

NOIDA METRO RAIL CORPORATION LTD.

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

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

**ADDENDUM-2
SUMMARY SHEET**

Sr. No.	Volume	Document Name	Clause No./Item No.	Page No.	Addendum/Corrigendum	Remarks
1	Volume-1	NIT	1.1.2	4	Date of bid submission is modified	Replace NIT's Page 4 by 4R.
2	Volume-1	NIT	1.1.2		MSE clause added for Tender fee and EMD	NIT New page added 4A
3	Volume-1	NIT	1.1.3.1 (ii) a	6	Clause no. 1.1.3.1 (ii) a is modified	Replace NIT's Page 6 by 6R.
4	Volume-1	NIT	1.1.3.1 (vii) a	9R	Clause no. 1.1.3.1 (vii) a is modified	Replace NIT's Page 9R by 9R2.
5	Volume-1	ITT	C 18.1	15	Clause no. C 18.1 is modified	Replace ITT's Page 15 by 15R.
6	Volume-1	ITT	F5.1	27	F 5.1 is modified	Replace ITT's Page 27 by 27R.
7	Volume-1	ITT	Annexure 1 Table 1 SI no 2.2	31R	SI no 2.2 of Table 1 is modified	Replace ITT's Page 31R by 31R2.
8	Volume-1	ITT	Annexure 1 Table 3 SI no 2	36R	SI no 2 of Table 3 is modified	Replace ITT's Page 36R by 36R2.
9	Volume-1	ITT	Annexure 1 Table 3 Note SI no 4 & 6	44	Table 3 Note SI no 4 & 6 is modified	Replace ITT's Page 44 by 44R.
10	Volume-1	FOT	Form of Tender	4	SI.No 1 is modified	Replace ITT's Page 4 by 4R.
11	Volume-1	FOT	Form of Tender	22	SI.No 10 is modified	Replace FOT's Page 22 by 22R.
12	Volume 1	FOT	Appendix 13 note	24	SI.No 7&9 is modified	Replace ITT's Page 24 by 24R.
13	Volume-2	SCC	SL.NO 17	9	SI.No 17 is modified	Replace SCC's Page 9 by 9R.
14	Volume-2	SCC	SL.NO 23 & 24	11	SI.No 23 & 24 is added	Replace SCC's Page 11 by 11R.
15	Volume-2	Contract Form	Annexure 3		Annexure 3 is added	CF's New Page added 9A to 16A.
16	Volume-3	Scope of work	Attachement 1- SI No 2	37	SI.No 2 is modified	Replace SOW's Page 37 by 37R.
17	Reply to pre bid queries of bidders					

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

Name of the Bid	General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works
Approximate Cost	INR 75.56 Crores approx
Time period of Work	04 years
Type of Bid	Single Stage Two Packet Tender
Method of Selection	QCBS Based Selection
Bid Processing Fee	INR 23,600/- (including GST) (Rupees Twenty-Three Thousand Six Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
Earnest Money Deposit (EMD)/Tender Security	INR 75,56,000/- (Rupees seventy five lakhs fifty six thousands only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited or as per C18 of ITT
Name of the Corporation's official for addressing Queries, clarifications and Pre-Bid Meeting	General Manager (Project) Noida Metro Rail Corporation Ltd., Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcprojects@gmail.com Website: www.nmrcnoida.com, E-procurement portal: http://etender.up.nic.in
Bid Validity	180 days
Bid Language	English
Bid Currency	INR
Start of sale of Tender Document to Bidders	From 28.04.2026 to 10.06.2026 28.05.2026 (up to 15:00 Hrs.) on e-procurement portal.
Pre-Bid Conference	12.05.2026 at 11:30 Hrs.
Last date of seeking clarification, if any	13.05.2026 at 17:30 Hrs. (The queries must be sent only to Registered Email provided in the Tender Document)
Last date of issuing amendment, if any	20.05.2026 at 17:30 Hrs.
Start Date & Time of Submission of Bids	03.06.2026 21.05.2026 at 10:00 Hrs.
Last Date & Time of Submission of Bids	10.06.2026 28.05.2026 at 17:00 Hrs.
Date & Time of Opening of Technical Bids	10.06.2026 28.05.2026 at 17:30 hrs.

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Note: 1.

1. Tender Cost and Tender Security (EMD) is 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 & Medium Enterprises for appropriate category and have valid registration certificate as on date of tender submission. Only those MSEs will be eligible for Tender cost and Tender Security exemption which are registered under following category or closely related category (with valid registration):-

“Consultancy services”

2. The tenderers seeking exemption from Tender Cost and Tender Security’, being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of along with Terminal Validity of registration.
3. In absence of any of the above requirements no exemption for ‘Tender cost and Tender security will be allowed and their bid will be rejected and not evaluated further without the Tender cost and EMD.
4. No further clarification shall be sought on the above.
5. In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprise, and;
 - a. Withdraws his Tender during the period of Tender validity; or
 - b. Becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
 - c. Refuses or neglects to execute the contract; or
 - d. Fails to furnish the required Performance Security within the specified time
6. 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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- b. By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- c. By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the default members(s) & without any financial implication to the Employer. The new member(s) shall be jointly and severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance Security of defaulting member.

In case of (a) and (b) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium.

Further the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes

In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format Appendix-3A of Form of Tender.

- (ii) (a) A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor(s) or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor(s)/ Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation.

(b)A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of JV/Consortium. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually in the same bidding process. Subcontracting of tenderer for bid submission is not allowed in this tender.

- (iii) Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. a tenderer has been engaged by the Employer to provide consulting services for an implementation of the project;

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

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The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in Annexure 11A BOQ/Pricing document for such deviation as mentioned in **Appendix 11** of FOT shall be submitted.

C15.2 The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in **Appendix- 11** of FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

C16. Currencies of Tender

C16.1 The tenderer shall give his priced offer in Indian Rupees only.

C17. Tender Validity

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

C18. Tender Security/ Earnest Money Deposite (EMD)

C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in any one of the following forms:

(a) Demand Draft / Pay Order / Bank Draft/ NEFT/ RTGS in favour of Noida Metro Rail Corporation Ltd. payable at Noida, Greater Nodia or New Delhi from a Scheduled Commercial bank based in India.

(b) Irrevocable bank guarantee issued by a scheduled commercial bank based in India or from a branch in India of as scheduled foreign bank in the form given in Annexure – 6 of Instruction of Tenderers (ITT). The confirmation of the submitted Irrevocable bank guarantee by the issuing bank shall also be submitted along on the email – nmrcprojects@gmail.com The tender security /EMD shall remain valid up to the 180 days from the last date of the bid submission.

Any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.

In case of JV/Consortium the bid security shall be in the name of JV/Consortium and not the individual member(s). However, there may be more than one BGs, but all must be in the name of the JV/Consortium. **of Lead member of the JV/Consortium**

C18.2 The copy of document of Tender Security submission is to be submitted along with the e-Tender Submission as per clause C18.1 (a). If an acceptable Tender Security is not submitted by a tenderer as mentioned above, then tender(s) of such

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

F5 Performance Security

F5.1 The Performance Security will be 5% of the Contract Price. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance/Award.

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

- a) Bank draft/Demand Draft/RTGS/NEFT in favour of "Noida Metro Rail Corporation Ltd.", payable at "Noida/ Greater Noida/ Delhi" from a Scheduled Commercial Bank based in India, or
- b) Irrevocable bank guarantee in the prescribed format, given in Contract Forms (Volume-2), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank.

A/c No 37707840592

State Bank of India (SBI)

Sector 18, Noida, Gautam Budh Nagar, Uttar Pradesh - 201301

IFSC Code; SBIN0004077

In case of joint venture/consortium, the Performance Security submitted by lead member only will be accepted. The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Duration of Liability Period according to clause 3.13 of GCC. The bank guarantee shall also have a claim period of not less than six (06) months from the date of expiry of PBG, during which NMRC shall be intitled to invoke the same

The Performance Bank Guarantee as above shall be encashable in any branch of the Issuing Bank located in Delhi, Noida or Greater Noida region only.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

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5. Marking and Scoring System

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

S.No	Particular's	Scoring Methodology			
		100 %	75 %	50 %	Remarks
1.	Consultant Organization (Number of years in business) (In the case of JV/Consortium, the credentials of partner having highest no. of years after the Establishment will be considered and marks will be assigned accordingly) Max Marks – 50	15 & above years	11-14 years	8-10 years	date of certificate of Incorporation/ Statutory Registration Certificate or any other Statutory document to be submitted by bidder
2.	Experience of the consultant Max Marks-250				
2.1	Length of One large GC/ PMC elevated/underground MRTS/RRTS projects completed in past 7 years (single contract), Max Marks – 100 marks	=>10 KM	=>8 KM	=>5 KM	Client certificates along with completion of CMRS or the date of operation of line
	GC/ PMC MRTS/RRTS projects completed in last 7 years / (fee as mentioned below more than 32 INR crores) will be escalated to the date 31.03.2026 (Numbers) Max Marks – 100 marks				Client certificates along with completion of CMRS or the date of operation of line
2.2	<u>Project having fee more than 30.22 INR crores</u>	5 & above	4-3	1-2	
	<u>Project having fee more than 37.78 INR crores</u>	<u>4 & above</u>	<u>3-2</u>	<u>1</u>	
	<u>Project having fee more than 60.45 INR crores</u>	<u>2 & above</u>	<u>1</u>		
2.3	Relevant elevated/underground MRTS/RRTS Projects (Cumulative Length) in last 7 years, Max Marks -50 marks	50 km	40 km	30 km	Client certificate

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

Sr. No.	Position	Minimum Requirement in Nos.	Minimum Educational Qualification	Total Experience after Minimum Qualification (years)	Minimum Relevant Experience in Metro/ MRTS/RRTS/ Railway after Minimum Qualification (years)	Man-Month Requirement	Distribution of Marks for acquiring Minimum Post-Qualification Relevant experience after Minimum Qualification (Maximum Marks = 300)
1	Project Director	1	Graduation in Civil engg.	20	10	48	15 years or above of relevant experience - 26
							20 years or above of relevant experience - 30
2	Dy. Project Director	1	Graduation in Civil./Mechanical/Electrical/Electronics Engg.	<u>20</u> 45	<u>10</u> 7	48	<u>10</u> 7 years or above of relevant experience - 22
							<u>20</u> 45 years or above of relevant experience - 24
3	Structure Expert	1	Graduation in Civil engg.& M.E in Structural Engg.	15	7	48	7 years or above of relevant experience - 16
							15 years or above of relevant experience - 18
4	Sr. Geotechnical Expert	1	Graduation in Civil engg.& M.E in Geotechnical Engg	15	5	12	
5	Sr. Architecture Expert	1	B.Arch	15	5	48	

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Note:

1. The Key Positions identified in the shaded rows of Table-3 of the Instructions to Tenderers (ITT) shall be subject to evaluation. Notwithstanding the evaluation criteria, the Consultant shall be obligated to deploy all Key Staff as specified in Volume-04: Pricing Document, in strict accordance with the qualifications and experience requirements set forth in Table-3 of the ITT
2. If the Bidder is unable to make available any of the named key staff whose CVs were submitted and accepted during the bidding process, the Bidder may propose substitute staff, subject to prior approval from Noida Metro Rail Corporation (NMRC). Such substitute staff shall possess equal to or higher requisite qualifications and experience.
3. Key personnel proposed by the bidder must qualify for all minimum requirements stipulated above for its category. In case any of the proposed key personnel by the bidder do not meet the minimum requirements stipulated above for its category, the overall score of such key personnel shall be evaluated as NIL.
4. Relevant Experience for Civil and Systems positions would be experience in metro rail projects/MRTS/RRTS/Railway ~~at same or one level below.~~
5. CV's are to be submitted as per the position given above.
6. Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than ~~50~~ **65** years of age at the time of deployment
7. CV's must be submitted with the consent/declaration of the individual and CV's submitted without the consent of the individual shall not be considered for evaluation and given zero marks.
8. In case of submission of false information, Noida Metro shall enforce all or any of the below three punitive action on its sole discretion.
 - a. Confiscate the bid security amount
 - b. Debar the Consultant for 10 years from participating in the bid of Noida Metro
 - c. Blacklist the individual
9. As a condition to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable . However in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.
10. Bidders are required to submit detailed CVs of the proposed key personnel for each of the key positions as per the format given in Appendix-5. The copies of self-attested

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FORM OF TENDER

Date:

To,

General Manager(Project),
Noida Metro Rail Corporation Ltd.,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India

NMRC/CIVIL/NGNEGC/2026/454: "General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works".

CONTRACT PACKAGE: NMRC/Projects/NGNEGC/2026/454

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Scope of Work, Standard Documents, Reference Drawings and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the NMRC for the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 1, 2, 3,3A 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 15A, 16, 17, 17A, 18, 19, 20, 21, 22, 23, 24, 25 & 26 hereto, we hereby offer for "~~Contract NGNEGC: General Consultant (GC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km)~~" "**General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works**" and remedying any defects therein, in conformity with the above documents within the completion period of 48 months (from the date of commencement of operations) for the sum stated in the Financial Package (Volume 4 of Tender Documents) as completed by us and appended hereto.
2. We undertake
 - a. to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto and
 - b. If this tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix-1 hereto; and
 - c. to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the NMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together

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FORM OF TENDER – APPENDIX 12

Financial DATA

Applicant's legal name Date

Member's legal name..... Page of Pages

Each Applicant must fill in this form

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024- 2025
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits before Taxes					
6.	Annual Profits after Taxes					
7.	Net Worth= [1 - 3]					
8.	Liquidity = [2 - 4]					
9.	Return on Equity					
10.	Annual turnover (from General consultancy/project management work for Metro/RRTS/Railway Consultancy works)					
11.	Gross Annual turnover					

Notes:

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

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall (along with UDIN number) be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.

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FORM OF TENDER – APPENDIX 13

[As per Clause E4.2]

FINANCIAL DATA – Consultancy Work

(Work done during the last five financial years)

NAME OF THE BIDDER
(CONSTITUENT MEMBER IN
CASE OF JV/CONSORTIUM)

:

(All amounts in Rupees in Crores)

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

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements containing UDIN of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2021, 2022, 2023, 2024 and 2025.
6. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number, UDIN No. and Firm Registration Number.
7. The above financial data will be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable **30** 28 days before the submission date of tender.
8. The Years mentioned in the table are indicative only. Financial Data (updated as per Note 7 above) for latest last 5 (Five) audited financial years shall be considered for evaluation. -If audited balance sheet of any year is not submitted, the tender will be considered as non-responsive.
9. ~~Only Completed work will be considered, partial completion work will not be accepted.~~
10. Foreign Participants, Value should be in INR only (converted).

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		<p>imposed on, incurred by or asserted against the Employer during or in connection in the Services by reason of:</p> <p>a. Infringement or alleged infringement by the Consultant of any patent or other protected right; or</p> <p>b. Plagiarism or alleged plagiarism by the Consultant.</p> <p>Limitation of the Consultants' Liability towards the Employer</p> <p>a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total value of the Contract.</p> <p>b) This limitation of liability shall not:</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p> <p>(iii) The Client shall indemnify the Consultant from and the Consultant shall not be liable for any claims resulting from the change of template for the Contract due to any procurement regulations, if any</p>
17	Clause 3.5	<p>The risks and the coverages shall be as follows</p> <p>a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel for the period of Consultancy.</p> <p>(b) Third Party liability insurance with a minimum coverage, for INR. 2 crores for the period of consultancy.</p> <p>(c) Project specific Professional Indemnity insurance policy with a minimum coverage equal to remuneration estimated Contract Value. Global cover with specific mention of coverage of GC contract for NMRC is also acceptable. Validity of PII shall be upto two years beyond date of completion</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any sub-consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be</p>

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		binding on the Consultant.
<u>23</u>	<u>Clause 3.10</u>	<u>Deleted</u>
<u>24</u>	<u>Clause 16</u>	<u>Deleted</u>

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

**Annexure-03
DETAILED JOINT VENTURE /CONSORTIUM AGREEMENT**

THIS JOINT VENTURE / CONSORTIUM AGREEMENT is entered into on this theday of 20.....

AMONGST

i. M/s, and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns) acting as the Lead Partner,

and

ii. M/s, and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns) in the capacity of a Joint Partner,

and

iii. M/s, and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns) in the capacity of a Joint Partner,

The expressions of (i)(ii)and (iii) (names of Joint Venture / Consortium Partners) shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "The Party".

WHEREAS:

Noida Metro Rail Corporation Limited. and having its registered office at Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida, Dist. – Gautam Budh Nagar, U.P. - 201301 [hereinafter referred to as the "Employer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns] , had invited bids by its Bid Invitation No.datedfor "[Insert name of work] [hereinafter referred to as "Contract"] and the parties stated above had entered into a Memorandum of Understanding (MoU) for participation in the above bid as _____(name of Joint Venture/ Consortium) and thereafter vide their offer dated "[Insert date of bid submission] had participated in the bids, and the Employer on considering the offer and its subsequent communications, if any, has awarded the Contract vide Notification of Award No.....(LOA No.).

(A) It is a necessary condition under the Bidding Document that the partners of the Joint Venture / Consortium shall enter into a Joint Venture / Consortium Agreement and furnish the same to the employer after notification of the award of contract within a period of 28 days.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Document.

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

2. Joint Venture / Consortium

2.1 The Parties do hereby irrevocably constitute a JV/ consortium (the “JV/Consortium”) for the purposes of jointly execution of work.

2.2 The Parties hereby undertake to execute the work only through this JV/ Consortium and not individually and/ or through any other JV/Consortium constituted for this work , either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead partner of the JV/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/ Consortium during the execution of work.
- b) Party of the Second Part shall be {the Partner of the JV/ Consortium; and }
- c) Party of the Third Part shall be {the Partner of the JV/ Consortium;}

4. The following documents shall be deemed to form and be read and construed as an integral part of this Agreement.

- i) Notice of Invitation for Bid, and
- ii) Bidding document
- iii) Any Addendum/Corrigendum to the Bid document
- iv) The offer submitted by the JV/Consortium.
- (v) Notification of Award No..... by the Employer awarding the Contract to JV/Consortium.

5. The ‘Parties’ have studied above documents and irrevocably agree with the same. The parties also agree to submit the Performance Security to the Employer for an amount and in the manner as stipulated in the bidding document.

6. For the purpose of submission of bid proposals, the parties had nominated (Name of lead Partner) as the Lead Partner duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. The same nomination will hold good for signing of the Contract Agreement and for doing all correspondences with the Employer during the execution of the contract, unless revoked with the approval of the Employer. However, M/s shall not submit any such proposals, clarifications or commitments in relation to this contract to the Employer, before securing the written clearance / consent of the other Partners. All such communications done by the lead Partner on behalf of the JV/Consortium with the Employer shall be deemed to have the concurrence of all the Partners of the JV/Consortium and shall be binding on all the Partners.

7. The ‘Parties’ have resolved that the distribution of share and responsibilities between the JV/Consortium Partners is as under:

- a) Lead Partner share% ;
Responsibilities of Key Activities
(i)
(ii)
(iii)

- b) Joint Venture /Consortium Partner Name.....and share%;
Responsibilities of Key Activities

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- (i)
- (ii)
- (iii)

c) Joint Venture /Consortium Partner Name.....and share% ;

Responsibilities of Key Activities

- (i)
- (ii)
- (iii).....

8. JOINT AND SEVERAL RESPONSIBILITIES

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV/Consortium.

9. REPRESENTATION OF THE PARTIES

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly constituted, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental authority and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV/Consortium Partner is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any applicable law in force and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

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d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

10. ASSIGNMENT

The assignment and the role of each of the JV partner shall be dealt as per relevant contract conditions.

11. EXCLUSIVITY

The parties shall co-operate throughout the entire period of this JV Agreement on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other JV Partners and the Employer.

12. EXECUTIVE AUTHORITY

The said Joint Venture/Consortium through its authorized representative shall receive instructions from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project as per the contract requirements.

13. GUARANTEES AND BONDS

The Performance Security to be submitted by the JV/Consortium to the Employer shall be submitted by the JV/Consortium in accordance with the requirements of the Contract.

14. INDEMNITY

Each party hereby agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture/Consortium.

15. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

16. TAXES

16.1 Tax obligations

Each JV/Consortium Partner shall comply with all tax regulations concerning its Scope of work at its own risk and expense and for its own account. In particular, each JV/Consortium Partner shall be responsible for preparing and submitting all necessary tax returns and tax payments, as legally required.

16.2 GST

If the JV/Consortium is subject to GST, the relevant tax obligations shall be satisfied by the JV/Consortium.

Details of necessary procedures (with regard to invoicing procedure, tax declarations, documents and respective tax payments) will be agreed upon separately.

16.3 Taxation of the JV/Consortium

It is the JV/Consortium partner's common understanding that the implementation of the Project based on the principles of cooperation in this Agreement will not cause the JV/Consortium to register for corporate income tax purposes, whether as taxable entity

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or in another form. No JV/Consortium Partner shall take any action that may contradict such common understanding of the JV /Consortium Partners. If the tax authorities nevertheless should tax the JV/Consortium on the basis of income from the entire Contract, the JV/Consortium Partners shall closely cooperate and agree on a joint approach in responding to the tax authorities' position. If the JV/Consortium should be taxable, the JV/Consortium Lead Partner will coordinate the tax filling and tax payment process. Details will be agreed upon separately. In principle, each JV/Consortium Partner shall bear the corporate income tax to the extent it relates to its Scope of Work. The calculation of each Consortium Partner's proportional amount of tax will be subject to the local tax law, each JV/Consortium Partner's pro-rata share of the taxable income and the relevant tax rate. If such calculation is not possible, the JV / Consortium Partners shall agree on another way of allocation of the respective tax. Taxes other than corporate income tax assessed on the JV/Consortium shall be borne by the JV/Consortium Partners pursuant to their Proportionate Values.

17. CONFIDENTIALITY

17.1 CONFIDENTIALITY OBLIGATION

Each party shall keep the information and documents received from the other party secret and confidential and shall not disclose them to a third party without written consent of the other party providing the information / documents.

17.2 EXCLUSIONS

Clause 17.1 does not apply to information which;

- a) Is or become generally available to the public through no breach of the receiving party;
- b) Is within the receiving party's lawful possession before the disclosure;
- c) Prior to the date of this Agreement, has been received from a Third Party having no obligation of confidentiality.
- d) Is independently developed by the receiving party;
- e) The receiving Party is required to disclose by any court order or government action, provided that prior to the disclosure, the receiving Party shall notify the disclosing Party.
- f) Is disclosed by either of the Parties to its affiliates or attorneys in connection with and for the purposes of the performance of this Agreement; or
- g) Is disclosed as required by any law, the rules of any recognized stock exchange or regulatory body or any written requirements of any taxation authority.

18. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996(Act no 26 of 1996) as amended from time to time. The venue of the arbitration shall be Delhi.

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19. VALIDITY

This Agreement shall remain in force till the occurrence of the earliest of any of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a) The completion period of the Contract including its Defect Notification Period, or
- b) Termination of the contract awarded to JV/Consortium by the Employer
- c) Cancellation/ shelving of the Project by the Employer for any reasons

20. This Agreement is drawn in number of copies with equal legal strength and status. One copy is held by M/s (Lead Partner) and the other by M/s., M/s& M/s..... and a copy submitted to the Employer.

21. MISCELLANEOUS

a) This Agreement shall be governed and construed in accordance with the Laws in force in India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

22. NOTICES BETWEEN JV/CONSORTIUM PARTNERS

Notices shall be given in writing confirmed by registered mail or commercial courier to the following addresses:

Lead Partner	Other Partner	Other Partner
.....
.....
(Name & Address)	(Name & Address)	(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this Agreement the day, month and year first before written

M/s.....	M/s.....	M/s.....
.....
(Seal)	(Seal)	(Seal)

Witness

1..... (Name & Address)

2..... (Name & Address)

Notes:

- 1. The mode of the execution of the JV/ Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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**Annexure-04
FORM OF BANK GUARANTEE FOR TENDER SECURITY**

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

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

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

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

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

4. **THE CONDITIONS OF THIS OBLIGATION ARE:**

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or

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

We undertake to pay to the Employer mere on demand without demur up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

5. Notwithstanding anything contained herein:

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

Signature of

Authorized Official of the Bank

Signature of Witness

Name of Official

Name:
.....

