

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

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**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

## **NOTICE INVITING TENDER (NIT)**

### **1.1 GENERAL**

#### **1.1.1 Name of Work:**

Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd., invites open tenders on Local Competitive basis from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.4 of NIT, for the work of UP Metro Rail Project, **"Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 02 (two) Years Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02"**.

The brief scope of the work and site information is provided in ITT Clause A1 (Volume-1) & Employer's Requirements (Volume-3)

#### **1.1.2 Key details:**

Approximate cost of work (NIT Value)	<b>Rs. 109.59 Crore</b>
Tender Reference	<b>LKE (02)-02</b>
Tender Security /EMD	<p><b>Rs. 2.19 Crore</b></p> <p>The instrument type for payment of tender security/ EMD shall be Demand Draft, Bank Guarantee, RTGS, NEFT &amp; IMPS. No other mode of payment will be accepted.</p> <p>(i) Payment of tender Security as per clause C 18.1.2 (i) of ITT is to be made by RTGS, NEFT &amp; IMPS. The details of bank account of UPMRC are mentioned in succeeding para. The bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating <b>UTR No. &amp; tender reference</b> must be entered in the remarks at the time of online transaction of payment) in online bid submission, failing which payment may not be considered. (Copy of GST registration no. to be provided along with Tender security/EMD).</p> <p>(ii) Payment of tender security as per clause C 18.1.2 (ii) of ITT is to be made by BG/FDR/Demand Draft. BG/FDR/Demand Draft shall be submitted in original in a sealed envelope in the office of GM/Electrical within due date and time of submission end date of tender.</p>

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

	Validity of Tender Security in case of BG shall remain valid for a period of 45 days beyond the final bid validity period. Further claim period of BG shall be 6 months beyond the expiry date of BG.
Completion period of the Work	<b>182 Weeks</b>
Tender documents on sale	From <b>12.05.2026 (from 11:00 hrs) to 25.06.2026</b> (upto 15:00 hrs) on e-tendering website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> . Tender document can only be obtained on the website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> .
Cost of Tender documents	<b>Rs. 23,600/-</b> (inclusive of 18% GST) (Non- Refundable) (Payment of tender document cost / tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of employer are mentioned in succeeding para. The tenderers are required to upload scanned copies of transaction of payment of tender document cost / tender fee including e-receipt (clearly indicating <b>UTR No. and tender reference</b> must be entered in remarks at the time of online transaction of payment) failing which payment may not be considered at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost, if applicable)
Details of Bank Account for payment of Tender Security/EMD and cost of tender document	<b>Name of the Bank - HDFC Bank</b> <b>Banks Address -</b> HDFC Bank Ltd, 6, Sapru Marg, Hazaratganj, Lucknow. <b>Account Name -</b> UPMRCL <b>Account No. –</b> 50100301966502 <b>IFSC code -</b> HDFC0001267
Last date of Seeking Clarification	01.06.2026 upto 15:00 hrs Tenderers to note that seeking clarification on the tender shall be done by sending it on e-tendering portal only. Seeking clarification by mail or post will not be considered. Queries/clarifications from Tenderers after due date and time shall not be acknowledged.

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

Pre-bid Meeting	02.06.2026@ 15:30 Hrs  The Pre-bid meeting shall be conducted through video conferencing by software apps such as Google Meet, Microsoft Team etc. All prospective bidders who have made online payment towards the cost of tender document shall provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting to the registered official email of Employer i.e. <a href="mailto:systems.tender.upmrc@gmail.com">systems.tender.upmrc@gmail.com</a> along with scanned copy of transaction of payment of tender cost / tender fee, including e-receipt (clearly indicating <b>UTR No. and tender reference</b> , so that links having details such as software, meeting ID, password etc. can be mailed to these persons at least 12 hours before the scheduled pre- bid meeting.
Date & time of Submission of Tender online	Tender Submission Start Date: 12.06.2026 (11:00 hrs) Tender Submission End Date: 25.06.2026 (15:00 hrs)
Date & time of Opening of Tender	26.06.2026 @ 15:00 Hrs.
Authority and place for submission of Tender Document cost, Pre-bid Meeting and seeking clarifications	<b>General Manager/Electrical,</b> Uttar Pradesh Metro Rail Corporation Limited, Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India Telephone- 0522-2304015 E-mail: <a href="mailto:systems.tender.upmrc@gmail.com">systems.tender.upmrc@gmail.com</a> <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> .

Any clarification/corrigendum/addendum to the tender documents shall be uploaded on the official e-portal only, without any obligation of press notification.

For further details, please visit official e-portal <https://etenders.gov.in/eprocure/app>.

For any additional information & help for downloading & uploading, please contact e-tendering service desk at the following ID: support-eproc@nic.in or at Toll Free No.: (91)120-4001002, (91)120-4001005, (91)120-6277787.

### **1.1.3 Not Used**

### **1.1.4 PRE QUALIFICATION CRITERIA:**

#### **1.1.4.1 Eligible Applicants:**

- (i) The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations) who meet requisite eligibility criteria prescribed in the sub-clauses of clause 1.1.4 of NIT. In that case of a JV/Consortium: all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and the JV/Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/ Consortium during the tendering process and, in the event the JV/Consortium is awarded the Contract, during contract execution.

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e. Partial Termination of the contract. In case of partial termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV, may be completed by other member(s) of JV in the following manner:

- At their own, if they have adequate technical competence to the satisfaction of Employer.
- By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the defaulting member(s) & without any financial implication to the Employer. The new member(s) shall be jointly & severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance security of defaulting member.

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

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

**In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format Appendix-6A of Form of Tender.**

- (ii) (a) A non-Indian bidder (not restricted as defined in Clause 1.4.1 xii below) is permitted to tender only in a joint venture or consortium arrangement with Indian contractor, or their wholly owned Indian subsidiary registered in India under Companies Act 2013. In such JV/Consortium, Indian contractor or Indian subsidiary (owned by foreign bidder) shall have

minimum 74% participation and non-Indian bidder shall have maximum 26% participation.

(b) Tenderer shall submit only one tender in the same tendering process, either individually as a Tenderer or as a partner of a JV/ Consortium. A Tenderer who submits or participates in, more than one tender will cause all of the proposals in which the Tenderer has participated to be disqualified. No Tenderer can be a subcontractor while submitting a tender individually or as partner of a JV/ Consortium in the same tendering process. A Tenderer, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity.

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

- a) A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project;
- b) A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
- c) A tenderer and all partners constituting the Tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

(iv) The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.

(v)

- a. UPMRC/ Any Other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission end date. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
- b. Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by UPMRC/ 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 end date) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
- c. The overall performance of the tenderer (all members in case of JV/consortium separately) shall be examined for all the ongoing Lifts & Escalator works awarded by UPMRC/ any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed Lift & Escalator works awarded by UPMRC/ any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission end date), of value more than 40% of NIT cost of work, executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-19A** 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 (for 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 of **Appendix-19A**. 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 on-going works. **In case the tenderer does not have any work falling in above criteria, his performance will not be judged unsatisfactory.**

- d. Tenderer (including any member in case of JV/consortium) for the works awarded by UPMRC/ any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Lift & Escalator works of value more than 10% of NIT cost of work, during last three years (from the last day of the previous month of tender submission end date). The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.
- e. Tenderer (any member in case of JV/Consortium) must not have suffered bankruptcy/insolvency during the last five (5) years (from the last day of previous month of tender submission end date). The tenderer should submit undertaking to this effect in **Appendix – 21** of Form of Tender.
- f. The tenderer (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the tenderer's net worth (each individual member separately in case of JV/Consortium). The tenderer (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer (each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in **Appendix-22** of Form of Tender. The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by the client/employer against the tenderer. The amount of disputes shall also comprise of all the claim amount and also all counter-claim amount in such arbitration/court cases.
- g. If the Tenderer or any of the constituent JV/Consortium member(s) does not meet the criteria stated in the **Appendix-19 or Appendix-19A or Appendix-20, or Appendix-21 or Appendix-22 (pending litigation criteria as per Clause 1.4.1 v(f))**, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.4.1 of NIT.
- vi. If there is any misrepresentation of facts with regards to undertaking submitted vide **Appendix- 19**, or performance in any of the works reported in the **Appendix 19A**, or undertaking submitted vide **Appendix-20 or Appendix-21** or information submitted in **Appendix-22**, the same will be considered as "fraudulent practice" under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) & 13.2.1 of GCC.
- vii. **NON-SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM**

Tenderer to note that not more than two parties have been allowed to participate in JV. All

Partner must have a minimum 26% participation in the JV/Consortium. Any partner can be lead partner. Substantial Partner should have at least 26% participation, otherwise they will be termed as non-substantial partner and will not be considered for evaluation, which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.

In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each partner particularly with reference to financial, technical and other obligations in the JV agreement/MOU submitted vide foot note (d) of **Appendix 6 of Form of Tender**, providing clearly that any abrogation /subsequent re-assignment of any responsibility by any partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.

**Note:** - The MOU may stipulate mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided, these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

In case, it comes to notice of UPMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/ agreement or made any other arrangement in to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which every constituent of the JV/Consortia is liable to be debarred for a period upto three years along with such other legal actions as may be permissible under the law. The JV/Consortium members shall submit undertaking to this effect in **Appendix-6 A of Form of Tender**.

