



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/2026/460

Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

VOLUME-1

**Notice Inviting Tender (NIT)
Instructions to Tenderer (ITT)
Forms of Tender (FOT)**

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



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NOTICE INVITING TENDER (NIT)

1.1 General:

Noida Metro Rail Corporation (NMRC) Ltd. invites Open e-Tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work, “Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.”

1.1.1 Key Details:

NMRC shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NMRC. Bidders shall upload their bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the NMRC premises at the site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

This scope of work is detailed in Volume 03 – Scope of Works.

Name of the Bid	Civil and Architectural work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida
Approximate Cost	INR 2.20 Crores (including GST)
Time period of Work	04 months
Type of Bid	Single Stage Two Packet Tender
Method of Selection	Cost Based Selection (Lowest–L1)
Bid Processing Fee (Non-Refundable)	INR 23,600/- (including 18% 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)	INR 2,20,000/- (Rupees Two Lakh and Twenty Thousand only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
Name of the Corporation's official for addressing Queries, clarifications and Pre-Bid Meeting	GM/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
Bid Validity	180 days
Bid Language	English

Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

Bid Currency	INR			
Start of sale of Tender Document to Bidders	From 19.05.2026 to 03.06.2026 (up to 15:00 Hrs.) on e-procurement portal.			
Pre-Bid Conference	26.05.2026 at 11:30 Hrs.			
Last date of seeking clarification, if any	26.05.2026 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	28.05.2026 at 17:30 Hrs.			
Start Date & Time of Submission of Bids	29.05.2026 at 10:00 Hrs.			
Last Date & Time of Submission of Bids	03.06.2026 at 17:00 Hrs.			
Date & Time of Opening of Technical Bids	03.06.2026 at 17:30 hrs.			
JV/Consortium to be allowed	Yes			
Bank Details for Making Payment				
Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
State Bank of India (SBI)	State Bank of India (04077) – Sector 18, Noida, Gautam Budh Nagar, Uttar Pradesh - 201301	Noida Metro Rail Corporation Ltd. A/c No. - 37707840592	Current	SBIN0004077

1.1.2 QUALIFICATION CRITERIA:

1.1.2.1 Eligible Applicants:

- (i) The tender for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, LLP, companies, corporations) who meet requisite eligibility criteria prescribed in the sub-clauses of clause 1.1.3 of NIT.
- (ii) A tenderer shall submit only one bid in the same tendering process individually as a tenderer. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.

- (iii) Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a. a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for an implementation of the project;
 - b. a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - c. a tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- (iv) (a) NMRC/ any other Metro Organization (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix-12** of Form of Tender.

(b) Also, no contract of the tenderer of the value more than 10% of NIT cost of work, executed 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-12** of Form of Tender

(c) The overall performance of the tenderer shall be examined for all the ongoing works of Civil and Architectural for Building works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed works of Civil, Architectural and Building services including E&M works awarded by any NMRC/ other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work executed either individually. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-12A** 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. 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 - 12A**. 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.

(d) Tenderer for the works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any works of Civil and Architectural for Building 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-13** of Form of Tender.

(e) Tenderer must not have suffered bankruptcy/ insolvency during the last 5 years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in **Appendix-14** of Form of Tender.

(f) If the Tenderer does not meet the criteria stated in the **Appendix-12** or **Appendix-12A** or **Appendix-13** or **Appendix-14** or pending litigation criteria as per Clause 1.1.3.1 v(f), the tenderer 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.

(v) If there is any misrepresentation of facts with regards to undertaking submitted vide **Appendix- 12**, or performance in any of the works reported in the **Appendix 12A**, or undertaking submitted vide **Appendix-13** or **Appendix-14** or information submitted in **Appendix-26**, the same will be considered as “fraudulent practice” under Clause 4.33 of GCC and the tender submission of such tenderers will be rejected besides taking further action as per GCC.

(vi) **Purchase Preference to Local Suppliers/Preference to Make In India:**

a) Definitions:

- i. ‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). Minimum local content for ‘Class- I local supplier’ shall be 50% for the subject tender.
- iii. ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content

more than 20% but less than 50%, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

- iv. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by DPIIT.
- v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 20% for the subject tender.

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

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

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

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I

local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder."

d) Minimum Local content and verification of local content:

- v. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self- certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- vi. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.
- vii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- viii. Supplier/bidder shall give the details of the local content in a format attached as **Appendix-17** and **Appendix-18** of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload **Appendix-17** and **Appendix-18** of FOT duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

e) Complaints relating to implementation of Purchase Preference

- i. Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- f) Only Class-I local supplier & Class-II local supplier is eligible to bid in this tender.

1.1.2.2 Minimum Eligibility Criteria:

A. Work Experience:

Tenderer 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 -

a) Mandatory Eligible Works

- i. Should have Satisfactorily Completed similar work for minimum amount received towards the same shall be INR **1.76 Crore** in one Contract.

Or

- ii. Should have Satisfactorily Completed similar work for Minimum amount received towards the same shall be INR **1.10 Crore** in two different contracts each.

