include joints, fissures etc. as far as possible

5.9.7 Point Load Test on rock Cores

Intact samples of minimum 50 mm diameter and length equal to 1.5 times the diameter should be tested on a Point Load Tester and its point load index shall be determined. The Uniaxial Compressive Strength (UCS) of the sample should be calculated from the point load index. The index as well as the UCS should be reported.

Uniaxial Compressive Strength of Intact Rock Samples Intact rock cores of minimum NX/EX size and length 2.5 to 3 times the diameter should be tested for its uniaxial compressive strength. This test should be conducted on perfectly cylindrical samples, which shall be polished and conform to Indian Standard Code of practice. The UCS of the sample should be reported along with the diameter and length of the sample.

5.9.8 Laboratory Tests

Tests as indicated in the specification and as called for by the Engineer, shall be conducted as per the Schedule of Quantity.

Direct shear and triaxial tests shall both be conducted at same depth for same material obtained from one sampler at least at two locations in each bore hole to find out the values of cohesion and the angle of shearing resistance. The tests shall be carried out, for all conditions and their specific engineering significance should be maintained. However, conditions of test i.e., unconsolidated undrained, consolidated drained etc. shall be as per specific instructions from Engineer.

Type and location of other tests shall be decided by the Engineer. It shall be the duty of the contractor to obtain details of locations and type of tests from the Engineer before starting boring

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for a particular bore hole. The Engineer shall however, be free to change these locations if so warranted by site conditions.

The analysis of above data shall include calculations for self-standing height, de-watering requirements including capacity of pumps and number of pumps and shall be included in report in detail.

All soil testing as directed by Engineer shall be conducted by Laboratory holding current accreditation under Inter-national Standard Organization/ Bureau of Indian Standards.

5.10 REPORT

- 5.10.1 On completion of field and laboratory work, for every km, a draft factual report in triplicate, shall be submitted incorporating the following:
- a) A complete description of the soils and rocks encountered, along with in-situ test results and the samples type and depths.
 - b) Procedure of investigation employed.
 - c) Detailed bore hole logs, laboratory and field test results, both in tabular as well as in graphical form, and a plot plan showing locations and reduced levels of bore holes and other tests.
 - d) Soil classification curves including Table indicating D-10, D-30, D-60 size, uniformity coefficient etc. These figures should be made on Auto Cad and submitted to NMRC LTD. in soft and hard copies.
 - e) Mohr's circle diagrams drawn on the basis of data obtained from shear strength tests shall be enclosed.
 - f) Aggressiveness of soil and soil water to concrete, steel and other building material.
 - g) Any other information of special significance encountered during investigations and likely to have a bearing on design and construction.
 - h) Reduced levels and coordinates of bore holes shall be tabulated. The depth of water table with respect to ground shall also be given.
 - i) Detailed report giving recommendations for type of foundation, analysis of bore logs & tests results along with SBC values.
- 5.10.2 Final report shall be submitted only after incorporation of comments by the Engineer.
- 5.10.3 Seven copies of report for every km including all figures shall be given to NMRC LTD. Computer diskettes /CDs for this report and figures shall be submitted by contractor to NMRC LTD. Any data supplied by NMRC LTD. shall not be used for any other purpose other than it is meant for.
- 5.10.4 The data, reports and figures generated out of this assignment shall be the sole property and the contractor shall give an undertaking that he shall not use this for any other purpose. No computer back-ups shall be kept by him.
- 5.10.5 All the locations of bore hole points shall be marked on drawing and give horizontal, Coordinates and reduced levels. The Reduced Levels of the top of Bore holes shall be interlinked with the GTS Bench Marks in Co-ordination with the Agency doing the detailed topographical Survey.

SECTION 6.0

SPECIAL CONDITIONS OF CONTRACT

6.1 Work Program

The contractor shall submit the work program before the start of work and submit 2 copies of weekly progress report to NMRC, clearly indicating the target achieved and programmed for next week.

6.2 Safety precautions during progress of works

The contractor shall take all precautions to ensure safety of the staff, existing utility services, adjoining structures etc., during progress of work. The contractor shall also make necessary arrangement for the safety of his workers, if any accident occurs, the entire responsibility fall on the part of the contractor.

6.3 Damage to Government property or private life & property.

The contractor shall be responsible for all risks to the works and for trespasses and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Government (including Utility Services). NMRC is not responsible for the lives of persons or property of others whatsoever may be the cause in connection with or as a result of the execution of works even though all reasonable and proper precautions may have been taken by the contractor. Such cost, loss or damages or compensation (including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof) to any person or persons sustaining damage as omission on the part of the contractor, is to be borne by the contractor.

