

ADDENDUM No 1**Date: 07.10.2026**

Tender name: Supply of PAC Items of IXL (Interlocking) & CBTC (Computer Based Train Control) Sub-system.
Tender No: NMRC/DCOS/Sig./2026/11

<u>S.No</u>	<u>Clause No</u>	<u>Addendum/Amendments to the bid document</u>	<u>Added/Revision</u>
1	Point No. 1.1.2 (b) of NIT	Added for Bidder's Competence and Capability basic Criteria, Similar Work, MSE'S EMD Exemption clause	Annexure A
2	Clause 4.5 Eligibility Criteria	Clause added for Bidder's Competence and Capability basic Criteria, Similar Work	Annexure B
3	Clause 4.6 PBG/Security Deposit	Clause added for the submission of Performance Bank Guarantee (PBG). The successful bidder shall submit a Performance Bank Guarantee (PBG) of 5% of the contract value, in the form of a Bank Guarantee or NEFT/RTGS issued by a scheduled bank in favour of NMRC, within 30 days of NOA	Annexure C
4	Form 8	Added Form 8: Work Experience	Annexure D
5	Form 9	Added Form 9: Capability Statement	Annexure E
6	Form 10	Added Form 10: Financial Capability Details	Annexure F
7	Form 11	Added Form 11: Performa of performance security/Bank Guarantee by Bank	Annexure G
8	Form 12	Revised : Bid Details	Annexure H

The Addendum forms the part of the tender document (Technical Bid) and is required to be signed and sealed by the bidder while submitting the bids to NMRC.

Noida Metro Rail Corporation limited.

NIT

Point No. 1.1.2 (b)

Note: (i) Tender Cost and Tender Security (EMD) is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for all categories and have valid registration certificate as on date of tender submission. Only those MSEs will be eligible for Tender cost and Tender Security exemption which are having valid registration.

The Tenderer's seeking exemption from Tender Cost and Tender Security', being MSEs, shall ensure their eligibility and submit registration certificate issued by the body under which they are registered along with Terminal Validity of registration.

In absence of above requirements no exemption for Tender cost and Tender security will be allowed and their bid will be rejected and not evaluated further without the Tender cost and EMD.

No further clarification shall be sought on the above.

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

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

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of NOA/annulment of award of contract as the case may be.

Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ Tender Security.

Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

Eligibility Criteria

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

- a) Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company can submit the Bid. The firms and the companies should be registered in India.
- b) The Bidder should have completed in India during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
 - I. One order of similar nature of value not less than Rs. 3.22 Crore (Rupees Three Crore Twenty Two Lakh only) or
 - II. Two orders of similar nature of value not less than Rs 2.01 Crore (Rupees Two Crore One Lakh Only) each or

III. Three orders of similar nature of value not less than Rs 1.61 Crore (Rupees One Crore Sixty One Lakh Only) each.

Definition of Similar Work: Works involving supply of Signalling equipment & accessories in Railways or Metro Rail Projects or Departments of Centre/ State Governments or Centre/State PSE's either in India or Internationally.

- c) Bidders are required to enclose copies of the work orders and work completion certificate in support of the same with the Technical-Bid. Work completion certificate must clearly indicate the nature/scope of work, actual completion cost and actual date of completion for such work. Without proper and valid certificates from the Employers, bid will be rejected.
- d) The Bidder should have average annual turnover of 3.22 Crore (Rupees Three Crore Twenty Two Lakh only) in the last 5 (Five) audited Financial Years (2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025) preceding the Bid Due Date.
- e) Profit before tax should be positive in at least 2 (Two) year; out of the last 5 (Five) audited financial years ended on 31st March 2025.
- f) The Bidder or its owners/partners have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and court of law and contracts have been terminated/ foreclosed by any company/department due to non-fulfilment of Contractual obligation in last 5 (five) financial years.
- g) The Bidder should be registered with the Goods and Services Tax Authority.
- h) Working capital/Net cash flow (Current asset minus current liabilities should be greater than Rs. 57.44 Lakhs (Fifty Seven Lakhs Forty Four Only) in the last audited F.Y.
- i) Net worth should be greater than Rs. 80.42 Lakhs (Rupees Eighty Lakh and Forty Two Thousand only) in the last audited F.Y.