Or

- iii. Should have Satisfactory Completed similar work for ~~Minimum~~ amount received towards the same shall be INR **0.88 Crore** in three different contracts each.

Similar work: Civil Construction works of Building Structure in any Central Govt./State Govt./PSUs.

Notes:

- a. The tenderer shall submit details of works executed by them in the Performa prescribed in **Appendix-11 & 11A** of FOT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates/ substantial completion certificates from client clearly indicating the nature/scope of work, actual completion cost/ value of actually executed works and actual date of completion (in case of completed works) for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, in addition to above, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted.

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

- b. 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.
- c. 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.
 - d. If the above work(s) i.e. "Similar work" comprise other works, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.
 - e. Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation.
 - f. After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of bidder having lowest quote (L1) shall be sent for verification and certification to the concerned client(s). In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with Tender Conditions and Suspension/Banning Policy of NMRC shall be taken.
- B. Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below:
- i. **T1-Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.
This shall be seen from the balance sheets and Net current assets (as per proforma given in **Appendix-12 of FOT**), should show that the applicant has access to or has available liquid assets, to meet cash flow of **INR 31.51 lakhs** for this contract. The aggregate of the Net current Assets will be considered for working out the Liquidity.
 - ii. **T2 - Profitability:** Profit before Tax should be Positive in **at least 2 (two)** years, out of the last five audited financial years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25).
 - iii. **T3 - Net Worth:** Net Worth of tenderer during last audited financial year ending on 31st March 2025 should be **≥ INR 44.11 lakhs**
 - iv. **T4 - Annual Turnover:** The average annual turnover from construction works of last five Audited financial years ending on 31st March, 2025 should be **≥ INR 1.76 Crores.**

Notes:

- Financial data for latest last five audited financial years ending on 31st March, 2025 has to be submitted by the tenderer in **Appendix- 9 & 10** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original along with Membership number, FRN number and UDIN number. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
 - Self-attested copy of ITR of last five financial years.
 - Statutory proof of existence as the legal entity
 - PAN certificate as per legal entity
 - GST Registration as per legal entity

C. Bid Capacity Criteria:

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

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

where,

A = Maximum of the value of work executed in any one year during the last five financial years (updated to **31.03.2026** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portion per year).

N = 1

B = Value of existing commitments (**as on 31.03.2026**) for on-going work during period of **04 months w.e.f. 01.04.2026**

Notes:

- 1.1.3** Financial data for latest last five financial years has to be submitted by the tenderer in **Appendix-09 of FOT** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original along with UDIN number.
- 1.1.4** Value of existing commitments for on-going works during period of **04 months w.e.f. 01.04.2026** has to be submitted by the tenderer in **Appendix-10 of FOT**. These data shall be certified by the Chartered Accountant with his stamp and signature in original along with UDIN number.
- 1.1.5** In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.

The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.1 & 1.1.3.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.1 & 1.1.3.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration & evaluation of tender prescribed in the ITT.

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

1.1.4 Tender Document comprises of the following documents:

Volume1

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

Volume 2

- General Conditions of Contract (GCC)
- Special Condition of Contract (SCC)
- Contract Forms

Volume 3

- Scope of Work

Volume 4

- Pricing Document

Volume 5

Reference Drawings

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

1.1.5 Bidders are required to enroll on the e-Procurement module of the Uttar Pradesh Public Procurement Portal (URL: <http://etender.up.nic.in>).

1.1.6 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-tendering portal.

1.1.7 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.

1.1.8 Only one valid DSC should be registered by a bidder. Please note that the

bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

- 1.1.9** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 1.1.10** Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents and towards Tender Security and other documents as stated in the tender document.
- 1.1.11** Tenderers are advised to keep in touch with e-tendering portal: <http://etender.up.nic.in> and NMRC's website: www.nmrcnoida.com for updates.
- 1.1.12** For any complaint tenderer may contact Senior Vigilance Officer / Chief Vigilance Officer NMRC Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh.
- 1.1.13** Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tender and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause 4.0 of ITT.
- 1.1.14** NMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the NMRC for rejection of his proposal.
- 1.1.15** The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of **GM/Projects**, NMRC Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh
- 1.1.16** All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause 2.2 of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.17** Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

**GM/Project
Noida Metro Rail Corporation Ltd.**

Instructions for Online Bid Submission on E-Procurement Portal

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

More information useful for submitting online bids on the E-tendering portal may be obtained at www.etender.up.nic.in

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Uttar Pradesh Public Procurement Portal (URL: www.etender.up.nic.in) by clicking on the link "**Online Bidder Enrolment**" on the E-tendering portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-tendering portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/2026/460

Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

VOLUME-1

Instructions to Tenderer (ITT)

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

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Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

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INSTRUCTIONS TO TENDERER

A. General

A1. General Description of the Work

This contract is for the work of “**Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.**”

A2. Eligible Tenderers

This is an open competitive e-tender and all companies, corporations, partnership firms, LLP, who are involved in execution of this type of work and those who fulfil the financial soundness and work experience criteria as per clause 1.1.2.2 of NIT, E4.10 & E5 of ITT and other requirements laid down in this document are eligible to participate.