The amount of any costs or charges (including costs and charges in connection with legal proceedings), which may incur in reference thereto, shall be charged to the or to defend or comprise any claim or threatened legal proceedings or in anticipation of legal proceedings being instituted consequent to the action or default of the contractor to take such steps as may be considered necessary or desirable to ward off mitigate the effect of such proceedings, charging to the contractor as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or comprise and the incurring of any such expenses shall not be called in question by the contractor.

6.4 Risks and Cost

In case contractor fails to complete work as per schedule, NMRC has discretion to get the work done completed by any other agency at risk and cost of the agency to which the work has initially been awarded by giving seven days' notice.

6.5 Permission

Most of the survey shall be carried out along road. Hence, contractor shall make his own arrangement for providing necessary traffic sign board to regulate the traffic, cutting the road and making good the same after completing the field work and obtaining necessary permission from the concerned agencies for carrying the work. Nothing extra shall be paid on this account. However, assistance in the form of letters etc. to local agencies for obtaining permission shall be extended to contractor. In case it is not possible to carry out the work on central verge/median, work shall be carried out on footpath.

6.6 Taxes and Levies

All statutory liabilities as per applicable laws and act at site will be borne by contractor, NMRC will not entertain any claim in this regard. Income tax as per rules shall be deducted from each bill.

6.7 Liquidated Damages

Time is essence of the contract and it shall be strictly adhered to. In case of any delay not attributed to NMRC in the execution of work beyond stipulated time period, NMRC may recover as liquidated damage from contractor at the rate of 2 (Two) percent of contract value per week of delay, limited to 10 (ten) percent of total value of the contract.

6.8 Force Majeure

War, invasion, revolution, riot, sabotage, lockouts, strikes, work shut down imposed by Government, acts of legislative or other authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery by mob or mass, act of God, epidemic, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable controls of contractor and which shall directly or indirectly prevent completion of project within the time specified in the agreement, will be considered Force Majeure. NMRC shall grant necessary extension of completion date to cover the delays caused by Force Majeure without any financial repercussions.

6.9 Settlement of disputes.

Matters will be finally determined by NMRC. All disputes and differences of any kind whatsoever arising out of or in connection with the contractor, whether during the progress of the works or after their completion and whether before or after the determination of the contract shall be referred by the contractor to and NMRC shall within a reasonable time after their presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the NMRC or a by the Engineer on behalf of the NMRC, are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the contractor and shall not be set aside on account of any informity, omission, delay or error in proceedings, In or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or differences between the parties hereto as to the construction or operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or differences on any account, or as to the withholding by NMRC of any certificate to which the contractor may claim to be entitled to or if the NMRC fails to make a decision within a reasonable time, then and in any such case, the contractor after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question dispute or differences and only such disputes or differences of which the demand has been made and no other, shall be referred to arbitration, obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the Engineer, continue during the arbitration proceedings and no payment due or payable by NMRC, shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

6.10 Arbitration

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be a nominated person appointed by Management of NMRC, whose decision shall be final and binding to the contractor.

The work shall be continued as per programme during pendency of arbitration.

6.11 Schedule of payment (on providing tax invoice)

Payment shall be made as per the following schedule on submission of tax invoice:

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- 40% of the quoted item rates as per accepted schedule of rates on completion of field work and submission of bore logs details.
- 40% of the quoted item rates as per accepted schedule of rates on submission of draft report.
- 20% of total remuneration on acceptance of final report.

6.12 DELIVERABLES

The following drawings, reports, documents etc. shall be submitted by the Contractor/Sub-consultant as per time frame indicated below:

a) Inception report.	20 days from the date of award of work
b) Completion of field work and submission of draft report.	5 weeks from the date of award of work
c) Submission of final report.	60 days from the date of award of work

6.13 On Account Payment

Deleted

6.14 Running payments not prejudicial to final settlement

Deleted

6.15 Certificate of completion of work

As soon as in the opinion of the Engineer-in-Charge, the work shall have been substantially completed the Engineer-in-Charge shall issue a certificate of completion in respect of work.

6.16 Escalation

No escalation in rates shall be allowed on any account.

6.17 Performance Security

- a. Performance Security 5% of contract award value is to be deposited within 30 days from the acceptance of NOA of the contract either in the form of Demand Draft or Irrevocable Bank Guarantee from a scheduled commercial bank in India acceptable to the Employer, valid upto completion period plus two months. The approved form provided in the "Instructions to Tenderers" documents or any other form approved by the Employer shall be used for Bank Guarantee.
- b. Security deposit will be refunded only after the completion of work in all respects by the contractor and formal issue of completion certificate by the Engineer.

6.18 Alteration to scope of work

NMRC Engineers or representative shall have power to make any alteration, omission addition substitution for the original work. No claim whatever on account of above shall be entertained except the payment for the actual work done.

6.19 Water and Electricity

All arrangements shall be made by the Contractor for obtaining water, electricity etc., required for any operations.