The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in UPMRC or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.

#### **Participation by Subsidiary Company / Parent Company with credential of other Company**

- a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies.
- b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies.

- viii. A Tenderer and all partners constituting the Tenderer shall confirm Non-performance of a contract did not occur within the last two (2) years prior to the deadline for application
- LKE (02)-02/NIT



submission based on all information on fully settled disputes or litigation (as per Annexure-7 of NIT). A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Applicant have been exhausted.

(ix) GOI Guidelines/Orders to be followed: -

- 1) The Tenderer should supply at least 60% of Plant, Materials and Services from Indian sources as per Ministry of Housing and Urban Affairs (Govt. of India) guidelines No. K-14011/08/2017/MRTS-Coord dtd: 14.10.2020 & F.No.K-14011/10/2019-UT-V dtd: 01.01.2021 regarding minimum local content in procurement of Metro Rail Systems. Declaration for Minimum Local Content to be given by tenderer as per Annexure-4A of NIT.
- 2) Public Procurement Order 2017 including its amendments.

**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. Minimum local content shall be 60% for the subject tender.
- (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) or as per latest guidelines of GoI. Minimum local content shall be 60% for the subject tender.
- (iii) 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.

**b. Deleted**

**c. Deleted**

**d. Minimum local content and verification of local content:**

- i. The 'Class-I 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', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I 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.

- iii. 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.
- iv. 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).

(x) Tenderer and all of its associates (if any) and all the members of the "Group" in case of joint venture will be required to confirm and declare in the Tender submittal they have not engaged in any fraudulent and corrupt practice as defined in Sub-Clause 4.33 of the General Conditions of Contract 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. Tenderers and all of its associates (if any) and all the members in case of Joint Venture are required as a condition of admission to eligibility, to execute and attach:

- (i) a Covenant of Integrity in the form indicated in Annexure 9 of ITT and

**(xi) Deleted**

**(xii) Restriction of Bidders from Countries sharing Land Borders with India as per Ministry of Finance order (Public Procurement No. 1) F.No.6/18/2019-PPD dated 23.07.2020 or its amendments.**

Any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority".

**Certificate of Compliance**

An undertaking shall be taken from bidders as per Appendix-23 of FOT, certifying that the bidders fulfil all the requirements contained in the aforesaid clause.

**Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India"**

"Bidder" (including the term 'tenderer', 'consultant' vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

**"Bidder from a country which shares a land border with India"** means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**"Beneficial owner"** will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

**Explanation—**

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (i) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owners) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**"Agent"** is a person employed to do any act for another, or to represent another in dealings with third persons.

(vi) Contractor shall ensure the compliance of Make in India guidelines issued by government authorities from time to time.

(vii) A bidder is permitted to procure raw material, components, subassemblies etc., from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "Sub-contracting".

(viii) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

(xiii) Any latest guidelines/instructions/order regarding restrictions of bidder(s) on ground of national security issued by Government of India from time to time shall be applicable.

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**1.1.4.2 Minimum Eligibility Criteria:**

<b>A. Work Experience:</b> The tenderers will be qualified only if they satisfy the criteria as given below: <b>Eligibility and Qualification Criteria</b>			<b>Compliance Requirements</b>			
<b>No.</b>	<b>Factor</b>	<b>Requirement</b>	<b>Single Firm</b>	<b>Joint Venture (extended or intended)</b>		
				<b>All Members Combined</b>	<b>Each Member</b>	<b>One Member</b>
1.1.4.2 (A1)	General Experience	Continuous experience in plant and installation services of Electrical Contracts <sup>(ix)</sup> in the role of prime contractor <sup>(i)</sup> (single firm or JV member) or subcontractor during last seven years ending last day of month previous to month of the tender submission end date.	Must meet requirement	N/A	Must meet requirement	N/A
1.1.4.2 (A2)	Specific Experience	<p>A minimum number of similar Contracts that have been satisfactorily and substantially<sup>(iv)</sup> completed as a prime contractor (single entity or JV member) or Subcontractor during last seven years ending last day of month previous to month of the tender submission end date as follows:</p> <p>(i) At least One "Similar Work"* of</p>	Must meet requirement	Must meet requirement (v)	Must have experience of executing at least one similar work of value minimum INR 43.84 Cr or more	N/A

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

		<p>value of INR 87.67 Crores or more</p> <p>OR</p> <p>(ii) Two "Similar Work"* each of value of INR 54.80 Crores or more.</p> <p>OR</p> <p>(iii) Three "Similar Work"* each of value of INR 43.84 Crores or more</p> <p>*"Similar works" for this contract shall be the work of "Design, Manufacture, Supply, Installation, Testing and Commissioning of Machine Room Less Elevators or Heavy-Duty Escalators used in Mass Rapid Transit System (Metro Station(s)/ Railway Station(s) / Airport(s) / Sub-Urban Railway(s)".</p>				
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### **Notes for the Bidders**

- i. The tenderer shall submit details of work executed by them in the Proforma of **Annexure-1 & 1 A of NIT** for the works to be considered for qualification of work experience criteria. Prime contractor shall mean a bidder who has executed the works in the capacity of Contractor (and not in the capacity of Project Implementing Agency/ Project Executing Agency/ Employer/ Project Management Consultant (PMC) as defined **Clause 3.1.3 (1) of Manual for Procurement of Works, Second Edition, 2025 issued by Department of Expenditure, Ministry of Finance, GoI**). Bidders should also specifically take note of clause no 4.5 of SCC.
- ii. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.
- iii. If 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.
- iv. In addition to fully completed works, value of successfully commissioned & completed portion of any ongoing work up to last day of the month previous to the month of bid submission will also be considered for qualification of work experience criteria 1.4.1.2. For such ongoing works, bidder need to submit client certificate wherein the value of commissioned portion of

the works needs to be clearly identified and mentioned along with relevant details. (Work which is not commissioned shall not be considered)

For fully completed works only, value of work done shall be updated from actual date of completion of work as mentioned in client certificate to last day of the month previous to the month of bid submission assuming 5%(simple) per year inflation for Indian Rupees compounded yearly and 2%(simple) per year for foreign currency portions compounded yearly. The exchange rate of foreign currency shall be applicable 28 days before the submission end date of tender.

- v. In case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value equal or more than the minimum value required, shall be aggregated.
- vi. For contracts under which the Bidder participated as a JV member or subcontractor, only the Bidder's share, by value and role, shall be considered to meet this requirement.
- vii. Documentary proof of completion certificates from client clearly indicating the nature/scope of work, actual completion cost, amount of work done in respect of the "similar work", percentage share of each member in JV/Consortium (if applicable) and actual date of completion for works to be considered for qualification of work experience 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 documents, copy of work order, bill of quantities, bill wise details of payment received certified by Chartered Accountant (CA), TDS certificates /26AS for all payments received and copy of final/last bill paid by the client shall also be submitted.
- viii. In case of Joint venture / consortium, full value of the work, if done by the same joint venture shall be considered. 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.
- ix. For clause 1.4.1.2 (General experience) "Electrical Contract" will imply the work comprising of Supply, Installation, Testing and Commissioning of any of the works executed like Electrical Power Supply (LT side), Elevators Works, Escalators/Travellator Works.'
- x. After opening of bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder 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 shall be taken as deemed fit.**
- xi. **A JV /Consortium member can participate in only one of the bidding JV/ Consortium.**
- xii. The Joint venture/Consortium agreement must contain a clause **stating "All the partners are jointly and severally liable to UPMRC"**

**B. Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below:

- (i) **T1 – Liquidity:** The tenderer must have liquidity of at least **Rs. 4.47 Crores.**
  - a) The liquidity shall be ascertained from Net Working Capital {Current Assets – (current liabilities + provisions)} as per latest audited balance sheet and/or from the Banking reference(s).
  - b) Banking reference(s) should contain in clear terms the amount that the Bank will be in a position to lend for this work to the applicant/ member of the Joint Venture/Consortium. In case the Net Working Capital (as seen from the Balance Sheet) is negative, only the Banking reference(s) will be considered, otherwise the

aggregate of the Net Working Capital and submitted Banking reference(s) will be considered for working out the Liquidity.

- c) The Banking references should be from a Scheduled Commercial Bank in India or from an International Bank of repute (in case of foreign vendors) acceptable to Employer as **per standard Proforma provided in NIT as Annexure 6** and it should not be more than 3 months old as on the date of submission of bids.
- d) In Case of JV/Consortium: - Requirement of working capital is to be distributed between members as per their percentage participation and every member should satisfy the requirement for his portion.

Example: Let member-1 has percentage participation=M and member-2 has percentage participation=N. If minimum working capital required is 'W' then working capital of member-1  $\geq \frac{W M}{100}$  and working capital of member-2  $\geq \frac{W N}{100}$

- (e) In case the applicant is a Joint Venture/Consortium and if Banking Reference is issued by the bank in favour of the Joint Venture/Consortium for this contract, then it will be considered for the tenderer and if the Banking reference(s) is issued in favour of any member of JV/Consortium it will be considered only for that member.
- ii) **T2 - Net Worth:** Net Worth of tenderer during last audited financial year should be  $\geq$  **INR 6.26 Crore.**

**In Case of JV/Consortium-** Net worth will be based on the percentage participation of each Member.

**Example:** Let Member-1 has percentage participation = M and Member-2 has percentage participation = N. Let the Net worth of Member-1 is 'A' and that of Member-2 is 'B', then the Net worth of JV/Consortium will be

$$= \frac{AM+BN}{100}$$

- iii) **T3 - Annual Turnover:** The average annual financial turnover of the bidder during the last five years ending 31<sup>st</sup> March of the previous Financial Years should be  $\geq$  **INR 25 Crore.**
- In Case of JV/Consortium-** Average Annual Turnover will be based on the percentage participation of each Member.