RFP

4.5 Eligibility Criteria

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- i) Net worth should be greater than Rs. 80.42 Lakhs (Rupees Eighty Lakh and Forty Two Thousand only) in the last audited F.Y.

The Bidder shall also furnish the following documentary proof:

- a. For above criteria 4.5a
 - i. Registration certificate of the firm/ Partnership deed/ certificate of incorporation/affidavit for sole proprietorship, etc.
- b. For above criteria 4.5b & c.
 - i. Form 3: Work Experience with documentary evidence
- c. For above criteria 4.5d & e
 - i. Form 10: Financial Capability Details
 - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 5 (Five) financial years (FY 2020-2021, 2021-2022, 2022-23, 2023-24, 2024-25).
 - iii. Self-attested copy of PAN, ITR (For last 3 audited FY's) ending on 31st March, 2025.
- d. For above criteria 4.5 g.
 - i. Copy of GST registration certificate
- e. For above criteria 4.15 f
 - i. Form 6: Undertaking.

4.5 (I) Bid Capacity Criteria

The Bidders will be qualified only if their available bid capacity is more than the approximate cost of work as per RFP (Refer Form 7: Bid Capacity Information). 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 works executed in any one year during the last five financial years (updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of the work for which bid is invited

B = Value of existing commitments (as on the last day of the previous month of tender submission) for on-going works during period of 36 months w.e.f. from the first day of the month of tender submission.

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 % is not provided, equal participation will be assumed.

The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated above, shall not be considered for further evaluation and therefore rejected.

4.6 Performance Bank Guarantee / Security Deposit

- 4.6.1 To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the “Contractor”) shall deposit 5% of the Contract Price in form of NEFT/RTGS, unconditional and irrevocable Bank Guarantee bond as per Form-11 of this RFP, Preferably issued by a scheduled bank of Delhi-NCR in favor of Noida Metro Rail Corporation Limited and mandatorily encashable in Delhi NCR, PBG shall remain valid and enforceable throughout the entire period of the contract , Including any extensions, amendments defect liability period , warranty or any other alteration to the contract .the PBG shall have a claim period of not less than Six (6) months from the date of expiry of the PBG , During which NMRC shall have the unconditional and irrevocable right to invoke and realize the PBG in whole or in part , without prior notice to the contractor. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months or such increased period as well the performance guarantee shall be extended or renewed in advance before expiry of existing guarantee. Failure to submit the PBG within 30 days from the date of acceptance of Purchase order/ NOA, a penal interest of 15% per annum shall be charged for the period i.e. from date of acceptance of NOA to the date of submission of PBG. In case Contractor fails to submit the PBG beyond 60 days from the date of acceptance to Purchase order/ NOA, the contract shall be annulled duly forfeiting Tender security and other dues. In case of any extension is sought for PBG, extension will be only after approval from NMRC.
- 4.6.2 It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly. However same PBG will hold good for any variation up of 25% of original contract.
- 4.6.3 A contract agreement will have to be signed by the contractor at his cost on proper stamp paper. Without performance guarantee by contractor, contract agreement shall not be signed.
- 4.6.4 The Bank guarantee must be issued by a bank branch located in Delhi/NCR, Noida and Greater Noida region only. The performance bank guarantee shall be extended and renewed in advance before expiry of existing guarantee.
- 4.6.5 NMRC reserves the right for deduction of NMRC dues from Contractor’s Performance Bank Guarantee/ Security Deposit (interest free) for –
- 4.6.5.1 Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - 4.6.5.2 Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - 4.6.5.3 Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
 - 4.6.5.4 Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.