A3. Qualification of the Tenderer

A3.1 The Tenderer shall submit a written power of attorney authorizing the signatory (ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of partnership, Power of Attorney and Board Resolution for partnership shall be submitted.

A3.2 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

A3.3 Each Tenderer, will be required to confirm and declare in the Tender submittal that that they have not been blacklisted or deregistered by any central / state government department or public sector undertaking and also that none of their work was rescinded by the client after award of contract during last 10 years. The proforma of this undertaking is prescribed in **Appendix-9** of FOT.

A4. One Tender per Tenderer

A Tenderer shall submit only one bid, either individually as a tenderer or as a partner of JV/Consortium. If a tenderer who submits or participates in more than one bid, all tenders in which the tenderer has participated either as sole tenderer or member of JV/consortium shall be considered invalid.

A5. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A6. Site Visits

A6.1 The Tenderer is advised to visit and examine the Sites of Projects and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Sites shall be borne by the Tenderer. It shall be deemed that the Tenderer has undertaken a visit to the Sites of Projects and is aware of the site conditions prior to the submission of the tender documents.

A6.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

A6.3 Thus, it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

B Tender Documents

B1 Content of Tender Documents

B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for "Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida" and as more particularly described in these documents.

- a) Notice Inviting Tender
- b) Instructions to Tenderers (including Annexures)
- c) Form of Tender (including Appendices)
- d) General Conditions of Contracts
- e) Special Conditions of Contract (including Schedules)
- f) Contract Forms
- g) Scope of Work
- h) Financial Package/Bill of Quantities
- i) Reference Drawings

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

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

B2. Clarification of Tender Documents

B2.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the **GM/Projects/NMRC** forthwith.

B2.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Scope of Work, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from **GM/Projects /NMRC** by email as mentioned in NIT, not later than the last date of seeking clarification given in the key details of Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderer without disclosing the identity of the Tenderer seeking clarification.

B2.3 Except for any such written clarification by **GM/Projects /NMRC** which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1(a) to (i) above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B2.4 Correspondence: All correspondence from NMRC pertaining to this tender till the award of the work with tenderer shall be done by **GM/Projects /NMRC**.

B4. Amendment to Tender Documents

B4.1 During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be made available at e-tendering website <https://eprocure.gov.in/eprocure/appto> all prospective tenderers who have purchased the tender document in the tender period.

Without prejudice to the order of preference as specified in the General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should download such addenda and consider them in the tender submittal.

B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender,

identified in paragraphs C2.2(a) to C2.2(z) below, and whether as supplements to, or amended versions of such documents.
Save as aforesaid, all such amendments or clarifications shall have contractual effect.

C. Preparation of Tenders

C1 Language

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

C2. Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender online on e-tendering website <http://etender.up.nic.in>, comprising of following:

- **Technical Package** of "Contract: NMRC/Projects/2026/460"
- **Financial Package** of "Contract: NMRC/Projects/2026/460" as per the provisions given in clause C15 below.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 and C2.3 and all Annexures/ Appendixes of NIT, ITT and FOT respectively.

Financial Package shall contain the documents referred to in paragraphs C2.2 (a); (b); (c).

C2.2 The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender, and shall form part of the Contract:

- a) Form of Tender (Without appendices);
- b) Appendix 1 to the Form of Tender; Contract Conditions;
- c) Appendix 2 to the Form of Tender: completed bill of quantities / Pricing Document (see paragraph C10, C15 and C23);
- d) Appendix 3 to the Form of Tender: General Information about the Tenderer;
- e) Appendix 4 to the Form of Tender: Staffing Schedules and Organisation Chart (see paragraph C12);
- f) Appendix 5 to the Form of Tender: Tender Index (See paragraph C23);
- g) Appendix 6 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- h) Appendix 7 to the Form of Tender: Undertaking for Blacklisting/Deregistration;
- i) Appendix 8 to the Form of Tender: Undertaking on copyright (see paragraph E2)
- j) Appendix 9 to the Form of Tender: Financial Data
- k) Appendix 10 to the Form of Tender: Financial Data (Commitment for On-going Works/ works in hand)
- l) Appendix 11 to the Form of Tender: Work Experience
- m) Appendix 11A to the Form of Tender: Summary of information provided in Appendix 11.
- n) Appendix-12 to the Form of Tender: Undertaking as per clause 1.1.2.1 v(a) & (b) of NIT