6.20 Other Conditions

In case of premature termination, no extra compensation shall be payable. Payment of remuneration in that case will be made to the extent the services rendered till that time can be made use of by NMRC limited to the period for which the agency had actually rendered the service and subject to the intermediate targets being adhered to as per the work schedule mutually agreed to. No notice of termination or remuneration thereof will be necessary and continuance shall be solely at the discretion of NMRC.

All the documents and drawings created out of the assigned work will become the sole property of the NMRC and NMRC will be free to use the same in any manner deemed fit.

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The agency will exercise all responsible skill, care and diligence in the performance of the service under this work and shall carry out all the responsibilities with recognized latest professional standards.

There will be complete co-ordination between consultants and NMRC to review the progress of work done at each stage and NMRC will review the progress of work at regular intervals.

In case of premature termination, no extra compensation will be payable. NMRC in that case will make payment of remuneration to the extent of the services rendered till that time.

The consultant will attend all the meetings and make presentations to the client and also in other forums as and when required. This may be required even after the consultant's work/time frame is over.

All the documents and soft data created out of the assignment work, will become the sole property of NMRC, and NMRC will be free to use the same in any manner deemed fit.

All the boreholes location is on road so the work area shall be properly barricaded as per directives of Engineer. Necessary watch and ward luminous indicators etc. as required shall be provided at the cost of the contractor. Reflective paint / tape shall be provided on barricades to ensure safety at night. Adequate measures shall be taken to ensure that no water or soil spillover the road. The barricading shall be made as per clause 5.1.1.a.

The specifications for the works are attached. All work shall be carried out in accordance with relevant IS Codes or any other internationally accepted standards e.g. British Standards or ASTM.

- 6.21** Quality of the work undertaken is of paramount importance. The thrust of the investigation is to obtain good quality and reliable technical data, which will form the basis of subsequent design. Constant site supervision will be necessary to ensure that the desired end result is obtained. As part of the TENDER process, you are invited to put forward CVs of two staff members who will be responsible for the technical aspects of the work. One CV should be of a qualified Geo-technical Engineer/ Engineering Geologist who will be responsible for coordinating all field activities including sampling operations, and preparation of the field logs. The other should be of a Senior Engineer who will provide guidance from the office, make periodic site visits, and be available for discussion with NMRC LTD. staff at all reasonable hours to respond to any queries arising.

As part of your submission you are requested to submit details of all relevant equipment at your disposal (drilling machines, laboratory testing equipment, etc.) If you need to associate with another company in executing the works then this should be clearly mentioned in your offer. The details of laboratory where the samples are to be tested shall also be indicated.

- 6.22** All boreholes must be protected properly for any inspection to be done by NMRC engineer. After inspection, it should be backfilled properly with necessary compaction. Any mishappening and damages arising out of that will be the sole responsibility of the contractor. NMRC will depute Engineer at site to sort out day to day problems arising at site.

6.23 Labour Law Compliance

The compliance of labour related Acts like EPF, ESI, Central Minimum Wages Act, and other miscellaneous provisions as applicable will be ensured by the contractor.