**Example:** Let Member-1 has percentage participation = M and Member- 2 has = N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be = (AM+BN)/100

**iv) T4 - Bid Capacity Criteria:**

**Bid Capacity:** The tenderers will be qualified only if their Available Bid Capacity (**As per Annexure 3B of NIT**) is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula (Value shall be rounded off to two decimal places):

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

Where,

A = Maximum of the value of construction work executed in any one year during the last five financial years (updated at current price level assuming 5%(simple) inflation for Indian Rupees every year and 2%(simple) for foreign currency portions per year),

taking into account the completed as well as works in progress.

N = No. of years prescribed for completion of the work of this NIT.

B = Value (updated at current price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year) of existing commitments for on-going works to be completed in next 'N' years.

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.

**Example for calculation of bid capacity in case of JV / Consortium / Group**

Suppose there are 'P' and 'Q' members of the JV / Consortium / Group with their participation in the JV / Consortium / Group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / Consortium / Group shall be as under:

**Bid Capacity of the JV / Consortium / Group =  $0.7X + 0.3Y$**

**Notes :**

- a) Financial data for last five audited financial years has to be submitted by the tenderer in **Annexure-2 of NIT** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp, signature and UDIN. In case any discrepancy in data is found between the balance sheet and the financial information submitted, the data as available in the balance sheet will be considered. In case audited balance sheet of the last financial year is not made available by the Tenderer, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. **If audited balance sheet of any year other than last year is not submitted, tender may be considered as non- responsive.**
- b) However, the tenderer including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission end date. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 5 to work out the average annual turnover. In case balance sheet of the last year has not been audited so far, then data shall be divided by 4 to work out the average annual turnover.
- c) 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/certification and submitted to ICAI on its website which can be verified online. In case financial statements for any of the financial year is not required to be audited as per any relevant section of the Income Tax Act, then, same should be supported by C.A. (Chartered Accountant) certificate along with all the GST returns, ITR-3/4 (including all the forms) and form 26AS for each of the financial year not liable to be audited as per relevant section of the income tax Act.
- d) Where the 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.
- e) Value of existing commitments for on-going works during completion period of this



NIT w.e.f. from the first day of the month of tender submission end date has to be submitted by the tenderer in **Annexure – 3A of NIT**. These data shall be certified by the Chartered Accountant with his stamp and signature with membership number and UDIN.

- 1.1.4.3** The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.4.2 above, shall not be considered for further evaluation and therefore rejected. If the tenderer fails to meet the eligibility and qualification criteria, then further scrutiny of other technical parameters will not be done and Financial Proposals of such Tenderers shall not be opened. The mere fact that the tenderer is qualified as mentioned in sub clause 1.4.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT. Technical proposals meeting the Technical requirement and found substantially responsive only will be qualified for opening of their Financial Proposal.

**1.1.5 The Tender documents consist of:**

**Volume 1**

Notice Inviting Tender (including Annexures)  
Instructions to Tenderers (including Annexures)  
Form of Tender (including Appendices)

**Volume 2**

General Conditions of Contracts  
Special Conditions of Contract (including Schedules)

**Volume 3** Employer's Requirements – General Specifications  
Employer's Requirement- Technical Specifications

**Volume 4**

Condition of Contract on Safety, Health & Environment (SHE)

**Volume 5**

Pricing Document/Bill of Quantities

**1.1.6 Deleted**

- 1.1.7** The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of General Manager/Electrical, Uttar Pradesh Metro Rail Corporation, Administrative Building, Vipin Khand, Gomti Nagar, Lucknow-226010.

- 1.1.8** All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause. E4 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.

- 1.1.9** The intending tenderers must be registered on e-tendering portal **<https://etenders.gov.in/eprocure/app>**. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process. Instructions for online bid submission is attached as **Annexure A** to NIT.

- 1.1.10** The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **Class-III digital signature**. The tender document can only be downloaded or uploaded using **Class-III** digital signature. However, the tenderer shall upload their tender on **<https://etenders.gov.in/eprocure/app>** using class-III digital signature of the authorized signatory

only.

- 1.1.11 Tender submissions shall be done online on **<https://etenders.gov.in/eprocure/app>** after uploading the mandatory scanned documents towards cost of tender documents such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS and scanned copy of Tender Security/ EMD and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 1.1.12 Submission of Tenders shall be closed on e-tendering website of Employer at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the Tenderer / tenderer to ensure that his tender is submitted online on e-tendering website **<https://etenders.gov.in/eprocure/app>** before the deadline of submission. The Employer shall not be responsible for any delay, difficulties and/or inaccessibility of the downloading and/or uploading facility from the e-procurement portal for any reason whatsoever.
- 1.1.13 Tenders shall be valid for a period of **180 days** (both days inclusive i.e. submission end date of tenders and the last date of period of validity of the tender) from the end date of submission of Tenders and shall be accompanied with a valid tender security/ EMD of the requisite amount as per clause C18.1 of ITT.
- 1.1.14 Employer 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 Employer for rejection of his proposal.
- 1.1.15 Tenderers are requested to visit e-tendering portal <https://etenders.gov.in/eprocure/app> regularly for any Employer's issued clarifications, addendum, corrigendum and/or due date extensions.
- 1.1.16 Employer will award the Contract to the Tenderers whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents and who has offered the Lowest Evaluated Tender Price. Variant bids are not allowed.
- 1.1.17 Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Lucknow, Uttar Pradesh only and no other court or any other district of the country shall have any jurisdiction in the matter.
- 1.1.18 For any complaints, tenderers may contact CVO UPMRC at Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India, 0522-2304015 E Mail- [cvo-upmrc@upmrcl.co.in](mailto:cvo-upmrc@upmrcl.co.in).

**General Manager/Electrical  
Uttar Pradesh Metro Rail Corporation**

### **ANNEXURE-1 WORK EXPERIENCE**

**Tenderer's name .....**

**Date .....**

<b>Details of works executed by tenderer/s to be considered for qualification of work experience criteria.</b> Details to be submitted separately for individual works claimed for work experience as per para 1.1.4.2 (at the price level on <b>last date of previous month to month of tender submission end date</b> ): considering escalation as per Clause 1.1.4.2)		
Similar Contract Numbers.....	Information	
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	<b>Individual</b>	<b>JV member</b>
Cost of work	Currency (as stated in Clients Certificate)	In equivalent INR as on last date of previous month of tender submission end date price level
Actual cost of work completed	Currency (as stated in Clients Certificate)	In equivalent INR as on last date of previous month of tender submission end date price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR as on last date of previous month of tender submission end date price level
Details / Quantum of Similar work in support of clause no. 1.1.4.2	In case of JV/Consortium, actual Work / length executed by the Applicant (duly substantiated with Client Certificate)	

**NOTE:-**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. In Case the work was done as JV/ Consortium only the value of work done by the applicant as per his percentage participation in such JV/Consortium must be given and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

2. Separate sheet for each work along with Clients Certificate to be submitted.
3. In case of Substantial completion, bidder to attach client certificate of Substantial completion of project/ work/ asset.

**Signature of authorized signatory on behalf of Tenderer**

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

**ANNEXURE – 1A of NIT**  
**Summary of Information provided in Annexure-1**

**Tenderer's name .....**

**Date .....**

**Details of experience -**

<b>Name of Applicant (each member in case of group)</b>	<b>Total Number of works as per clause 1.1.4.2 at the price level of last date of previous month of tender submission end date</b>	<b>No. of contracts delayed, i.e., completed beyond the original date of completion</b>
<b>Total cost of eligible work experience</b>		

**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 in such JV/ Consortium 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.
3. Submission of Annexure 1A is mandatory. Bidders should note that details of all works submitted for meeting the work experience criteria mentioned in Clause 1.1.4.2 must be mentioned in Annexure 1A. Any work submitted by bidder which is not mentioned in Annexure 1A may not be considered for evaluation.

**Signature of authorized signatory on behalf of Tenderer**

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

## **ANNEXURE- 2**

### **Financial DATA**

**Each Applicant or member of a JV must fill in this form**

**Tenderer's name .....**

**Date .....**

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
1.	<b>Total Assets</b>					
2.	<b>Current Assets</b>					
3.	<b>Total External Liabilities</b>					
4.	<b>Current Liabilities</b>					
5.	<b>Annual Profits Before Taxes</b>					
6.	<b>Annual Profits After Taxes</b>					
7.	<b>Net Worth [= 1 – 3]</b>					
8.	<b>Working Capital [=2 – 4]</b>					
9.	<b>Return on Equity</b>					
10	<b>Annual turnover (from construction)</b>					
11	<b>Gross Annual turnover</b>					

Note:

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

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the **last 5 years i.e. 2020, 2021, 2022, 2023 and 2024**. Selling rate of exchange at the close of business of the State Bank of India on the day twenty-eight days before the submission end date of tender shall be considered for calculating equivalent value in INR.
6. Return on Equity = Net Income / Shareholders Equity  
Return on 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.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his stamp, signature membership no and UDIN.