Designation
Stamp/Seal

Address:

of the Bank

Notes:

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

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Attachment 1

Sr. No.	Position	Minimum Requirement in Nos.	Minimum Educational Qualification	Total Experience after Minimum Qualification (years)	Minimum Relevant Experience in Metro/ MRTS/RRTS/ Railway after Minimum Qualification (years)	Man-Month Requirement
1	Project Director	1	Graduation in Civil engg.	20	10	48
2	Dy. Project Director	1	Graduation in Civil./ <u>Mechanical/Electrical/Electronics</u> Engg	20 15	10 7	48
3	Structure Expert	1	Graduation in Civil engg. & M.E in Structural Engg.	15	7	48
4	Sr. Geotechnical Expert	1	Graduation in Civil engg. & M.E in Geotechnical Engg	15	5	12
5	Sr. Architecture Expert	1	B.Arch	15	5	48
6	Chief Track Expert	1	Graduation in Civil engg.	20	10	36

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
1.0- Consulting Engineers Limited						
1	Vol 3, NIT Page No.4	1.1.2	Key Details	JV/Consortium to be allowed: Yes	We understand that Joint Venture is of Un-Incorporated type as per consultancy Industry Practice. Please confirm.	No change in Tender Conditions.
2	NIT Page No.9	1.1.3.1 (vii) b.	Lead Partner/ Non-substantial Partners/ Change in JV/Consortium	Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness shall not be considered for evaluation of JV/Consortium. In the tender for GC work, a Joint Venture / Consortium to qualify, each of its non substantial partner must have experience of executing at least one GC work (which may not be similar to that mentioned in clause 1.1.3.2.A of NIT) of minimum 20% of the approximate cost of the work mentioned in the clause 1.1.2 (key details) in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes b), c), d), & g) of Clause 1.1.3.2.A of NIT.	We request to consider ongoing projects with 65% completion for non-substantial participation as generally in other Metro GC tender non substantial partner are evaluated for financial criteria only	No change in Tender Conditions.
3	NIT Page No.9	1.1.3.1 (vii) a	Lead Partner/ Non-substantial Partners/ Change in JV/Consortium	. Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite GC Contract where value of all components combined is Rs 15.11 Crore or more or a GC work comprising one or more components where the value of such component(s) is/are Rs 15.11 Crore or more in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes of Clause 1.1.3.2.A of NIT.	As per clause 1.1.3.2 Minimum Eligibility Criteria has to be jointly satisfied by JV Partners so we request accordingly to delete the referred experience requirement for each substantial partner of JV.	No change in Tender Conditions.
4	NIT Page No.16	1.1.3.2 A (a)	Minimum eligibility criteria/Work experience/Mandatory eligible works/ Notes	C. In case of any composite work (work involving other than similar work also), value of successfully completed portion of similar work up to last day of the month previous to the month of tender submission shall be considered for qualification of work experience criteria. In case qualifying work involves General consultancy (GC)/Project management consultancy (PMC), value of only similar work in that work shall be considered.	We understand that ongoing similar works where we have received the referred amount will be considered under Minimum Eligibility Criteria. Please confirm	No change in Tender Conditions. Work experience shall be recokened as per Clause 1.1.3.1 A of NIT.
5	NIT Page No.15	1.1.3.2 A (a)	Minimum eligibility criteria/Work experience/Mandatory eligible work	Similar Work: "General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and System.	We request following changes under the referred criteria: Similar Work: "General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS/HSR project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and OR System	No change in Tender Conditions.
6	NIT Page No.17	1.1.3.2 A (a)	Minimum eligibility criteria/Work experience/Mandatory eligible works/ Notes	j. Work shall be considered as completed in case of completion of CMRS and operation of line.	We request following changes in the referred criteria: Note: j. Work shall be considered as completed/substantially completed in case of bidder has received 65% of project fees. completion of CMRS and operation of line.	No change in Tender Conditions.
2.0 - RINA Consulting SPA						
7	NIT	1.1.3.1	Minimum Eligibility Criteria		Allowance of substantially completed projects. We kindly request the Authority consideration to allow substantially completed projects to qualify under the eligibility criteria.	No change in Tender Conditions.
8	NIT Page No.10	1.1.3.1 (viii)	Participation by Subsidiary Company / Parent Company with credential of other Company.	B. Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).	We kindly request the Authority to allow the credentials of sister company without engagement in Joint Venture.	No change in Tender Conditions.
9	GCC Page no 13-14	23	payment terms	C. No payment shall be made in advance	We kindly request the Authority consider the provision of advance payment for the project to facilitate smooth mobilization and execution of services.	No change in Tender Conditions.
10	NIT Page No.4	1.1.2	Key details		We respectfully request the Authority to allow the pre-bid meeting to be conducted in online mode and to share the meeting link accordingly.	No change in Tender Conditions.
3.0 - TURKISH ENGINEERING CONSULTING & CONTRACTING-- TUMAS INDIA PRIVATE LIMITED						
11	NIT Page No.4	1.1.2	Key details	Pre-Bid Conference 12.05.2026 at 11:30 Hrs'-	Kindly provide a VC link to attend the pre-bid meeting.	No change in Tender Conditions.
12	NIT Page No.6	1.1.3.1 (II) (a)	Lead Partner/ Non-substantial Partners/ Change in JV/Consortium	A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor/ Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have a maximum 26% participation.	We suggest that the Lead Member/Indian company should have the major share in the JV/Consortium arrangement and substantial partner should have a minimum participation of 26%, while the non-substantial partner may have participation below 26% & Minimum 20%. Kindly consider the following proposed JV structure: • Lead Member (Indian Company) – Major Shareholding • Substantial Partner – Minimum 26% participation • Non-Substantial Partner- >20% and <26% participation For your consideration.	Refer Addendum-2.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
13	NIT Page No.9	1.1.3.1 (vii) a	Lead Partner/ Non-substantial Partners/ Change in JV/Consortium	Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite GC Contract where value of all components combined is Rs 15.11 Crore or more or a GC work comprising one or more components where the value of such component(s) is/are Rs 15.11 Crore or more in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes of Clause 1.1.3.2.A of NIT.	We understand that the referred eligibility clause shall be applicable only in cases where all firms participating in the tender are Indian firms and the bid is being submitted without using the credentials of the foreign parent company. Accordingly, in case an Indian registered wholly owned subsidiary company participates as the Lead Member using the credentials and experience of its foreign parent company, the requirement of independent compliance of the said clause " GC Contract where value of all components combined is Rs 15.11 Crore or more....." by the Indian subsidiary company shall not be applicable. Kindly clarify..	No change in Tender Conditions.
14	NIT Page No.9	1.1.3.1 (vii) b.	Lead Partner/ Non-substantial Partners/ Change in JV/Consortium	Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness shall not be considered for evaluation of JV/Consortium. In the tender for GC work, a Joint Venture / Consortium to qualify, each of its non substantial partner must have experience of executing at least one GC work (which may not be similar to that mentioned in clause 1.1.3.2.A of NIT) of minimum 20% of the approximate cost of the work mentioned in the clause 1.1.2 (key details) in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes b), c), d), & g) of Clause 1.1.3.2.A of NIT.	We request you to consider allowing an Indian registered wholly owned subsidiary company to use the credentials and experience of its foreign parent company without mandatory participation of the parent company as a JV/Consortium member, subject to submission of appropriate authorisation/support undertaking from the parent company. Since the subsidiary company is wholly owned and controlled by the parent company, the technical expertise, managerial support, and resources of the parent company remain fully available to the subsidiary. Allowing such participation would encourage wider competition and participation of technically qualified international groups through their Indian subsidiaries without altering the substantive technical capability available for the project.	No change in Tender Conditions.
15	Annexure-01 of ITT Page no. 44.	Notes of Table-3 of Annexure-01	Note 7 of Table 03.		It is requested to allow submission of the same expert's CV by multiple consultants (multiple consent), provided the expert gives a valid willingness declaration/consent to each bidder. The final engagement of the expert may be considered based on the selected consultant after award of the contract. This would facilitate wider participation and fair competition among bidders, particularly at the bid submission stage where final team mobilisation is subject to award of the assignment.	No change in Tender Conditions.
16	IIT Page No 36 to 43	Table -3	Qualification, experience and competence of the key staff deployed for the assignment		We understand that only the CVs of the key experts/personnel (shaded in Table 3) and those to be evaluated are required to be submitted along with the Technical Proposal. Further, CVs of the remaining experts/personnel may be submitted for the Employer's review and approval before deployment after award of the contract. Kindly Clarify.	No change in Tender Conditions.
17	NIT Page 15 & 16	1.1.3.2 A (a)	Mandatory Eligible Works /Similar Works	"General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and System. iv. In addition to above, tenderer as a single entity or any substantial member of JV/Consortium shall also have the experience of general consultancy/PMC of MRTS/ RRTS project of at least 6.1 km of Viaduct including stations in the above qualifying similar work or any other work(s).	HSR projects involve technical and managerial complexities comparable to MRTS/RRTS projects, including elevated viaduct construction, station development, structural and civil engineering works, integration of track, signalling, telecommunication, electrical and traction systems, safety implementation, quality control, testing & commissioning, and multidisciplinary project management consultancy services. The consultancy/PMC methodology, supervision requirements, construction techniques, and system coordination involved in HSR projects are substantially similar to those adopted in MRTS/RRTS projects. Accordingly, we request the Authority to kindly consider HSR project experience and associated viaduct works as equivalent for meeting the tender eligibility requirements.	No change in Tender Conditions.
18	NIT Page 4	1.1.2	Key detail	Last Date & Time of Submission of Bids 28.05.2026 at 17:00 Hrs	We would like to request an extension of the bid submission date by at least three (3) weeks from the date of issuance/reply of the pre-bid queries. Due to the current situation, the Joint Venture (JV) formation process could not be completed within the available timeline. As the JV formalities are still under process, we will be able to proceed further with preparation and submission of the bid only after completion of the JV formation. Considering the above, we kindly request you to grant an extension of at least three weeks to enable us to complete all necessary formalities and submit a comprehensive proposal.	Refer Addendum-2.
4.0 - RODIC CONSULTANTS PRIVATE LIMITED						
19	NIT Page No.9	1.1.3.1 (vii) a	Lead Partner/ Non-substantial Partners/ Change in JV/Consortium	Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite GC Contract where value of all components combined is Rs 15.11 Crore or more or a GC work comprising one or more components where the value of such component(s) is/are Rs 15.11 Crore or more in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes of Clause 1.1.3.2.A of NIT.	We request your kind attention that since 3 partners are allowed in the JV/Consortium, We request that Share of lead member should be the considered as maximum out of all members. This criteria is present in most of the recently floated Metro GC tenders. Kindly consider below amendment: lead partner must be substantial partner in the JV/Consortium.i.e. it should have maximum share participation in JV/Consortium.	Refer Addendum-2.
20	NIT Page No.9	1.1.3.1 (vii) B	Lead Partner/ Non-substantial Partners/ Change in JV/Consortium	Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness shall not be considered for evaluation of JV/Consortium. In the tender for GC work, a Joint Venture / Consortium to qualify, each of its non substantial partner must have experience of executing at least one GC work (which may not be similar to that mentioned in clause 1.1.3.2.A of NIT) of minimum 20% of the approximate cost of the work mentioned in the clause 1.1.2 (key details) in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes b), c), d), & g) of Clause 1.1.3.2.A of NIT.	We understand that any infrastructure work having GC/PMC will be considered under this clause with minimum 20% value of NIT. Kindly confirm. We request you to kindly consider GC/PMC under this clause as PMC for Railway/Highway also involves design review, construction supervision and T&C.	No change in Tender Conditions.
21	NIT Page No.7	1.1.3.1 (V) (b)	Eligible applicant	Also, no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by NMRC / any other Metro Organization (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Appendix-17 of Form of Tender	We request you to consider the below amendment: 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by NMRC / any other Metro or RRTS Organization/ NCRTC (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Appendix-17 of Form of Tender	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
22	NIT Page No.8	1.1.3.1 (V) (d)	Eligible applicant	Tenderer (including any member in case of JV/consortium) for the works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any GC/PMC works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Appendix-18 of Form of Tender.	Tenderer (including any member in case of JV/consortium) for the works awarded by NMRC/ any other Metro/RTS Organization (100% owned by Govt.)/NCRTC must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any GC/PMC works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Appendix-18 of Form of Tender	No change in Tender Conditions.
23	NIT Page No.15	1.1.3.2 A	Minimum eligibility criteria/Work experience	Tenderer's(either a single entity/ JV/ Consortium) will be qualified only if they have successfully completed similar work(s), during last seven (07) years ending last day of the month previous to the month of tender submission as given below	We request your kind attention that most of recent floated and awarded metro GC tender has allowed "Substantial completion" under eligibility Conditions.. Like Pune Metro Phase 2 GC, Thane Metro GC, Ahmedabad Metro Phase 3 GC etc. Consider the above fact, we request for below amendment: Tenderer's (either a single entity/ JV/ Consortium) will be qualified only if they have successfully completed/ substantially* completed similar work(s), during last seven (07) years ending last day of the month previous to the month of tender submission as given below. *Substantially completed means the Applicant must have completed atleast 70% of the Project value and should be certified by the Employer. The above amendment will allow Indian companies like us to participate in tendering process which will be increase the healthy competition.	No change in Tender Conditions.
24	NIT Page No.15	1.1.3.2 A	Minimum eligibility criteria/Work experience/Mandatory Eligible work	Similar Work **General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and system"	We request your kind attention towards below mentioned facts 1. Most of the new Metrorail projects like Nagpur Phase 1, Pune Phase 1, Bhopal Metro, Indore Metro, Chennai Phase 1, etc are also having at-grade portion in scope due to presence of Depot and some atgrade potion. 2. Noida Metro (under operation) itself have atgrade + depot potion under its scope. 3. Most of the Metro GCs scope as above has at-grade SoW included within their scope. As Chief Track, hief OHE, Chief Telecom experts are common for elevated/UG/atgrade portion. Due to the above mentioned fact, it is impossible to get desired certificate with fees only related to UG/elevated. Considering the above mentioned fact, We request for below amendment: **General/Project consultancy works pertaining to Elevated/ Underground/Elevated + at-grade/ UG + at-grade in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and system"	No change in Tender Conditions.
25	NIT Page No.17	1.1.3.2 A	Minimum eligibility criteria/Work experience/Mandatory Eligible work	Work shall be considered as completed in case of completion of CMRS and operation of line.	We request you to kindly allow substantially completed and add the following: *Substantially completed means the Applicant must have completed atleast 70% of the Project value and should be certified by the Employer.	No change in Tender Conditions.
26	IIT Page no 31	5 Marking and Scoring Table -1 sl no 2.1	Consultancy Organization and firms experience	Length of One large GC/ PMC elevated/underground MRTS/RRTS projects completed in past 7 years (single contract), Max Marks – 100 marks	We request your kind attached toward our request in query no 5 & 6 above and request for below amendment: Length of One large GC/ PMC elevated/underground MRTS/RRTS/ Elevated + at-grade/ UG + at-grade projects completed or substantially completed in past 7 years (single contract), Max Marks – 100 marks	No change in Tender Conditions.
27	IIT Page no 31	5 Marking and Scoring Table -1 sl no 2.2	Consultancy Organization and firms experience	GC/ PMC MRTS/RRTS projects completed in last 7 years / (fee more than 32 INR crores) will be escalated to the date 31.03.2026 (Numbers) Max Marks – 100 marks	We request your kind attached toward our request in query no 5 above and request for below amendment: GC/ PMC MRTS/RRTS projects completed/substantially completed* in last 7 years / (fee more than 32 INR crores) will be escalated to the date 31.03.2025 (Numbers) Max Marks – 100 marks	Refer Addendum-2.
28	IIT Page no 31	5 Marking and Scoring Table -1 sl no 2.3	Consultancy Organization and firms experience	Relevantelevated/undergroundMRTS/RRTSProjects (Cumulative Length) in last 7 years, Max Marks -50 marks	We request your kind attached toward our request in query no 6 above and request for below amendment: Relevant elevated/underground / Elevated + at-grade/ UG + at-grade MRTS/RRTS Projects (Cumulative Length) in last 7 years, Max Marks -50 marks	No change in Tender Conditions.
29	IIT Page no 36	5 Marking and Scoring Table -3 sl no 1	Qualifications, experience and competence of the key staff to be deployed for assignment	1: Project Director: •15 years or above of relevant experience – 22 •20 years or above of relevant experience - 24	We request below relaxation in marking of relevant experience: • 45 5 years or above of relevant experience – 22 • 20 8 years or above of relevant experience – 24 As it is not possible for any person to become Project Director / Dy Project Director for 20 years when his total experience is 20-25 yrs.	No change in Tender Conditions.
30	IIT Page no 36	5 Marking and Scoring Table -3 sl no 2	Qualifications, experience and competence of the key staff to be deployed for assignment	2: Dy. Project Director: •7 years or above of relevant experience – 22 •15 years or above of relevant experience - 24	We request below relaxation in marking of relevant experience: •7 5 years or above of relevant experience – 22 • 45 7 years or above of relevant experience – 24 As it is not possible for any person to become Dy Project Director for 15 years when his total experience is 15-20 yrs	Refer Addendum-2.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
31	IIT Page no 36	5 Marking and Scoring Table -3 sl no 3	Qualifications, experience and competence of the key staff to be deployed for assignment	3: Structure Expert: •7 years or above of relevant experience – 16 •15 years or above of relevant experience - 18	We request below relaxation in marking of relevant experience: • 7 5 years or above of relevant experience – 16 • 45 7 years or above of relevant experience - 18	No change in Tender Conditions.
32	IIT Page no 36	5 Marking and Scoring Table -3 sl no 6	Qualifications, experience and competence of the key staff to be deployed for assignment	6: Chief Track Expert: •10 years or above of relevant experience – 20 •20 years or above of relevant experience - 22	We request below relaxation in marking of relevant experience: •10 5 years or above of relevant experience – 20 •20 7 years or above of relevant experience - 22	No change in Tender Conditions.
33	IIT Page no 37	5 Marking and Scoring Table -3 sl no 10	Qualifications, experience and competence of the key staff to be deployed for assignment	10: Sr. Quality assurance expert (civil): •7 years or above of relevant experience – 18 •15 years or above of relevant experience - 20	We request below relaxation in marking of relevant experience: •7 5 years or above of relevant experience – 18 •45 7 years or above of relevant experience - 20	No change in Tender Conditions.
34	IIT Page no 38	5 Marking and Scoring Table -3 sl no 12	Qualifications, experience and competence of the key staff to be deployed for assignment	12: Sr. Quality assurance expert (system): •7 years or above of relevant experience – 18 •15 years or above of relevant experience - 20	We request below relaxation in marking of relevant experience: •7 5 years or above of relevant experience – 18 •45 7 years or above of relevant experience - 20	No change in Tender Conditions.
35	IIT Page no 38	5 Marking and Scoring Table -3 sl no 14	Qualifications, experience and competence of the key staff to be deployed for assignment	14: Sr. Safety Expert: •7 years or above of relevant experience – 16 •15 years or above of relevant experience - 18	We request below relaxation in marking of relevant experience: • 7 5 years or above of relevant experience – 16 • 45 7 years or above of relevant experience - 18	No change in Tender Conditions.
36	IIT Page no 38	5 Marking and Scoring Table -3 sl no 15	Qualifications, experience and competence of the key staff to be deployed for assignment	15: Sr. Girder casting and Launching Expert -1: •7 years or above of relevant experience – 18 •15 years or above of relevant experience - 20	We request below relaxation in marking of relevant experience: •7 5 years or above of relevant experience – 18 •45 7 years or above of relevant experience - 20	No change in Tender Conditions.
37	IIT Page no 39	5 Marking and Scoring Table -3 sl no 19	Qualifications, experience and competence of the key staff to be deployed for assignment	19: Chief Traction distribution, SCADA and MINIC Panel Integration Expert: •10 years or above of relevant experience – 18 •20 years or above of relevant experience - 20	We request below relaxation in marking of relevant experience: •7 5 years or above of relevant experience – 18 •45 7 years or above of relevant experience - 20	No change in Tender Conditions.
38	IIT Page no 40	5 Marking and Scoring Table -3 sl no 22	Qualifications, experience and competence of the key staff to be deployed for assignment	22: Chief signalling expert: •10 years or above of relevant experience – 20 •20 years or above of relevant experience - 22	We request below relaxation in marking of relevant experience: •10 5 years or above of relevant experience – 20 •20 7 years or above of relevant experience - 22	No change in Tender Conditions.
39	IIT Page no 40	5 Marking and Scoring Table -3 sl no 28	Qualifications, experience and competence of the key staff to be deployed for assignment	28: Sr. Rolling Stock expert (Electrical): •2 years or above of relevant experience – 20 •5 years or above of relevant experience - 22	We feel there is some typographical mistake as Minimum Relevant Experience in Metro/ MRTS/RTS/ Railway after Minimum Qualification (years) is 07 We request below amendment in marking of relevant experience: •5 years or above of relevant experience – 20 •7 years or above of relevant experience - 22	Refer Addendum-1.
40	IIT Page no 41	5 Marking and Scoring Table -3 sl no 30	Qualifications, experience and competence of the key staff to be deployed for assignment	30: Chief Testing & commissioning expert: •10 years or above of relevant experience – 20 •20 years or above of relevant experience - 22	We request below relaxation in marking of relevant experience: •10 5 years or above of relevant experience – 20 •20 7 years or above of relevant experience - 22	No change in Tender Conditions.
41	IIT Page no 42	5 Marking and Scoring Table -3 sl no 35	Qualifications, experience and competence of the key staff to be deployed for assignment	35: Chief contract expert: •10 years or above of relevant experience – 20 •20 years or above of relevant experience - 22	We request below relaxation in marking of relevant experience: •10 5 years or above of relevant experience – 20 •20 7 years or above of relevant experience - 22	No change in Tender Conditions.
42	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 8	Qualifications, experience and competence of the key staff to be deployed for assignment	10. Bidders are required to submit detailed CVs of the proposed key personnel for each of the key positions as per the format given in Appendix-5. The copies of self-attested degree certificates must be enclosed with the CV to substantiate the fulfillment of minimum qualifications. The proposed key personnel are also required preferably to submit a service certificate issued by the Employer to substantiate the fulfillment of work experience. In case of any discrepancy found during the bid evaluation process, Noida Metro can verify the said declaration/part of the declaration from the owners of the project. Any such wrong declaration by the personnel found during verifications, Noida Metro has the right to reject such bids.	As a matter of fact, it happens that sometime experts doesn't have proper experience certificate of the employer. To substantiate this, we request you to consider service certificate or resignation letter or joining letter. This requirement is accepted in all recent tenders of Indian Railway also.	No change in Tender Conditions.
43	FOT Page no 5	Sl.No 7	Form of tender	This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Chandigarh will have exclusive jurisdiction in the matter..	We feel this is an typographical error and should be amended as below: This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Noida /U.P will have exclusive jurisdiction in the matter.	Refer Addendum-1.
44	FOT Page no 22	Appendix 12	Financial Data	Annual turnover (from General consultancy/project management work for Metro/RTS/Railway)	We request your kind attention towards a fact that a infrastructure consultancy organization works in various fields like Detail design, DPR, Feasibility, Independent Engineer and in many sector like water, airport, highways et and it is impossible to get Annual turnover from only General consultancy/project management work for Metro/RTS/Railway, when our audited balance sheet includes all consultancy work. Considering above fact, we request below amendment: "Annual turnover (from Infrastructure Consultancy work)"	No change in Tender Conditions.
45	FOT Page no 24	Appendix 13/Note 9	Financial Data - Consultancy work	Note 9: Only Completed work will be considered, partial completion work will not be accepted.	We highlight that every auditor financial statement mentions Total value of consultancy works done in an year, irrespective of whether project is 100% completed or not. As many project have completion period of more than 12 months. We request to kindly delete this clause as this is practically impossible to get this.	Refer Addendum-2.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
46	GCC Page no 14	23.00	Payment terms	No payment shall be made in advance	We request your kind attention that RFP currently doesn't provide any advance payment. As the metro GC project mobilization require substantial amount of investment like fully furnished office including all IT equipment's and transport for 50 persons. We request you to kindly allow to provide 5% advance payment against submission of advance bank guarantee to be fully set off.	No change in Tender Conditions.
47	GCC Page no 7	3.13	Performance gurantee	The Performance Guarantee shall remain valid up to 06months beyond the defect liability period which will be 24 months from the date as mentioned in the completion certificate OR 'the date on which all the stations/structures/buildings on the section/corridor are put to use for fare paying public whichever is later. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended	The Performance Guarantee shall remain valid up to 06 months beyond the defect liability period which will be 24 months from the date of completion of project as mentioned in the completion certificate OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public whichever is later. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extendedf.	No change in Tender Conditions.
48	SCC Page no 3	SINo 5	Clause 12	Duration of Liability shall be a period of 24 months reckoned from 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later.	Kindly amend this clause and mentioned duration of liability in months which can further extended in case extension of work. As bank doesn't accept text (sentence) for BG validity.	No change in Tender Conditions.
49	SCC Page no 4	Sl.No 7	Clause 16	Employer will not entertain any cost implications and time impact claims under any circumstances arising out of below works which is not defined as "change in scope" in this Contract: i)Any change in the alignment, length of the corridor, track length or the number, area, design and location of stations. ii)Re-invitation of bids and the associated bid process management. iii)Commissioning and commercial operations of the Project in stages. iv)Any change in number and form of bid packages defined in Volume 3: Scope of Work.	We agree that any change in mentioned 4 subclause will not come under change of scope but in case any major changes to be made in feasibility study, detailed project report or alignment option study of corridor under SoW should be considered as change of scope and consultant should be paid for this scope.	No change in Tender Conditions.
50	SCC Page no 5	Sl.No 8	Clause 40	Consultant shall be required to open their office within 45 days from the Commencement/ Effective Date at Noida/Greater Noida for performing the services defined in Scope of Work.	We request your kind attention that Delhi area should also be allowed for opening of office. We request you to kindly consider below amendment: Consultant shall be required to open their office within 45 days from the Commencement/ Effective Date at Noida/Greater	No change in Tender Conditions.
51	NIT Page 4	1.1.2	Key detail	Last Date & Time of Submission of Bids 28.05.2026 at 17:00 Hrs	As this is a important infrastructure assignment which requires high technical expertise, also proposal preparation requires site visit along alignment, methodology etc. We request you to kindly provide 21 days of extension to current bid submission date.	Refer Addendum-2.
52	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 6	Qualifications, experience and competence of the key staff to be deployed for assignment	Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment	As per Key Personnel qualification/eligibility criteria mentioned in Annexure-01 of ITT (relevant Key Expert qualification section), the prescribed age limit of 50 years appears restrictive. We request authority to kindly increase the permissible age limit to 60 years considering the requirement of highly experienced metro rail experts. Request Authority please change the requirement as "Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 60 years of age at the time of deployment".	Refer Addendum-2.
53	FOT Page no 10 12	Appendix 3 & 3A	General information of tender & Undertaking of JV/Consortium		TP document requires submission of a notarized JV/Consortium Agreement/MOU; however, no standard format/template for the JV Agreement has been provided in the tender documents. Kindly provide the prescribed JV/Consortium Agreement format acceptable to Authority or confirm that bidders may submit their own standard JV Agreement containing all required provisions mentioned in the tender.	Refer Addendum-2.
54	NIT Page 4	1.1.2	Key detail	Earnest Money Deposit (EMD)/Tender Security	Tender Conditions.s presently specify submission of EMD/Tender Security through Demand Draft / Pay Order / Bank Draft /RTGS/NEFT only. Considering the substantial EMD amount of INR 75,56,000/-and the standard industry practice followed in major infrastructure and consultancy tenders, we request authority to kindly permit submission of Bank Guarantee (BG) in lieu of EMD/Tender Security from a Scheduled Commercial Bank	Refer Addendum-2.
5.0 -PADECO						
55	NIT Page No.9	1.1.3.1 (vii) a	Lead Partner/ Non-substantial Partners/ Change in JV/Consortium	. Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite GC Contract where value of all components combined is Rs 15.11 Crore or more or a GC work comprising one or more components where the value of such component(s) is/are Rs 15.11 Crore or more in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes of Clause 1.1.3.2.A of NIT.	We request to consider allowing International Firm to act as the Lead Partner, provided the firm has been registered in India in the last 10 years.	Refer Addendum-2.
56	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 6	Qualifications, experience and competence of the key staff to be deployed for assignment	Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment	We request to consider relaxing the age limit for other Key Experts from 50 years to 70 years, considering the requirement for highly experienced senior professionals in metro rail projects	Refer Addendum-2.
57	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 1	Qualifications, experience and competence of the key staff to be deployed for assignment	1. The Key Positions identified in the shaded rows of Table 3 of the Instructions to Tenderers (ITT) shall be subject to evaluation. Notwithstanding the evaluation criteria, the Consultant shall be obligated to deploy all Key Staff as specified in Volume 04: Pricing Document, in strict accordance with the qualifications and experience requirements set forth in Table 3 of the ITT	We understand that the CVs for the Key Positions identified in the shaded rows will be evaluated. Accordingly, only the evaluated CVs need to be submitted with the bid. Kindly confirm whether only the evaluated CVs are required to be submitted with the bid.	No change in Tender Conditions.
58	FOT Page no 7	Appendix 1/ Sl.No VI	Requirement under Conditions. of contracts	'Duration of Liability' for the whole of the Works: Duration of Liability shall be a period of 24 months reckoned from 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later.	We request you to clarify the extent of the GC's responsibilities, during the Duration of Liability period of 24 months	Refer GCC Clause 3.5 & 12 and SCC Clause 17.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
59	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 12	Qualifications, experience and competence of the key staff to be deployed for assignment	Assignments carried out by the Key Personnel shall be submitted in detail with documents for evaluation	It would be very difficult to furnish supporting documents for assignments undertaken by Key Personnel over the past 20 years. Hence, request you to consider relaxing this requirement and allow submission of relevant assignment details in the CVs without supporting documents for evaluation purposes.	No change in Tender Conditions.
60	GCC Page 9	8 (d)	Replacement or Removal in Personnel	d. If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to misconduct, fraud, non-performance then reduction in remuneration is applicable. However in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC	Considering the large number of metro rail projects currently being executed across India, movement of Key Personnel for better professional opportunities is a common industry practice and is beyond the reasonable control of the Consultant. Therefore, we request you to kindly relax this clause of penalty of 0.25% of overall man months payable to the GC.	No change in Tender Conditions.
61	Pricing Document Page No 2.	2.1	Preamble of BOQ	2.1. In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved rolling deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 20% of the remuneration of the non-deployed expert for non- deployment period shall be made.	The notice period for each firm varies and in certain cases, this may result in unavoidable delays in the deployment of some Key Personnel. Hence, request to consider waiving the provision for recovery equivalent to 20% of the remuneration of the non-deployed expert for the period of nondeployment.	No change in Tender Conditions.
6.0 -ARX India Private Ltd						
62	NIT Page No.15-16	1.1.3.2 A	Minimum eligibility criteria/Work experience	Tenderer's(either a single entity/ JV/ Consortium) will be qualified only if they have successfully completed similar work(s), during last seven (07) years ending last day of the month previous to the month of tender submission as given below	We would like to bring to your kindly notice that Metro and RRTS projects take a long time to finish—often 5 to 8 years from the first design until the trains are actually running. We request the Employer to amend the eligibility period for successfully completed similar works from the last seven (07) years to the last ten (10) years. Expanding the window to 10 years will allow a wider pool of experienced international and national consultants to participate, ensuring more competitive bids for NMRC.	No change in Tender Conditions.
63	NIT Page No.15-16	1.1.3.2 A(a)	Minimum eligibility criteria/Work experience/Mandatory Eligible Works	Similar work: "General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and System.	Firms that have successfully managed High-Speed Rail projects have already handled very strict safety and quality standards, which are exactly what is needed for this contract. The High-Speed projects use the same type of complex bridges (viaducts), tunnels, and signaling systems as Metro (MRTS) or RRTS projects. We request the Employer to include High-Speed Rail (HSR) projects within the definition of "Similar Work." Including High Speed Projects allows more world-class consultants to bid, ensuring NMRC gets the best possible expertise	No change in Tender Conditions.
64	GCC Page 9	8 (d)	Replacement or Removal in Personnel	d. If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to misconduct, fraud, non-performance then reduction in remuneration is applicable. However in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC	We would like to bring to your kind notice that the metro and railway sector has a limited number of qualified experts. Finding and retaining specific talent is a challenge across the industry. The Employee resignations for better career prospects are external factors beyond the Consultant's control. The Consultant is already obligated to provide equivalent or better qualifications for any replacement to ensure no impact on project quality or timelines. Penalizing the entire contract value for standard industry attrition is overly punitive and may affect the overall commercial viability of the project. We request the removal of the 5% remuneration reduction for replacements due to resignation/better opportunities, provided the consultant provides an equal or superior replacement approved by NMRC. We also request the deletion or significant relaxation of the 0.25% penalty on overall man-months	No change in Tender Conditions.
65	IIT Page No 15	C 18	Tender Security/ Earnest Money Deposit (EMD)	In case of JV/Consortium the bid security shall be in the name of JV/Consortium and not the individual member(s). However, there may be more than one BGs, but all must be in the name of the JV/Consortium	We would like to bring to your kind notice that the Banks have extensive internal compliance requirements for issuing financial instruments in the name of an unincorporated Joint Venture, which is a highly time-consuming process. We request that the Tender Security/EMD be allowed to be submitted by the Lead Partner or any constituent member of the JV in their own name on behalf of the JV/Consortium. Allowing individual members to submit the security ensures that qualified bidders are not excluded due to banking procedural delays.	Refer Addendum-2.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
66	IIT Page no 31	5 Marking and Scoring Table -1 sl no 2.1	Consultancy Organization and firms experience	Length of One large GC/ PMC elevated/underground MRTS/RRTS projects completed in past 7 years (single contract), Max Marks – 100 marks	<p>In General Consultancy (GC) and Project Management (PMC) roles, all JV partners are integrally involved in the technical oversight and management of the entire project length, regardless of their financial stake.</p> <p>The successful commissioning and operation of a metro line (CMRS certification) is a collective achievement of the JV. The expertise gained in managing a 10+ km section is not "proportional" to a share but is a comprehensive experience of the full system.</p> <p>We understand that if a Consultant has participated in a project as a JV/Consortium partner, the entire length of the operational metro line (e.g., >10 km) should be considered for scoring, irrespective of the Consultant's percentage share in that JV.</p>	No change in Tender Conditions.
67	IIT Page no 31	5 Marking and Scoring Table -1 sl no 2.2	Consultancy Organization and firms experience	GC/ PMC MRTS/RRTS projects completed in last 7 years / (fee more than 32 INR crores) will be escalated to the date 31.03.2026 (Numbers) Max Marks – 100 marks	<p>In the metro and rail sector, it is standard bidding practice to consider projects that have achieved significant financial progress (typically 70% or more) as valid experience for scoring.</p> <p>We request the Employer to consider "Substantially Completed" projects for marking and scoring. Substantial completion should be defined as a project where at least 70% of the total consultancy fee has been received by the Consultant.</p>	No change in Tender Conditions.
68	NIT Page No.6	1.1.3.1 (II) (a)	Eligible applicant	(ii) (a) A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor/ Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation	<p>The establishment of 100% Indian subsidiaries by global firms represents a significant commitment to India's long-term infrastructure goals. By allowing these local entities to leverage their parent company's global credentials, the Employer encourages permanent technical investment and a stable local presence. This approach ensures that world-class expertise is delivered through a dedicated Indian organization, supporting the 'Make in India' initiative while maintaining high standards of project execution.</p> <p>We request that a 100% Indian Subsidiary of a foreign company be permitted to bid by using the technical and financial credentials of its Parent Company, provided a formal Parent Company Guarantee (PCG) or undertaking is submitted</p> <p>The establishment of 100% Indian subsidiaries by global firms represents a significant commitment to India's long-term infrastructure goals. By allowing these local entities to leverage their parent company's global credentials, the Employer encourages permanent technical investment and a stable local presence. This approach ensures that world-class expertise is delivered through a dedicated Indian organization, supporting the 'Make in India' initiative while maintaining high standards of project execution.</p> <p>We request that a 100% Indian Subsidiary of a foreign company be permitted to bid by using the technical and financial credentials of its Parent Company, provided a formal Parent Company Guarantee (PCG) or undertaking is submitted.</p> <p>A Parent Company Guarantee ensures that the parent organization remains legally and technically responsible for the project's success, providing NMRC the same level of security as a JV. This model is already standard practice with other major PSU clients such as RVNL. The extract of RVNL tender document is as follows: "Eligibility and Qualification Criteria" Only firms that are registered or incorporated in India are eligible to compete. A subsidiary company.</p>	No change in Tender Conditions.
69	NIT Page No.6	1.1.3.1 (II) (a)	Eligible applicant	(ii) (a) A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor/ Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation	We request the Employer to remove the fixed 74%/26% participation split. Instead, allow flexible participation percentages among members, provided that the Indian Lead Partner maintains 48% and other partners meet the substantial/non-substantial minimums (26% or 20%) as per the RFP.	Refer Addendum-2.
70	GCC Page no 14	23	Payment to the Consultant	NMRC shall pay the Price to the GC for actual engagement of expert on monthly basis for the performance of services as described in Volume 4 (Financial Packages) of tender documents, Unless the SCC provides for the price adjustment of the remuneration rates, the remuneration shall be fixed for the duration of the Contract. In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved rolling deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 20% of the remuneration of the non-deployed expert for non- deployment period shall be made	<p>We understand the intent behind ensuring full deployment, the current 20% recovery penalty is quite high given the limited pool of metro experts globally. We will ensure that any temporary gaps in deployment are managed internally so that work progress remains unaffected.</p> <p>We request the Employer to remove or relax this criteria by either: •Reducing the recovery amount from 20% to 5%; or •Allowing a 30-day grace period for replacements before any penalty is applied.</p> <p>This would create a more balanced financial structure while still ensuring the Consultant is incentivized to maintain a full team</p>	No change in Tender Conditions.
71	FOT Page no 22	Appendix- 12 /SI No 10	Financial DATA	Annual turnover (from General consultancy/project management work for Metro/RRTS/Railway)	<p>We respectfully submit that for large, multi-disciplinary consulting firms, isolating audited turnover specifically for the Metro, RRTS, and Railway sectors over a five-year period is an exceptionally complex administrative task.</p> <p>The total consultancy revenue is widely regarded as the most reliable indicator of a firm's overall financial stability and its capacity to manage large-scale resource requirements. Furthermore, evaluating 'Consultancy Turnover' based on total revenue is the standard practice in most major Indian Metro and infrastructure tenders.</p> <p>We therefore request the Employer to consider the average annual turnover from consultancy services to ensure a fair and comprehensive assessment of financial standing.</p>	No change in Tender Conditions.
72	NIT Page 4	1.1.2	Key detail	Last Date & Time of Submission of Bids 28.05.2026 at 17:00 Hrs	Extension of time of 3 weeks after the reply of pre-bid queries	Refer Addendum-2.