- o) Appendix-12A to the Form of Tender: Undertaking as per clause 1.1.2.1 v(c) of NIT
- p) Appendix-13 to the Form of Tender: Undertaking for not being penalised in a Contract
- q) Appendix-14 to the Form of Tender: Undertaking for Financial stability
- r) Appendix-15 to the Form of Tender: Undertaking for Downloaded Tender Document
- s) Appendix-16 to the Form of Tender: Format for Certificate to be Submitted / Uploaded by Tenderer Along with the tender documents
- t) Appendix 17 to the Form of Tender: Undertaking as per Clause 1.1.2.1 x(d) of NIT.
- u) Appendix-18 to the Form of Tender: Performa for submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition.
- v) Appendix 19 to the Form of Tender: Saleable Form for Tender Document
- w) Appendix 20 to the Form of Tender: Detail of Bank Account for Refund of Tender Security/EMD.
- x) Appendix 21 to the Form of Tender: Tentative project implementation programme (see paragraph C8)
- y) Appendix 22 to the Form of Tender: Undertaking pertaining to Personnel
- z) Any further documents which have been requested in accordance with paragraph B4.2 above.

All original tender documents issued by NMRC are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original tender documents issued by NMRC and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted to them. The tender shall be submitted online by using class-II / class-III digital signature of the authorized signatory of the tenderer.

C2.3 The Tenderer shall submit with his Tender documents that are identified in paragraphs C2.3 (a) – C2.3 (i) inclusive. Such documents will be used for the purposes of evaluating and analyzing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.

- a) Full details of ownership and control of the Tenderer
- b) Tender Programme (see paragraph C8)
- c) Deleted;
- d) Details of providers of performance guarantees (see paragraph C19 below);
- e) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
- f) Following information shall be furnished:
 - a. Similar works
 - i. Deleted

ii. The tenderer should supply the following information, separately for each member of the consortium.

- (a) Maximum value of "Similar works" executed in any one year during the last 07 years (in Rs. equivalent).
- (b) Value of the commitments and on-going works, on yearly basis, pertaining to Civil and Architecture works of Building work, similar in nature to those mentioned in the tender, to be completed during the next 04 months from the first date of the month of the tender submission.

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

C2.4 The **Technical Proposal** should cover in detail the following:

- Understanding and comprehension of the work involved.
- The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant. In addition, the technical proposal shall contain:
- A detailed overall work programme and a bar chart indicating the duration and timing of assignment of each key staff or other staff member assigned to the project.
- An organization chart together with clear description of the responsibilities of each member within the overall work programme as prescribed in clause 1.1.2.2 of NIT.
- Sufficient proof shall be submitted to substantiate the qualification and experience of staff deployed.
- The technical proposal will be evaluated based on the capabilities /technical strength of staff proposed to be deployed.
- A task list of deliverables and delivery dates, and the person responsible for performing the deliverable.
- The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. (The majority of the key staff shall be regular members of the firm for at least one year).
- The details of the name, background and CV of any sub-contracted staff with their consent letter who will be employed on the project.
- The names and addresses of any firm who may be given sub-contracts with details of their experience in the Delhi or other areas.
- The details of equipment and laboratory facilities with such subcontractors/ sub consultants shall be provided.
- Details of design facilities, together with their location.

The Technical Package shall contain self-attested copies of latest 05 years Income Tax Return filed by the tenderer in the required proforma of Government of India.

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

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

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

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

C2.6 Tenderers shall quote all prices as per the BOQ, GCC and SCC.

C 2.7 The tenderers must note the following:

- a) Tenderers should quote the contract price including GST.
- b) **Change in Taxes/Duty:**

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

- c) GST shall be paid separately as applicable after raising the tax invoice by the agency. The agency shall maintain details of SGST/UTGST paid to Revenue department of the respective state in which the work is carried out and submit the following for reimbursement of GST:
 - a. Tax Invoice
 - b. GSTR-1 return filed with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.
 - c. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to NMRC project and deposit of due taxes with respective tax authorities.
 - d. Relevant abstract of filed GSTR-1 return showing the details of relevant

tax invoice submitted by the agency.

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

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes (inclusive of GST), duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax /GST/Labour cess etc. after considering clause C2.5, C2.6 & C2.7 above.

C2.8 Financial Package –

C2.8.1 The financial package, will be submitted through Form of Tender as available on E-tendering portal.

C2.8.2 The Schedule A consists of DSR item rates for Civil and Architectural Works, Schedule B consists of NDSR item rates for Civil and Architectural Works and Schedule C consists of items rates for Plumbing Works (DSR and NDSR).

C2.8.3 The tenderer shall quote his offer either in Indian Rupees only.

C2.8.4 All payments shall be subject to tax deduction at source (TDS) in accordance with the provisions of the Indian Income Tax Act and any other applicable law.

C2.8.5 The Tenderer shall complete the BOQ in accordance with the instructions given in Bill of Quantity/Pricing Document.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorized and empowered representative of the Tenderer. If the Tenderer comprises a partnership, the Form of Tender shall be signed by a person who is duly authorized by each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C4. Not Used.

C5. Not Used

C6. Deleted

C7. Deleted

C8. Tender Programme

C8.1 The Tenderer shall submit with his Tender as **Appendix-21** to FOT, a Tender Programme shall indicate how the Tenderer intends to organize and carry out the Works and achieve Stages and complete the whole of the Works by the completion dates.