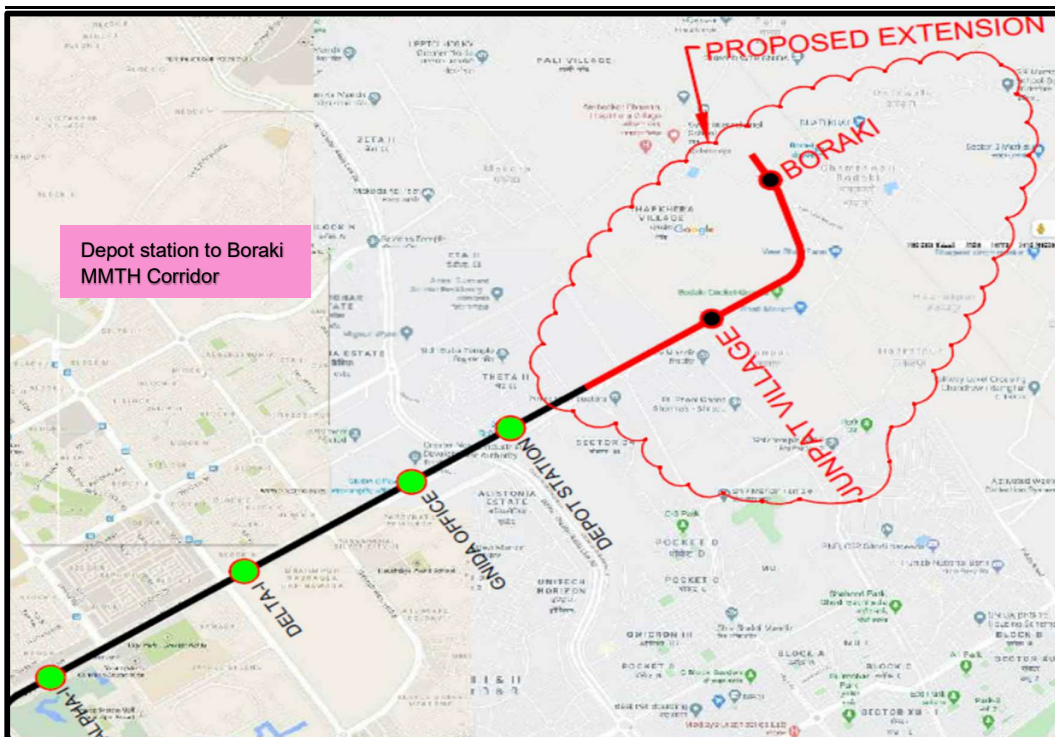
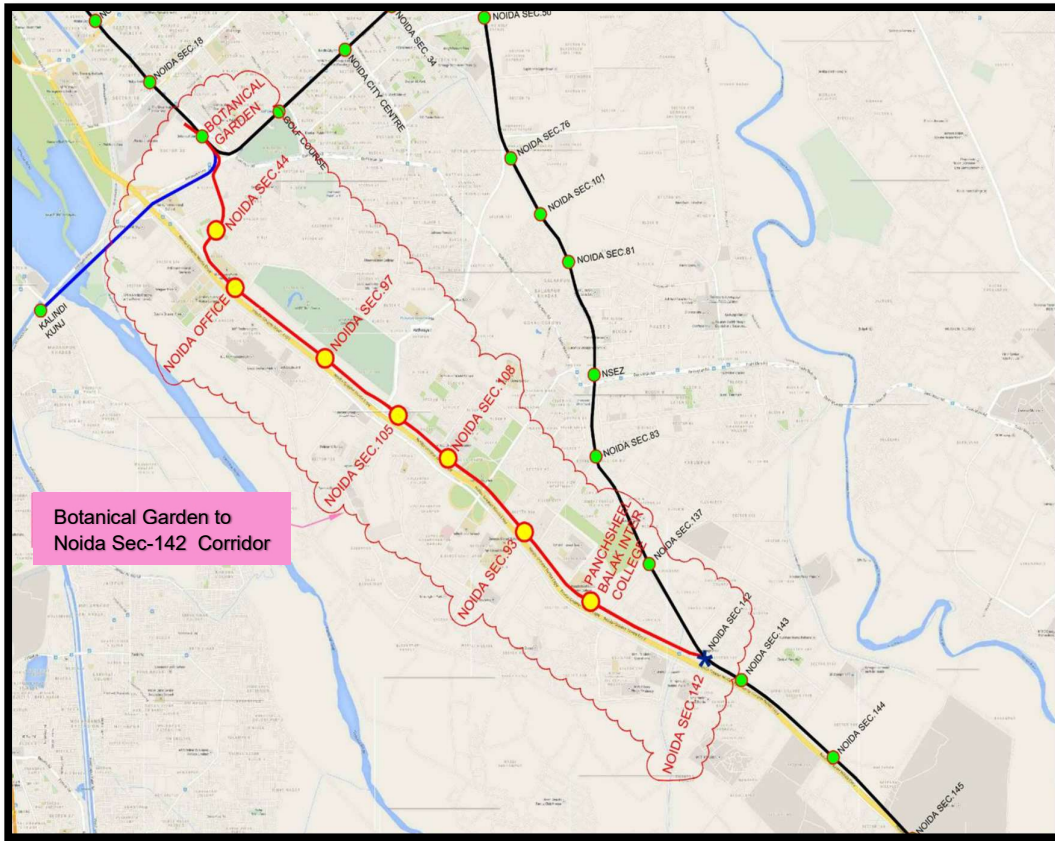
RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