7.0 -Aarvee Engineering Consultants Limited

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
73	FOT Page no 7	Appendix- 1 sl.no iv & vi	Requirement under Conditions. of contracts	iv. The whole of the scope of work has to be completed within 48 months vi. Duration of Liability shall be a period of 24 months reckoned from 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later	We understand that the project duration will be initially for 48 months for completion of the work there after Defect Liability period will be for next 24 months. The performance security shall be valid for another 6 months beyond the defect liability period. Project duration from commencement date = 48+24 = 72 months Kindly confirm our understanding	Duration of Liability shall be as per tender conditions. No change in tender conditions.
74	NIT Page 4	1.1.2	Key detail	Earnest Money Deposit (EMD)/Tender Security	The RFP currently allows only cash as acceptable forms of Earnest Money Deposit of INR 75,56,000/- which is payable through RTGS/NEFT.	Refer Addendum-2.
75	IIT Page No 15	C 18	Tender Security/ Earnest Money Deposite (EMD)	In case of JV/Consortium the bid security shall be in the name of JV/Consortium and not the individual member(s). However, there may be more than one BGs, but all must be in the name of the JV/Consortium		
76	IIT Page no 27	F 5/(5.1)	Performance Security	F5.1 The Performance Security will be 5% of the Contract Price. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance/Award. The required Performance Security for the sum mentioned above may be submitted in any one of the following forms: a) Bank draft/Demand Draft/RTGS/NEFT in favour of "Noida Metro Rail Corporation Ltd.", payable at "Noida/ Greater Noida/ Delhi" from a Scheduled Commercial Bank based in India, or b) Irrevocable bank guarantee in the prescribed format, given in Contract Forms (Volume-2), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank	The RFP currently allows only cash or Bank Guarantee as acceptable forms of Performance Security. Considering that this project requires a Performance Security of 5% i.e., amount of ₹ 3,77,80,000 (as per the advertised value of tender), Insurance Surety Bonds (ISB) can be a more efficient and cost-effective option compared to cash or bank guarantees. We request the Authority to kindly allow the use of Insurance Surety Bonds (ISB) as an additional option for bid security. In support of this request, we have attached Annexure-03, which is the Office Memorandum issued by the Ministry of Finance, Department of Financial Services, endorsing the use of Insurance Surety Bonds	No change in Tender Conditions.
77	NIT Page No.15-16	1.1.3.2 A(a)	Minimum eligibility criteria/Work experience/Mandatory Eligible Works	Similar work: "General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and System.	In the similar work definition, it is observed that project Management and supervision is mentioned and there may not such projects which has both management and supervision works. We request the authority to rewrite it as Management or supervision instead of Management and supervision as below: Similar Work: "General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management or supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and System	No change in Tender Conditions.
78	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 6	Qualifications, experience and competence of the key staff to be deployed for assignment	Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment	The current specifies that the Key Expert with a minimum of 20 years' experience shall not be more than 70 years of age at the time of deployment and Other Key Experts shall not be more than 50 years of age at the time of deployment. In practice, the chief or senior positions require personnel who possess exceptional expertise and command over the work to guide remaining experts and the entire work, for this retired Indian Railways personnels possess such relevant expertise. However, the present age limit of 50 years for other Key Experts creates a conflict, as it excludes highly qualified professionals who remain active and capable well beyond this threshold (considering the retirement age of 60 yrs). Also, in most of the similar GC/PMS projects, the age limit for other Key Experts has been set at 65 years, which allows for inclusion of experienced personnel while ensuring effective performance. Accordingly, we kindly request the authority that the age criteria be relaxed to 65 years for other Key Experts. This adjustment will align the criteria with industry practice and enable bidders to propose the most competent experts for successful project delivery.	Refer Addendum-2.
79	IIT Page no 36	5 Marking and Scoring Table -3 sl no 1	Qualifications, experience and competence of the key staff to be deployed for assignment	1: Project Director: •15 years or above of relevant experience – 22 •20 years or above of relevant experience - 24	For the Project Director position, the minimum required relevant experience is mentioned as 10 years, but the evaluation marking begins from 15 years. Also, for Sr. Rolling Stock Expert (Electrical) position the minimum required relevant experience is mentioned as 7 years, but the evaluation marking begins from 2 years.	Refer Addendum-1.
80	IIT Page no 40	5 Marking and Scoring Table -3 sl no 28	Qualifications, experience and competence of the key staff to be deployed for assignment	28: Sr. Rolling Stock expert (Electrical): •2 years or above of relevant experience – 20 •5 years or above of relevant experience - 22	This marking criteria appears to be inconsistent when compared to other positions and this might be a typo error. Our understanding is that the marking scheme should align with the minimum required experience mentioned in the eligibility criteria as like remaining positions.	

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
81	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 9	Qualifications, experience and competence of the key staff to be deployed for assignment	9. As a Conditions. to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable. However, in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.	<p>The current clause stipulates a 5% reduction in remuneration for each replacement of key experts. This is excessively high and creates an undue burden on bidders. Key experts cannot be contractually bound by bidders or clients to remain throughout the project duration, and it is neither appropriate nor feasible to forcefully retain personnel. Penalizing bidders for circumstances beyond their control, such as personal reasons, relocation, or resignation of key experts is inequitable.</p> <p>While bidders make genuine efforts to retain key experts, doing so often incurs additional costs, further eroding competitiveness. Moreover, requiring replacements with equal or higher qualifications/experience within the same budget is impractical. In reality, key experts generally remain committed to projects, but unavoidable personal circumstances may necessitate their departure. Punishing bidders in such cases undermines fairness and project viability.</p> <p>Request for Amendment: In light of the above, we respectfully request the Authority to kindly consider one of the following alternatives:</p> <ul style="list-style-type: none"> • Remove 5% deduction: Eliminate the remuneration reduction clause for replacements. • Relax criteria for 50% replacements: Allow up to 50% of key personnel replacements without a deduction in remuneration. • Graduated reduction approach (Railways PMC/GC works): Permit up to 40% replacements with no reduction. For replacements above 40% and up to 65%, apply a 2.5% reduction, and beyond 65%, apply a 5% reduction. Exceptions should apply in cases of incapacity, death, or reasons beyond the contractor's reasonable control. 	No change in Tender Conditions.
82	FOT Page no 16	Appendix- 6 /Note SI.No 5	Details of Key Personnel to be deployed	For specified field of specialization, position of key personnel must have at least previous experience in the field of providing GC/PMC in Metro elevated Stations for the years mentioned in Table-3 of Annexure-01 of ITT.	<p>The clause refers to "specified fields of specialization" and "positions of key personnel" but does not clearly define which fields or positions are covered under this requirement, as it is specifically mentioned about Metro elevated stations. This creates ambiguity in interpretation and application of the criteria.</p> <p>We respectfully submit that the minimum relevant criteria for key personnel should be broadened to include experience in Metro/MRTS/RRTS/Railway projects.this requirement applies. Also, we request to Consider Railway/MRTS/RRTS, GC/PMC experience as relevant and acceptable, along with Metro experience, for meeting the criteria.Accordingly, we request the Authority to kindly Specify fields of specialization and confirm applicable positions of key personnel to which</p>	Refer Addendum-1.
83	GCC Page 9	9	Working Hours and Leave	Working hour as applicable to the NMRC employees will be applicable to Consultants also. No leave will be allowed as the payment is on man month basis. The rate thereof and total cost on this account has to be included in the financial proposal. GC can avail holidays on Sundays and Gazetted holidays (January 26th, Holi Festival, August 15th, October 2nd, December 25th and Diwali Day). However all Saturdays shall be working days for GC. The roster of field staff shall be drawn in such a way that at least one forth of field staff are available on Sundays also. Such staff can be given weekly off on some other week days. No overtime or compensatory holidays is applicable to GC staff. GC will attend the works even in the night/ Holidays if required. No additional payment by NMRC on this account will be made.	<p>As per GCC Clause 9 of the RFP, consultants are required to follow NMRC working hours without entitlement to leave, overtime, or compensatory benefits, and if required they must work on Saturdays, nights, and holidays, without additional payment. Although Sundays and gazetted holidays are nominally allowed, staffing requirements further reduce rest opportunities.</p> <p>In practice, this structure is discouraging key experts & other staff, who increasingly prioritize work-life balance and compliance with labour laws. Many professionals are opting for projects offering weekly offs, overtime pay, or compensatory leave, leading to difficulty in retaining talent.</p> <p>We therefore request the Authority to kindly revise the clause to allow:</p> <ul style="list-style-type: none"> •Weekly offs aligned with industry practice as per NMRC (5 day week) •Compensatory leave for night/holiday work. •Overtime compensation in line with prevailing labour standards. <p>Such measures will ensure compliance, improve retention, and attract top-tier consultants, ultimately benefiting NMRC projects.</p>	No change in Tender Conditions.
84	Pricing Document Page No 2.	Subhead F	BOQ -Office furniture and equipment for accommodation	Subhead F- Office furniture and equipment for accommodation	<p>While the list of items is provided, and to provide a quote/rate any technical specifications are not observed. In the absence of defined specifications (e.g., processor type for laptops/desktops, capacity for servers, features for EPBX, bandwidth for internet lease line, etc.), it is not possible to provide accurate and competitive pricing.</p> <p>Additionally, the requirement for "Misc Computer AMC / Software" is unclear on the exact requirement. The specific software packages to be supplied or maintained have not been identified, making it difficult to estimate costs.</p> <p>We respectfully request the Authority to kindly Provide a detailed specifications for each listed item under Subhead F to enable accurate rate quoting. Also, we request the authority to kindly Clarify on software requirements by specifying the exact software packages (e.g., operating systems, office productivity suites, design software, project management tools, etc.) under "Misc Computer AMC / Software."</p>	All requirements / specifications shall be as per the GC for the completion of scope of work.