4.6.6 Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

4.6.7 It shall be ensured by the bidder that the performance security can be invoked and encashed through issuing bank or issue banks branch or office located in the Delhi/NCR Noida or Greater Noida Region.

4.6.8 Penalty

- (i) A contract agreement will have to be signed by the contractor at his cost on proper stamp paper. Without performance guarantee by contractor, contract agreement shall not be signed.
- (ii) NMRC reserves the right for deduction of NMRC dues from contractor's Performance Bank Guarantee/Security Deposit/Submitted Bills (Interest fee) for-
 - (a) Any Penalty imposed by NMRC for violation of any terms and conditions of the agreement committed by the contractor.
 - (b) Any amount which NMRC becomes liable to the government/Third party due to any default of the contractor or any of his director/employees/representatives/servant/agent, etc.
 - (c) Any Payment/fine made under the order/judgment of any court/consumer forum or law enforcing contractor or any person duly empowered in his behalf.
 - (d) Any outstanding payment/claims of NMRC remained due after completion of relevant actions as per agreement.

4.6.9 Liquidated Damages: If the contractor fails to deliver/commission/install any or all of the Goods/Services within the original/fixed period(s) as specified in the purchase order, the NMRC will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value per week or part of the week of delayed period as pre estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

Form 8: Work Experience

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

S.No.	Similar Contract description	Contract Identification Number	Award date & Completion date	Employer's Name, address, telephone number, mail etc	Role in contract		If in JV/consortium then % participation	Completion cost	Value of similar work in completed work
					Individual	JV/Consortium			
1									
2									
3									
4									
	Add required number of rows								

Authorized signatory

Name:

Date:

Name of the Bidder with seal

NOTE:

- Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence (Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered) which clearly mentioned the amount for the "Supply of PAC Items of IXL (Interlocking) & CBTC (Computer Based Train Control) Sub-System."
- The bidder shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of

quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.

3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
5. If the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered. This is to be substantiated with documentary evidence.
6. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the bidder in support of work experience along-with their tender submissions.

Form 9: Capability Statement

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

Tender Reference No: _____

Name of Work: _____

Name of _____ Bidder:

Sr.No.	<u>ELIGIBILITY CRITERIA</u>	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	
2	The Bidder should have a minimum experience of having satisfactorily completed in India during last 7 years period ending last day of month previous to the one in which the bids are invited should be either of the following: i. One order of similar nature of value not less than Rs. 3.22 Crore (Rupees Three Crore Twenty Two Lakh only) or ii. Two orders of similar nature of value not less than Rs 2.01 Crore (Rupees Two Crore One Lakh Only) each or iii. Three orders of similar nature of value not less than Rs. 1.61 Crore (Rupees One Crore Sixty One Lakh Only) each.	7 years

S. No.	ELIGIBILITY CRITERIA				(To be filled by the Bidder)
3	The Bidder should have minimum Average Annual Turnover of .Rs. Rs. 3.22 Crore /-(Rs. Three Crore Twenty Two Lakh Only) in the last 5 (five) Financial Years(,2020-21, 2021-22, 2022-23, 2023-24, 2024-25) preceding the Bid Due Date.	FY 2024-25			
		FY 2023-24			
		FY 2022-23			
		FY 2021-22			
		FY 2020-21			
		Total			
4	The Bidder should have minimum Net Worth of. Rs. 80.42 (Rupees Eighty Lakh Forty Two Thousand only) in the last audited F.Y.	FY 2024-25			
5	The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 5 (Five) Financial Years(,2020-21, 2021-22, 2022-23, 2023-24, 2024-25)	FY 2024-25			
		FY 2023-24			
		FY 2022-23			
		FY 2021-22			
		FY 2020-21			
		Total			
6	The Bidder should be registered with the Goods and Services Tax Authorities.				
7	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and court of law and contracts have been terminated/ foreclosed by any company/department due to non-fulfilment of Contractual obligation In last 5 (five) financial years preceding the bid due date.				
8	The bidder should have minimum working capital/ net cash flow current assets- current liabilities Rs. 57.44 Lakh (Fifty Seven Lakh and Forty Four Thousand in the last audited F.Y.				