SECTION – 7.0

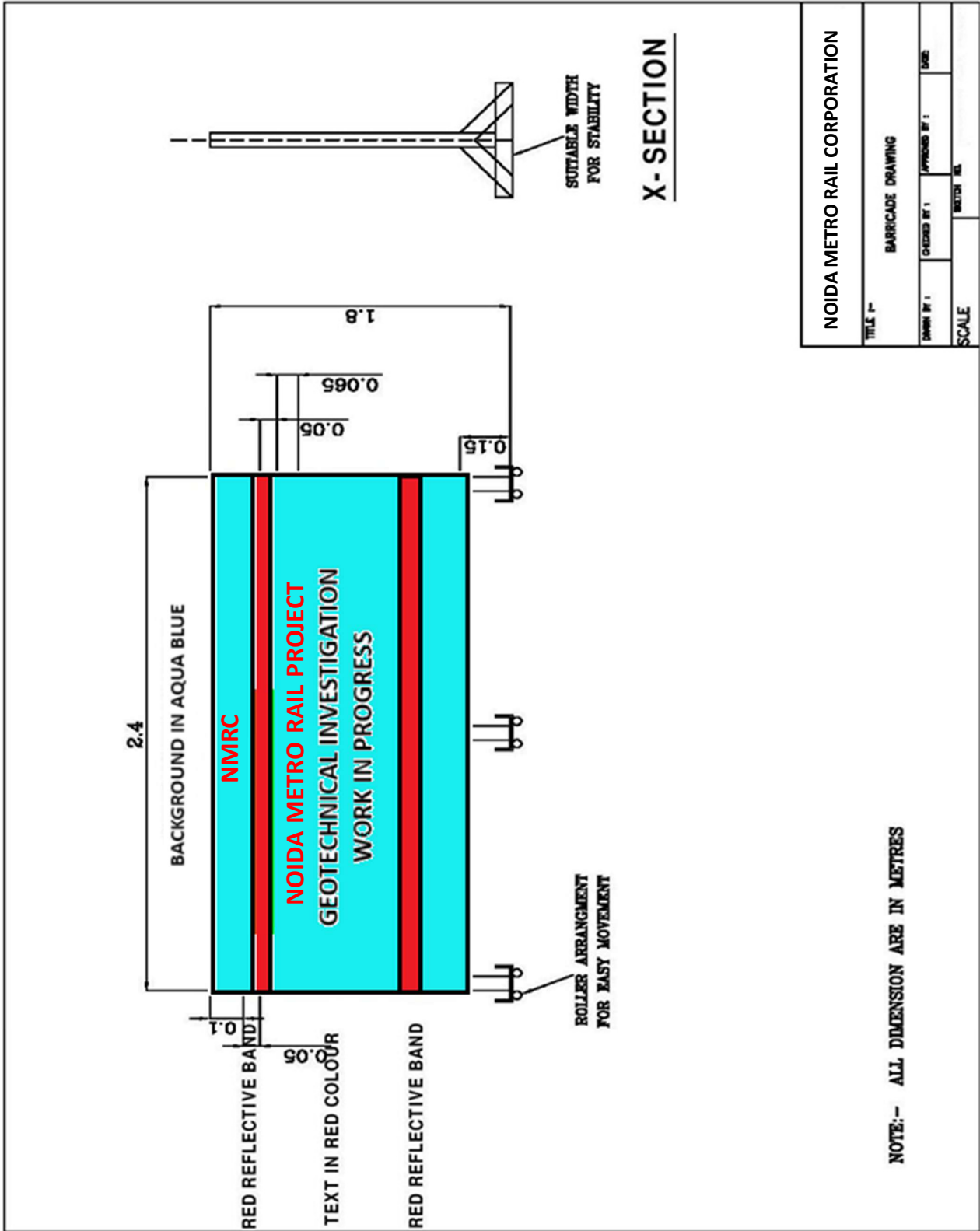
SITE INFORMATION & BARRICADING SKETCH

The project site is located in the area of Gautam Budh Nagar, U.P.:

Site Information



Barricading Map



SECTION – 8.0

Draft Contract Agreement

THIS AGREEMENT made on theday of 2025 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as “NMRC”), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented byof the company, by virtue of his designation and authorization by **Shri, Managing Director, NMRC** (hereinafter called as the “Corporation”), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

..... having its registered office at, represented by(herein after called the “**Contractor**”, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the Corporation desires that the Works/ Services known as the “.....” should be executed by the Contractor, and has accepted a contract by the Contractor for the execution and completion of these Works.

The Corporation and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement -

Reference:

- (i) Tender No. Dated
- (ii) Bid Documents duly accepted and submitted by dated
- (iii) The Bidding Documents which include all the Sections specified below:
 - a. Notice Inviting Tender
 - b. Instructions to Tenderers
 - c. Scope of work
 - d. Qualification, Evaluation and Selection Process
 - e. Technical Specifications
 - f. Special Conditions of Contract
 - g. Site Information & Barricading Sketch
 - h. Forms
 - i. General Conditions of Contract (GCC)
 - j. Safety, Health and Environment Management (SHE)
 - k. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given by to NMRC
- (vi) Performance security details
- (vii) Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 90 (ninety) days, which

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

may be extended for a further period of 10 (Ten) days after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

4. Price Schedule

NMRC shall consider the following Total Contract Price, as quoted by the Contractor as part of financial bid.

5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to trial all disputes arising out of this agreement between the parties.
6. In consideration of the payments to be made by the Corporation to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Corporation to execute the Works/ Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum given by NMRC and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work during execution or thereafter."
7. The Corporation hereby covenants to pay the Contractor in consideration of the execution and completion of the Works/Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

For and on behalf of the Contractor
Signature of the authorized official

For and on behalf of the Corporation
Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Corporation

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

Name _____

Name _____

Address _____

Address _____

Sign of Witness 2 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

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

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

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

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

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

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

In the presence of:

Witness 1.	Witness 2.
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 (having issuing and encashing branch located in Delhi/ Noida/ Greater Noida region), acceptable to the Employer.