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Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
85	NIT Page No 16	1.1.3.2 A (a) Notes €	Minimum eligibility criteria/Work experience/Mandatory Eligible Works	e. 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 30 days before the submission date of tender and source of currency consideration may be mentioned.	<p>It is observed that the completed works in foreign currency will be evaluated using exchange rates applicable 30 days before tender submission, with 2% annual escalation. Given the recent significant fluctuations in foreign currency values, this approach places bidders at a disadvantage and does not accurately reflect project timelines. applicable as on date of project completion and source of currency consideration may be mentioned.</p> <p>This ensures a fair and balanced calculation, aligns with actual project timelines, and avoids undue inflationary impact from currency fluctuations, thereby promoting equitable evaluation of bids.</p> <p>We respectfully request the Authority to kindly consider the clause as follows: Notes: e. 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 as on date of project completion and source of currency consideration may be mentioned.</p> <p>This ensures a fair and balanced calculation, aligns with actual project timelines, and avoids undue inflationary impact from currency fluctuations, thereby promoting equitable evaluation of bids.</p>	No change in Tender Conditions.
86	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 1 & 5	Qualifications, experience and competence of the key staff to be deployed for assignment	<p>Note:</p> <p>1. The Key Positions identified in the shaded rows of Table-3 of the Instructions to Tenderers (ITT) shall be subject to evaluation. Notwithstanding the evaluation criteria, the Consultant shall be obligated to deploy all Key Staff as specified in Volume-04: Pricing Document, in strict accordance with the qualifications and experience requirements set forth in Table-3 of the ITT</p> <p>5. CV's are to be submitted as per the position given above.</p>	<p>We understand that, at this bidding stage, only the CVs of the Key Personnel required for evaluation which are represented in shaded row in the table 3 of Annexure-01 of ITT are to be submitted. However, all positions listed in that table shall be available at the time of project commencement and shall be deployed in accordance with the approved deployment schedule.</p> <p>Kindly confirm whether our interpretation is correct.</p>	No change in Tender Conditions.
87	IIT Page no 44	5 Marking and Scoring Table -3 Note sl no 4	Qualifications, experience and competence of the key staff to be deployed for assignment	4. Relevant Experience for Civil and Systems positions would be experience in metro rail projects/MRTS/RRTS/Railway at same or one level below.	<p>We request for clarification/elaboration of the point 4, in view of what is meant by Relevant Experience at same or one level below.</p> <p>How to understand this clause and what is the exact requirement and its impact on the evaluation criteria.</p> <p>We request clarification and elaboration on the interpretation of the phrase "Relevant Experience at same or one level below." especially "same level" experience & "one level below".</p>	Refer Addendum-2.
88	IIT Page no 31	5 Marking and Scoring Table -1 sl no 2.2	Consultancy Organization and firms experience	GC/ PMC MRTS/RRTS projects completed in last 7 years / (fee more than 32 INR crores) will be escalated to the date 31.03.2026 (Numbers) Max Marks – 100 marks	<p>The Current Criteria in 2.2 in Table 1 of 5. Marking and scoring system is requiring projects of value more than 32 Crores which is 42.35% of the advertised value (75.56 Crores). Here in reference to railway tenders with similar criteria, which access the bidder's strength in no. of such projects states a requirement of 30% of the advertised value. Hence, in the same way, we are requesting for relaxation of criteria to the same level i.e. ~22 Crs.</p> <p>Hence, we kindly request that the qualification criteria under Clause 2.2 be relaxed to align with the railway project precedent, i.e., setting the threshold at ~INR 22 crores (30% of the advertised value) instead of INR 32 crores. This adjustment would ensure consistency across comparable projects, broaden competition, and allow qualified bidders with relevant experience to participate meaningfully.</p> <p>In support of this request, we have attached Annexure-02, which is eligibility criteria reg. Relevant Experience of the Bidder.</p>	Refer Addendum-2.
8.0 - Consulting Engineers Group Ltd.- CEG						
89	NIT Page 15	Clause 1.1.3.2.A	Minimum eligibility criteria/Work experience/Mandatory Eligible work	<p>Tenderer's (either a single entity/ JV/ Consortium) will be qualified only if they have successfully completed similar work(s), during last seven (07) years ending last day of the month previous to the month of tender submission as given below:</p> <p>a)Mandatory Eligible Works</p> <p>i. Should have Satisfactorily Completed similar consultancy work for minimum amount received towards the same shall be INR 60.45 Crore in one Contract. Or ii. Should have Satisfactorily Completed similar consultancy work for Minimum amount received towards the same shall be INR 37.78 Crore in two different contracts each. Or iii. Should have Satisfactory Completed similar consultancy work for Minimum amount received towards the same shall be INR 30.22 Crore in three different contracts each.</p> <p>Similar work: "General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and System.</p>	<p>The current criterion is restrictive for wholly Indian consultants as Metro projects are relatively new in India as compared to rest of the world most of the projects being executed by Indian consultants are substantially completed.</p> <p>As per standard industry practice, in addition to completed projects, substantially completed projects are also considered under the minimum eligibility and evaluation criteria. This approach ensures equitable consideration for both categories and encourages wider participation, as projects of such large value are often not fully completed due to various practical reasons but have achieved substantial completion.</p> <p>Therefore, we request the client to amend the clause as mentioned below:</p> <p>Tenderer's (either a single entity/ JV/ Consortium) will be qualified only if they have successfully completed / substantially completed similar work(s), during last seven (07) years ending last day of the month previous to the month of tender submission as given below:</p> <p>a)Mandatory Eligible Works</p> <p>i. Should have Satisfactorily Completed / substantially completed similar consultancy work for minimum amount received towards the same shall be INR 60.45 Crore in one Contract. Or ii. Should have Satisfactorily Completed / substantially completed similar consultancy work for Minimum amount received towards the same shall be INR 37.78 Crore in two different contracts each. Or iii. Should have Satisfactory Completed / substantially completed similar consultancy work for Minimum amount received towards the same shall be INR 30.22 Crore in three different contracts</p>	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
90	NIT Page 16	Clause 1.1.3.2.A. (a)	Minimum eligibility criteria/Work experience/Mandatory Eligible work	iv. In addition to above, tenderer as a single entity or any substantial member of JV/Consortium shall also have the experience of general consultancy/PMC of MRTS/ RRTS project of at least 6.1 km of Viaduct including stations in the above qualifying similar work or any other work(s)	We request the client to reduce the requirement of length from 40% to 35% of the subject Project length and amend the clause as: "iv. In addition to above, tenderer as a single entity or any substantial member of JV/Consortium shall also have the experience of general consultancy/PMC of MRTS/ RRTS project of at least 5.4 km of Viaduct including stations in the above qualifying similar work or any other work(s)"	No change in Tender Conditions.
91	NIT Page 18	Clause 1.1.3.2.B	Financial Standing	iii. T3 - Net Worth: Net Worth of tenderer during last audited financial year ending on 31st March 2025 should be > INR 3.78 Cr. In Case of JV- Net worth will be based on the percentage participation of each Member. Example: Let Member-1 has percentage participation =M and Member-2 has = N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be = (AM+BN)/100	If an applicant/JV partner / consortium member is a 100% Government-owned organization with sovereign backing, its financial obligations are effectively supported by the respective Government. Negative net worth in such cases may arise due to accounting adjustments or policy-driven financial structuring and does not reflect financial incapacity. Therefore, it is requested that the net worth criteria may not be applied to wholly government-owned entities, or alternatively, such entities may be considered eligible based on government ownership and operational track record. Similar clause has been allowed under previous metro tenders too. A few of the references are attached at Annexure-1 below.	No change in Tender Conditions.
92	NIT Page 18	Clause 1.1.3.2.B	Financial Standing	T4-Annual Turnover: The average annual turnover from consultancy works of last five Audited financial years ending on 31st March, 2025 should be > INR 15.11 Crores	As per "T-4" requirement, the bidder is required to demonstrate average annual turnover from consultancy works. However, Appendix-12 seeks turnover specifically from GC/PMC works for Metro/RRTS/Railway, which is generally not separately identifiable in audited financial statements/annual reports, as no distinct accounting head is maintained for such segregation. Therefore, it is requested that Appendix-12 may kindly be amended in line with T4 requirements to consider turnover from overall consultancy works instead of only GC/PMC turnover for Metro/RRTS/Railway projects.	No change in tender conditions
93	FOT Page 22	Appendix - 12	Fianacial Data	Annual turnover (from General consultancy/project management work for Metro/RRTS/Railway)		
94	ITT Page 15	C 18.1	Preperation of tender	C18. Tender Security/ Earnest Money Deposite (EMD) C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in any one of the following forms: (a) Demand Draft / Pay Order / Bank Draft/ NEFT/ RTGS in favour of Noida Metro Rail Corporation Ltd. payable at Noida, Greater Nodia or New Delhi from a Scheduled Commercial bank based in India. Any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly. In case of JV/Consortium the bid security shall be in the name of JV/Consortium and not the individual member(s). However, there may be more than one BGs, but all must be in the name of the JV/Consortium.	The Tender Security amount for the subject project is substantially high. In line with prevailing procurement practices adopted by various Government Departments, Multilateral Funding Agencies, and Public Sector Organizations, provision for submission of Tender Security in the form of Bank Guarantee (BG) / e-BG is generally permitted for projects involving large-value Bid Securities, as it facilitates wider participation and reduces financial burden on bidders without compromising the security of the Employer. Accordingly, we request you to kindly allow submission of Tender Security in the form of BG/e-BG and share the prescribed format for the same. Further, in case of a JV/Consortium, it is requested that any of the Member should be allowed to submit the BG on behalf of the JV/Consortium. This too is a standard industry and procurement practice followed in similar tenders.	Refer Addendum-2.
95	IIT page 36 R to 43	5 Marking and Scoring annexure 1 Table -3	Qualifications, experience and competence of the key staff to be deployed for assignment	(Evaluation of Key Experts)	It is observed that, the number of years of relevant experience required for obtaining full marks is almost equivalent to the total experience required after the minimum qualification. Practically, it is difficult for an expert to have worked throughout his/her entire professional career on only similar projects of Metro Rail//MRTS/RRTS/Railway. Such criteria are highly restrictive and may unnecessarily limit participation of otherwise qualified and experienced professionals having substantial MRTS/Infrastructure consultancy experience across diversified assignments. Therefore, it is requested that full marks may kindly be awarded to experts meeting the prescribed minimum relevant experience criteria and the distribution of marks to be updated accordingly. Rationalization of the marking criteria shall ensure fair evaluation, wider competition, uniform interpretation among bidders, and participation of competent experts without compromising the quality requirements of the project.	No change in Tender Conditions.
96	IIT page 36 R to 43	5 Marking and Scoring annexure 1 Table -3	Qualifications, experience and competence of the key staff to be deployed for assignment	Requirement of mandatory M.Tech / Masters / PG qualification for various positions	For all positions where M.Tech / Masters / PG qualification has been made mandatory, it is requested that the required professional experience may kindly be considered from the date of obtaining Bachelor's Degree instead of post PG qualification. In engineering consultancy practice and in most Metro/Railway consultancy tenders, professional experience is generally counted after acquisition of the basic qualifying engineering degree, since engineers are engaged in relevant assignments immediately after graduation while higher qualifications are often pursued in parallel or during service. Restricting experience calculation post PG qualification unnecessarily limits availability of experienced professionals despite substantial relevant project exposure	No change in Tender Conditions.
97	IIT page 39	5 Marking and Scoring annexure 1 Table -3	Qualifications, experience and competence of the key staff to be deployed for assignment	Minimum Qualification requirement for Sr. Illumination, Lifts, Escalator & Fire Expert - Graduation in Electrical / Mechanical	It is requested that Degree in Electronics & Communication Engineering (E&C/ECE) may also kindly be considered as an eligible qualification for the position of Sr. Illumination, Lifts, Escalator & Fire Expert. In Metro/Railway systems projects, E&C engineers routinely handle integrated electrical and system interfaces including illumination systems, SCADA coordination, fire alarm integration, lifts/escalators controls, communication interfaces and associated system engineering functions. Similar eligibility provisions have been adopted in various Metro Rail consultancy tenders to enhance availability of suitable domain experts.	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
98	IIT page 39	5 Marking and Scoring annexure 1 Table -3	Qualifications, experience and competence of the key staff to be deployed for assignment	Minimum Qualification requirement for Sr.Traction power expert - Graduation in Electrical	It is requested that Degree in Electronics & Communication Engineering (E&C/ECE) may also kindly be considered eligible for all Traction-related positions. In modern Metro systems, traction power, SCADA, signaling interfaces, auxiliary systems, communication integration and control systems involve substantial overlap between Electrical and Electronics disciplines. Many experienced professionals working in traction and system integration roles in MRTS projects possess E&C backgrounds with extensive relevant project experience. Inclusion of E&C qualification shall increase competition and availability of competent experts without affecting project requirements.	No change in Tender Conditions.
99	IIT page 36 R to 43	5 Marking and Scoring annexure 1 Table -3	Qualifications, experience and competence of the key staff to be deployed for assignment	Positions shaded in the table	We understand that the positions shaded in the Table-3 are the Key-Expert positions and the remaining positions are Non-Key expert positions. The support staff is separately defined under Subhead B of Volume 4.	No change in Tender Conditions.
100	IIT page 44	5 Marking and Scoring annexure 1 Table -3 /Note 4	Qualifications, experience and competence of the key staff to be deployed for assignment	4. Relevant Experience for Civil and Systems positions would be experience in metro rail projects/MRTS/RRTS/Railway at same or one level below	The present provision is highly restrictive, as experts typically gain experience across multiple hierarchy levels during their professional careers. Therefore, we request the Client to kindly amend the clause as follows: "Relevant Experience for Civil and Systems positions would be experience in metro rail projects/MRTS/RRTS/Railway, out of which at least 2 years should be at same or one level below." The proposed amendment would allow consideration of overall relevant MRTS/Railway experience while still ensuring adequate exposure at the required level.	Refer Addendum-2.
101	IIT page 44	5 Marking and Scoring annexure 1 Table -3 /Note 6	Qualifications, experience and competence of the key staff to be deployed for assignment	Key Expert with minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment and other Key Experts shall not be more than 50 years of age at the time of deployment."	It is requested that the maximum permissible age for all Key Experts may kindly be revised to 65 years, extendable up to 70 years subject to continuous professional service and submission of medical fitness certificate. The present restriction of 50 years for several key experts is highly restrictive and may significantly limit the availability of experienced metro professionals, especially considering the specialized nature of MRTS consultancy assignments in India where highly experienced experts are limited in number. Most Metro Rail / Railway consultancy tenders permit deployment of experts up to 65-70 years subject to medical fitness. Relaxation of the age criteria would facilitate participation of highly experienced domain specialists while maintaining project quality and continuity.	Refer Addendum-2.
102	IIT page 45	5 Marking and Scoring annexure 1 Table -3 /Note 10	Qualifications, experience and competence of the key staff to be deployed for assignment	"The proposed key personnel are also required preferably to submit a service certificate issued by the Employer..."	It is requested that submission of employment/service certificates for proposed key experts at the bid stage may kindly be relaxed, as collection of such documents for multiple experts within the tender timeline is arduous and difficult. Therefore, bidders may be permitted to submit only identity proof, educational qualification documents, CVs, and undertakings at this stage. Suitable employment/service certificates and supporting documents may instead be asked from the successful bidder after award of contract and prior to deployment/approval of experts. This will facilitate wider participation without affecting credential verification by the Employer.	No change in Tender Conditions.
103	GCC Page 13	23	Payment to consultant	...In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved rolling deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 20% of the remuneration of the non-deployed expert for non- deployment period shall be made	The current penalty of 20% is very high. Sometimes, delay may be caused due to reasons beyond consultant's reasonable control. Therefore, we request the client to relax this penalty to 5% and amend the clause as: "...In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved rolling deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 5% of the remuneration of the non-deployed expert for non- deployment period shall be made."	No change in Tender Conditions.
104	GCC Page 13	23	Payment to consultant	Payment terms c. No payment shall be made in advance	Provision of mobilization advance is a standard practice in large consultancy assignments and would assist the Consultant in mobilization of key personnel, establishment of project offices, deployment of systems/software, and other initial project expenditures. The same would facilitate smooth commencement of services without any additional financial implication to the Employer, as the advance remains fully secured through a Bank Guarantee. Therefore, we request the Client to kindly allow interest-free mobilization advance payment up to 5% of the Contract Value against submission of an unconditional Bank Guarantee/e-Bank Guarantee of an equivalent amount.	No change in Tender Conditions.
105	BOQ Excel		Preamble of BOQ		It is observed that the Preamble to BOQ in the uploaded Excel sheet differs from the Preamble provided under Addendum-1. Further, additional provisions have been included at Sr. No. 5, 6, and 9 in the Excel sheet, which are not appearing in the Addendum-1 document.	Refer Addendum-1.
106	Pricing Document Page No 2.		Preamble		We understand that the revised Preamble issued under Addendum-1 is the correct and applicable version. Accordingly, it is requested that the Client may kindly update/correct the Preamble to BOQ in the uploaded Excel sheet to maintain consistency between the tender documents and avoid ambiguity during bid submission	

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply								
107			General		We request the client to kindly share the Project DPR, Procurement plan, Implementation plan and KMZ file of the alignment to help us during site visit and better understanding of the project.	Refer Clause A1 of ITT.								
9.0 Tynsa India Pvt. Ltd.														
108				Participation by Subsidiary Company / Parent Company with credential of other Company. Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).	We request you to reconsider the mandatory participation requirement of the Parent Company (26% equity in a Joint Venture). You may please amend this clause to permit firms which are wholly owned subsidiary of their parent company and to utilize the technical and financial credentials of its Parent Company, provided that the Parent Company is duly incorporated, registered, and legally operating in India. Kindly consider and confirm.	No change in Tender Conditions.								
109	NIT page 10	1.1.2	Key Details:	EMD , Earnest Money Deposit /(EMD)/Tender Security INR 75,56,000/- (Rupees seventy five lakhs fifty six thousands only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited	We hereby request you to kindly include a provision in the RFP granting exemption from the Earnest Money Deposit (EMD) for firms registered as MSE, MSME (Udyam), in line with other Government Organisations / PSUs, and allow EMD exemption for MSE, MSME consultants. Please confirm.	Refer Addendum-2.								
110				Minimum Eligibility Criteria: Work Experience: Similar work: "General/Project consultancy works pertaining to Elevated/ Underground in MRTS/ RRTS project involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision including inspection, safety and quality, testing and commissioning. The works shall include both Civil and system.	We request you to also kindly consider High-Speed Rail & Semi High-Speed Rail Projects along with MRTS/RRTS projects for evaluation purposes. kindly consider.	No change in Tender Conditions.								
111	IIT Page no 31	5 Marking and Scoring Table -1 sl no 2.3	Consultancy Organization and firms experience	5. Marking and Scoring System 2.2. GC/ PMC MRTS/RRTS projects completed in last 7 years / (fee more than 32 INR crores) will be escalated to the date 31.03.2025 (Numbers) Max Marks – 100 marks 2.3. Relevant elevated/underground MRTS/RRTS Projects (Cumulative Length) in last 7 years, Max Marks -50 marks Credential of tender as single entity, any substantial member of JV or substantial member of JV together will be considered for QCBS marking	May we request you to kindly allow the bidder to claim relevant project experience for parameters such as consultancy fees, project length (Elevated/ Underground), and similar eligibility criteria, even in cases where the bidder has executed the project as part of a Joint Venture. In such instances, 100% weightage of the experience may kindly be considered, provided that the other JV partner is neither participating independently nor claiming experience for the same project under this tender. Kindly consider.	No change in Tender Conditions.								
112	FOT Page 22 &24	APPENDIX 12	Financial DATA	Form of Tender – Appendix 12 Financial DATA Notes: Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following Conditions.s. 1. Separate Performa shall be used for each member in case of JV/Consortium. 2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company 3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall (along with UDIN number) be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted. 4. Historic financial statements must be complete, including all notes to the financial statements. FORM OF TENDER – APPENDIX 13 [As per Clause E4.2] FINANCIAL DATA – Consultancy Work All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.	We hereby request you to revise Note Sr. No. 2 and 3 of the bid documents and permit the bidders to include the turnover of the parent company for consideration. Please confirm.	No change in Tender Conditions.								
113	General			Bid Submission Due Date	The bid submission due date may please be extended by three to four weeks from the date of issue of prebid clarifications.	Refer Addendum-2.								
10.0 RITES Limited														
114	ITT Page 44	TABLE-3	Qualifications, experience and competence of the Key Staff	Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment.	As per the RFP, Key Experts with a minimum of 20 years' experience are permitted up to 70 years of age, whereas other Key Experts with 15 year or below experience are restricted to 50 years. This creates a disproportionate gap between experience and permissible age limits. We request the Client to rationalize the age criteria in alignment with experience and ensure a balanced approach. In this regard, it is proposed that: • Experts with 20 years' experience may be allowed up to 65 years of age. • Experts with 15 years' experience may be allowed up to 60 years of age. • Experts with below 15 years' experience may be allowed up to 50 years of age.	Refer Addendum-2.								
115	ITT Page 44	TABLE-3	Qualifications, experience and competence of the Key Staff	Relevant Experience for Civil and Systems positions would be experience in metro rail projects/MRTS/RRTS/Railway at same or one level below.	We understand that Expert with relevant experience in any rail-based passenger transit system including Suburban/LRT on same or one level below will also be considered for evaluation. Please confirm our understanding.	Refer Addendum-2.								
116	ITT Page 38	TABLE-3	Qualifications, experience and competence of the Key Staff	<table border="1"> <thead> <tr> <th>Position</th> <th>Minimum Education Qualification</th> <th>Total Experience after Minimum Qualification (years)</th> <th>Minimum Relevant Experience in Metro/ MRTS/RRTS/ Railway after Minimum Qualification (years)</th> </tr> </thead> <tbody> <tr> <td>Sr. Safety Expert</td> <td>PG /Certification in relevant professional field after graduation in Engineering</td> <td>15</td> <td>7</td> </tr> </tbody> </table>	Position	Minimum Education Qualification	Total Experience after Minimum Qualification (years)	Minimum Relevant Experience in Metro/ MRTS/RRTS/ Railway after Minimum Qualification (years)	Sr. Safety Expert	PG /Certification in relevant professional field after graduation in Engineering	15	7	The RFP requires a PG degree / certification in a relevant professional field after graduation in Engineering. In practice, such certifications are often obtained by professionals alongside their employment and in many cases, several years after graduation. In view of above, we request that Minimum Educational qualification may be considered as Graduation in Engineering & Experience may be recorded from the completion of Graduation. PG Certification may be a desirable qualification rather than an essential qualification.	No change in Tender Conditions.
Position	Minimum Education Qualification	Total Experience after Minimum Qualification (years)	Minimum Relevant Experience in Metro/ MRTS/RRTS/ Railway after Minimum Qualification (years)											
Sr. Safety Expert	PG /Certification in relevant professional field after graduation in Engineering	15	7											