(Signature of the Applicant)

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

**Annexure 2A of NIT**

**Affidavit for Unaudited Balance Sheet**

(On a non-judicial stamp paper of appropriate value)

(To be filled by the bidder' in case their Balance Sheet for **F.Y. 2024-25** has not been audited. If the Balance sheet for **F.Y. 2024-25** has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE")

I.....(Name and designation of Authorised signatory)  
of.....(Name of Company/ Firm Proprietorship/ Partnership) hereby  
confirm that the Balance sheet for Financial year **F.Y. 2024-25** has actually not been audited/ or under  
finalisation so far.

**Signature of authorized signatory  
on behalf of Tenderer**

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

### **ANNEXURE- 3A**

#### **WORKS IN HAND**

**Tenderer's name .....**

**Date.....**

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 (Give only the value of work assigned to the applicant(s) (in Crore)	Value of balance work yet to be done as on last date of previous month of tender submission end date (in Crore)	Date of Completion as per Contract Agreement	Expected Completion Date	Value of balance work to be done during completion period of this NIT (From first date of month of tender submission to next N Years where N= number of years prescribed for completion of work in NIT) (B) (in Crore)
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b><u>Total</u></b>						

**NOTE:** The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his stamp, signature, membership no and UDIN.

**Signature of authorized signatory on behalf of Tenderer**



**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

**ANNEXURE-3B of NIT**  
**AVAILABLE BID CAPACITY**

(The financial data in this prescribed format shall be certified by Chartered Accountant /Company Auditor under his signature & stamp with UDIN).

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

Financial Year	Annual turnover of Firm from construction (in Crores)	Escalated value of construction work executed by Firm (in Crores) (5% (simple)inflation for Indian Rupees every year and 2%(simple) for foreign currency portions per year) upto last date of previous month to tender submission end date
2020-21		
2021-22		
2022-23		
2023-24		
2024-25		
Maximum of escalated value of construction work executed by Firm (in Crores) (A)		
Value of Balance work in hand for a period of this NIT (in Crores) (B)		
Available Bid Capacity = $2 * A * N - B$ (Rs in Crores) should be more than NIT Value ( Where N is number of years prescribed for completion of work in NIT)		

**Signature of authorized signatory on behalf of Tenderer**

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02".**

**ANNEXURE-4A**

**Declaration for Minimum Local Content**  
(Strike off either 1 or 2 as applicable)

**1. (As per clause 1.1.4.1 (ix) of NIT)**

We (M/s/ JV/ Consortium ..... ) hereby declare that the minimum local content for supply of plant, material and services has been kept 60% as per the guidelines of Ministry of Housing & Urban Affairs (GoI) in this bid (Tender No.LKE(02)-02).

Signature of  
Applicant Seal  
of Applicant

**ANNEXURE- 4(B)**

**Compliance Certificate**

We (M/s/ JV/ Consortium..... ) hereby declare that I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I/We hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [ *Where applicable, evidence of valid registration by Competent Authority shall be attached.*]

Signature of  
Applicant Seal  
of Applicant

**ANNEXURE-4 (C)**

**Certificate by Tenders for Works involving possibility of sub-contracting**

We (M/s/ JV/ Consortium..... ) hereby declare that I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/we hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [ *Where applicable, evidence of valid registration by Competent Authority shall be attached.*]

Signature of  
Applicant Seal  
of Applicant

## **ANNEXURE-5**

### **PREQUALIFICATION OF APPLICANT- CHECKLIST**

<b>S. No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1	Has Applicant have conflict of interest		
2	Has the Applicant on the date of submission of an application or of a bid or on the date of award of a contract, have been the subject of a conviction by final judgment.		
3	Any Non-performance of a contract occurred within the last two (2) years prior to the deadline for application submission.		
4	<b>General Work Experience:</b> Continuous experience in plant and installation services of Electrical Contracts <sup>(ix)</sup> in the role of prime contractor <sup>(i)</sup> (single firm or JV member) or subcontractor during last seven years ending last day of month previous to month of the tender submission end date.		
5	<b>Specific Work Experience</b> Has the Applicant completed the work as below during last seven years ending  At least One (1) " <b>Similar Work</b> "*** of value of <b>Rs 87.67 Crores or more</b> <b>OR</b> Two (2) " <b>Similar Work</b> "***each of value of <b>Rs 54.80 Crores or more</b> <b>OR</b> Three (3) " <b>Similar Work</b> "***each of value of <b>Rs 43.84 Crores or more</b>		
6	Does the Applicant have minimum Liquidity of <b>INR 4.47 Crore</b> or more		
7	Does the Applicant have Net worth of <b>INR 6.25 crores</b> last audited financial year.		
8	Does the 'Average Annual Turn Over' of Applicant during the last five financial years is <b>INR 25 Crore</b> or more.		
9	Does the Applicant have required Bid Capacity		

**Note:**

1. A "YES" Answer to any question 1,2, 3 will disqualify the Applicant.
2. A "NO" Answer to any question 4, 5, 6, 7, 8 & 9 will disqualify the Applicant.

**Signature of Applicant**

**Annexure-6**  
**PROFORMA FOR BANKING REFERENCE FOR**  
**LIQUIDITY BANK CERTIFICATE**

This is to certify that M/s .....is a reputed company with a good financial standing.

If the contract for the work, namely .....is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

-Sd-

Name of Bank \_\_\_\_\_

Senior Bank Manager\_\_\_\_\_

Address of the Bank\_\_\_\_\_

---

• **Change the text as follows for Joint Venture:**

*This is to certify that M/s. ....who has formed a JV with M/s..... and M/s.....for participating in this*

*bid, is a reputed company with a good financial standing.*

*If the contract for the work, namely ..... is awarded to the above joint venture, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to M/s..... to meet their working capital requirements for executing the above contract.*

*(This should be given by the JV members in proportion to their financial participation)*

## **Annexure-7 Historical Contract Non-Performance**

*[The following table shall be filled in for the Applicant]*

Date: *[insert day, month, year]*  
 Applicant's Legal Name: *[insert full name]*  
 Applicant's Party Legal Name: *[insert full name]*  
 Reference ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]* pages

### **1. History of Non-Performing Contracts**

<b>Non-Performing Contracts</b>			
<input type="checkbox"/> Contract non-performance did not occur during the <i>last two</i> years specified in Clause-1.1.4.1 (viii), Pre-qualification Criteria.			
<input type="checkbox"/> Contract(s) not performed during the <i>last two</i> years specified in Clause-1.1.4.1 (viii), Pre-qualification Criteria.			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, please specify currency)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## **Annexure A**

### **Instructions for Online Bid Submission**

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Tenderers are required to enrol on the e-Procurement module of the Central Public Procurement Portal (**URL: <https://etenders.gov.in/eprocure/app>**) by clicking on the link **"Online tenderer Enrolment"** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- 3) Tenderers 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 CPP Portal.
- 4) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage with their profile. Digital Signature Certificate (DSC) must be obtained from any Certifying Authority empanelled with the Controller of Certifying Authority of India (e.g. Sify / nCode / eMudhra etc.), details of which are available on e-procurement portal under the link "Information about DSC". Issuance of Digital Signature Certificate may take at least seven to ten business days, which may extend up to twenty-one business days in case of foreign applicants. Procedure for obtaining Digital Signature Certificate (DSC) by foreign applicants is available on e-procurement portal under the link "Downloads". Tenderers are advised to plan their time accordingly and the Employer shall bear no responsibility for accepting tenders which are delayed due to non-issuance or delay in issuance of such Digital Signature Certificates.
- 5) Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Tenderer 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.
- 7) The Tenderers may report to the Employer by emailing to [systems.tender.upmrc@gmail.com](mailto:systems.tender.upmrc@gmail.com), if they have problem with in obtaining Digital Signature Certificate or in case of any restrictions related to debarment on the portal
- 8) Instructions for entering complaint/suggestion: The grievances or suggestions can be entered from the Home Page of the Central Public Procurement Portal (**<https://etenders.gov.in/eprocure/app>**).
- 9) For further information and any assistance in this regard Tenderers are advised to contact e-procurement helpdesk by either:
  - a. emailing to [support-eproc@nic.in](mailto:support-eproc@nic.in)
  - b. phoning (0120-4200 462, 0120-4001 002/5, 0120-6277787International Tenderers are requested to prefix +91 as country code



## **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate Tenderers 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 Tenderers 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 CPP Portal.
- 2) Once the Tenderers 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 CPP Portal to intimate the Tenderers through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The Tenderer 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) Tenderer 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) Tenderer, 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.
- 4) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. **Tenderer has to ensure that size of each file should not exceed 40 MB before uploading.**
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Tenderers. Tenderers can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Tenderer 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. Tenderer will be responsible for any delay due to other issues.
- 2) The Tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Tenderer should upload the scanned copy of Tender Security as per the instructions specified in the tender document. Otherwise the uploaded bid will be rejected.
- 5) Tenderers 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 tenderers. Tenderers are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Tenderer, the bid will be rejected.