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

9. Forms of the Tender

Form 1: Letter of Proposal Submission

[Location, Date]

To

DGM/CIVIL

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

Subject: Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Dear Sir,

We, the undersigned, offer to provide Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km). in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

- Studied and analyzed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions
- Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.
- Seen / visited / assessed the potential locations and fully understand and comprehend the technical, financial, commercial and investment requirements.

We have filled the complete information correctly in Bid Details.

We declare with his Tender that no agent, middleman, or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Bid you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 2: Firm Details

1.	<p>Title and name of the Project: Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).</p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder</p>
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p>
4.	Employees Provident Fund No. (attach documentary proof) -
5.	Employees State Insurance Acts in India No. (attach documentary proof) -
6.	GST Registration No. (attach documentary proof) -
7.	PAN (attach documentary proof) -

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 3: Capability Statement

It is Compulsory for the bidder to fill this statement and the bidder must provide those document that support this statement

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm, LLP, Public limited company, Private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	Yes/ No
2	The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following i. One similar completed work costing not less than the amount equal to Rs.62.48 Lakh (Rupees Sixty Two Lakh and Forty Eight Thousand only) or ii. Two similar completed works each costing not less than the amount equal to Rs.39.05 Lakh (Rupees Thirty-Nine Lakh Five Thousand only) or iii. Three similar completed works each costing not less than the amount equal to Rs.31.24 Lakh (Rupees Thirty-One Lakh Twenty Four Thousand only)	7 Years

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)										
3	<p>The Bidder should have in the last 3 (three) Audited Financial Years ending on 31st March, 2024 preceding the Bid Due Date -</p> <p>i. Minimum average annual turnover of Rs.78.10 Lakh</p> <table border="1" data-bbox="740 344 1097 659"> <tr> <td data-bbox="740 344 927 407">FY 2021-22</td> <td data-bbox="927 344 1097 407"></td> </tr> <tr> <td data-bbox="740 407 927 470">FY 2022-23</td> <td data-bbox="927 407 1097 470"></td> </tr> <tr> <td data-bbox="740 470 927 533">FY 2023-24</td> <td data-bbox="927 470 1097 533"></td> </tr> <tr> <td data-bbox="740 533 927 596">Total</td> <td data-bbox="927 533 1097 596"></td> </tr> <tr> <td data-bbox="740 596 927 659">Avg. Annual Turnover</td> <td data-bbox="927 596 1097 659"></td> </tr> </table>	FY 2021-22		FY 2022-23		FY 2023-24		Total		Avg. Annual Turnover		
FY 2021-22												
FY 2022-23												
FY 2023-24												
Total												
Avg. Annual Turnover												
4	<p>The Bidder should have Positive Profit before Tax during any of the Audited financial year during immediately preceding 3 financial years ending on 31st March, 2024 (2021- 2022, 2022-23, 2023-24).</p> <table border="1" data-bbox="740 716 1097 968"> <tr> <td data-bbox="740 716 927 779">FY 2021-22</td> <td data-bbox="927 716 1097 779"></td> </tr> <tr> <td data-bbox="740 779 927 842">FY 2022-23</td> <td data-bbox="927 779 1097 842"></td> </tr> <tr> <td data-bbox="740 842 927 905">FY 2023-24</td> <td data-bbox="927 842 1097 905"></td> </tr> <tr> <td data-bbox="740 905 927 968">Total</td> <td data-bbox="927 905 1097 968"></td> </tr> </table>	FY 2021-22		FY 2022-23		FY 2023-24		Total				
FY 2021-22												
FY 2022-23												
FY 2023-24												
Total												
5	The Bidder should be registered with the Goods and Services Tax Authorities.											
6	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 (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Form-8 of Tender											

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 4: Work Experience

The following format shall be used for statement of experience of Bidder:

SN	Similar Contract description	Contract Identification Number	Award date & Completion date	Employer's Name, address, telephone number, e-mail etc	Role in contract	Completion cost	Value of similar work in completed work
					Individual		
1							
2							
3							
4							

Authorized signatory

Name:

Date:

Name of the Bidder with seal

NOTE:

1. Only the value of contract as executed by the applicant/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 the group be excluded. This is to be substantiated with documentary evidence.
2. The tenderer shall provide details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be provided. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be provided. The offers submitted without this documentary proof will not be evaluated.
3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
5. If the above work(s) comprise(s) other works also, 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.

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

This is to certify that the Average Annual Turnover and Profitability of M/s

.....
 having registered office at
, as applicable, is as below:

S.No.	Financial year	Name of the Bidder	Turnover
1.	2021-22		
2.	2022-23		
3.	2023-24		
	Average Annual Turnover		

S.No.	Financial year	Name of the Bidder	Profitability
1.	2021-22		
2.	2022-23		
3.	2023-24		

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____(Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2021-22, 2022-23 and FY 2023-24 is correct.