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

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply						
117	ITT Page 44	TABLE-3	Qualifications, experience and competence of the Key Staff	As a Conditions. to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable. However, in case replacement of the key personnel happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.	Deduction of 5% remuneration on each replacement appears to be on higher side. We request to consider replacement of 5% Key Experts (initially proposed) without that deduction of remuneration, post that deduction a of 5% remuneration of that key Expert on replacement may be considered.	No change in Tender Conditions.						
118	Vol-3 Page 25	2.18	Inspection, Testing and Commissioning	During the maintenance period after the completion, the GC shall provide adequate and relevant staff to undertake necessary follow-up and monitoring and reporting to NMRC on completeness of all works, proper execution of works of all parties and any components of works to be checked up and maintained according to construction/supply contracts	We understand that man months and other components given in various Subheads of pricing document (Vol.04) is for 48 months (i.e. till Completion period), we understand that payment for key personnel deployed and other reimbursable components (i.e. vehicles, office maintenance, office supplies etc.) shall be made separately after the completion period or during the Defect Liability Period and are not part of financial proposal and deployment schedule will be mutually agreed at that stage. Kindly confirm our understanding.	No change in Tender Conditions.						
119	Vol-4 Page 7	Subhead E	Offices supplies utilities and communication	Subhead E - Offices supplies utilities and communication 3. Communication – (Total Quantity – 1188)	May clarify the components comes under "Communication" in Subhead E- Offices supplies utilities and communication.	Refer point 3 of Preamble.						
120	ITT Page 386	TABLE-3	Qualifications, experience and competence of the Key Staff	Dy. Project Director – (Total experience – 15) Other Chief Experts – (Total experience – 20)	As per the RFP, the minimum total experience required for the Deputy Project Director is 15 years, whereas the minimum experience required for other Chief-level positions is 20 years. This appears inconsistent considering the hierarchy and seniority of the positions. We request to kindly clarify whether the stipulated experience requirement for the Dy. Project Director is correct or if it is a typographical error.	Refer Addendum-2.						
121	Vol-4 Page 6	Subhead C	Vehicle of Pricing Document	<table border="1"> <thead> <tr> <th>Description</th> <th>Unit</th> <th>Total Quantity (vehicle Requirement)</th> </tr> </thead> <tbody> <tr> <td>Duty travel to Site</td> <td>Vehicles per month</td> <td>400</td> </tr> </tbody> </table>	Description	Unit	Total Quantity (vehicle Requirement)	Duty travel to Site	Vehicles per month	400	It is noted that the total quantity of vehicles provided in the pricing document is 400 for the entire project duration, which works out to approximately 8 vehicles per month (400/48). The stipulated quantity appears to be on the lower side considering number of Experts to be engaged, shift-wise operations, night duties and continuous site supervision requirements. In view of the above, we request to kindly review the vehicle provision.	No change in Tender Conditions.
Description	Unit	Total Quantity (vehicle Requirement)										
Duty travel to Site	Vehicles per month	400										
122	FOT Page 4	Form of Tender		We hereby offer for "Contract NGNEGC: General Consultant (GC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km)"	In the "Form of Tender"; mentioned Scope of work is different than the actual mentioned scope of work (General Consultant (GC) for Elevated Sections of Extension Projects of Aqua Line from Depot Station to Boraki (2.6 km) & Noida Sec-142 to Botanical Garden (12.513 km) including augmentation of existing depot and RSS works). It is requested to clarify.	Refer Addendum-2.						
123	Vol-3 Page 17 & 22	2.8 & 2.12	Supervision and Monitoring & Contract Administration	Clause No. 2.8 - Supervision and Monitoring (vi): GC will assist NMRC in Supervision of the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) Protection of the environment. Confirm that the accident prevention/Safety officers proposed by the Contractor is duly assigned at the project site. Ensure compliance through the Contractor to take appropriate remedies if any questions are raised regarding the safety measures. Clause No. 2.12 - Contract Administration (c): "GC will assist Client's to supervise all the works, check and verify all measurements and verify all bills in accordance with design intent, quality, drawings, specifications etc."	As per the "Subhead A: Staff" of "Volume -4: Pricing Document/BOQ"; only Chief Experts and Sr. Experts to be deployed. However, to comply the clause no. 2.8 (Supervision & Monitoring) & 2.12 (Contract Administration) effectively; it is requested to include the Site Engineers and Sections Engineers positions for each domain in the BOQ.	No change in tender conditions						
11.0 Nippon Koei India Pvt. Ltd.												
124	NIT Page 6,9,10 & 11	1.1.3.1 (II) (a) 1.1.3.1 (vii) (a) 1.1.3.1 (viii) (a)	QUALIFICATION CRITERIA	"In such JV/Consortium, Indian Contractor/Indian Subsidiary shall have minimum 74% participation, and non-Indian bidder shall have maximum 26% participation." "Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium." "Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member (s) in JV with minimum 26% participation each (as substantial member) for such member(s).	We request NMRC to consider the deletion/amending the requirement of minimum 74% participation by the Indian partner involving non-Indian bidder and maximum 26% participation by the foreign partner in JV/ Consortium arrangements. At one place, the foreign bidder can have maximum 26% and at one place, the Indian subsidiary can use the credentials of Parent Company and/or its Sister Subsidiary Company / Companies in case the same is in JV with minimum 26% participation. The prescribed requirement of minimum 74% participation by the Indian partner restricts flexibility in forming balanced multi-member JV/Consortium structures despite the tender permitting up to three JV members. Further, Clause 1.1.3.1(vii)(a) already mandates that the Indian Contractor/Indian Subsidiary shall be the Lead Partner with minimum 48% participation and relevant GC experience requirements for substantial partners. Hence, the additional 74:26 restriction may not be necessary. By permitting minimum 48% participation for the Lead Indian Partner involving a non Indian bidder, in line with the participation requirement applicable to Indian only Joint Ventures, it will enable accommodation of an additional third JV partner. Otherwise, under the present participation Conditions.s, the JV structure would be practically limited to only one Indian (74%) and one foreign partner (26%), restricting participation of an Indian specialist entity.	Refer Addendum-2.						

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

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
125	NIT Page 10	1.1.3.1 (viii) (a)	QUALIFICATION CRITERIA	"Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member (s) in JV with minimum 26% participation each (as substantial member) for such member(s).	We request the client to kindly permit usage of credentials of parent company / affiliate / sister subsidiary company by the applicant through an undertaking of technical and financial support from such affiliate entity and / or submission of a corporate guarantee or partial performance guarantee after award of contract, without mandatory requirement of minimum 26% participation in the JV / Consortium.	No change in Tender Conditions.
126	ITT Page 15	C18.1	Tender Security/ EMD	The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in any one of the following forms: (a) Demand Draft / Pay Order / Bank Draft/ NEFT/ RTGS in favour of Noida Metro Rail Corporation Ltd. payable at Noida, Greater Noida or New Delhi from a Scheduled Commercial bank based in India. Any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly. In case of JV/Consortium the bid security shall be in the name of JV/Consortium and not the individual member(s). However, there may be more than one BGs, but all must be in the name of the JV/Consortium.	In accordance with the provisions mentioned under ITT C18.1, we understand that the bidder may furnish the EMD by way of Bank Guarantee (BG) (be it one or more in case of JV/Consortium). However, the BG(s) to be in the name of JV/Consortium. It is requested to kindly allow submission of BG either in the name of the Lead Partner or in the individual names of JV Partners and also requested to kindly provide the format of BG for EMD as the same is missing in the RFP.	Refer Addendum-2.
127	ITT Page 4	A2	Source of Funds	The project is proposed to be funded by state Government of Uttar Pradesh and Government of India and through loans from NCRPB/External financial institution. In this context, the consultant should refer to related environmental, social and other guidelines, of such agencies while carrying out the assignment. Design and implementation plans should minimize environmental, social and other impact in a practical manner, keeping in view both construction stage and operational impacts.	Through this provision, we understand that the Consultancy Services under the project shall be completely funded by the SG and/or CG of India and not by the NCRPB/External Institutions. Please Confirm. In case our understanding is incorrect, requested to kindly provide the details of the External Institution from where the funds for consultancy services under the project will be arranged.	No change in Tender Conditions.
128	ITT Page 27 GCC Page 7 SCC 3	F5.1 3.13 4	Performance Security Performance Guarantee	F5.1: The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Liability Period according to clause 3.13 of GCC. The bank guarantee shall also have a claim period of not less than six (06) months from the date of expiry of PBG, during which NMRC shall be entitled to invoke the same GCC 3.13: The Performance Guarantee shall remain valid up to 06 months beyond the defect liability period which will be 24 months from the date as mentioned in the completion certificate OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public whichever is later. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended. NMRC reserves the right to forfeit the performance guarantee amount, in the event of termination of the Services in accordance with GCC Clause 19. SCC 4: On operation of corridor of the entire work, one half of Performance Security shall be refunded to the consultant, on issue of Taking over Certificate by the Employer. This shall not relieve the consultant from his obligations and liabilities, to make good the defects that may be detected during the Liability Period. The balance amount shall become due and shall be paid to the Contractor on signing of the Performance Certificate after the expiry of the final Liability Period.	Further regarding the Defect Liability Period (DLP) as mentioned under the GCC 3.13, we understand that the said DLP is applicable to the Contractor and not to the Consultant, as ensuring rectification of Contractor's defect falls under the scope of services of the consultant (as per TOR 2.20). Please Confirm. Based on our above understanding, we request the client to kindly reduce the validity period of the Performance Guarantee (PG) under GCC 3.13 up to the completion of consultancy services, i.e. up to 48 months and not beyond that. The client is hereby requested to kindly remove the provisions related to forfeiture of the PG amount in case of termination under GCC 19 as mentioned under GCC 3.13 as there are various grounds for termination under GCC 19, the cause of which are beyond the control of the consultant such as Force Majeure Event, termination on the client's discretion etc. Regarding SCC 4, it is requested to kindly revise the provisions related to release of Performance Security to the effect that the entire Performance Security be refunded to the consultant on completion of the consultancy services under the project and no retention of any part of the Performance Security be made once the consultancy services are completed as per the TOR under the RFP.	No change in Tender Conditions.
129	GCC Page no 9	8 (d)	Replacement or Removal in Personnel	If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to misconduct, fraud, non-performance then reduction in remuneration is applicable. However, in case replacement of the key personnel happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC	It is requested to kindly include 'Resignation by an expert' as a permissible ground for experts' replacement in addition to death and prolonged illness considering that the resignation by any expert could not always be avoided by the consultant. Further, through this GCC provision, we understand that the allowable maximum replacement of key/non-key experts in any one year under the contract would be up to 10% of the total such experts and beyond that, replacement penalty would be applicable @ 0.25% of the overall man months payable to the GC. Please confirm.	No change in Tender Conditions.
130	GCC Page 10	12	Duration of Liability	GCC 12: NMRC shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made before the expiry of the relevant period stated in Special Conditions.s of Contract, or such earlier date as may be prescribed by law. SCC 5: Duration of Liability shall be a period of 24 months reckoned from 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later.	We understand that there is a typo error under GCC 12 regarding the reference of NMRC, the intended reference as per our understanding is the 'Consultant'. Please confirm. Further, it is requested to kindly reduce the liability period of the consultant up to 6 months after completion of the consultant's assignments under the contract and accordingly revise the SCC 5.	No change in Tender Conditions.
131	SCC Page 4	7		Add the following at the end of GCC Sub Clause 16.1:	It is requested that the definition and exceptions of "Change in Scope" under SCC 7 be revised to clarify that any services or works not specified, or beyond the defined scope of work under the TOR, if required to be rendered by the Consultant, shall be undertaken only pursuant to a mutually agreed written amendment to the contract executed by the Client and the Consultant.	No change in Tender Conditions.
132	SCC Page 10	22		The Consultant fails to deliver the assigned work within the stipulated time, shows undue delay in progress, or if any deficiency in performance or quality of work is observed, the Engineer-in-Charge shall have the authority to impose Liquidated Damages (LD). The amount of LD shall not exceed ten percent (10%) of the total Contract Value. The decision of the Engineer-in-Charge in this regard shall be final and binding on the Consultant.	Through this SCC Clause we understand that for any delay or deficiency, the causes of which are not directly attributable to the consultant, the given LD Provisions will not be applicable on the Consultant. To maintain the impartiality and avoid any hardship on the Consultant, It is further requested to kindly specify the applicable rate (%) of LD for delay/deficiency of services clearly subject to 10% of the contract value, without assigning the authority to impose such LD on the Engineer-in-Charge on his/her discretion.	No change in Tender Conditions.
133	GCC Page no 12	19.2	Termination	Provisions related to termination by the Consultant not provided in the RFP	Requested to kindly provide the provisions applicable for termination of the contract by the Consultant	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
134	GCC Page no 135	23 (I)	Payment to the Consultant	No amount of interest will be payable by NMRC, in case of delay or any other account.	It is requested to kindly allow payment of delayed interest at a reasonable rate in case the client fails to make payments to the consultant within due date and accordingly provide the applicable provisions in this regard.	No change in Tender Conditions.
135	GCC Page no 135	24	Priority of Documents	If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows: (i) The Contract Agreement; (ii) The Letter of Acceptance; (iii) Pre & Post Bid Proceeds; (iv) Form of Tender; (v) Notice Inviting Tender; (vi) Instruction to Tenderers ; (vii) Scope of Work; (viii) The Special Conditions.s of Contract; (ix) The General Conditions.s of Contract; (x) The Payment Schedules; (xi) The GC's Proposal; and (xii) Any other document forming part of the Contract	It is requested to kindly renumber the priority of documents as set out under GCC 24 to the effect that the SCC and GCC would be placed on (iii) and (iv) respectively considering the same would have overriding effect over the pre & post bid process.	No change in Tender Conditions.
136	GCC Page no 6 & SCC page no 8	GCC 3.4 & 11 SCC 16	Liability of the Consultant Liability of GC to NMRC	GCC 3.4: Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the Applicable Laws. GCC 11: GC shall only be liable to pay compensation to NMRC arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount specified for PII. SCC 3.4: Please refer the RFP	To avoid any confusion or ambiguity regarding the limitation of the consultant's liability, It is requested to kindly remove the repetitive GCC Cl. 11 as there already exist the limitation of liability clause GCC 3.4 and SCC 16.	No change in Tender Conditions.
137	SCC Page no 7 & 9	SCC 13 & 17		SCC 13: The GC shall effect and maintain professional Indemnity Insurance (PII) with AOA (any one accident) limit in INR equal to contract value in respect to all works covered under scope of work to be carried out by, or on behalf of them with AOY (any one year) limit of two incidents in a year. PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to GC. The insurance which shall ensure the GC's liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until two years after commissioning of work. SCC 17: Please refer the RFP	Since SCC 13 and SCC 17 contradicts regarding the provisions for the PII, it is requested to kindly clarify the applicable provision in this regard and remove the other repetitive provision to avoid any confusion or ambiguity.	Refer Addendum-2.
12.0 KOREA RAILROAD TECHNICAL CORPORATION- KRTC						
138				NA	Please Share JV/Consortium MoU/Agreement Format, Power of Attorney Format	Refer Addendum-2.
139	ITT Page 15	C18.1	Tender Security/ EMD	C18. Tender Security/ Earnest Money Deposite (EMD)	We Understand that Bank Guarantee is generally acceptable form of EMD for such large value consultancy projects. Kindly confirm. Kindly allow submission of Bank Guarantee for EMD	Refer Addendum-2.
140	ITT Page 27	F5.1 (b)	Performance Security	In case of joint venture/consortium, the Performance Security submitted by lead member only will be accepted	We request to kindly allow PBG from Lead Member as well as in name of the JV/Consortium	No change in Tender Conditions.
141	ITT Page 44	Table-3	Qualifications, experience and competence of the Key Staff	Note-6-Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment	We request to Kindly amend as below Key Expert with a minimum required experience of 20 years shall not be more than 65 years of age at the time of deployment, and other Key Experts shall not be more than 60 years of age at the time of deployment	Refer Addendum-2.
142	NIT Page 3	1.1.1.1.	General	1.1.1.1. Extension of Aqua line from Noida Sector 51 to Char Murti Chowk (G.Noida Sector 4) - approx. 8.044 km elevated section with 5 metro stations corridors are in the process of sanction.	We understand that NMRC will compensate the appointed consultant for the said extension and additional man month applicable for this section, Kindly confirm	No change in Tender Conditions.
143	NIT Page 4			Earnest Money Deposit (EMD)/Tender Security- INR 75,56,000/- (Rupees seventy five lakhs fifty six thousands only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited	We request to kindly consider EMD 0.50% of the estimated contract value We request to kindly allow Bank Guarantee mode for EMD Submission	No change in Tender Conditions.
144	NIT Page 4			Last Date & Time of Submission of Bids	Citing various documents from our Korean Headquarters and apostille process,CV finalisation , we request to kindly allow extension of 20 working days for competent bid submission.	Refer Addendum-2.

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

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
145	NIT Page 6	1.1.3.1 (ii) (a)	QUALIFICATION CRITERIA	(ii) (a) A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor/ Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation	<p>The current RFP clauses directly/indirectly favours few bidders who are Indian incorporated or Foreign Companies who have Indian subsidiaries.</p> <p>We Korea Railroad Technical Corporation have been operating in India as Direct Foreign branch office registered under companies Act 2013 - MCA, having valid Indian PAN, GST, Bank Account and Complying the Indian Statutory requirements for Business Operations. We have a full fledged office set up in Delhi, NCR since 2019. We request to kindly allow foreign companies having above office setup to bid without compulsorily the necessity of Indian partner. We also request to kindly amend the maximum % participation limit and keep it open or Maximum to 75% in case we want to be lead partner based on our credentials and eligibility.</p> <p>Many Metro organisations have allowed direct participation of foreign companies - foreign company having established its permanent place of business in India and registered in India under Companies Act 2013 or 1956. Attached reference from recent Pune Metro Tender</p>	No change in Tender Conditions.
146	NIT Page 9	1.1.3.1 (Vii) (a)	QUALIFICATION CRITERIA	a. Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium	We request to kindly allow Foreign companies to be lead partner based on their credentials and contribution to the bid. This has been allowed in all other metro and RRTS projects.	Refer Addendum-2.
147	NIT Page 10	1.1.3.1 (Viii)	QUALIFICATION CRITERIA	(viii) Participation by Subsidiary Company / Parent Company with credential of other Company	We understand that Foreign Company having its Direct Foreign Branch Establishment in India can use its credentials directly as the question of Subsidiary or Parent does not arise for this type of establishment. Kindly confirm	No change in Tender Conditions.
148	Addendum page 31R	5	Marking and Scoring System	5. Marking and Scoring System- GC/ PMC MRTS/RRTS projects completed in last 7 years / (fee more than 32 INR crores) will be escalated to the date 31.03.2026 (Numbers) Max Marks – 100 marks	We request to kindly amend the Project Value to INR 15 Crores (75 Cr/5) Considering the Exchange Rate of KRW to INR. The consultancy value and currency vary as per different countries and demography. Kindly consider	Refer Addendum-2.
13.0 KOREA NATIONAL RAILWAY- KNR						
149	NIT Page 18	1.1.3.2.	Financial Standing	<p>T1–Liquidity: It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.</p> <p>This shall be seen from the balance sheets and. Net current assets (as per proforma given in Appendix-12 of ITT), should show that the applicant has access to or has available liquid assets, to meet cash flow of INR 2.7 Cr. for this contract, the aggregate of the Net current Assets will be considered for working out the Liquidity.</p> <p>In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.</p>	<p>We kindly request client to modify / insert an additional note under B. Financial Standing</p> <p>"Note: In case the bidder (participating as a single entity or as a member of JV/Consortium) which is a wholly owned entity (Corporation / Statutory Body / Authority) of the respective Government. The company may submit duly notarized and apostilled BANKING REFERENCE FOR LIQUIDITY BANK CERTIFICATE certifying that, it, shall be able to provide overdraft / credit facilities to the extent of INR _____ to M/s _____ to meet their working capital requirements for executing the above contract."</p>	No change in Tender Conditions.
150	NIT Page 18	1.1.3.2.	Financial Standing	<p>T3 - Net Worth: Net Worth of tenderer during last audited financial year ending on 31st March 2025 should be > INR 3.78 Cr.</p> <p>In Case of JV- Net worth will be based on the percentage participation of each Member.</p>	<p>We kindly request client to modify / insert an additional note under B. Financial Standing</p> <p>"Note: Not applicable (NA) for the bidder (participating as a single entity or as a member of JV/Consortium) which is a wholly owned entity (Corporation / Statutory Body / Authority) of the respective Government. The company shall submit its Ownership details which shall be substantiated by the bidder with supporting documents".</p>	No change in Tender Conditions.
151	FOT page 22	APPENDIX 12	Financial DATA	<p>Notes:</p> <p>3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall (along with UDIN number) be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.</p>	<p>Kindly consider to modify / insert a note considering the case where a bidder member is a foreign entity and their annual financial statements are audited abroad where UDIN is not applicable because UDIN is India specific system.</p> <p>In such case the financial data can be certified by a registered Independent Certified Public Accountant in that country duly Apostilled as per 1961 Hague Convention.</p>	No change in Tender Conditions.
152	FOT page 24	APPENDIX 13	FINANCIAL DATA – Consultancy	<p>NOTE:</p> <p>2. Attach attested copies of the Audited Financial Statements containing UDIN of the last five financial years as Annexure.</p>	<p>Kindly consider to modify / insert a note considering the case where a bidder member is a foreign entity and their annual financial statements are audited abroad where UDIN is not applicable because UDIN is India specific system.</p> <p>In such case the financial data can be certified by a registered Independent Certified Public Accountant in that country duly Apostilled as per 1961 Hague Convention.</p>	No change in Tender Conditions.
14.0 Kite Allied Service Pvt. Ltd.- KAS						
153	NIT Page no 9	1.1.3.1(vii)	QUALIFICATION CRITERIA	<p>Vii - LEAD PARTNER/ NON-SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM</p> <p>Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness shall not be considered for evaluation of JV/Consortium. In the tender for GC work, a Joint Venture / Consortium to qualify, each of its non substantial partner must have experience of executing at least one GC work (which may not be similar to that mentioned in clause 1.1.3.2.A of NIT) of minimum 20% of the approximate cost of the work mentioned in the clause 1.1.2 (key details) in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes b), c), d), & g) of Clause 1.1.3.2.A of NIT.</p>	We request the authority to kindly allow that the technical capacity and financial capacity of Non-Substantial Partners shall not be considered for evaluation of the JV/Consortium, in line with the provisions applicable to non-substantial partners having less than 26% participation in the JV/Consortium.	No change in Tender Conditions.
154				Date of proposal Submission	We request you to kindly extend the submission date at least by three weeks from the date of issue of minutes of pre bid meeting. Kindly consider	Refer Addendum-2.
15.0 DB Engineering & Consulting GmbH						

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Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
155	NIT Page no 4	1.1.2.	Key Details	Last Date & Time of Submission of Bids: 28.05.2026 at 17:00 Hrs.	We request client to consider granting an extension of Four (4) weeks from the date of issue of clarifications. Kindly consider.	Refer Addendum-2.
156	NIT Page no 6	1.1.3 (ii)(a)	QUALIFICATION CRITERIA	(ii) (a) A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor/ Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation.	We understand that Clause (ii)(a) presently permits participation of a non-Indian bidder only through a Joint Venture/Consortium arrangement with an Indian Contractor or its wholly owned Indian subsidiary registered under the Companies Act, 2013. In this regard, we are operating in India through our Permanent Establishment registered as a Branch Office in accordance with the provisions of the Companies Act, 2013 and approvals issued by the Government of India. We are currently involved in multiple Metro/ Rail/ HSR/ RRTS projects in India. Relevant documents are enclosed for your kind review and consideration. Considering our established presence and extensive experience in execution of major metro rail projects in India, we request the Employer to kindly amend the clause as follows: (ii) (a) A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor/ Indian Subsidiary (owned by foreign bidder)/ Indian branch (owned by foreign bidder and registered for more than 10 years) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation. Kindly consider.	Refer Addendum-2.
157	NIT Page no 7	1.1.3.(iv) (c)	QUALIFICATION CRITERIA	The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the ongoing GC/PMC works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed GC/PMC works awarded by any NMRC/ other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in Appendix-17A of the Form of Tender. The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender Conditions.s. In case of non-submission of either satisfactory performance certificate from client / employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix - 17A. In case of performance certificate issued by the client, same should not be older than three months (from the last day of the previous month of tender submission) for the ongoing works.	We understand that "any other Metro Organizations (100% Government owned)" refers to metro organizations within client's country. Kindly confirm our understanding. Furthermore, we kindly request the authority that validity requirement for performance certificates for ongoing works may please be revised from "three months" to "one year" from the last day of the previous month of tender submission, considering the practical difficulties and administrative time involved in obtaining fresh certificates from Government/ Metro Authorities. Kindly consider.	No change in Tender Conditions.
158	NIT Page no 8	1.1.3.1(iv) (d)	QUALIFICATION CRITERIA	Tenderer (including any member in case of JV/consortium) for the works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any GC/PMC works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Appendix-18 of Form of Tender.	We understand that "any other Metro Organizations (100% Government owned)" refers to metro organizations within client's country. Kindly confirm our understanding.	No change in Tender Conditions.
159	NIT Page no 8	1.1.3.1(iv) (f)	QUALIFICATION CRITERIA	The tenderer (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the tenderer's net worth(each individual member separately in case of JV/Consortium). The tenderer (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer(each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in Appendix-26 of Form of Tender. The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by the client/employer against the tenderer. The amount of disputes shall also comprise of all the claim amount and also all counter-claim amount in such arbitration/court cases.	We understand that this requirement is limited to projects being undertaken within client's country. Kindly confirm our understanding.	No change in Tender Conditions.