- 6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- 7) All the documents being submitted by the tenderers 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.
- 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.
- 11) The Tenderer whosoever is submitting the tender by his digital signature certificate shall invariably upload the scan copy of the authority letter with the tender submission.

#### **ASSISTANCE TO TENDERERS**

- 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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Tel: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5, 0120-6277 787.

E-Mail: support-eproc@nic.in

International tenderers are requested to prefix +91 as country code.



## **TENDER NO: LKE(02)-02**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02.**

## **TENDER DOCUMENTS**

### **VOLUME 1**

### **INSTRUCTIONS TO TENDERERS**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02.**

## **INSTRUCTIONS TO TENDERERS**

### **A. General**

#### **A1. General Description of the work**

This tender is for the work named as: **Tender LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02.”**

A1.1 The Scope of Work for this contract is further described in the Employer’s Requirements – Functional (Volume 3).

#### **A2. Source of Funds**

This work shall be financed through equity participation of the Government of India and Government of UP and other appropriate means of Uttar Pradesh Metro Rail Corporation Ltd.

#### **A3 Eligible Tenderers**

This is an open competitive e-tender and all companies, corporations, partnership firms, consortium or Joint Ventures who are involved in execution of this type of work and those who fulfil the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate.

#### **A4 Qualification of the Tenderer**

A4.1 The Tenderer shall submit a written power of attorney, duly notarized, 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, consortium or joint venture, notarized Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit these documents with “Apostille” stamp. Also, in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.

A4.2 Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. To fulfil this requirement, the tenderer (each member in case of JV/Consortium) has to sign the declaration given as **Appendix-11 of FOT**. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant and declare any Contract if already awarded to the Tenderer to be null and void.

A4.3 Deleted

#### **A4.4 Standard of Ethics**

A4.4.1 Employer requires that Tenderers and Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Employer:

- a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b) will recognize a Tenderer or Contractor as ineligible, for a period determined by Employer, to be awarded a

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contract if it at any time determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract.

- c) Will reject a proposal for award if it determines that the tenderer has engaged any agent, middleman or any intermediary has been, or will engage to provide any services, or any other item or work related to the award and performance of this Contract and that any agency commission or any payment which may be construed as an agency commission has been, or will be, paid. To fulfil above requirements, the tenderer (applies to each individual member in case of a Joint Venture/Consortium) has to sign the declaration given as **Appendix-11 of FOT**. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant and declare any Contract if already awarded to the Tenderer to be null and void.
- d) Tenderers are required to sign the statement for Code of Integrity as per Rule 175 (1) Code of Integrity, General Finance Rule in **Annexure 10 of ITT**.

All bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (pre-existing or as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity. Further, Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

- e) Without prejudice to and in addition to the rights of the Employer to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Employer may take appropriate measures including one or more of the following:
- i) If his bids are under consideration in any procurement
    - a) Forfeiture or encashment of bid security;
    - b) calling off of any pre-contract negotiations; and
    - c) rejection and exclusion of the bidder from the procurement process
  - ii) If a contract has already been awarded
    - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
    - b) Forfeiture or encashment of any other security or bond relating to the procurement;
    - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
  - iii) Provisions in addition to above:
    - a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
    - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
    - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible..
- f) Tenderers are required as a condition of admission to eligibility, to execute and attach a Covenant of Integrity in the form indicated in **Annexure -9 of ITT**
- g) Tenderers are required to sign the Integrity Pact as per format provided in **Annexure-10 of ITT**.

The impartial and objective exercise of the functions of the Employer, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the Employer who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and

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independence in the context of the procurement procedure or contract execution.

- h) The impartial and objective exercise of the functions of the Employer, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the Employer who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.

**A4.4.2 Furthermore, Tenderers shall be aware of the provision stated in **Clause 4.33 of the General Conditions of Contract.****

A4.5 Employer expects all the entities and individuals involved in procurement supported by its resources, suppliers of goods and services, bidders, and its staff maintain high standards of integrity and have no conflict of interest with respect to the procurement process. Employer reserves the right to take appropriate action to mitigate the impact of conflict of interest.

A4.6 High standards of ethics and integrity are expected from the bidders, suppliers, contractors and their staff. Corruption and fraud in procurement is not tolerated and are dealt with sternly by declaring mis-procurement, denying or limiting access to future procurement - corruption policy, and reporting the matter to appropriate authorities for action.

**A5 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.

**A6 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.

**A7 Site Visits**

A7.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

A7.2 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.

A7.3 The Tenderer shall note General Conditions of **Contract (GCC) Sub - Clause 4.9** in which 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 in **Clause 1.1.5 of NIT** have been prepared for the purpose of inviting

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tenders for and construction of all Permanent and Temporary Works in connection with and as more particularly described in these documents.

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 Content of Supporting Documents**

B2.1 The Tenderer shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.

B2.2 The Geotechnical Report containing site investigation information is included in the tender documents. The contents of these reports are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site or sub-soil conditions. The tenderers' attention is specifically drawn to paragraph B2.3 below.

B2.3 The accuracy or reliability of the documents and reports referred to in this **Clause B2** and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract is not warranted. The Tenderer's attention is drawn to **sub-clauses 4.9 and 4.10 of GCC** in this regard. The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

## **B3 Clarification of Tender Documents**

B3.1 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/Electrical, UPMRC forthwith.

B3.2 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 Employer's Requirements, Technical Specifications and Tender Drawings, the Tenderer shall seek clarification from General Manager / Electrical, UPMRC, through the e-portal only.

The Employer will respond in writing to any Tenderer request for clarification received in writing prior to the last date of receiving clarifications as mentioned in the NIT. All the response(s) will only be uploaded to the e-portal. Communications between the Tenderer and the Employer shall only be in writing.

B3.3 Except for any such written clarification by GM/Electrical, UPMRC which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 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.

B3.4 Except for Employer issued addendums, corrigendum and clarifications on the e-portal, no written or verbal communication, representation or explanation will be provided by any employee of the Employer or the Engineer.

## **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 uploaded on the e-tendering portal <https://etenders.gov.in/eprocure/app> within the date given in NIT which shall be available for all the prospective tenderers who have purchased the tender document in the tender period. In case of delay beyond the last date of issuing

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addendum given in NIT, the date of submission, at its sole discretion may be extended by UPMRC under **Clause D1.2 of ITT**.

Without prejudice to the order of preference as specified in Clause 1.5 of 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 (In the format given in **Appendix 24 of FOT**).

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 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 **C2.3(a) to C2.3(i) 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 of Invitation to Tender, upload his Tender on e-tendering portal <https://etenders.gov.in/eprocure/app> in accordance with the provision in **Clause D1 of ITT**.

- Technical Package
- Financial Package, 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 including all Annexures & Appendixes of NIT, ITT and FOT respectively except pricing document as per Clause C2.2 (c).

Financial Package shall contain Bill of Quantity (BOQ) / Pricing Document of the tender documents duly filled in and complete in all respect as per **Clause C2.2 (c) (see paragraph C10 and C15)**.

In submission of the Tender (Tender Security, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender accompanied by the original of the Tender Security (if Tender Security is to be submitted in form of BG/ FDR/ DD which shall be submitted in a separate envelope).

Should any further documents be required pursuant to paragraphs **C2.2 (jj) and C2.3 (h)** below, the

Tenderer will be instructed by the Employer Which Package of the Tenderer's submission is to contain such documents.

The Tenderer shall ensure that a receipt/acknowledgement is obtained for the submission of his Tender at e-tendering portal <https://etenders.gov.in/eprocure/app>, Such receipt/ acknowledgement shall be generated by the system after successful uploading of tender submission.

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



**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02.**

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender: Requirements under General Conditions of Contract
- (c) Appendix 2 to the Form of Tender: (see paragraph C10, C15 and C23);
- (d) Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4below);
- (e) Appendix 4 to the Form of Tender: Outline Safety & Health Plan and Outline Environment Plan (see paragraph C5):
- (f) Appendix 5 to the Form of Tender: Tenderer's Technical Proposals (see para C6);
- (g) Appendix 6 to the Form of Tender: General Information About the Tenderer;
- (h) Appendix 6A to the Form of Tender: Undertaking by JV/Consortium members;
- (i) Appendix 7 to the Form of Tender: Staffing Schedules and Organisation Chart (see paragraph C12);
- (j) Appendix 8 to the Form of Tender: Schedule of Component manufactured offshore, If no offshore manufacturing is involved, the tenderer shall submit 'NIL' in this. (See paragraph C9):
- (k) Appendix 9 to the Form of Tender: Tender Index (See paragraph C23);
- (l) Appendix 10 to the Form of Tender: Recourses proposed for the project – Plants and Equipments
- (m) Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- (n) Appendix 12 to the Form of Tender: Copyright Undertaking (see paragraph E2)
- (o) **Appendix 13 to Form of Tender:** The tenderer may submit minor deviations in this appendix and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write "NIL" in this Appendix. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of **Appendix-13 of FOT**.
- (p) Appendix 14 to the Form of Tender: Tentative project implementation programme (see paragraph C8)
- (q) Appendix 15 to the Form of Tender: Deleted
- (r) Appendix 16 to the Form of Tender: Deleted
- (s) Appendix 17 to the Form of Tender: Undertaking as per Clause 1.4.1 ix (d) of NIT
- (t) 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
- (u) Appendix 19 and 19A to the Form of Tender: Undertaking as per Clause 1.4.1 v(a) & (b) of NIT and Undertaking as per Clause 1.4.1 v(c) of NIT.
- (v) Appendix 20 to the Form of Tender: Undertaking for not being penalised in a Contract
- (w) Appendix 21 to the Form of Tender: Undertaking for Financial stability.
- (x) Appendix 22 to the Form of Tender: Pending Litigation as per Clause 1.1.4.1 v(f) of NIT
- (y) Appendix 23 to the Form of Tender: Undertaking as per Clause 1.4.1 x of NIT.
- (z) Appendix 24 to the Form of Tender: UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT / ADDENDUM
- (aa) Appendix 25 to the Form of Tender for Details of Bank Account for refund of Tender Security/EMD.