Signature and Seal of
 Chartered Accountants/Statutory Auditors
 (with membership no.)
 UDIN:

Authorised Signatory

(Name & Designation of Authorised Signatory)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.”

NOTE:

1. All such documents reflect the financial data of the bidder and not that of sister or parentcompany.
2. The financial data in above prescribed format shall be certified by CA/ Company Auditorunder his signature and stamp in original along with membership no.
3. The Bidder shall provide the audited annual financial statements as required.

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 6: Undertaking

I confirm that We (Tenderer), _____

- a. Have not been banned/ blacklisted/debarred in NMRC and 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 (including any member in case of JV/consortium) as on the date of tender submission.
- b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries as on the date of tender submission.
- c. Have not abandoned any work in last 5 (five) years.
- d. Do not ever been terminated due to poor performance.
- e. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- f. Neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any "Geotechnical Investigation" of value more than 10% of NIT cost of work, during 5 (five) years.
- g. I/We hereby confirm and declare that my/our firm/company M/s..... has not been put on defaulter list by EPF/ESI/GST/Labour Deptt. etc. as on the date of tender submission.
- h. I/We hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years (from the last day of the previous months of tender submission).
- i. Have not submitted any misleading information in the Bid.
- j. Are financially sound to perform the work.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 7: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of_____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km)**.in response to the RFP Document dated___issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named
.....[Insert the name of the executant company]
through the hand of
Mr.
duly authorized by the Board to issue such Power of
Attorney Dated this day of
.....

Accepted
.....
..... Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....
..... (Signature of the
executant)
(Name, designation and address of the executant)

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

.....
..... (Signature)
Name

Designation.....

2.

.....
..... (Signature)
Name

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 8: Salable Form for Tender Document

Job No.

The required fee of tender form has been deposited in _____ Bank A/c No. _____ RTGS/NEFT and the copy of UTR receipt with Transaction Id is being enclosed with tender documents. If the copy of UTR receipt is not submitted with the tender, the tender shall be rejected.

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ RTGS/NEFT and the copy of UTR receipt with transaction Id is being enclosed with tender documents. If the copy of UTR receipt is not submitted with the tender, the tender shall be rejected.

BIDDER

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 9: Declaration of Refund of Earnest Money

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

1	Bidder Name	
2	Bidder Address	
3	Bank Name	
4	Bank Branch	
5	A/c No	
6	IFSC Code	
7	PAN No.	
8	Tin/TAN No.	
9	GST No.	
10	Phone No.	
11	Mobile No.	
12	Email-Id	
13	Type of Account	
For Office Use Only		
14	Party Unique Id	

The above provided information is true to the best of my knowledge.

Date:

Signature with Stamp/Seal

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 10: Undertaking pertaining to Personnel

- We confirm to deploy Project Personnel required to achieve progress of work as per approved construction of work program and conditions mentioned in the tender document.
- We confirm to deploy man power requirement of SHE Organization as required under Conditions of contract on Safety and Health for Geotechnical Investigation works and confirm to deploy man power over and above the minimum numbers, if the work requires.

Date:

Signature with Stamp/Seal

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 11: Bid Offer/ BOQ (Format)

To

DGM/Civil

Noida Metro Rail Corporation (NMRC) Limited Block-III,

3rd Floor, Ganga Shopping Complex Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT.

Sub: Geotechnical Investigation work of the Proposed Metro Corridor from Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions.

I/we hereby quote for the Total Price for Geotechnical Investigation work of the Proposed Metro Corridor from Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km). as specified below, payable by NMRC.

PRICE SCHEDULE					
S. No.	Description of Work	Unit	Rate in INR.	Quantity	BOQ Amount in INR.
1	Field Investigation				
1.1	Mobilisation of drilling equipment and all associated in situ testing equipment including core boxes (rigs at a time)	per rig	8,178.38	4.00	32713.52
1.2	Drilling of boreholes in all types of strata from existing ground level and soil				
	i) GL - 10 M	m	455.52	1,790.00	815380.80
	ii) 10 - 20 M	m	564.55	1,790.00	1010544.50
	iii) More than 20 m up to 40 m	m	648.60	2,685.00	1741491.00
1.3	Drilling in Hard rock required cutting by diamond bits/ cutters				
	i) Weathered rock	m	4,395.60	0.00	0.00
	ii) Hard rock	m	6,322.80	0.00	0.00
1.4	Carry out SPT tests	Nos	143.12	4,296.00	614843.52
1.5	Collect disturbed samples	Nos	91.98	716.00	65857.68
1.6	Collect UD samples	Nos	128.35	1,790.00	229746.50
1.7	Conduct permeability test				
	i) In over burden soil	Nos	2,228.66	179.00	398930.14