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

C8.3 The Tender Programme shall not in any event be construed as a submission of the

Works Programme.

C9. Not Used

C10. Payment Schedule:

The payment for items given in Volume 4 shall be made on the basis of actually executed quantities.

C11. Sub-Contracts

C11.1 Deleted.

C12. Staffing Schedule and Related Details

C12.1 The Tenderer shall submit with his Tender (**Appendix-4** of Form of Tender) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed personnel and experts of this work as required in NIT. Details shall be included for all such personnel whether directly employed or engaged on a consultancy. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting.

C12.2 The Tenderer shall include in his proposal the name and qualifications of Team Members.

C13. Not Used

C14. Not Used

C15. Bill of Quantities

C15.1 The Tenderer shall complete the BOQ in accordance with the instructions given in Bill of Quantity.

C16. Currencies of Tender and Payment

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 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 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

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 tenderer(s) shall be rejected considering it as non-responsive and their technical package shall not be opened and if opened then it will NOT be evaluated.

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 3.2 of the GCC.

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

C18.5 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E 5.2 below;
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.

C19. Performance Guarantee, Obligations and Warranties

Please refer Clause 4.2 of GCC and SCC.

C20. Personnel

The Tenderer's attention is especially drawn to the responsibility of the for arranging personnel for the required duration of the project to the satisfaction of NMRC.

C21. Not Used

C22. Insurance

The Tenderer's attention is drawn to the provisions contained in Clause 36 of the NMRC/Projects/2026/460/Volume-1/ITT

General Conditions of Contract and Special Conditions of Contract.

C23. Tender Index

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

C24 Pre-Tender Meeting

C24.1 A Pre-Tender meeting shall be held on the date and location given in the Key details of NIT.

C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that matter that may be raised at that stage.

C24.3 The tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.

C24.4 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B4 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.

C24.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C25 Format and Signing of Tender

C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) documents described in paragraph C2 of these Instructions.

The tenderer shall ensure that the whole tender submission shall be digitally signed by a person duly authorized to sign on behalf of the Tenderer.

The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer.

C25.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer before scanning and uploading (in .pdf / .jpg / .jpeg format), pursuant to sub-paragraphs A4.1, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.

C25.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender before scanning and uploading/submitting.

C26 Pricing of Conditions, Qualifications, Deviations etc.

C26.1 The tenderer should submit his tender that conforms to the tender documents without material deviation(s) or reservation(s).

D. Submission of Tenders

D1 Tender Submission

The tenderer shall submit their tender on-line on e-tendering website <http://etender.up.nic.in>.

D1.1 Transaction Receipts of 'Tender Security' and 'Cost of Tender Document' shall be submitted along with the e-bid submission.

D1.2 'Tender Security / EMD' submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.

D1.3 NMRC will not be responsible for delay, loss or non-receipt of 'Tender Security / EMD'.

D1.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2 Late Tenders

D2.1 Tenders have to be submitted online on e-tendering website <http://etender.up.nic.in>. It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted on e-tendering website of NMRC before the deadline of submission prescribed in NIT.

D2.2 Submission of Tenders shall be closed on e-tendering website of NMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted

D2.3 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website <http://etender.up.nic.in> before the deadline of submission. NMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

D2.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D3 Modification, Substitution and Withdrawal of Tenders

D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.

D3.3 The Tender submitted online will be taken as a final bid.

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

E.1 Tender Opening and Evaluation E1 Tender Opening

E1.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph D-3 shall not be opened.

E1.2 (a) Envelopes containing 'Tender Security' and 'Cost of Tender Documents' will be opened first. On opening of the same, NMRC will first check the details of tender cost and tender security submitted by the tenderer online and cross verify the same with the hard copy submitted.

(b) Tenders of those tenderers who have not submitted 'Tender Security' and 'Cost of Tender Documents' shall not be opened.

(c) Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.

E1.3 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the **GM/Projects/NMRC**. Tenderers may visit NMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

E1.4 The tenderers name, details of the tender security and such other details as the
NMRC/Projects/2026/460/Volume-1/ITT

Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

E1.5 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tender can visit to NMRC e-procurement website for further information.

E2. Confidentiality of Tender Information and Copyright

E2.1 Except the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

E2.2. Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderer's tender.

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

E4 Evaluation of Tenders

Tender Security and Technical packages will first be evaluated which will cover following items: -

E4.1 General

E4.1 General Evaluation: First of all, it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clause 1.1.2 of NIT and clauses A4.1, A4.2, A4.3, A4.4.1, A4.4.2, A4.5 and A5 of ITT.

E4.2 Evaluation of minimum eligibility criteria – This evaluation will be done to check if the tenderer qualifies the minimum eligibility criteria of “work experience”, “Financial standing” as laid down in Clause 1.1.2.2 of NIT and “Bid Capacity” criteria as laid down in Clause 1.1.2.3 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation

and shall be rejected.