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02.**

(bb)Annexure 1 to the Instruction to tenderer : Requirements for Tenderer's Technical Proposals

(cc) Annexure 2 to the Instruction to tenderer : Requirements for Tender Programme

(dd)Annexure 3 to the Instruction to tenderer : Deleted

(ee)Annexure 4 to the Instruction to tenderer : Deleted

(ff) Annexure 4A to the Instruction to tenderer : Deleted

(gg)Annexure 5 to the Instruction to tenderer : Deleted

(hh)Annexure 6 to the Instructions to the tenderer: Form of Bank Guarantee for Tender Security

(ii) Annexure 6A to the Instruction to tenderer : Undertaking for encashment / forfeiture of Tender Security

**(jj) Any further documents which have been requested in accordance with paragraph B4.2 above.**

All the Annexures & Appendices of tender document downloaded from e-portal 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 UPMRC 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/III digital signature of the authorised signatory of the tenderer.

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3(a)-C2.3(i) inclusive. Such documents will be used for the purposes of evaluating and analysing 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 B 4.1 or B 4.2 above.

(a) Full details of ownership and control of the Tenderer;

(b) Tender Submission Programme (see paragraph C8);

(c) Proposed Construction Methods (see paragraph C9);

(d) Details of works including specialized works if already decided to be sub-contracted (see paragraph C11);

(e) Details of providers of performance guarantees (see paragraph C19);

(f) Details of Contractor's Equipment (see paragraph C13);

(g) Proposals for use of Works Areas given to him by submitting the layouts showing fabrication and storage areas (see paragraph C14);

**(h) 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;**

(i) Following information shall be furnished:

(i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.

Member	% of participation
--------	--------------------

A

B

C

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02.**

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

(a) Maximum value of “similar works (as defined in **NIT Clause 1.1.4.2)**” executed in any one year during the last 5 years (in Rs. equivalent).

(b) Value of the commitments and on-going works, on an yearly basis, pertaining to Civil Engineering Construction Works, to be completed during the completion period of this NIT from the first date of the month of the tendersubmission.

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% (simple) inflation on foreign currency and 5% (simple) on Indian currency. For conversion of foreign currency, please refer **Clause E5.3 of ITT**.

C2.4 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 running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

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

C2.5 Tenderers shall quote all prices as per **Clause 11.1.1 of GCC/ SCC**.

**C2.6 The tenderers must note the following:**

UPMRC project is covered under Project Import 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The tenderer should avail this benefit.

As regards registration under Project Import, after the award of the contract, UPMRC at the written request of a contractor shall facilitate the contractor for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor.

**C3 Form of Tender**

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

**C4 Outline Quality Plan**

The Tenderer shall submit **Appendix-3 of FOT** to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with **Appendix 6** of the Employer's Requirements and setting out in summary form an adequate basis for the development of the more detailed document required under **Clause 7.0 of GCC/ SCC**. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

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## **C5 Outline Safety & Health Plan and Outline Environment Plan**

- C5.1 The Tenderer shall submit **Appendix-4 of FOT** to form part of its Tender an Outline Safety & Health Plan and Outline Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety & health and environment procedures. The Outline Safety & Health Plan and Outline Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety & Health and Environment as required by the Employer's Requirements and **Clause 4.16 & 4.17 of GCC/ SCC**.
- C5.2 The Outline Safety & Health Plan and Outline Environment Plan shall be headed with a formal statement of policy in relation to safety & health and environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Contract Specific Site Safety & Health Plan and Site Environment Plan to be submitted in accordance with **Clause 4.16 & 4.17 of GCC/ SCC**.
- C5.3 The Tenderer may be requested by UPMRC in writing to amplify, explain or develop his Outline Safety & Health Plan and Outline Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such plans.

## **C6 Tenderer's Technical Proposals**

- C6.1 The Tenderer shall submit as **Appendix-5 of FOT** to form part of its Tender, the Tenderer's Technical Proposals as described in **Clause C2, and Annexure 1 of ITT**.
- C6.2 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 Employer's Requirements (Volume 3) 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. All this correspondence shall be in writing.

## **C7. Designer**

- C7.1 The Tenderer should note the requirements of warranties and obligations contained in **Clause 5.2 & 5.3 of GCC and Clause 4.2.4 of SCC** and relevant clauses of Special Conditions of Contract.
- C7.2 The design of the Works shall be undertaken by a designer or the design wing of the tenderer (the Designer) who has experience in the design of similar works as in scope of tender.
- C7.3 The Tenderer shall submit with his Tender either the proposed terms and conditions upon which the Designer would be appointed in the event of acceptance of the Tender (excluding the financial and commercial terms thereof) or at least a statement of the heads (salient features) of such an agreement. The Tenderer should note that, if heads of agreement are supplied with the Tender, the Tenderer may be required to develop such heads into a full agreement during the tender evaluation period and to submit the agreement in its final form prior to award of the Contract.
- C7.4 The Tenderer shall confirm that the terms for engagement of the designer will include for certification of the temporary works design (if this work is to be carried out by others) and the As Build Drawings, and regular inspection of the works to confirm that the construction complies with the intent of the design.

## **C8. Tender Programme**

- C8.1 The Tenderer shall submit with his Tender as **Appendix 14 of FOT**, a Tender Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender

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Programme are set out in **Annexure-2 of ITT**.

C8.2 The Tender Programme shall be prepared in terms of weeks from the Date given in Letter of Acceptance which shall be the date for Commencement of Works.

C8.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme under **Clause 4.13 of GCC/ SCC**.

## **C9 Manufacture, Installation and Construction Methods**

C9.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to construct the Works, whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analysed during tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Tenderer has in such matters.

### **C9.2 Maintenance**

C9.2.1 The Contractor shall be responsible for maintaining the Works until final hand over to the Employer and for the provision of relevant maintenance manuals and drawings.

C9.2.2 The Contractor shall be responsible for making good any and all defects of materials and workmanship, in the Works for the period stated in the General Conditions of Contract.

C9.2.3 The Contractor shall be responsible for the security of the Site during the construction phase of the Contract, until the issuance of a Taking-Over Certificate.

## **C10. Payment Schedule:**

The payment schedule is given in Preamble to Bill of Quantities/Pricing document. according to which the interim on account Payment shall be made to the contractor. Payment for schedules as given in BOQ shall be made on the basis of respective BOQ payment terms and **Clause 11.2 of GCC/SCC**.

## **C11. Sub-Contracts**

C11.1 Sub-contracting, excluding design work shall be generally limited to 50% of the Contract price. The terms and conditions of sub-contracts and the payments that have to be made to the sub- contractors shall be the sole responsibility of the Contractor.

C11.2 For sub-contracts exceeding Rs.5 million, it will be obligatory for the Contractor to obtain a Notice of No Objection from the Engineer to the identity of the sub-contractor. The value of each sub-contract shall be provided by the Contractor to the Engineer. The Contractor shall certify that the cumulative value of the sub-contracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit. In this regard the Tenderer's attention is invited to **Clause 4.5 of GCC/ SCC**.

C11.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the contract price.

## **C12. Staffing Schedule and Related Details**

C12.1 The Tenderer shall submit with his Tender (**Appendix-7 of FOT**) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. 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 his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

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C12.3 The key staff for execution of design and construction work shall be from that member of the JV/Consortia who has the experience of similar work and on whose experience the JV/Consortia qualifies the criteria of work experience. The Project Manager must be involved actively in the project execution. He will be required to attend all meetings/inspections conducted by UPMRC officials. He must take prior permission from UPMRC for obtaining leave during his tenure as Project Manager. In case the JV do not follow these instructions, action shall be initiated under the conditions of contract to impose penalty or to terminate the contract. The JV/Consortium members shall submit undertaking to this effect in **Appendix-6A of FOT**.

In case the successful tenderer is a JV/Consortium having a foreign partner and if the experience of similar works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the **foreign partner shall submit an additional Bank Guarantee (In addition of performance security) of an amount equal to 1% of the contract value** as per LOA for the fulfillment of the condition of deployment of key staff for the project. The foreign partner shall submit bank guarantee from their respective bank account. Bank guarantee executed from the bank accounts of JV/Consortium or any other bank account shall not be accepted.

This bank guarantee shall be valid up to the completion period of the contract and shall be from Scheduled Commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the contract price is payable. This Bank Guarantee shall be furnished to the employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of this Bank Guarantee provided in **Annexure-7A of ITT**.