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Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
160	NIT Page no 15	1.1.3.2. (a)	Minimum Eligibility Criteria:	Mandatory Eligible Works	<p>We request the authority to allow substantially completed works having overall physical progress of more than 80% for evaluation towards meeting the eligibility requirement.</p> <p>This is a generally adopted practice in metro rail projects, as such projects adequately demonstrate execution capability, technical experience, and performance in complex live environments at an advanced stage of completion. Excluding such substantially completed works may restrict participation despite the bidder having already demonstrated relevant capability in executing similar scope and complexity. Including them would ensure broader assessment of eligible experience while maintaining the intent of the qualification criteria.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
161	NIT Page no 17	1.1.3.2.	Minimum Eligibility Criteria:	Notes: j. Work shall be considered as completed in case of completion of CMRS and operation of line.	<p>We request the authority to consider works as completed upon receipt of completion certificate from the Client, and also in cases where phase-wise commissioning has been achieved for sections of the line even if the full line is not yet commissioned.</p> <p>This is because large metro projects are often executed in phases, and sectional commissioning along with client certification appropriately reflects completion of substantial scope and functional delivery of the works.</p>	No change in Tender Conditions.
162	NIT Page no 20	1.1.3.3(b)	Bid Capacity Criteria	Notes: b) Value of existing commitments for on-going Consultancy work during period of 48 months w.e.f. first day of the month of tender submission has to be submitted by the tenderer in Appendix-14 of FOT. These data shall be certified by the Chartered Accountant with his stamp and signature in original along with UDIN number.	<p>We understand that the "ongoing Consultancy work" referred to in Notes (b) pertains only to consultancy assignments executed in the client's country, and that only such project data is required to be certified by the Chartered Accountant with stamp, signature in original, and UDIN number.</p> <p>Kindly confirm our understanding.</p>	No change in Tender Conditions.
163	ITT page 15	C18	Tender Security	Tender Security/ Earnest Money Deposit (EMD) C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in any one of the following forms: (a) Demand Draft / Pay Order / Bank Draft/ NEFT/ RTGS in favour of Noida Metro Rail Corporation Ltd. payable at Noida, Greater Nodia or New Delhi from a Scheduled Commercial bank based in India.	<p>We request the client to consider the provision that tender security can also be provided in the form of bank guarantee.</p> <p>Kindly consider.</p>	Refer Addendum-2.
164	ITT page 27	F5.1	Performance Security	Performance Security will be 5% of the Contract Price. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance/Award.	<p>The clause requires submission of Performance Security equivalent to 5% of the Contract Price within 30 days from the date of Letter of Acceptance.</p> <p>In this regard, we request the authority to kindly consider extending the timeline for submission of Performance Security to 60 days from the date of LOA, considering the time required for internal approvals and issuance of bank guarantees for large value international contracts.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
165	ITT page 36	TABLE-3	Qualifications, experience and competence of the Key Staff	Structure Expert: Minimum Educational Qualification: "Graduation in Civil engg. & M.E in Structural Engg."	<p>For the position of Structure Expert, the minimum educational qualification specified is "Graduation in Civil Engineering & M.E. in Structural Engineering."</p> <p>In this regard, we request the client to kindly consider relaxing the requirement of "M.E. in Structural Engineering" to "Post Graduation in Civil Engineering," as many experienced professionals involved in design and execution of major metro/rail infrastructure projects possess postgraduate qualifications in Civil Engineering with substantial structural engineering expertise and relevant project experience.</p> <p>This relaxation will enable wider availability of qualified and experienced experts without compromising the technical requirements of the assignment.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
166	ITT Page 44	TABLE-3	Qualifications, experience and competence of the Key Staff	Note-3 "Key personnel proposed by the bidder must qualify for all minimum requirements stipulated above for its category. In case any of the proposed key personnel by the bidder do not meet the minimum requirements stipulated above for its category, the overall score of such key personnel shall be evaluated as NIL."	<p>The clause states that in case any proposed key personnel do not meet the minimum requirements stipulated for their category, the overall score shall be evaluated as NIL.</p> <p>In this regard, we request the Employer to kindly consider that a duration of six (6) months or more shall be considered as one (1) full year and any duration of less than six (6) months shall not be counted. For example, 19 years and 6 months may be counted as 20 years while 19 years and 4 months shall be counted as 19 years.</p> <p>Kindly consider.</p>	No change in Tender Conditions.

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
167	ITT Page 44	TABLE-3	Qualifications, experience and competence of the Key Staff	Note-6 "Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment."	<p>The clause specifies an upper age limit of 50 years for Key Experts (other than those with 20 years minimum experience) at the time of deployment.</p> <p>In this regard, we request the Employer to kindly consider relaxing the age limit from 50 years to 60 years. Many highly experienced professionals in metro and large infrastructure projects possess critical domain expertise and remain actively engaged beyond 50 years of age.</p> <p>This relaxation will significantly improve availability of suitably qualified and experienced experts without affecting project quality.</p> <p>Kindly consider.</p>	Refer Addendum-2.
168	ITT Page 44	TABLE-3	Qualifications, experience and competence of the Key Staff	Note-8. In case of submission of false information, Noida Metro shall enforce all or any of the below three punitive action on its sole discretion. a. Confiscate the bid security amount b. Debar the Consultant for 10 years from participating in the bid of Noida Metro c. Blacklist the individual	<p>We understand that in case of submission of false information, NMRC may impose punitive actions including confiscation of bid security, debarment of the Consultant for 10 years, and blacklisting of the individual.</p> <p>In this regard, we wish to clarify that the Consultant undertakes full responsibility for due diligence, verification, and cross-checking of all submitted CVs and credentials of key personnel. However, despite reasonable verification measures, instances of incorrect or false information provided by individuals may still occur due to misrepresentation beyond the Consultant's control.</p> <p>Therefore, we request the client to kindly consider that in such cases, punitive action may be limited to blacklisting of the concerned individual (key personnel) only, and no debarment of the Consultant or forfeiture of bid security may be imposed, provided the Consultant has exercised reasonable due diligence and verification.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
169	ITT Page 44	TABLE-3	Qualifications, experience and competence of the Key Staff	Note 9. As a Conditions. to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable. However in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.	<p>Clause 9 stipulates a penalty of 0.25% of overall man-months payable in case replacement of Key Personnel exceeds 10% per year, in addition to Conditions.s related to remuneration reduction. In this regard, we request the Employer to kindly consider revising the clause as follows:</p> <p>However in case replacement of the key personnel's happens more than 20% every year, there will be penalty of 0.1% of overall man months payable to the GC for the replaced expert.</p> <p>Considering the long duration and dynamic nature of metro projects, a lower penalty threshold would provide reasonable flexibility for resource optimization while still ensuring deployment of competent personnel throughout the project.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
170	ITT Page 44	TABLE-3	Qualifications, experience and competence of the Key Staff	Note-9. As a Conditions. to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable. However in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.	<p>Considering that multiple Rail and Metro projects with similar requirements of experts are ongoing in India, retention of experts for longer duration is challenging. However, consultant would take reasonable measures to minimize staff replacement on the project. In view of this, we request to kindly consider capping the penalty in the clause as follows:</p> <p>9. As a Conditions. to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement up to a maximum of 5% of the overall remuneration payable to the GC. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable.</p>	No change in Tender Conditions.
171	ITT Page 44 & 45	TABLE-3	Qualifications, experience and competence of the Key Staff	Note-10 10. Bidders are required to submit detailed CVs of the proposed key personnel for each of the key positions as per the format given in Appendix-5. The copies of self-attested degree certificates must be enclosed with the CV to substantiate the fulfillment of minimum qualifications. The proposed key personnel are also required preferably to submit a service certificate issued by the Employer to substantiate the fulfillment of work experience. In case of any discrepancy found during the bid evaluation process, Noida Metro can verify the said declaration/part of the declaration from the owners of the project. Any such wrong declaration by the personnel found during verifications, Noida Metro has the right to reject such bids.	<p>We understand that submission of employer-issued service certificates for Key Personnel is required preferably along with the CV at the bid submission stage.</p> <p>In this regard, we request the client to kindly confirm that such certificates may be submitted at the time of deployment of the Key Personnel, where obtaining them at the bidding stage might not be feasible due to confidentiality, internal approval processes, or ongoing employment obligations, without affecting the evaluation of the bid.</p> <p>Kindly confirm.</p>	No change in Tender Conditions.

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
172	ITT Page 45	TABLE-3	Qualifications, experience and competence of the Key Staff	The degree qualification means a full-time degree from a recognized institute. The qualification other than degree shall be supported by the certified document for its equivalency to degree which shall be duly recognized by Govt. of India.	The clause specifies that degree qualification means a full-time degree from a recognized institute, and qualifications other than degree must be supported by certified documents establishing equivalency to a degree duly recognized by Government of India. In this regard, we request the Employer to kindly clarify whether AMIE (Associate Member of the Institution of Engineers) qualification will be considered equivalent to an engineering degree for the purpose of Key Expert eligibility, subject to recognition by the competent authority. Kindly confirm.	No change in Tender Conditions.
173	FOT Page 7	APPENDIX-1		VI Duration of Liability' for the whole of the Works Duration of Liability shall be a period of 24 months reckoned from 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later.	We request the authority to kindly confirm the expected manpower deployment requirements during the DLP period, including minimum staffing level and key personnel requirements.	The deployment of manpower shall be as per pricing schedule and any variation shall be dealt as per SCC clause 21.
174	FOT Page 24	APPENDIX 13	FINANCIAL DATA	NOTE Point no 5 - Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2021, 2022, 2023, 2024 and 2025	We note a discrepancy in the financial years specified under FORM OF TENDER – APPENDIX 13 [As per Clause E4.2]. The financial data table requires submission of the last five audited financial years as (2020–21, 2021–22, 2022–23, 2023–24, 2024–25). However, this appears not to be fully aligned with Note 5, which states that foreign applicants may submit financial data for the years 2021, 2022, 2023, 2024, and 2025. In view of the above, we request clarification that, for foreign applicants, the applicable financial years should correspond to the last five audited financial years, i.e., 2020–21, 2021–22, 2022–23, 2023–24, and 2024–25, to ensure consistency across the tender documents. Kindly consider.	No change in Tender Conditions.
175	FOT Page 29	APPENDIX 16	Affidavit for Unaudited Balance Sheet	(To be filled by the bidder* in case their Balance Sheet for F.Y. 2024-2025 has not been audited. If the Balance sheet for F.Y. 2024-2025 has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE") I,.....(Name and designation of Authorised signatory)of...(Name of Company/Firm/Proprietorship/Partnership) hereby confirm that the Balance sheet for financial year i.e. F.Y. 2024-2025 has actually not been audited/ or under finalisation so far.	We note that FORM OF TENDER APPENDIX-16 refers to FY 2024–25 as the latest financial year for submission of an affidavit in case the balance sheet is unaudited or under finalisation, indicating FY 2024–25 as the most recent financial year under the RFP. However, FORM OF TENDER APPENDIX-13 specifies that foreign applicants may submit financial data for the years 2021,2022, 2023, 2024, and 2025. The inclusion of the year 2025 is not aligned, as it may not represent a completed financial year. In view of the above, it is requested that the provision in Appendix 13 be suitably revised to align the financial years for foreign applicants with the last five years completed financial years. Kindly consider below as modify clause: (To be filled by the bidder* in case their Balance Sheet for F.Y. 2025-2026 has not been audited. If the Balance sheet for F.Y. 2025-2026 has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE").	No change in Tender Conditions.
176	FOT Page 33	APPENDIX 18	UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT	FORM OF TENDER - Appendix- 18 (Undertaking as per clause 1.1.3.1v (d) of NIT) (UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT) We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in the works awarded by NMRC/ any other Metro Organization (100% owned by Govt.)of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).	We understand that these requirements refer only to contracts in the client's country. Kindly confirm.	No change in Tender Conditions.
177	FOT Page 36	APPENDIX 21	FORMAT FOR CERTIFICATE TO BE SUBMITTED	Note 6. I/we understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected. 7. I/we also understand that if the contents of the affidavit submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.	Clauses 6 and 7 provide for forfeiture of Bid Security and banning business up to five years in case any affidavit contents are found to be false/forged/incorrect. In this regard, we request the client to kindly clarify that such actions shall be applicable only in cases of proven material misrepresentation or fraudulent intent established after due verification and opportunity of clarification to the bidder, and not for minor clerical errors, interpretation differences, or inadvertent omissions without any mala fide intent. Kindly confirm.	No change in Tender Conditions.

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
178	GCC Page-12	19.1	Abandonment, Suspension or Termination by Notice of NMRC	(i) NMRC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to GC who shall immediately make arrangements to stop the Services and minimize expenditure. NMRC may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultants of such notice of suspension. Such suspension may be revoked on proof of remedial action by the consultant to the satisfaction of the Employe	<p>We request that the suspension and termination provisions be made more balanced and procedurally structured. Specifically, we propose that NMRC shall first issue a written notice clearly specifying the nature of the alleged breach, followed by a reasonable cure period of up to 60 days depending on the severity and nature of the issue. Suspension of services and/or payments should only be effected if the Consultant fails to remedy the breach within the agreed cure period.</p> <p>Further, any termination of the Agreement should be subject to a minimum notice period of 90 days to allow for orderly demobilization and mitigation of costs and obligations by the Consultant.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
179	GCC Page-12	19.2	Termination	The Employer may, by not less than thirty (30) days' written notice of termination to the Consultant [except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days] such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause, terminate this Contract: a) if the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.	<p>We request that termination rights be exercised only in case of material and substantiated breach of obligations. The cure period for rectification should be flexible between up to 60 days depending on the nature and complexity of the issue. Further, determination of satisfactory rectification should not rest solely with the Employer but be subject to mutual agreement or independent review where required.</p> <p>Additionally, termination should be subject to a minimum notice period of 90 days to ensure orderly demobilization and continuity of services. Termination should not be effected while the cure process or any dispute resolution mechanism is actively ongoing.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
180			Abandonment, Suspension or Termination by Notice of NMRC		<p>We further request your kind consideration to include corresponding suspension and termination provisions in favour of the Consultant under Clause 19 of the GCC, in the interest of maintaining a balanced and equitable contractual framework, as follows:</p> <p>Suspension or Termination by the Consultant</p> <p>a) Suspension of Services by the Consultant</p> <p>The Consultant may, by written notice to the Client, suspend performance of any or all Services under the Contract in the event the Client is unable to fulfil any of its material obligations under the Contract, including payment obligations. Such notice shall:</p> <p>(i) clearly set out the nature and particulars of the default; and</p> <p>(ii) provide the Client with a reasonable cure period of up to sixty (60) days, depending on the nature and complexity of the issue, to remedy the same.</p> <p>It is respectfully proposed that suspension shall take effect only if the relevant default remains unremedied within the applicable cure period. Any such suspension may be revoked upon the Client taking remedial action reasonably satisfactory to the Consultant.</p> <p>b) Termination by the Consultant</p> <p>The Consultant may, upon providing not less than ninety (90) days' prior written notice to the Client, terminate the Contract in the following circumstances:</p> <p>(i) where the Services have remained suspended for a continuous period exceeding one hundred and sixty-eight (168) days; or</p> <p>(ii) where the Client commits a material breach of its obligations under the Contract and is unable to remedy such breach within the applicable cure period specified in the Consultant's notice.</p> <p>It is further requested that termination rights under this Clause be exercised only in cases of material and substantiated breach. Additionally, termination may kindly not be effected while any ongoing cure process, amicable settlement discussions, or dispute resolution proceedings under the Contract are actively underway in relation to the relevant matter.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
181						
182	GCC Page-20 & 23	35.9 35.12	Arbitration Jurisdiction of Courts		<p>Clause 35.12 GCC sets forth jurisdiction of courts, while Clause 35.9 sets forth arbitration. Please clarify how these provisions are correlated or delete Clause 35.12 GCC.</p>	No change in Tender Conditions.