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

PRICE SCHEDULE					
S. No.	Description of Work	Unit	Rate in INR.	Quantity	BOQ Amount in INR.
	i) In Rock with Packers	Nos	4,660.96	0.00	0.00
1.8	Collect water samples	Nos	40.94	179.00	7328.26
1.9	Survey of all boreholes including plotting of a coordinates (XYZ) on alignment plan	Km	750.07	14.16	10620.99
2	Laboratory Tests				
A	Soil Samples				
2.1	i) Sieve Analysis	Nos	34.75	4,296.00	149286.00
	ii) Hydrometer Analysis	Nos	67.00	4,296.00	287832.00
2.2	Specific gravity	Nos	51.15	1,790.00	91558.50
2.3	Moisture Content	Nos	20.42	1,790.00	36551.80
2.4	Dry Density	Nos	20.42	1,790.00	36551.80
2.5	Atterberg Limits	Nos	153.33	4,296.00	658705.68
2.6	Consolidation Test	Nos	511.12	179.00	91490.48
2.7	Triaxial Shear Test				
	i) Undrained consolidated	Nos	204.47	358.00	73200.26
	ii) Consolidated undrained with pore pressure measurement	Nos	167.71	1.00	167.71
2.8	Direct shear test	Nos	348.67	1,432.00	499295.44
2.9	Chemical Analysis				
	i) Soil	Nos	204.47	179.00	36600.13
	ii) Water	Nos	204.14	179.00	36541.06
B	Rock Samples				
2.1	Density Test	Nos	152.75	0.00	0.00
2.11	Water absorption and porosity	Nos	152.75	0.00	0.00
2.12	Determination of Hardness	Nos	126.02	0.00	0.00
2.13	Unconfined compression test	Nos	377.05	0.00	0.00
2.14	Carry out point load index	Nos	474.41	0.00	0.00
2.15	Modulus of Elasticity	Nos	558.36	0.00	0.00
2.16	Abrasion testing	Nos	474.32	0.00	0.00
3	Reports				
3.1	Provide Draft factual reports (for each Km, 3 copies each)	Km	937.59	14.16	13276.27
3.2	Provide final report 1 set (6 copies)	Nos.	7,156.66	2.00	14313.32
4	Provision of barricading with boards as per the tender drawing at the location of each borehole, provision of lighting, traffic marshals etc complete as per the safety manual, shifting of the entire setup to next location complete with all incidentals.	Per location	4,784.37	179	856402.23
Total amount including GST (INR)					78,09,229.60

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Please Note:

1. The Bidder with the lowest quoted cost for Geotechnical Investigation work of the Proposed Metro Corridor from Geotechnical Investigation work of the Proposed Metro Corridor from Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km). in the financial quote(L1 bidder) shall be selected for the award of contract.
2. The Bidder shall be required to quote the percentage in the BOQ.
3. It will be deemed to include Duties, Taxes, GST Octroi, Royalty etc., cost of all plants, labour, supervision, materials, transport, all temporary works, erection, maintenance, utility identification, contractor's profit and establishment/ overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
4. The work executed against the BOQ items in would be paid on measurement basis.
5. The Financial Bid submitted is unconditional and fulfills all the requirements of the TOR Document.
6. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
7. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 12: Memorandum

Name of Work: Geotechnical Investigation work of the Proposed Metro Corridor from Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions. I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of NMRC.

Signature of the bidder with seal
Dated:

Witness:
Address:
Occupation

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 13: Proforma for Clarifications / Amendments on the RFP

Sl. No.	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment	Rationale for the Clarification or Amendment

**Authorized
signatory Name:
Date:
Name of the Bidder with seal**

RFP for Geotechnical Investigation work for Proposed Extension Metro corridors of Aqua Line from Noida Sector-142 to Botanical Garden and Depot Station to Boraki MMTH (14.16 km).

Form 14: Bid Details

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

S. No.	Particulars	Attached (Yes/No/N.A)	Page No.
1	Documents towards proof of payment (RTGS/NEFT) of Tender Cost and EMD along with GST details		
2	List of equipment proposed to be deployed on work		
3	List of staff proposed to be deployed on work.		
4	PAN certificate as per legal entity		
5	Copy of GST registration certificate, EPF, ESI		
6	Form 1: Letter of Proposal Submission		
7	Form 2: Firm Details		
8	Form 3: Capability Statement		
9	Form 4: Work Experience		
10	Form 5: Financial Capability Details		
11	Form 6: Undertaking		
12	Form 7: Power of Attorney		
13	Form 8: Salable Form for Tender Document		
14	Form 9: Declaration of Refund of Earnest Money		
15	Form 10: Undertaking pertaining to Personnel		
16	Form 11: Bid Offer/ BOQ (Format)		
17	Form 12: Memorandum		
19	Form 13: Proforma for Clarifications / Amendments on the RFP		
20	Form 14: Bid Details		
21	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Tenderer considers relevant		