### **C13. Contractor's Equipment**

The Tenderer shall submit with his Tender a schedule of the main items of Equipment which he intends to use for carrying out the Works and required to complete the work as per schedule and within completion period indicating the activities for which each item will be used. The Tenderer shall specify in each case:

- (a) if he owns or intends to purchase such items, and
- (b) if he intends to enter into hire, hire purchase or leasing or charter-party arrangements.

In addition to above, Tenderer should also furnish details in **Annexure 1 APPENDIX D of ITT. C14.**

### **Proposals for Use of Work Areas**

C14.1 The Tenderer shall note the requirements of the Land Acquisition, and other applicable rules/act.

C14.2 The Tenderer shall note the provision contained in Employer's Requirements.

C14.3 The Tenderer shall show, in outline, his proposed site layouts for:

- (a) accommodation and other facilities.
- (b) fabrication and storage areas.
- (c) concrete batching plants.

The Tenderer shall indicate his proposals for the provision of utility services to the Site. The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services necessary for the construction and completion of the Works as described in Appendix 8 to the Employer's Requirements.

### **C15. Pricing Document**

C15.1 The Pricing Document is included in Bill of Quantities (BOQ). The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in **Annexure-13A** (included in BOQ) for such deviation as mentioned in **Appendix-13 of FOT** shall be submitted.

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- C15.2 The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in **Appendix-13 of FOT** shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.
- C15.3 The Tenderer is to note the Key Dates as given in **Appendix – 2B** of Employer’s Requirement. These are to be adhered to strictly failing which Liquidated Damages as mentioned against each key date may be levied to the contractor. Prior to Date of Commencement, Key Dates will be converted to calendar dates.

**C16. Currencies of Tender and Payment**

- C16.1 The Tenderer shall give his priced offer for BOQ in Indian Rupees Only.
- C16.2 Interim on-account stage payments shall be made as laid down in the Bill of Quantity/Pricing Document. The payment at each stage shall be paid in INR as per the proportion in the quoted price.
- C16.3 For the purpose of comparative evaluation of the offers, all tender prices will be converted to Indian Rupees by using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India 28 days before the end date for submission of Tender.

**C17. Tender Validity**

The Tender shall be valid for a period of **180 days** from Submission end date of Tenders (both days inclusive i.e. submission end date of tenders and the last date of period of validity of the tender). 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 extension.

**C18. Tender Fee/ Tender document cost and Tender Security/ Earnest Money Deposit (EMD)**

**C18.1.1 Tender fee/ tender document cost:**

The instrument type for payment of tender fee/ tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of UPMRC to facilitate the payment is mentioned in key details of NIT. The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating UTR No. and tender reference must be entered in remarks at the time of online transaction of payment), failing which payment may not be considered to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of GM/Electrical.

**Note:** The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.

**C18.1.2 Tender security/ EMD**

The instrument type for payment of tender security / EMD for tenders can be done by Demand Draft, Fixed Deposit Receipt (FDR), Bank Guarantee, RTGS, NEFT or IMPS.

- (j) **In case of RTGS/NEFT & IMPS transactions:** The detail of Bank account of UPMRC to facilitate the payment is mentioned in **Clause 1.1.2 (key details) of NIT**. Bidders shall upload the scanned

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copies of transaction of payment of tender security / EMD at the time of online bid submission including e-receipt (clearly indicating UTR No. and tender reference no. must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of GM/Electrical.

- (ii) **In case of submission of tender security/EMD in one of the following forms**, “Original’ is to be submitted in the office of GM/Electrical within due date and time of submission as mentioned in key details of NIT.
- (a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in **Annexure-6 of ITT**.
- (b) Demand Draft / Pay Order / Bank Draft in favour of “**Uttar Pradesh Metro Rail Corporation Ltd.**” payable at Lucknow from a Scheduled Commercial bank based in India,
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged/lien in favour of “**Uttar Pradesh Rail Corporation Ltd.**”
- (d) The Tender Security shall remain valid up to the date specified in key details of NIT.

In case of JV/Consortium, the Bank Guarantee/FDR for tender security shall be either in the name of JV/Consortium or in the name of any of the constituent substantial member. In case of Bank Guarantee / FDR is submitted in the name of any of the constituent substantial member then, the bidder shall also

submit undertaking as per **Annexure-6A of ITT**. The Tender Security/EMD shall remain valid up to the

date specified under the **Clause 1.1.2 (key details) of NIT**. The tender security shall be submitted in a sealed envelope clearly marked on top “**Tender Security /EMD**”.

C18.1.3 To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of UPMRC is mentioned in **Clause 1.1.2 of NIT**. Offers submitted without the Tender Security or with invalid Tender Security shall be rejected outright.

C18.2 Any Tender not accompanied by an acceptable& valid Tender Security and Tender cost shall be rejected by the Employer considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. **In case validity of tender security/EMD submitted by any bidder is not as per requirement, the employer may ask from concerned bidder to extend the validity of tender security/EMD. If bidder fails to extend the validity of tender security/EMD within 15 days from date of receipt of letter from the employer, then their offer shall be rejected.**

C18.3 The Tender Security of the successful Tenderer shall be returned after receipt of confirmation of the Performance Security submitted by the Employer in accordance with **Sub-Clause 4.2 of the GCC/SCC**.

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

Bidder is required to submit **Appendix-25 of FOT** for refund of Tender Security, if the same has been submitted in the form of Demand Draft/ or by RTGS/ NEFT/ IMPS.

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;



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- (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.
- (d) However, if the Tenderer withdraws his tender after opening of his financial package (in two package system) during the period of validity of his tender or in case of (c) above, beside forfeiture of tender security, the tenderer shall not only be debarred from participating in the re- tender of same work but also will be debarred from participating in any tender of UPMRC for a period of one year from the date of withdrawal of his tender or from date of issue of LOA, as the case may be.

#### **C19. Performance Guarantee, Undertaking and Warranties**

Please refer to **Clause 4.2.4 of GCC/ SCC**.

#### **C20. Labour**

The Tenderer's attention is especially drawn to **Clause 6 of the GCC** in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

#### **C21. Other Contractors**

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site from time to time will, have to be shared with other contractors carrying out works on, or in the vicinity of the Site including, without limitation, works relating to:

Design and Construction of Civil works

Design, Manufacture and Installation of Signalling and Train Control

Design, Manufacture and Installation of telecommunications

Design, Manufacture and Installation of Power Supply, Traction Power, Power Distribution

Design, Manufacture and Installation of Track work;

Design, Manufacture and Installation of Automatic Fare Collection

Rolling Stock.

#### **C22 Insurance**

The Tenderer's attention is drawn to the provisions contained in **Clause 15 of the General Conditions of Contract**.

#### **C23 Tender Index**

The Tenderer shall include with his Tender an index which cross refers to all of the Employer's tender requirements elaborated in these documents to all the individual sections within Technical Package and 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 may be raised at that stage.

C24.3 The tenderer is requested to submit any question in writing through e-Procurement portal only before the last date of seeking clarification stated in the NIT. The Tenderers are advised to submit a copy of the queries in soft copy [word/ excel format] also in the following format

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S No	Reference Volume/ Page no of documents	Clause/ of tender	Reference to tender document clause	Queries

C24.4 The text of the questions raised by all the tenderers 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 B1 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.

### **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.

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 authorised 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.

### **C26 Pricing of Conditions, Qualifications, Deviations etc.**

C26.1 The tenderer should submit his tender which conforms to the tender documents without material deviation(s) or reservation(s). Where, however, the tenderer gives his offer subject to certain conditions, qualifications, deviations etc., and the tenderer shall provide such details in the format prescribed in **Appendix-13 of FOT** and price of adjustment corresponding these deviation(s) shall separately be furnished in the format prescribed in **Annexure-13A** of BOQ. Tenders not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.

C26.2 Tenderers shall note that except for deviation(s) listed in **Appendix-13 of FOT**, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

### **D. Submission of Tenders**

**D1 Online Submission:** Tender submissions will be made online only. The bid shall be submitted online via the e-tendering portal under “Two Cover Bid System” within the prescribed schedule specified under the **Clause 1.1.2 (key details) of NIT**.

D1.1 The tenderers will be required to upload scanned copies of transaction of payment of tender document cost at the time of online bid submission and No copies of transaction of payment are required to send to the office of **GM/ Electrical**

D1.2 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

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subject to the original deadline will thereafter be subject to the deadline as extended.

- D1.3 The tenderer shall seal the “Tender Security/EMD” of format stated in **Clause C 18.1.2 (ii)** in an envelope, bearing the following identification for Tender Security. And shall submit the same to the office of **GM/ Electrical** within due date and time.

**D2 Late or Delayed Tenders**

- D2.1 Tenders have to be uploaded on e-tendering portal <https://etenders.gov.in/eprocure/app> before the due date and time of tender submission.
- D2.2 Submission of Tenders shall be closed on e-tendering website at the date & time of submission prescribed in NIT after which no tender shall be accepted. The server time of the e-procurement portal will be considered as the standard time for referencing the deadlines for submission of the Tenders, opening of Tenders etc.
- D2.3 Employer will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush. It shall be the responsibility of the Tenderer to ensure that their tender is submitted online on website procurement portal <https://etenders.gov.in/eprocure/app> before the deadline of submission.