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
183	SCC page no 3	SCC 6		Sub-Consultant or Subcontractor are not permitted to be engaged	<p>We respectfully request reconsideration of the provision stating that Sub-Consultants or Subcontractors are not permitted to be engaged under the Contract.</p> <p>In this regard, it is submitted that certain domain experts may prefer to be engaged on a freelance or individual consultancy basis, which may technically fall within the definition of sub-consultancy/subcontracting. Further, engagement of support personnel such as housekeeping staff, office assistants, personal assistants, etc., is often undertaken through specialised manpower agencies. Similarly, vehicles required for site supervision and field activities are typically procured through external transport vendors.</p> <p>In view of the above practical requirements and in line with prevailing industry practices in similar consultancy assignments, it is respectfully requested that subcontracting up to 25% of the Contract value may be permitted, subject to prior approval of the Employer, to enable efficient and flexible execution of the Services. Kindly consider.</p>	No change in Tender Conditions.
184	SCC page no 4	SCC 16		(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;	<p>Please delete item (i) of letter b) of Clause 3.4 in order for the bidders to have clarity regarding the boundaries of the liability and to enable them to prepare even more competitive bids:</p> <p>"(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;"</p>	No change in Tender Conditions.
185	SCC page no 4	SCC 16		a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer:	<p>following addition: "a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property and with respect to any and all other types of damages caused by the Consultants, shall not be liable to the Employer."</p> <p>Alternatively, please (i) delete the wording "with respect to damage caused by the Consultants to the Employer's property" from Clause 3.4 a) introductory part or (ii) clarify the meaning and coverage of "property" (as such type of wording in the liability clause is specific to works / build contracts – eg. Yellow FIDIC contract, which is a design and build contract -, and in contracts for purchase of goods and thus such should not be included in a services contract).</p> <p>In various tenders in India in the recent years the clause has been published without the wording "with respect to damage caused by the Consultants to the Employer's property", as follows: "d) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants shall not be liable to the Employer:"</p> <p>As the object of the contract is the provision of Services (and not works or goods), the limitation of liability should also cover the damages caused in carrying out the Services (and not to be limited only to damages to property).</p> <p>Kindly consider.</p>	No change in Tender Conditions.
186	SCC page no 5	SCC 22		The Consultant fails to deliver the assigned work within the stipulated time, shows undue delay in progress, or if any deficiency in performance or quality of work is observed, the Engineer-in-Charge shall have the authority to impose Liquidated Damages (LD). The amount of LD shall not exceed ten percent (10%) of the total Contract Value. The decision of the Engineer-in-Charge in this regard shall be final and binding on the Consultant.	<p>We request the authority to kindly consider revising the maximum cap on Liquidated Damages from 10% to 5% of the Contract Value.</p> <p>Considering the nature of consultancy assignments and the presence of multiple external dependencies, a 5% cap would be more aligned with industry practice while still ensuring adequate contractual safeguards for timely and quality delivery.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
187	SCC page no 3	SCC 06		<p>Add the following at the end of GCC Sub Clause 16.1:</p> <p>a) Employer will not entertain any cost implications and time impact claims under any circumstances arising out of below works which is not defined as "change in scope" in this Contract:</p> <p>i) Any change in the alignment, length of the corridor, track length or the number, area, design and location of stations.</p>	<p>i) We respectfully request clarification that the provisions under this SCC Clause are intended to apply only to modifications within the scope of the current Contract and should not be read in conjunction with any other provisions relating to sanction/addition of new lines, corridors, or separate projects beyond the present contractual scope.</p> <p>ii) Further, it is requested that any substantial rework within the current Contract, including considerable changes in alignment, significant increase in corridor/track length, or changes requiring deployment of additional GC personnel/resources to maintain the intended level of supervision and monitoring, may kindly be treated as a "change in scope" with corresponding consideration of cost and time implications.</p> <p>Kindly consider.</p>	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
188	Scope page no 28	2.19	Training of Personnel of NMRC	GC will plan and design the training modules for personnel of NMRC in operation, maintenance and repairs of various equipment and plants supplied by various suppliers, at OEM's premises. GC will also plan and design training modules for these personnel and METRO their trainers in operation, maintenance and repairs of the system as a whole and will provide training to them in these areas. The training will have to be arranged before commencement of the trials and will continue upto commissioning of the system.	<p>We understand that the GC shall plan and design training modules for NMRC personnel and their trainers in operation, maintenance and repairs of various equipment and systems, and conduct training at OEM premises prior to commencement of trials and up to commissioning of the system.</p> <p>In this regard, we request the authority to kindly confirm that all costs related to the training, including but not limited to travel, boarding and lodging, per diem allowances and any OEM training fees, shall be borne by the Employer.</p> <p>Kindly confirm.</p>	No change in Tender Conditions.
189	Pricing document. Page no 2	2.1	Preamble	2.1. In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved rolling deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 20% of the remuneration of the non-deployed expert for non- deployment period shall be made.	<p>We request client to consider reducing the recovery to 10% of the remuneration of the non-deployed expert for non- deployment period shall be made.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
190	Pricing document. Page no 6		Subhead C- Vehicle	Duty Travel to site, Total Quantity vehicle Requirement: 400 vehicle months	<p>In our experience of executing similar assignments the provide quantity of vehicle months is on the lower side and we request the authority to consider increasing the same to 700 vehicle months.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
191	Pricing document. Page no 7		Subhead E - Offices supplies	Communication, Total Quantity in months: 1188	<p>In our experience of executing similar assignments the communication provision is required to be extended to all GC staff and thus we request client to increase the quantity to match the total man-months provisioned under the subject contract.</p> <p>Kindly consider.</p>	No change in Tender Conditions.
192	General		General	General	<p>We respectfully highlight that the Contract presently specifies deployment of 40 experts; however, it does not clearly indicate the arrangement for additional supporting personnel required for site execution activities during construction supervision, particularly for monitoring of QHSE requirements and related functions.</p> <p>In this regard, we kindly request the Client to confirm whether such supporting and ancillary staff will be deployed by the Client, along with details of their roles and numbers, so that the adequacy of the Client's manpower can be properly assessed.</p> <p>Alternatively, if such resources are not to be provided by the Client, it is requested to clarify whether the GC should consider and include the deployment of additional technical support staff as part of its scope, as may be required for effective execution of the Services.</p> <p>Kindly consider.</p>	The deployment of GC staff should be as per Pricing Document and Scope of work.
16.0 Orion Infra Consulting Pvt. Ltd.						
193	NIT Page no. 16 ITT Page no. 31 NIT Page no. 9	Clause 1.1.3.2 Clause 5	Minimum Eligibility Criteria Marking and Scoring System: Lead Partner/ Non-Substantial Partners/ Change in JV/Consortium	<p>VOLUME-1 Notice Inviting Tender (NIT), Page no. 16 Clause 1.1.3.2, Minimum Eligibility Criteria: Notes: a. Work experience of only substantial partner (partner with share of 26% or more in the JV/Consortium) shall be considered for evaluating of JV/Consortium. And, VOLUME-1 Instructions to Tenderer (ITT), Page no. 31; Clause 5. Marking and Scoring System: Credential of tender as single entity, any substantial member of JV or substantial member of JV together will be considered for QCBS marking And, VOLUME-1 Notice Inviting Tender (NIT), Page no. 9 (vii) Lead Partner/ Non-Substantial Partners/ Change in JV/Consortium Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness shall not be considered for evaluation of JV/Consortium. In the tender for GC work, a Joint Venture / Consortium to qualify, each of its non-substantial partner must have experience of executing at least one GC work (which may not be similar to that mentioned in clause 1.1.3.2.A of NIT) of minimum 20% of the approximate cost of the work mentioned in the clause 1.1.2 (key details) in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes b), c), d), & g) of Clause 1.1.3.2.A of NIT.</p>	<p>There appears to be an ambiguity regarding the eligibility and evaluation criteria applicable to non-substantial partners in a JV/Consortium. As per Clause 1.1.3.2 Note (a), it is clearly stated that the work experience of only substantial partner(s) (having 26% or more share in the JV/Consortium) shall be considered for evaluation of the JV/Consortium, which is further reinforced by the ITT provision that only the credentials of the tenderer as a single entity or substantial member(s) of the JV/Consortium shall be considered for QCBS marking and technical/financial evaluation. However, NIT Clause (vii) simultaneously stipulates that each non-substantial partner must possess prior experience of executing at least one GC work of specified value, which appears to impose additional eligibility Conditions.s on non-substantial partners. In view of the above, it is understood that non-substantial partners are intended to participate in the JV/Consortium without being subjected to technical and financial evaluation criteria, and their credentials are not to be considered for minimum eligibility & QCBS evaluation.</p> <p>It is further submitted that, as per prevailing practice adopted by various State Metro Organizations and other Government agencies, non-substantial partners are generally permitted in JV/Consortium arrangements without imposing mandatory prior work experience requirements. In view of the spirit of "Atmanirbhar Bharat" and the "Make in India" initiative, along with the Government's thrust towards capacity building and skill enhancement of domestic industry, metro and similar infrastructure projects are increasingly aimed at encouraging wider participation and development of domestic capabilities. Please confirm.</p>	No change in Tender Conditions.
17.0 Barsyl						
194	NIT Page no 4	1.1.2	Key Ddetails	EMD of INR 75,56,000 is stated as payable through RTGS/NEFT only to NMRC.	We request that the EMD be accepted in the form of a Bank Guarantee, in line with the standard procedures followed in other metro projects.	Refer Addendum-2.
195	NIT Page 5R	1.1.3.1	QUALIFICATION CRITERIA:	The performance of each JV/Consortium partner will be judged quarterly. In case of unsatisfactory performance, the employer may take action including part termination and forfeiture of Performance Security submitted by the defaulting member for its portion of work.	Kindly clarify the mechanism for submission of Performance Security in case of JV/Consortium: whether a single Performance Security from the JV/lead partner is acceptable or separate member-wise securities are required according to each member's scope/share.	Refer Addendum-2.
196	ITT page no 31R	Table1	Consultancy Organization and Firm's Experience	Marks are assigned for length of one large GC/PMC elevated/underground MRTS/RRTS project completed in the past 7 years under a single contract, with proof by client certificate along with CMRS completion or date of operation of line.	Kindly clarify whether a project/corridor that has been partially commissioned or opened for revenue operation in sections will be considered, and whether the length will be counted based on the commissioned portion or the total contract length.	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
197	ITT page no 31R	Table1	Consultancy Organization and Firm's Experience	Relevant elevated/underground MRTS/RRTS projects are to be scored based on cumulative length thresholds of 50 km, 40 km and 30 km, supported by client certificate.	We understand that both elevated and underground MRTS/RRTS sections from a single project experience can be considered together for this scoring criterion.	No change in Tender Conditions.
198	Scope page no 35R SCC page 5	Clause 7(a) SCC 8	Addendum-1	NMRC will provide rent-free air-Conditions.ed office space of approximately 360 sq. m. SCC also states that the Consultant shall open its office within 45 days from commencement/effective date at Noida/Greater Noida.	Kindly confirm when the NMRC-provided office space will be handed over, what facilities will be included, and whether electricity, water, internet, IT equipment and maintenance costs will be reimbursed under the reimbursable schedules.	No change in Tender Conditions.
199	General			Mobilization advance	We request that mobilization advance of at least 5% should be considered for smooth onboarding and running of the project.	No change in Tender Conditions.
200	NIT page no 4	1.1.2	Key Ddetails	28.05.2026 at 17:00 Hrs.	Kindly consider an extension of 3 weeks from the date of issuing of replies to pre bid queries as we would need adequate amount of time comply with queries and prepare the bid for such prestigious project.	Refer Addendum-2.
18 Ayesa						
201	ITT Page 36	TABLE-3:	Qualifications, experience and competence of the Key Staff	Distribution of Marks for acquiring Minimum Post- Qualification Relevant experience after Minimum Qualification (Maximum Marks = 300)	We understand that the relevant experience to be considered under this clause shall be counted after obtaining the minimum educational qualification prescribed for the position. Kindly confirm.	No change in Tender Conditions.
202	ITT Page 36	TABLE-3:	Qualifications, experience and competence of the Key Staff	Distribution of Marks for acquiring Minimum Post- Qualification Relevant experience after Minimum Qualification (Maximum Marks = 300), Sr. No. 1, 2, 3, 6, 10, 12, 14, 15, 17, 19, 22, 28, 30, 35	With reference to Volume-1, ITT, Table-3, Page No. 36 — "Distribution of Marks for acquiring Minimum Post-Qualification Relevant Experience after Minimum Qualification (Maximum Marks = 300)" for Sr. No. 1, 2, 3, 6, 10, 12, 14, 15, 17, 19, 22, 28, 30, and 35, we request the Client to consider granting full marks upon submission of an additional 2 years of experience over and above the minimum relevant experience criteria. This relaxation will appropriately justify and sufficiently demonstrate the experts' capability and practical exposure in the relevant field.	No change in Tender Conditions.
203	ITT Page 42	TABLE-3:	Qualifications, experience and competence of the Key Staff	Sr. No. 35, Chief contract expert, Graduation in Engg with PG/ MBA in relative field	We request the Client to kindly elaborate and specify the acceptable specialization(s) under the PG/MBA in relevant field requirement for better clarity and compliance during bid submission.	Acceptable Specializations shall be Project Management, Contract Management and Construction Management.
204	ITT Page 36	TABLE-3:	Qualifications, experience and competence of the Key Staff	Sr. No. 3, Structure Expert, Graduation in Civilengg. & M.E in Structural Engg.	We understand that the experience of the Structure Expert acquired after Graduation in Civil Engineering shall be considered eligible, and that the M.E./M.Tech. in Structural Engineering may have been obtained at any stage during the expert's career.	No change in Tender Conditions.
205	ITT Page 44	TABLE-3:	Qualifications, experience and competence of the Key Staff	Note: 4 Relevant Experience for Civil and Systems positions would be experience in metro rail projects/MRTS/RRTS/Railway at same or one level below	We request the Client to kindly reconsider and delete the above clause, as the minimum relevant experience requirements prescribed for the positions are already substantially high. In practical scenarios, it may not be feasible for experts to have worked continuously at the same level or one level below for such long durations. OR We suggest, to kindly amend the clause such that the requirement of experience at the same level or one level below may be limited to a minimum of 2 years for Civil and Systems positions in Metro Rail projects/MRTS/RRTS/Railway.	Refer Addendum-2.
206	ITT Page 44	TABLE-3:	Qualifications, experience and competence of the Key Staff	Note: 6. Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment	We request the Client to kindly consider allowing experts having a minimum required experience of 15 years to be eligible up to 65 years of age at the time of deployment. This relaxation will enable consultants to provide a wider and more competent pool of experienced experts for the K2 category while maintaining the required quality and expertise for the assignment.	Refer Addendum-2.
207	ITT Page 44	TABLE-3:	Qualifications, experience and competence of the Key Staff	Note: 9 As a Conditions to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable . However in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.	We request the client kindly delete this clause.	No change in Tender Conditions.
208	ITT Page 44	TABLE-3:	Qualifications, experience and competence of the Key Staff	Note: 10. Bidders are required to submit detailed CVs of the proposed key personnel for each of the key positions as per the format given in Appendix-5. The copies of self-attested degree certificates must be enclosed with the CV to substantiate the fulfillment of minimum qualifications. The proposed key personnel are also required preferably to submit a service certificate issued by the Employer to substantiate the fulfillment of work experience. In case of any discrepancy found during the bid evaluation process, Noida Metro can verify the said declaration/part of the declaration from the owners of the project. Any such wrong declaration by the personnel found during verifications, Noida Metro has the right to reject such bids.	We would like to submit that in certain cases, experts may not be able to produce service certificates issued by the Employer due to administrative or organizational constraints. In such cases, we request the Client to kindly consider accepting a self-declaration/undertaking from the concerned expert, duly supported by the CV and other available documentary evidence, for substantiation of the claimed work experience.	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
209	ITT Page 45	TABLE-3:	Qualifications, experience and competence of the Key Staff	Note: 13. The degree qualification means a full-time degree from a recognized institute. The qualification other than degree shall be supported by the certified document for its equivalency to degree which shall be duly recognized by Govt. of India.	We understand that a Graduate Degree obtained through AMIE – The Institution of Engineers (India), being recognized by the Government of India as equivalent to an Engineering Degree, shall be considered as a full-time degree qualification for the purpose of this tender. Kindly confirm	No change in Tender Conditions.
210	FOT Page No. 16	APPENDIX 6	DETAILS OF KEY PERSONNEL TO BE DEPLOYED	Note: 5. B.E. qualification means Bachelor of Engineering or Bachelor of Technology or Bachelor of Science (Engineering) or any other equivalent name of at least 4 years professional course after 10+2 or 12 years of formal course of Education and M.E./MTech in Structural Engineering means 2 years post-graduate degree in Structural Engineering after successful completion of Bachelor of Engineering (Civil). Detail of qualification mentioned in IIT Table 3.	We understand that a 3-year full-time Engineering Degree obtained after completion of a full-time Technical Diploma (through lateral entry mode) shall also be considered equivalent and acceptable against the prescribed qualification criteria mentioned in ITT Table-3. Kindly confirm.	No change in Tender Conditions.
211	GCC Page no 14	23	Payment to the Consultant	NMRC shall pay the Price to the GC for actual engagement of expert on monthly basis for the performance of services as described in Volume 4 (Financial Packages) of tender documents, Unless the SCC provides for the price adjustment of the remuneration rates, the remuneration shall be fixed for the duration of the Contract. In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved rolling deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 20% of the remuneration of the non-deployed expert for non- deployment period shall be made	As per the clause, a recovery equivalent to 20% of the remuneration of the non-deployed expert for the period of non-deployment shall be made in case of non-deployment attributable to the Consultant. In this regard, we request the Client to kindly consider reducing the recovery percentage from 20% to 10%, as the proposed recovery is on the higher side considering practical deployment challenges in long-duration infrastructure projects. Further, the Consultant shall submit the rolling deployment schedule 3 months in advance for approval of NMRC to ensure proper planning and deployment coordination.	No change in Tender Conditions.
212	GCC Page no 14	23	Payment to the Consultant	No payment shall be made in advance	We request the Client to kindly consider provision of an interest-free mobilization advance of 10% of the contract value. This will help maintain healthy cash flow and facilitate smooth mobilization and effective execution of the project from the initial stages.	No change in Tender Conditions.
213	NIT page no 16	1.1.3.2	Minimum Eligibility Criteria:	Note e Exchange Rates RFP Page No. 16, NIT - 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 30 days before the submission date of tender and source of currency consideration may be mentioned. FORM OF TENDER – APPENDIX 13, FOT Page 24, Note 7 The above financial data will be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.	Since the exchange rates for INR conversion referred to in the RFP at various places are contradictory, we request the Client to kindly confirm a single standard reference date and exchange rate methodology to be uniformly considered for evaluation of work experience and financial data of the Consultant. Further, we request the Client to consider fixing a specific cut-off date for exchange rate applicability prior to bid submission. This will avoid repeated revision and resubmission of supporting financial documents in the event of extension of the bid submission deadline, which is common in such tenders. Please consider.	Refer Addendum-2.
214	FOT page no 22	APPENDIX 12	Annual turnover	FORM OF TENDER – APPENDIX 12, FOT, Page 22 Annual turnover (from General consultancy/project management work for Metro/RRTS/Railway)	It is difficult to segregate annual turnover specifically attributable to General Consultancy (GC) / Project Management Consultancy (PMC) work for Metro/RRTS/Railway projects from the overall consultancy turnover reflected in audited financial statements. In view of the above, we request the Client to kindly allow consideration of Annual Turnover from Consultancy Services as a whole for the purpose of evaluation of financial capacity criteria.	No change in Tender Conditions.
215				JV Agreement / MOU	The format for Joint Venture (JV) Agreement / Memorandum of Understanding (MOU) has not been provided in the RFP document. We request the Client to kindly provide the prescribed format/template for JV Agreement / MOU to be submitted along with the bid.	Refer Addendum-2.
216	NIT page no 4	1.1.2	Key Ddetails	Earnest Money Deposit (EMD)/Tender Security INR 75,56,000/- (Rupees seventy five lakhs fifty six thousands only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited	We request the Client to kindly consider accepting Earnest Money Deposit in the form of Bank Guarantee (BG) in addition to RTGS/NEFT payment, as this is a standard and widely accepted practice in similar consultancy tenders. Further, in case submission through Bank Guarantee is permitted, we request the Client to kindly provide the prescribed BG format for compliance by the bidders.	Refer Addendum-2.