Form 10: Financial Capability Details

This is to certify that the Average Annual Turnover, Profitability, Net Worth and working Capital of M/s

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

A. Average Annual Turnover

S. No.	Financial year	Name of the Bidder	Turnover
1.	2024-25		
2.	2023-24		
3.	2022-23		
4.	2021-22		
5.	2020-21		
	Average Annual Turnover		

B. Profit before Tax

S. No.	Financial Year	Name of Bidder	Profitability
1.	2024-25		
2.	2023-24		
3.	2022-23		
4	2021-22		
5	2020-21		

C. Working Capital

S. No.	Financial year	Name of the Bidder	Working Capital
1.	2024-25		
2.	2023-24		

3.	2022-23		
4.	2021-22		
5.	2020-21		

D. Net worth

S. No.	Financial year	Name of the Bidder	Net Worth
1	2024-25		
2.	2023-24		
3.	2022-23		
4.	2021-22		
5.	2020-21		

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of_(Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 is correct.

Signature and Seal of
Chartered Accountants/Statutory Auditors (with membership No.& UDIN)

Authorized Signatory

(Name & Designation of Authorized Signatory)

Undertaking

NOTE:

1. All such documents reflect the financial data of the bidder and not that of sister or parent company.
2. The financial data in above prescribed format shall be certified by CA/ Company Auditor under his signature and stamp in original along with membership no. and UDIN.
3. The Bidder shall provide the audited annual financial statements as required.
4. The details furnished in form-5 (Financial Capability) should be consistent with and duly reconcile with the corresponding figures reflected in balance sheet and profit & loss account. Further the details verified through the UDIN should also in conformity with the financial statements and should provide clear year wise details for the relevant financial years.

Form 11: Performa of performance security/Bank Guarantee by Bank

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this..... day of(month & year) between Bank of..... (Hereinafter called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Noida Metro Rail Corporation limited has awarded the contract for (name of Work) (hereinafter called "the contract") to M/s..... (Name of the Contractor)....hereinafter called "the Contractor".
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹ (Amount in figures and words).
4. Now we the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will Guarantee the Employer the full amount of ₹ (Amount in Figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This BG shall be unconditional & valid as per RFP Clause 4.4. BG should have below mentioned summary page-

1.	e-stamp Payment certificate ID
2.	e-stamp issuance date
3.	State of Execution
4.	Article No./ Article ID
5.	BG Amount

6.	Amount of stamp duty paid & paid by
7.	Issuing Bank Branch
8.	BG No.
9.	BG beneficiary
10.	BG en cashable at
11.	BG Claim Expiry date
12.	BG expiry date.

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no changes, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rs)
 - (b) This Bank Guarantee shall be valid up to
 - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

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

For and on behalf of the

Ba

nk. Signature of authorized Bank official

Name:

Designation:

I.D. No. :

Stamp/Seal of the Bank:

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

In the presence of:

Witness 1.

Witness 2.

Signature Signature

Name

Name

Address

Address

Notes:

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

Form 12: Bid Details

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Memorandum		
6	Form 4: Undertaking		
7	Form 5: Saleable form for Tender Document		
8	Form 6: Bid offer/BOQ Format		
9	Form 7: Bid Details		
10	Form 8: Work Experience		
11	Form 9: Capability Statement		
12	Form 10 : Financial Capability Details		
13	Form 11: Performance Bank Guarantee by Bank.		
14	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, Affidavit for sole proprietor etc.		
15	Self-attested copy of PAN, ITR for FY 2022-23, FY 2023-24 and FY 2024-25.		
12	Self-attested copy of NIT & RFP.		
13	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Bidder considers relevant		

