

NOIDA METRO RAIL CORPORATION LTD.**Part Design & Construction of Elevated Viaduct and 10 nos. of Elevated Stations for Extension Projects of NMRC's Aqua Line from Botanical Garden to Noida Sec
142 (from Chainage (-) 383.959 to 12130.143) and from Depot Station to Boraki MMTH (Chainage 28678.253 to 31263.482).****E-Tender no. - NMRC/Projects/NGNECC/2026/457****ADDENDUM-4
SUMMARY SHEET**

Sr. No.	Volume	Document Name	Clause No./Item No.	Page no.	Addendum/Corrigendum	Remarks
1	Volume-1	NIT	1.1.3.1 (v) (a)	6	Modification in clause no. 1.1.3.1 (v) (a)	Replace NIT's Page 6 by 6R.

pending litigations in the prescribed proforma given in Appendix-27 of Form of Tender.

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

- g) If the Tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the Appendix-19 or Appendix-19A or Appendix-20, the tenderer including the constituent 'substantial member(s)' of JV/Consortium 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.
- h) If there is any misrepresentation of facts with regard to undertaking submitted vide Appendix-19, or performance in any of the works reported in the Appendix 19A, or undertaking submitted vide Appendix-20, the same will be considered as "fraudulent practice" under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) & 13.2.1 of GCC.

v. LEAD PARTNER/ NON-SUBSTANTIAL PARTNERS/ CHANGE IN JV/ CONSORTIUM

- a) Lead partner must be a substantial partner in the JV/Consortium i.e. it should have a minimum of 26% participation in the JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one "similar work" * of minimum 40% of NIT value **or must have experience of executing at least one completed Civil Work of minimum 80% of NIT value comprising of pre-stressed concrete superstructure** in last 07 years.
- 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 and work experience shall not be considered for evaluation of JV/Consortium. In the tender for Civil Works, a Joint Venture / Consortium to qualify, each of its non-substantial partner must have experience of executing at least one Civil Work of minimum 20% of NIT value in last 07 years. The tenderer shall submit details of above works in the Performa of Appendix-17 & 17A 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.
- d) The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/MOU submitted vide foot note (d) of Appendix 6 of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as