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

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REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
217					With reference to the proposed list of experts, it is observed that no Technical Support Staff under K3 and K4 categories has been included. Considering the scope of work involves supervision of all civil and system works, the presently proposed manpower appears insufficient for effective project execution and quality monitoring. We request the Client to include Technical Support Staff (K3 & K4) as part of the expert requirement to ensure proper site coordination, monitoring, and overall project efficiency. Further, in metro/RRTS/railway projects, the usual ratio of key experts to support personnel ranges from 1:2 to 1:4. However, out of the total 1,284 man-months proposed, only 288 man-months pertain to personnel with 10 years or less experience, which is inadequate for effective project supervision and execution. Accordingly, we request reconsideration and inclusion of adequate K3 & K4 technical support staff.	No change in Tender Conditions. The deployment of GC staff should be as per Pricing Document and Scope of work.
19.0 Hill International						
218	NIT page no 4	1.1.2	Key Ddetails	INR 75,56,000/- (Rupees seventyfive lakhs fifty-six thousand only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited	We request the client to accept Bank Guarantee also as the EMD. In the same context, kindly provide the format for the BG.	Refer Addendum-2.
219	NIT page no 4	1.1.2	Key Ddetails	28.05.2026 at 17:00 Hrs	We request the client to give at least 3 weeks after issuing the prebid replies in order to prepare a comprehensive and competitive bid.	Refer Addendum-2.
220	NIT Page no 10	1.1.3.1(viii) (a)	QUALIFICATION CRITERIA	a. Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).	It is requested to permit an Indian subsidiary to utilize the credentials of its parent company, even when the parent company is not a member of the Joint Venture (JV). In several recently issued tenders for Metro General Consultancy (GC) projects, respective clients have allowed Indian entities to rely on the credentials of their parent companies. This is typically supported by an undertaking from the parent company confirming that it will provide the necessary financial and technical backing for the satisfactory execution of the consultancy services, and that it will assume full responsibility for the services delivered by its Indian subsidiary.	No change in Tender conditions.
221	NIT Page no 15	1.1.3.2.	Minimum Eligibility Criteria:	Tenderer's (either a single entity/ JV/ Consortium) will be qualified only if they have successfully completed similar work(s), during last seven (07) years ending last day of the month previous to the month of tender submission.	We request the client to also accept substantially completed projects. Substantially completed projects can be defined as projects where more than 80% of the fee is received by the applicant.	No change in Tender conditions.
222	NIT Page no 15	1.1.3.2.	Minimum Eligibility Criteria:	Tenderer's (either a single entity/ JV/ Consortium) will be qualified only if they have successfully completed similar work(s), during last seven (07) years ending last day of the month previous to the month of tender submission.	We request the client to accept projects executed by the applicant in last 10 years.	No change in Tender conditions.
223	ITT Page 37	TABLE-3:	Qualifications, experience and competence of the Key Staff	Chief Track Expert - Graduation in Civil Eng.	We request the client to also accept Graduation in Mechanical.	No change in Tender conditions.
224	ITT Page 39	TABLE-3:	Qualifications, experience and competence of the Key Staff	Chief Traction distribution, SCADA and MINIC Panel Integration Expert - Graduation in Electrical	We request the client to also accept Graduation in Electronics & Communication/ Mechanical or related branch.	No change in Tender conditions.
225	ITT Page 44	TABLE-3:	Qualifications, experience and competence of the Key Staff	Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment.	We request the client to amend the clause as follows: Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 60 years of age at the time of deployment.	Refer Addendum-2.
20.0 Aecom India						
226	FOT page no 4	Point 1	FORM OF TENDER	1. Having inspected the Site, examined the GeneralConditions.s of Contract, Special Conditions.s ofContract, Scope of Work, Standard Documents,Reference Drawings and Instruction to Tenderersincluding Bill of Quantities, and addenda thereto (if any) issued by the NMRC for the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 1, 2, 3,3A 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 15A, 16, 17, 17A, 18, 19, 20, 21, 22, 23, 24, 25 & 26 hereto, we hereby offer for "Contract NGNEGC: General Consultant (GC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km)" and remedying any defects therein, in conformity with the above documents within the completion period of 48 months (from the date of commencement of operations) for the sum stated in the Financial Package (Volume 4 of Tender Documents) as completed by us and appended hereto	We suggest that remedying any defects therein should be deleted as GC is not liable for the same.	no change in tender conditions
227	FOT page no 5	Point 9	FORM OF TENDER	9. We understand and agree that liquidated damages will be levied upon us as per rate/amount decided by you for damages likely to be suffered by you in the event of the work not being completed in time.	We understand that LD should be limited to GC scope of work only.	No change in Tender conditions.
228	FOT page no 18	Appendix 8	UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE	It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.	Please explain meaning of the associate . whether it will be same as defined in the companies act, 1956	No change in Tender conditions.
229	FOT page no 19	Appendix 9	UNDERTAKING FOR BLACKLISTING / DEREGISTRATION	We do hereby undertake that none of the Central / State government department / public sector undertaking / other government entities or local body has banned business with us as on the date of tender submission. Also, none of the work has been rescinded / terminated by NMRC after award of contract to us during last 10 years due to our nonperformance.	10 years is too long time period . Please reduce the same time to 3 years only	No change in Tender conditions.
230	FOT page no 20	Appendix 10	COPYRIGHT UNDERTAKING	We, (name of tenderer) hereby undertake that the tender drawings, both in hard copy and digitized format, and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works	As GC is not responsible for design, we suggest that design obligations should be deleted	No change in Tender conditions.
231	ITT page no 4	A2	Source of Funds	A2. Source of Funds The project is proposed to be funded by state Government of Uttar Pradesh and Government of India and through loans from NCRPB/External financial institution. In this context, the consultant should refer to related environmental, social and other guidelines, of such agencies while carrying out the assignment. Design and implementation plans should minimize environmental, social and other impact in a practical manner, keeping in view both construction stage and operational impacts.	As confirmed during pre-bid meeting, we understand that the funding will be domestic only and no IFI funding is allowed, please confirm. Please clarify the name of NCRPB or External financial institution, who is funding this project.	No change in Tender conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
232	ITT page no 44	Table no 3	Qualifications, experience and competence of the Key Staff	Note-9 As a Conditions. to such substitution/replacement, If the key personnel are required to be replaced on the instructions of the Employer, or on its own by the consultant at the time of initial deployment or the key personnel are replaced by the consultant after initial deployment (including the key personnel for whom CV were not required to be submitted along with the proposal), for the reasons other than death, prolonged illness requiring change of physical location which shall be duly certified by a medical practitioner registered with Government Authority, remuneration to the key personnel will be reduced by 5% for each replacement. This reduction shall not be applicable if the replacement is asked by NMRC but if replacement is required due to personnel misconduct, fraud, non-performance then reduction in remuneration is applicable. However, in case replacement of the key personnel's happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC.	We request client to kindly restrict the LD clause on the replacement to positions only, and the replacement of the key personnel's happens more than 10% every year, than there should be penalty of 0.05% on particular positions only not on whole man month rate.	No change in Tender conditions.
233	GCC page no 6	3.5	Insurance to be taken out by the Consultant	The Consultants shall take out and maintain, and shall cause the sub-consultants to take out and maintain, at their (or the sub-consultants' , as the case may be) own cost but on terms and Conditions.s approved by the Employer, insurance against the risks ,and for the coverage's, as shall be specified in the Special Conditions.s (SCC), and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums there for have been paid	We suggest that approval of the T&C should be deleted	No change in Tender conditions.
234	GCC page no 6	3.6	Accounting, Inspection and Auditing	The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Service hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and bases there of (including such bases as may be specifically referred to in the SCC, and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof. The Consultants shall also have their accounts relating this project audited once in a year and furnish a copy of this audited accounts to the Employer within three months from the close of each financial year	Please change 3 months into 6 months	No change in Tender conditions.
235	GCC page no 6	3.10.	Serious Hindrances	The consultants shall report to the employer and Bank promptly the occurrence of any event or Conditions. which might delay or prevent completion of any significant part of the project in accordance with the schedules and to indicate what steps shall be taken to meet the situation. Where the employer receives such a report from the consultants, the employer shall immediately forward a copy to Bank, together with its comments on the report and an outline of the steps the report proposes shall be taken	Please share details relating to Bank in case it is	Refer Addendum-2.
236	GCC page no 11	12	Duration of Liability	NMRC shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made before the expiry of the relevant period stated in Special Conditions.s of Contract, or such earlier date as may be prescribed by law, whichever is lessor.	Please add the para as highlighted in yellow	No change in Tender conditions.
237	GCC page no 11	16	Modifications	Modification of the terms and Conditions.s of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and may require the consent of Bank external financial institution/Government stakeholder, if applicable. However, any change which does not constitute an important modification of the contract and which does not affect the contract price approved by external financial institution/Government stakeholder, if applicable, shall not require a new consent of external financial institution/Government stakeholder for effectuation., however, each Party shall give due consideration to any proposal for modification made by the other Party	Since project is not funded by any IFI bank, please delete requirement of taking consent from bank	Refer Addendum-2.
238	GCC page no 12	17	Delays and Liquidated Damages	17.1. Time is the essence of the Contract. It shall be the bounden duty of the GC to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays without valid reason the GC shall be liable to pay liquidated damages as given in SCC. 17.2. Liquidated damages shall be imposed as described in Special Conditions.s of Contract	We understand that the clause is not applicable for infrastructure project, kindly confirm.	No change in Tender conditions.
239 240	GCC page no 25	37	Consultant's Warranty	(i) The Consultant shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Consultant's proposal.	This is not applicable to GC and we suggest deletion of the same.	No change in Tender conditions.
241	IIT Page no 31	5 Marking and Scoring Table -1 sl no 2.1	Consultancy Organization and firms experience	GC/ PMC MRTS/RRTS projects completed in last 7 years / (fee more than 32 INR crores) will be escalated to the date 31.06.2026 (Numbers) Max Marks – 100 marks a. 5 & above (100%) b.4-3 (75%) c.1-2 (50%)	a. 4 or above 100 %marks, b. 3 Projects 75% Marks c. 2 Projects 50% d. 1 Project 25% We request client to kindly consider projects partly commissioned or substantially completed with fee receipt of 80% of contract value, which can be substantiate by client certificate and auditor certificate for receipt of fee.	Refer Addendum-2.
242	GCC page no 7	3.13	Performance Guarantee	As stated in the 'Instruction to Tenderers' the GC shall provide NMRC with a Performance Guarantee in the form of a Bank Guarantee provided by Delhi/NCR branch of Scheduled Commercial Bank based in India that is acceptable to NMRC. The Performance Guarantee shall remain valid up to 06 months beyond the defect liability period which will be 24 months from the date as mentioned in the completion certificate OR 'the date on which all the stations /structures /buildings on the section/corridor are put to use for fare paying public whichever is later. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended. NMRC reserves the right to forfeit the performance guarantee amount, in the event of termination of the Services in accordance with GCC Clause 19.	PG should be valid till end of contract period and should not include 6 months beyond DLP period We understand that 50% will be released on the date of completion/completion certificate or corridor are put in use for fare paying public and balance 50% shall be valid till end of DLP, considering the contract is for the PMC/GC.	No change in Tender conditions.
243	GCC page no 12	17.1 & 17.2	Delays and Liquidated Damages	17.1. Time is the essence of the Contract. It shall be the bounden duty of the GC to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays without valid reason the GC shall be liable to pay liquidated damages as given in SCC. 17.2. Liquidated damages shall be imposed as described in Special Conditions.s of Contract.	We understand that time is the concern of the contract and shall be abide by the parties. We understand that in case of the delays solely attributable to GC, the employer shall have the sole and exclusive remedy as to deduct liquidated damages for delay as per law.	No change in Tender conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
244	SCC Page no 8	3.13	SCC 15	In case the Contract value exceeds beyond 25% of the Original Contract Value, the Contractor shall have to submit additional Performance Security as follows: (a) If variation amount on plus side exceeds 25% of the Original Contract Value either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of 5% of the total variation (b) No additional Performance Security will be required to be submitted if the variation amount on plus side is within 25% of the Original Contract Value	We understand that the additional performance bank guarantee in case of sub-para (a) the value of BG shall be limited to the value exceeding to value of 125%.	No change in Tender conditions.
245	NIT page no 4	1.1.2	key details	Approximate cost INR 70.56Cr approx.	We understand that the approximate cost mentioned in the NIT is excluding GST, kindly confirm	Refer C 2.7 of ITT.
246	NIT page no 4	1.1.2	key details	Last Date & Time of Submission of Bids: 28.05.2026	We request you to kindly provide the 2-3 weeks' time for submission of tender after pre-bid clarifications.	Refer Addendum-2.
247	NIT page no 4	1.1.2	key details	EMD / Tender Security	We request client to kindly accept the EMD in the form of BG as well.	Refer Addendum-2.
248	NIT Page no 3	1.1.1.1.	General:	Extension of Aqua line from Noida Sector 51 to Char Murli Chowk (G.Noida Sector 4) - approx. 8.044 km elevated section with 5 metro stations corridors are in the process of sanction. If it gets sanctioned during the tenure of this contract, NMRC may assess the requirement of additional man month or Key expert, if any expert, if any.	We understand that the key experts deploy for this project will be used for this additional work. Kindly confirm	No change in Tender conditions.
249	ITT page no 4	A1	General Description of the Work	Detailed Project Reports (DPR)s of the above extension corridors has been prepared,	We understand that DPR for the extension of AQUA line from Noida Sector 51 to Char Murli Chowk (G.Noida Sector 4)- approx. 8.044 km elevated section is also available. Please confirm	No change in Tender conditions.
250	ITT page no 12	C 2.7 (b)	Change in Taxes/Duty:	Change in Taxes/Duty: The contract price shall not be adjusted to take into account any change in taxes, duties, levies or any other new tax, duties or levies till the completion date including the date of extended period of contract	We understand that these two clauses are contradictory.	Refer clause 24 of GCC
251	SCC page no 5	SCC 9	Additional Clause: Changes in Taxes/Duty	Additional Clause: Changes in Taxes/Duty a. "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender. i. any new tax which is imposed on Composite Works Contracts applicable on Metro Project. ii. Change in the rate of GST on Composite Works Contracts applicable on Metro Project as per GST Act. b. The Contract Price shall be adjusted due to any of the above two Conditions.s. Adjustment in Contract Price will be applicable up to the stipulated date of completion of the Work including the extended period of completion or it is specifically mentioned that extension is with adjustment for changes as stated above.	We understand that clause 33 a and b are applicable in this contract. Please confirm	Refer clause 24 of GCC
252	SCC page no 6	SCC 6		The date of Commencement for Projects shall be the date of issue of letter of acceptance. Substantial mobilization of the professional personnel and staff as required should be completed within the first forty five days period. The time period shall be 48 Months after issue of date of Commencement	We understand that this total overall duration consists of 24 months construction period and 24 months DLP, Kindly confirm	No change in Tender conditions.
253	Scope Page no 35	6	Duration of the Consultancy Services	The duration of the consultancy services shall be for aperiod of total 48 months from the date of issuance of LOA,	We understand that this total overall duration consists of 24 months construction period and 24 months DLP Kindly confirm	No change in Tender conditions.
254	GCC page no 25	37 (iv)	Consultant's Warranty	The Consultant shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Consultant's design responsibility and/or warranty set out in this Clause.	We understand that the scope of GC is to review the design prepared by the DDC or the design build contractor therefore the design liability/responsibility lies with DDC or design build contractor, Considering the above we understand that consultant design responsibility is limited to review of the design subject to specification and compliance of employer's requirement. Kindly confirm	No change in Tender conditions.
255	GCC page no 25	37 (v)	Consultant's Warranty	The Consultant further specifies and is deemed to have checked and accepted full responsibility 'for the Consultant' s Proposal and warrants absolutely that the same meets the Employer's Requirements: a) Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Consultant's consultants, his sub Consultants and/or his qualified personnel/persons or cause to be prepared, developed or issued by others. b) Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person. c) Notwithstanding that the same have been accepted by the Engineer.	We understand that the consultant will take the responsibility for the design or drawings prepared by the consultant only. The responsibility of drawings prepared by employer or any of his consultant or design build contractor lies with that respective agency only. Please confirm.	No change in Tender conditions.
256	GCC page no 26	38	Professional Indemnity Insurance (PII)	The GC shall affect and maintain Professional Indemnity Insurance for the amount in India Rupees equal to the contract value payable to GC in respect of consultancy work to be carried out by, or on behalf of them. The GC shall produce evidence of coverage of the Professional Indemnity Insurance before any payment is released. The insurance which shall ensure the GC's liability by reason of professional negligence and errors in the consultancy works, shall be valid from the date of commencement of works, until two years after commissioning of work. It is a deemed accepted Conditions. of contract that the GC indemnifies and save harmless NMRC from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc.	With respect to the subject provision, pls be noted that GC professional work is ending on the date of the issuance of taking over certificate or completion certificate. As per the scope GC is only reviewing the design document. Therefore, the PII policy shall be valid till the taking over certificate or completion certificate as the case may be. Kindly confirm.	No change in Tender conditions.
257	SCC page no 3	SCC 3		Clause 1 "VSub-Consultant or Subcontractor are not permitted to be engaged	In order to complete the work as per the scope of works under the project, may be subcontractor or sub-consultant are required to be engaged such as house keeping,travel,etc. Therefore, this clause shall be revised.	No change in Tender conditions.
258	SCC page no 4	SCC 7		Clause 16 Add the following at the end of GCC Sub Clause 16.1: a) Employer will not entertain any cost implications and time impact claims under any circumstances arising out of below works which is not defined as "change in scope" in this Contract: i) Any change in the alignment, length of the corridor, track length or the number, area, design and location of stations. iii) Commissioning and commercial operations of the Project in stages	We understand that a i) and a iii), in this clause falls under the change in scope since change in alignment, length ,area, location etc. falls under the variation of the design build contract and also, in the item rate contracts. We therefore request you to kindly amend this clause.	No change in Tender conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
259	SCC page no 10	SCC 18		Clause 9 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave during the "Period of their engagement for the Services", and the Consultant's remuneration shall be deemed to cover these items	We understand that the sick leave is a statutory requirement therefore, we request to kindly review this clause and amend accordingly.	No change in Tender conditions.
260	Scope page no 6	2 (vii)	Scope of Work	Scope of work vii) Testing and Commissioning of the entire system.	We understand that GC will provide assistance to employer for achieving testing and commissioning of the entire system.	No change in Tender conditions.
261	SCC page no 5	SCC 8		Clause 40 Consultant shall be required to open their office within 45 days from the Commencement/ Effective Date at Noida/Greater Noida for performing the services defined in Scope of Work. The Services shall be performed at site locations in Noida and Greater Noida or at such locations as are specified by NMRC and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve	We understand that the consultant may obtain the project from any office located in NCR region	No change in Tender conditions. Refer clause 7 a of Scope of work.
21.0 SYSTRA MVA Consulting (India) Private Limited						
262	NIT page no 4	1.1.2	Key Details	Approximate Cost	We believe the estimated approximate cost is under estimated, given the Project Components and Scope of Works for the GC. We therefore request a revision of the approximate cost.	No change in Tender Conditions.
263	NIT page no 4	1.1.2	Key Details	Last Date & Time of Submission of Bids	We request the Client to allow sufficient time for bidders following the issuance of replies to Pre-bid queries, preferably three weeks to incorporate the changes and prepare a quality technical proposal. We kindly ask for your consideration.	Refer Addendum-2.
264	NIT page no 7	1.1.3.1 (iii)(d)	Eligible Applicants	A bidder has already been engaged as details design consultant related to the same project by NMRC and in the event that a conflict of interest is observed at any stage, the deliverables under the DDC Contract shall be subject to review, independent design check, or validation by an independent third party, duly approved by the Employer. The cost of such third-party scrutiny shall be borne entirely by the General Consultant, without any financial implication to the Employer.	We request clarification on whether a reasonable upper cap on third-party review costs will be defined in the contract, so as to limit the financial exposure of the General Consultant in the event of such conflicts. Please Clarify.	No change in Tender Conditions.
265	NIT page no 15	1.1.3.2	Minimum Eligibility Criteria	Minimum Eligibility Criteria Tenderer's (either a Single Entity/JV/Consortium) will be qualified only if they have successfully completed similar work(s), during last seven (07) years. Note: j. Work shall be considered as completed in case of completion of CMRS and operation of line	Metro Projects are long duration projects and in last seven years very few projects are completed in all respect. Many projects are operational but still not fully completed. We request the Client to consider amending the clause as follows: "Completed or ongoing work shall be considered in case of completion of CMRS and operation of line" Please Consider.	No change in Tender Conditions.
266	NIT page no 9	1.1.3.1 (vii)	Eligible Applicants	a. Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite GC Contract where value of all components combined is Rs 15.11 Crore or more or a GC work comprising one or more components where the value of such component(s) is/are Rs 15.11 Crore or more in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes of Clause 1.1.3.2.A of NIT	The Client is requested to permit foreign companies with wholly owned Indian subsidiaries to Lead. Suggestion for Lead Partner: Shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite GC Contract where value of all components combined is Rs 15.11 Crore or more in last seven years, the project can be completed work shall be considered in case of completion of CMRS and operation of line. Suggestion for JV Member: Shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite GC Contract where value of all components combined is Rs 15.11 Crore or more or a GC work comprising one or more components where the value of such component(s) is/are Rs 15.11 Crore or more in last seven years, the project can be completed or ongoing work shall be considered in case of completion of CMRS and operation of line.	Refer Addendum-2.
267	NIT page no 9	1.1.3.1 (vii)	Eligible Applicants	Page 9: Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium. Page 6 - (ii) (a) A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor/ Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation.	1. Different % of lead partners are indicated in two clauses. 2. Maximum three JV members are permitted, however as per Page 6 - Clause (ii) (a) only two JV members are possible. This combination cannot bring third partner in JV. The Client is requested to relook and revise.	Refer Addendum-2.
268	NIT page no 9	1.1.3.1 (viii)	Eligible Applicants	a. Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s). b. Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s)	The Client is requested to permit wholly owned subsidiary registered in India to claim experience of Parent Company as other Metro Organisations are permitting in India. The Client may ask for Parent Company Undertaking	No change in Tender Conditions.
269	NIT page no 44	Table -3	Qualification of Key Staff	Key Expert with a minimum required experience of 20 years shall not be more than 70 years of age at the time of deployment, and other Key Experts shall not be more than 50 years of age at the time of deployment.	The age limit of 50 years for 'Other Key Experts' - many of whom are required to have at least 15 years of experience is overly restrictive. We respectfully request NMRC to increase this limit to 60 years, thereby allowing access to a broader pool of experienced professionals.	Refer Addendum-2.
270	GCC Page no.13	23	Payment to the Consultant	Payment to the Consultant "In case the Consultant does not deploy an expert planned for deployment as per the approved rolling deployment schedule, a recovery equivalent to 20% of the remuneration of the non-deployed expert for non-deployment period shall be made."	The 20% recovery for non-deployment is stringent, when such non-deployment arises from factors beyond the GC's control. We therefore request the removal of this clause.	No change in Tender Conditions.
271	GCC Page no.14	23	Payment Terms	Payment Terms c. No Payment shall be made in advance.	We request the Client to allow an interest-free advance payment of 10% against a Bank Guarantee, in order to ease the cash flow of the Consultants. Please Consider.	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
272	GCC Page no.14	23	Payment Terms	Payment Terms No Provision for direct payments to JV/Consortium Members	We request the Client to permit direct payments to JV/Consortium Members, in line with the practice followed by other Metro organizations in India. Please Consider.	No change in Tender Conditions.
273	GCC Page no.6	3.5	Insurance to be taken out by the Consultant	Insurance to be taken out by the Consultant The Consultants shall take out and maintain, and shall cause the sub-consultants to take out and maintain, at their (or the sub-consultants' , as the case may be) own cost but on terms and Conditions.s approved by the Employer, insurance against the risks ,and for the coverage's, as shall be specified in the Special Conditions.s (SCC), and at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.	We can provide the insurance certificate covering all risks as specified under the insurance provisions, which the Client may review. This certificate serves as evidence that the Consultant has obtained and maintained the required insurance coverage. We trust this will serve as sufficient proof. Kindly Confirm.	No change in Tender Conditions.
274	GCC Page no.6	3.7	Consultant's Actions requiring Employer's prior Approval	"The Consultant shall obtain the Employer prior approval in writing before: (a) Appointing Personnel listed in Annexure-1 Table 3 of ITT and Attachment 1 of Vol.3 Scope of Work; (c) Taking any action under a civil/system/E&M works contract, the written approval of NMRC is required."	We request clarification on the following: a) A defined turnaround time for approvals (e.g., 7-10 working days) b) If NMRC approval is delayed and the project suffers, will the GC be protected from LD/penalty for such periods? Please Clarify.	No change in Tender Conditions.
275	GCC Page no.7	3.13	Performance Guarantee	Performance Guarantee NMRC reserves the right to forfeit the performance guarantee amount, in the event of termination of the Services in accordance with GCC Clause 19.	The Performance Guarantee/Security is intended solely to address non-performance issues in the bid and should not be invoked or forfeited for other Conditions.s such as breach, termination, or defects. Accordingly, we request the deletion of the referenced portion of the clause. Please Consider.	No change in Tender Conditions.
276	GCC Page no.8	8(a)	Replacement or Removal in Personnel	"No changes shall be made in the Key Professional Personnel. If it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or superior qualifications with prior approval of the Employer at the same rate of remuneration."	We request clarification on the following: a) What is the maximum number of working days within which NMRC will provide approval or rejection of a proposed replacement CV? b) If NMRC delays its response beyond a defined period, will the GC be penalized for the gap period of non-deployment of that position? c) Can a replacement expert be provisionally mobilized at the site pending formal written approval from NMRC, subject to NMRC review? Please Clarify the replacement approval timeline.	No change in Tender Conditions.
277	GCC Page no.9	8 (b)	Replacement or Removal in Personnel	Replacement or Removal of Personnel "If the Employer has reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultants shall, at the Employer written request specifying the grounds therefore, forthwith provide as a replacement, a person with qualifications and experience acceptable to the Employer."	The phrase 'reasonable cause to be dissatisfied' is subjective. We request clarification on the minimum notice period NMRC must provide to the GC before formally proposing a replacement. Please Consider.	No change in Tender Conditions.
278	GCC Page no.9	8 (d)	Replacement or Removal in Personnel	"Remuneration to the key personnel will be reduced by 5% for each replacement for reasons other than death/prolonged illness. If replacement of key personnel happens more than 10% every year, there will be penalty of 0.25% of overall man months payable to the GC."	If replacement happens more than 10% every year, 0.25% penalty of overall man-months is quite high. In line with industry practice, we request the Client to consider relaxing the clause as follows: "0.01% of the contract value for a single instance, applicable only if replacements exceed 20% in a given year". Please Consider.	No change in Tender Conditions.
279	GCC Page no.11	13	Agreement Effective Date	Agreement Effective Date "Substantial mobilization of the professional personnel and staff as required should be completed within the first 45 days period."	We request clarification on the minimum number of key expert positions (from Attachment-1) that must be deployed on site by Day 45. Please Clarify.	No change in Tender Conditions.
280	GCC Page no.12	19.1	Suspension	Suspension NMRC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to GC who shall immediately make arrangements to stop the Services and minimize expenditure.	Suspension of the Consultant without providing any reason, or at the sole discretion of the Client, would result in idling of manpower and impose a significant financial burden on the Consultant, thereby adversely impacting the project. We therefore request the removal of this provision.	No change in Tender Conditions.
281	GCC Page no.13	19.2	Termination	Termination if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period not less than sixty (60) days.	Termination on account of Force Majeure is unjustifiable, as such events are beyond the Consultant's control. We therefore request the deletion of this clause. If deletion of the clause is not feasible, we kindly request that it be reframed as follows: "If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period not less than sixty (60) days, subject to Clause 36."	No change in Tender Conditions.
282	GCC Page no.13	19.2	Termination	if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.	Termination of the Consultant without providing any reason, or at the sole discretion of the Client, would result in idling of manpower and impose a significant financial burden on the Consultant, thereby adversely impacting the project. We therefore request the removal of these provisions	No change in Tender Conditions.
283	GCC Page no.17 & 18	35.3	No legal action till Dispute Settlement Procedure is exhausted.	No legal action till Dispute Settlement Procedure is exhausted. Any and all Disputes shall be settled in accordance with the provisions of Clause 33. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 33 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.	We request the removal of this provision, as it restricts the Consultant's ability to pursue other remedies available through the court of law.	No change in Tender Conditions.
284	GCC Page no.17 & 18	37	Consultant's Warranty	Consultant's Warranty	The "Consultant's Warranty" clause is not applicable to the General Consultant or its scope of work; it applies exclusively to the Design Consultant. We therefore request its deletion. Please Confirm.	No change in Tender Conditions.
285	GCC Page no.17 & 18	38	Professional Indemnity Insurance (PII)	Professional Indemnity Insurance (PII) The insurance which shall ensure the GC's liability by reason of professional negligence and errors in the consultancy works, shall be valid from the date of commencement of works, until two years after commissioning of work.	We request that the validity of maintaining PII be limited to the duration of the contract. Please Consider.	No change in Tender Conditions.

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
286	SCC page no 4	SCC 7		"Employer will not entertain any cost implications and time impact claims arising out of: (i) Change in alignment/length/number of stations; (ii) Re-invitation of bids and associated bid process management; (iii) Commissioning in stages; (iv) Change in number and form of bid packages; (v) Re-works arising out of design alteration due to system interface coordination.	The list of excluded scope changes is overly broad and may substantially increase the GC's workload without corresponding compensation. In particular: (i) Changes in alignment or number of stations directly affect the quantity of GC services - please define the threshold change above which additional cost claims become admissible; (ii) Re-invitation of bids requires the GC to repeat substantial tendering work; (iii) Stage-wise Commissioning is dependent on multiple factors beyond GC's control and GC shall not be obliged to bear any financial burden arising out of such strategy; (iv) Design re-works due to system interface are often caused by contractor coordination gaps. Please Consider suitable cost implications.	No change in Tender Conditions.
287	SCC page no 10	SCC 20	Approval of Additional Key Expert	"If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit CVs to the Employer for review and approval. Additional amount shall be payable based on unit remuneration."	We request clarification on the following: a) For positions not listed in Attachment-1, please clarify how the unit remuneration will be determined whether through negotiation, benchmarking, or mutual agreement? b) Please clarify who is authorized to initiate a request for additional experts only NMRC, or can the GC also propose such requests? Please Clarify.	No change in Tender Conditions.
288	SCC page no 10	SCC 22		"If the Consultant fails to deliver the assigned work within the stipulated time, shows undue delay in progress, or if any deficiency in performance or quality of work is observed, the Engineer-in-Charge shall have the authority to impose Liquidated Damages (LD). The amount of LD shall not exceed ten percent (10%) of the total Contract Value. The decision of the Engineer-in-Charge in this regard shall be final and binding."	We request clarification on the following: a) Please clarify the specific LD rate to be applied (for example, 0.1% per week of delay b) Please clarify whether a cure period will be provided to the GC to rectify any deficiencies before LD is imposed? Please Clarify	No change in Tender Conditions.
289	Scope Page no 28	2.19	Training of Personnel of NMRC	Training of Personnel of NMRC GC will plan and design the training modules for personnel of NMRC in operation, maintenance and repairs of various equipment and plants supplied by various suppliers, at OEM's premises.	We request clarification on the following: a) What is the number of NMRC personnel to be trained, and the expected training programme duration? b) Who bears the cost of training infrastructure is it included in fixed costs or separately payable? Please Clarify	The staff strength required for the Operation & Maintenance work for the said 02 extension projects will be trained. The expected training programme is based on the mobilization of the O&M experts listed in pricing schedule. Further no change in tender conditions.
290	Scope Page no 35R	7 (a)	Services and Facilities	Services and Facilities Provide rent-free air-Conditions.ed office space of 360 Sq.m floor area (approx.) with reasonably adequate electrical switch points as required.	We request clarification on whether NMRC/Contractor will provide separate field/site offices for the two extension corridors, or if only a single centralized office at Noida will be made available. Please Clarify.	One single space 360 sq.m. area office will be provided.
291	Scope Page no 36R	Attachment-1,	Key Expert Positions	Attachment-1 Lists 40 Key Expert Positions, however only 14 CVs listed below will be evaluated: o Project Director o Deputy Project Director o Structure Expert o Chief Track Expert o Senior Quality Assurance Expert (Civil) o Senior Quality Assurance Expert (system) o Senior Safety Expert o Senior Girder casting and Launching Expert -1 o Chief E&M Expert o Chief Traction distribution, SCADA and MINIC Panel Integration Expert o Chief Signalling Expert o Senior Rolling Stock Expert (Electrical) o Chief Testing & commissioning Expert o Chief Contract Expert	We understand that, as per the Form of Tender – Appendix 5, only the CVs being evaluated are required to be submitted during the Bid Stage. Please Confirm our understanding.	No change in Tender Conditions.
292					We request clarification on the following: a) Is the staffing list in Attachment-1 a minimum list, and can the GC propose additional staff categories beyond those listed? b) Considering the ToR and detailed scope of works highlighted in RFP, there is a requirement of Non-Key/on-site Engineers of K3-K5 categories and support staff. Kindly clarify how non-key & support functions will be handled. In case these responsibilities will be fulfilled by NMRC staff themselves or any other party, it is submitted that the hierarchy of responsibilities and scope split among Key & Non-key experts becomes extremely complicated and may lead to a dysfunctional GC. Please Clarify.	

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

Tender No - NMRC/Projects/NGNEGC/2026/454

REPLY TO PRE-BID QUERIES

S.No	Section	Clause No.	Name of the Clause	Description of Clause	Bidder's Query	Reply
293	Scope Page no 37-46	Attachment 1		Attachment-1 lists 40 Key Expert positions with defined man-month requirements ranging from 6 Months (O&M Experts) to 48 months (Project Director, Senior Architecture Expert, Senior QA Experts etc.). Minimum numbers and qualifications specified per position.	However, GC is allowed to propose additional experts as per requirements, and in view of GC's Scope of Works, the following additional positions are required to be included in the list for a competitive assessment of bids. o Alignment Expert (K3 - 1 No.) o Structural Engineers (Design) (K4 - 3 Nos.) o Architects (K4 - 2 Nos.) o Track Engineers (K4 - 3 Nos.) o Planning Engineers (K4 - 2 Nos.) o Civil Section/Site Engineers (K4 - 6 Nos., K5 - 6 Nos.) o QA/QC Section/Site Engineers (K4 - 3 Nos., K5 - 3 Nos.) o Environmental Engineer (K4 - 1 No.) o PR and Liaisoning Officer (K3 - 1 No.) o Traffic Engineers (K4 - 2 Nos.) o Survey Engineer (K4 - 2 Nos.) o Section Engineer- Utility (K4- 2 Nos.) o Signaling & PSD Engineers (K4 - 2Nos.) o Traction & Power Supply Engineers (K4 - 2 Nos.) o MEP Engineers (K4 - 2 Nos.) o E&M (incl. Depot) Engineers (K4 - 3 Nos.) o Rolling Stock Engineers (K4 - 2 Nos.) o Integration & Interface Engineers (K4 - 2 Nos.) o Testing & Commissioning Engineers (K4 - 2 Nos.) o CAD Experts (Additional K5 - 2 Nos.) o Document Controllers (Additional K5 - 2 Nos.) o Support Staff (incl. Computer Operators, Executive Assistants, Accountant/Office Manager - 6 Nos.) Kindly Consider.	No change in Tender Conditions. The deployment of GC staff should be as per Pricing Document and Scope of work.
294						
295	Scope Page no 38	Table-3	Qualification Experience and Competence of Key Staff	Sl.No 14 Senior Safety Expert	We believe the number of safety positions specified is inadequate, given the corridor length of 15.113 km. We therefore request the Authority to include additional safety engineers (K3 and K4 categories), preferably two in each category. Please Consider.	No change in Tender Conditions. The deployment of GC staff should be as per Pricing Document and Scope of work.
296	Pricing Document Page no 6	Sub-Head C	Vehicle	Duty to Travel Site: 400 Vehicle Months	We believe the total vehicle months provided are insufficient, and therefore request an amendment to the allocation of vehicle months as given below: oProject Director: 48 Vehicle Months (Innova Type) oOther Staff: 432 Vehicle Months (Eritga or Equivalent) Please Consider.	No change in Tender Conditions.
297	Pricing Document Page no 7	Subhead E	Offices supplies utilities and communication	Sl.No 3. Communication: 1188 Quantity	We believe the total quantity provided are insufficient, and therefore request an amendment to the allocation of Communication quantity to cater all Staff under Sub-Head A i.e. Total quantity: 1284 Please Consider.	No change in Tender Conditions.
298	Pricing Document Page no 8	Subhead F	Office furniture and equipment for accommodation	Sl.No 14. Miscellaneous Computer AMC/Software	We kindly request the client to provide a detailed list of the required software's along with their respective quantity requirements. This will help ensure that all Consultants are placed equally.	All requirements / specifications shall be as per the GC for the completion of scope of work.
299	Scope Page no 33	Table-5.1	Reports and Documents	Reports and Documents	Table 5.1 provides List of Documents and Number of Copies to be submitted by GC. However, no Provision is kept in Volume-4 Pricing Document for the same. Please Clarify.	The provision of the same may be considered in Schedule E- item 1 & 2.
300	Missing clause			No clause for Suspension/Termination right to the Consultant	We request the right to suspend or terminate in the event of non-payment, delayed payment, or breach of obligations by NMRC under the Contract. Kindly consider this request	No change in Tender Conditions.