E4.3 Evaluation of Responsiveness

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

E4.4 Deleted

E4.5 Evaluation of qualifying conditions

A tender containing any qualification which

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

E4.6 Evaluation of Technical Proposal & other technical data:

E4.6.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. The evaluation shall be based on the documents submitted as per clause C-2.2 & C-2.3 and tender security as per clause C-18.1& 18.2. Tenderer(s) may be asked to make a presentation of their proposal to NMRC team for evaluation

E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.

E4.7 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the Financial Package of such tenderer shall not be opened.

E4.9 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

E4.10 Evaluation of Technical Proposal –

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the bid document, applying to minimum Requirement for

Eligibility as per 1.1.2.2 of NIT.

E4.11 Public Opening of Financial Proposals

Financial Proposals shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidders; and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who met the minimum qualifying mark shall be then opened.

E5. Evaluation of Financial Proposals

E5.1 All technically acceptable and qualified tenders as per E4.10 will be eligible for opening of their financial proposals.

E5.1.1 The evaluation of financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

- a) Arithmetical errors corrected by the Employer
- b) Such other factors of administrative nature as the Employer may consider having potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.1.2 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

E5.1.3 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.4 Evaluation of financial offer will be based on rates/overall amount quoted in the Bill of quantities (BOQ)/Pricing Document. Any alteration in BOQ will not be given any cognizance.

E5.1.5 The Bidder having lowest quoted Financial Proposal will be L1 Bidder.

E5.2 Correction of Errors

E5.2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

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

E5.3 Comparison of Tenders

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

E5.4 If any change in the Employer's Requirements is considered necessary during technical evaluation, the tenderers who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to revise their financial package.

E5.5 For the purpose of comparative evaluation of tenders received, the sum total of following shall be considered: -
The quoted rate by the tenderer for Schedule- 'A, B, and C' in Indian Rupees as per Tender provision.

E5.6 Deleted

E5.7 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E6 Comparison of Bids

E6.1 The Employer shall compare the substantially responsive bids established in accordance with E5 to determine the bid having the lowest quote.

E7 Qualification of the Bidder

E7.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the bid with lowest quote and substantially responsive bid either continues to meet the qualifying criteria specified in the NIT.

E7.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause 1.1.3.2.A's Notes.

E8 Employer's Right to Accept Any Bid, and to Reject Any or All Bids

E8.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

E9. Indigenization

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

F Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has been determined to as L1 Bidder as per paragraph E5, is considered to be acceptable.

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

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

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

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

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

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

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the 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 with in 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 in favour of “Noida Metro Rail Corporation Ltd.”, payable at “Noida/ Greater Noida/ Delhi” from a Scheduled Commercial Bank based in India, or
- b) Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Offices based in India duly pledged in favour of “Noida Metro Rail Corporation Ltd.”, or
- c) 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.

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 is to be submitted by lead member will be accepted.

The Performance Guarantee should be valid for a period of **06 (six) months** beyond the Defect Liability Period according to clause 3.2 of GCC.

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.

F5.4 The Performance Guarantee shall remain valid for the entire period of the Contract including extensions, amendments or variations thereof and shall further remain valid. For a period of six (06) months beyond the date of completion of the Contract. The BG shall also have a claim period of not less than six (06) months from the date of expiry of the PBG, during which NMRC shall be entitled to invoke the same.

Annexure-1

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

S.No.	Designation of Project Personnel	Minimum no. of Project-Personnel required
1	Project Manager	1
2	Engineer- Civil	2
3	Supervisor-Civil	2

NOTES:

- i) The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- ii) The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer.
- iii) These minimum resources are as per the requirements of various activities at different stages of works. All resources need not to be mobilized simultaneously, resources as per the requirement of various stages of works shall be mobilized in accordance with the instructions of the engineer. The decision of the engineer in this regard, shall be final and binding.
- iv) Minimum level of shift in-charge should be engineer with 5 years of field experience in concerned area of activity.

UNDERTAKING:

- i) We confirm to deploy project-personnel required to achieve progress of work as per approved construction work program.

SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

Annexure-2

MINIMUM ORGANISATION STRUCTURE REQUIRED

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

S.No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	Project Manager (Team Leader)	Graduate in Civil Engg. / Diploma in Civil Engg.	Minimum total experience of 10 years for Degree or 12 years for diploma in relevant field.
2	Engineer- Civil	Graduate or Diploma in Civil Engineering	Minimum 05 years for Degree & 07 years for Diploma
3	Supervisor-Civil	Graduate or Diploma in Civil Engineering	Minimum 03 years for Degree & 05 years for Diploma

NOTES:

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



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/2026/460

Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

VOLUME-1

Forms of Tender (FOT)

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

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FORM OF TENDER

Date:

To,

GM/Projects

Noida Metro Rail Corporation Ltd.,

Block-III, 3rd Floor, Ganga Shopping Complex,

Sector-29, Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh, India

NMRC/PROJECTS/2026: Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

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, 4, 5, 6, 7, 8, 9, 10, 11, 11A, 12, 12A, 13, 14, 15, 16, 17, 18, 19, 20, 21, & 22 hereto, we hereby offer for "Contract - Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida." and remedying any defects therein, in conformity with the above documents within the completion period of **04 months** (from the date of commencement of operations) for the sum stated in the BOQ (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 with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the Lowest Quoted Tender (L1) or any tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm

Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Noida will have exclusive jurisdiction in the matter.
8. We acknowledge that the Appendix forms an integral part of the Tender.
9. We understand and agree that liquidated damages will be levied upon us as per rate/amount decided by you for damages likely to be suffered by you in the event of the work not being completed in time.
10. If our Tender is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

We are, Gentlemen,

Yours faithfully,

Signature

Witness:

Date _____

Signature _____

Name _____

Date _____

For and on behalf of _____

Name _____

Address _____

Address _____

Signature:

Witness:

Date _____

Signature _____

Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

Name _____

Date _____

For and on behalf of _____

Name _____

Address _____

Address _____

APPENDIX-1

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

S.No.	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
I	Amount of Tender Security	Clause 1.1.1 of NIT and C18 of ITT	Rs. 2.20 lakhs
II	Amount of Performance Guarantee	Clause F5 of ITT & 4.2 of GCC	5% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC
III	'Date for commencement' of the Works	Clause 3 of the SCC	The date of Commencement shall be the date of Notice to Proceed issued by NMRC.
IV	'Time for completion' of the work from the date of commencement of the work	Clause 3 of the SCC	The whole of the scope of work has to be completed within 04 months .
V	'Duration of Liability' for the whole of the Works (Defect Liability Period)	Clause 12 of GCC & Clause 2 of SCC	06 months reckoned from the date the Stations and viaduct are brought into use for the carriage of the fare-paying public.
VII	Period in which all insurances have to be affected	Clause 36 of GCC	Within 4 weeks from the "date of commencement"
VIII	(a) Contractor's Name and Address	Clause 8 of the SCC	(Tenderer shall furnish the details)

Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

IX	(b) Employer's Name and Address	Clause 8 of the SCC	GM/Projects Noida Metro Rail Corporation Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India
----	---------------------------------	---------------------	--

Date:

..... Signature of authorized Signatory of Tenderer

Place:

FORM OF TENDER - APPENDIX 2

BILL OF QUANTITIES / PRICING DOCUMENT

We _____ (name of the tenderer) hereby undertake that the Bill of Quantities/Pricing Document (Volume 4 of the tender documents) duly completed in all respect has been uploaded by us in Volume 4 (i.e., Pricing Document).

Signature of authorized signatory of Tenderer

FORM OF TENDER - APPENDIX 3

GENERAL INFORMATION ABOUT THE TENDERER

A. TENDERER INFORMATION SHEET	
Tenderer's Legal Name	
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / LLP / Private Limited Company / Public Limited Company (Please tick one)
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication	
Tenderer's authorized signatory (name, designation, address, contact no.)	
Tenderer's authorized representative (name, designation, address, contact no.)	
Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with NMRC related to the tender.	
FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) Authorization/POA in favour of authorized signatory of tenderer to sign the tender Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with NMRC related to the tender.	

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

FORM OF TENDER - APPENDIX 4
STAFFING SCHEDULES AND ORGANISATION CHART

We hereby confirm to deploy the manpower required for the tender.

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

The Tenderer shall provide a complete Staffing Schedule and Organization Chart he proposes for the work which has to satisfy the above requirement.

FORM OF TENDER - APPENDIX 5

TENDER INDEX

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

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

FORM OF TENDER - APPENDIX 6
(As Per A4.4 of ITT)

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.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

FORM OF TENDER - APPENDIX 7
(As Per A4.6 of ITT)

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 non-performance.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

FORM OF TENDER - APPENDIX 8

COPYRIGHT UNDERTAKING

Date

To,

Executive Director,
Noida Metro Rail Corporation
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India

LETTER OF UNDERTAKING

NMRC/Projects/2026/ : Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

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.

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

Signed.....

For and on behalf of

(Name of tender)

FORM OF TENDER – APPENDIX 9

Financial DATA

Applicant’s legal name Date

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 construction 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. 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.
2. Historic financial statements must be complete, including all notes to the financial statements.
3. Return on Equity = Net Income / Shareholders Equity, Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.
4. This **Appendix-09** of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number and Firm Registration Number along with UDIN number.
5. The Years mentioned in the table are indicative only. Financial Data for latest last 5 (Five) audited financial years shall be considered for evaluation.

FORM OF TENDER –APPENDIX 10
[As per clause E4.2]

WORKS IN HAND

(AS ON FIRST DAY OF THE MONTH OF TENDER SUBMISSION)

Applicant's legal name **Date.....**

(All amounts in Rupees in Crores)

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant (s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on the last day of the previous month of last date of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next 04 months with effect from the first day of the month of Last date of Tender submission
TOTAL							

Note:

The above Annexure shall be certified by Chartered Accountant in original under his signature, stamp, membership number,

FORM OF TENDER APPENDIX 11
WORK EXPERIENCE

Applicant's legal name **Date.....**

For works as stipulated under clause no. 1.1.3.2 of NIT (considering escalation as per Clause 1.1.3.2 of Notes Bullet no.3 of NIT)

Specific Construction Experience		
Similar Contract Number _____ of _____ required		
Contract Identification		
Award date		
Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member/sub-contractor)	Individual	JV/Consortium Member
Completion Cost		
If JV member specify percentage participation in contract & amount (Please refer Note-1 below)		

1.1 NOTE:

1. Only the value of contract as executed by the tenderer/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.

FORM OF TENDER - APPENDIX -11A
Summary of Information provided in
Appendix 11

Applicant's legal name..... Date.....

Name of Applicant (each member in case of group)	Total Number of works As per clause no. 1.1.2.2 A of NIT at the price level of as on the last day of the previous month of last date of tender submission	No. of contracts delayed, i.e., completed beyond the original date of completion

NOTE:

1. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.

FORM OF TENDER - APPENDIX 12
(Undertaking as per clause 1.1.2.1 v(a) & v(b) of NIT)

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER- Appendix- 12A

(Undertaking as per clause 1.1.2.1v(c) of NIT)

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

Applicant's legal name **Date.....**

S.N.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor	Performance of work.	Performance based on
				* Satisfactory/ Unsatisfactory	*Client's certificate/ Undertaking by tenderer
1					
2					
Add required number of rows					

* Strikethrough whichever is not applicable.

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

Note:

- a) The tenderer may either submit satisfactory performance Certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance Certificate from Client

Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.

/ Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) below.

- b) If the tenderer has reported four or less number of works in the Appendix 17A then there should not be any unsatisfactory performance in any of the works of tenderer. Otherwise, the tenderer shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer in more than 20% of the works reported in the Appendix 17A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
- c) If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as "fraudulent Practice" under Clause 4.33 of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33 of GCC.
- e) The undertaking shall be signed by authorized signatory of the tenderer

Stamp & Signature of Authorized Signatory

Example:

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

FORM OF TENDER - Appendix- 13
(Undertaking as per clause 1.1.2.1v (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).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER - Appendix- 14
(Undertaking as per clause 1.1.2.1.v (e) of NIT)
(UNDERTAKING FOR FINANCIAL STABILITY)

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

.....

FORM OF TENDER-Appendix- 15
UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents / addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <http://etender.up.nic.in>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal <http://etender.up.nic.in>. We confirm that we have considered for these in our tender submission and our financial bid. We confirm our unconditional acceptance to all the terms and conditions of tender document.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER- APPENDIX 16
FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER
ALONG WITH THE TENDER DOCUMENTS

I..... (*Name and Designation*) ** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of _____ (NMRC)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
4. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
5. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
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.
8. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

FORM OF TENDER- APPENDIX 17
(Undertaking as per Clause 1.1.2.1 (vi) of NIT)

We hereby jointly and severally certify in accordance with Clause '9.a' of the Order no. P-45021/2/2017- PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 16.09.2020, that the item(s) offered meets the minimum local content of 80% / 20% and we meet the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier' (strike-through whichever is not applicable). The details including name of vendor and location at which the local value addition is made is enclosed as Appendix-18 of FOT.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under GCC clause 4.33 of this tender for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in NIT.
2. The undertaking shall be signed by authorized signatory of the tenderer.

FORM OF TENDER- Appendix- 18

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

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER – APPENDIX 19
Saleable Form for Tender Document

Job No.

The required fee often deform has been deposited in _____ Bank A/c No.

_____ DD/RTGS/NEFT and the copy of UTR receipt with Transaction Id is being enclosed with tender documents. If the copy of UTR receipt is not submitted with the tender, the tender shall be rejected.

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No.

_____ DD/RTGS/NEFT and the copy of UTR receipt with transaction Id is being enclosed with tender documents. If the copy of UTR receipt is not submitted with the tender, the tender shall be rejected.

BIDDER

FORM OF TENDER- Appendix-20
Details of Bank Account for refund of Tender Security/EMD

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

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

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

Note:

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

FORM OF TENDER – APPENDIX 21
[As per clause C8]

TENTATIVE PROJECT IMPLEMENTATION PROGRAMME
To be submitted by the tenderer as per clause C8 of ITT

FORM OF TENDER – APPENDIX 22
Undertaking pertaining to Personnel

- We confirm to deploy Project Personnel required to achieve progress of work as per approved construction of work program and conditions mentioned in the tender document.
- We confirm to deploy manpower requirement of SHE Organization as required under Conditions of contract on Safety and Health for “Civil Construction/ Civil maintenance works of building/ structures including E&M works” and confirm to deploy manpower over and above the minimum numbers, if the work requires.

Date:

Signature with Stamp/Seal