**D3 Modification, Substitution and Withdrawal of Tenders**

- D3.1 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- D3.2 The Tender submitted online will be taken as a final bid.

**E. Tender Opening and Evaluation**

**E1 Tender Opening**

- E1.1 Envelopes containing “Tender Security” of format stated in **Clause C 18.1.2 ( ii)** will be opened first. Tenders of those tenderers who have not submitted valid “Tender Security” shall be considered as non-responsive and liable to be rejected summarily.
- E1.2 The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, UPMRC will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted or with the details of online transaction.
- E1.3 The Technical Package of all tenderers who have submitted a valid tender security in prescribed format 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/ Electrical**, UPMRC. Tenderers may visit UPMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. 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 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 UPMRC e-procurement website for further information.

## **E2. Confidentiality of Tender Information and Copyright**

- E2.1 The Tender Invitation Documents, as listed in paragraph B1 above, and any addenda thereto, together with any further communications, are issued for the purpose of inviting tenders only. The Tenderer shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing its Tender. The Tenderer shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Employer may reject the Tender. The tender drawings and documentation prepared by the Employer shall be used solely for the design of the works. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Employer. A letter of undertaking is attached in **Appendix 12 of FOT** and shall be completed by the Tenderer and returned in the Tender Technical Package. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful bidder has been announced.
- 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 bid.
- E2.3 Notwithstanding above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing to CE Contract.

## **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.

Technical evaluation of technical proposals submitted by Tenderers shall be undertaken based on details submitted in the technical proposal only. Employer may at his discretion ask any tenderer for clarification on his submittals. The tenderer in response to the clarification is not permitted to submit additional information not pertaining to the clarification sought. The request for clarification and the response shall be in writing and no response leading to material change in the submittals will be permitted.

## **E4 Evaluation of Tenders**

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

- 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 1.1.4.2 of NIT and clauses A4.1, A4.2, A4.3 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 1.1.4.2 of NIT** and “Bid Capacity” criteria as laid down in **Clause 1.1.4.2(iv) of NIT**. Tenderers, which do not qualify in any of the minimum eligibility criteria or tender capacity criteria, shall not be considered for further evaluation and shall be rejected.

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.

## **E4.3 Evaluation of Responsiveness**

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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.

For the purpose of this clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the Tenderers obligations under the Contract as provided for in the Tender documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders at reasonable price. Statement of deviation may be brought out as per Appendix A Annexure-1 to Instruction to Tender (ITT). If a tender is not substantially responsive to the requirements as stipulated in tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Tenderer by correction or withdrawal of the non-conformity or infirmity.

**E4.4 Evaluation of Material deviation or reservation**

Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification (Applicable in case of Pre-qualified tenders only); or
- which contains any deviation in tender security with regards to amount, validity, form and format; or
- which affects in any substantial way, the scope, quality or performance of the works; or
- which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders; or

Tender having any material deviation or reservation shall be disqualified and rejected.

**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-18.1.2 of ITT**. Tenderer(s) may be asked to make a presentation of their proposal to Employer team for evaluation.

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The Tenderer is advised that the Employer's policy in respect of comparison of Tenders is that the Eligibility, Qualification & Technical Package is to determine their eligibility, acceptability and responsiveness to the Employer's requirements. Unacceptable and unresponsive Tenders will be rejected. If the tenderer fails to meet the eligibility and qualification criteria, then further scrutiny of other technical parameters will not be done and Financial Proposals of those Tenderers shall not be opened. Technical proposals meeting the Technical requirement and found substantially responsive only will be qualified for opening of their Financial Proposal.

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 non-conforming 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 in accordance to **Clause E4.3** shall be final.

**E4.10** Tenderers may note that Employer at its sole discretion, before award of contract, shall ask the tenderer whose offer is finally selected for award of contract as per terms & conditions of tender to submit an undertaking to the effect that they have not been **banned/debarred/blacklisted** by UPMRC/ Any Other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries as mentioned under **Clause 1.1.4.1.(v) (a) of NIT** after the due date of submission of bid but before the award of contract by Employer.

In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under GoI Policy. Therefore, the Employer reserves the right to reject any offer presenting an inaccurate or incomplete informations and may cause the rejection of the offer for prohibited conduct.”

**E5. Evaluation of Financial Proposals**

E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers regarding opening of the financial proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened online through website. Tenderers can also check financial proposal of other tenderers online.

E5.1.2 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 to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.1.3 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.

E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted.

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Any alteration in BOQ will not be given any cognizance.

E5.1.6: If the tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded, the Employer may require the Tenderer to produce detailed price analyses for any or all items of Pricing Schedule/ Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

## **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 in case of physical form of tendering. However, in case of e-tendering, amount in figures 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 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 28 days before the latest date of Tender Submittal and then adding the same to the Rupee portion of the Tender.

If in the opinion of Employer the tender which results in the lowest Evaluated Tender Price is seriously unbalanced or front loaded or substantially below the Employer's estimates, Employer may require the tenderer to produce detailed price analysis for any or all items of works to demonstrate the internal consistency of those prices with the methods and works execution schedules proposed. After evaluation of the price analysis Employer may require that the amount of the performance security be increased at the expense of the tenderer to a level sufficient to protect Employer against financial losses in the event of default of the successful tenderer under the Contract.”

## **E5.4 Deleted**

E5.5 For the purpose of comparative evaluation of tenders received, the sum total of following shall be considered:-

- (i) The fixed lumpsum price quoted by the tenderer for the given schedule of BOQ.
- (ii) The total amount worked out from the quoted percentage (above/below/at par) by the tenderer for the given Schedule of Bill of Quantity (BOQ).

The total value of above thus obtained in equivalent INR shall be compared amongst various tenderer to determine the lowest evaluated tender.

E5.6 If the lowest tenderer as evaluated as per E5.5 has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations.

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

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Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation

- E5.8 If two or more eligible bidders quote same rate and become lowest bidder (L1), the tender shall be awarded to the bidder having highest value of Average Annual Turnover. However, UPMRC decision in this regard shall be final and binding.

**E6 Indigenization**

- E6.1 Tenderers are encouraged to involve domestic firms in the Contract organization and procurement 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 offered the Lowest Evaluated Tender Price as per paragraph E5.5.
- F1.2 The Employer shall inform all the Tenderers regarding the contract award when publishing the evaluation results of the Financial Bids through the eProcurement portal.

**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 lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process. In case of termination, all tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.
- 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 D 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 F5**.

**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 online that his tender has been accepted. The letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). 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 discharge / return tender securities of the unsuccessful Tenderers.
- F3.4 After notification of award, unsuccessful Tenderers may request in writing to the Employer a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond, in writing, to any unsuccessful Tenderers who, after the notification of award, request a debriefing.

**F4 Performance Security**

- F4.1 The Performance Security shall be required in accordance with **Clause 4.2 of GCC/ SCC** from the



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Scheduled Commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of issue of the Letter of Acceptance. The form of Performance Security is provided in **Annexure-7 of ITT**.

**The Performance Guarantee should be valid for a period of 6 (six) months beyond the Defect Liability Period.**

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

- (a) Irrevocable bank guarantee in the prescribed format, given in **Annexure-7 of ITT**, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are given in key details of NIT. The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.
- (b) Bank Draft in favour of Uttar Pradesh Metro Rail Corporation Ltd. payable at Lucknow from a Scheduled Commercial Bank based in India.
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post offices based in India duly pledged/lien in favour of Uttar Pradesh Metro Rail Corporation Ltd. This FDR shall be in the name of the contractor and UPMRC and the contractor cannot encash/pre-mature this FDR without the discharge letter/NOC/approval of UPMRC. Also, UPMRC can encash this FDR without the approval of the contractor in case of non-compliance of terms of the contract. The confirmation of the same will invariably be sent by the issuing bank directly to UPMRC as per the format of **Annexure-8 of ITT**.

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. Also the requirement of Performance Security shall be distributed between/among the members of JV/Consortium as per their percentage participation while ensuring the security is in the name of JV / Consortium. The constituent members shall submit Performance Security (as per their % participation in JV / consortium) from their respective bank accounts. Performance Security executed

from the bank accounts of JV/Consortium or any other bank account shall not be accepted.

**F5 Signing of Agreement**

- F5.1 The Employer shall prepare the Contract Agreement in the form as prescribed in the Special Conditions of Contract, with such modifications/ notifications as may be necessary for duly incorporating all the terms of agreement between the two parties within 30 days of confirmation of BG towards Performance Security, but no sooner than 10 days from the date of issue of Letter of Acceptance the successful tenderer will be required to execute the Contract agreement.
- 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 action shall be taken as per tender conditions and tender security shall be forfeited.

**G Settlement of Disputes of the Tender Process**

Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Lucknow, Uttar Pradesh only and no other court or any other district of the country shall have any jurisdiction in the matter.

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## **Instructions to Tenderers**

### **Annexure 1 [As per Clause C6.1 & C2.2(f)]**

#### **Requirements for Tenderer's Technical Proposals**

##### **A. Requirements for Tenderer's Technical Proposals**

A1. The Tenderer's attention is drawn to the List of Definitions and List of Abbreviations in the Employer's Requirements and to Clause 1 of the General Conditions of Contract in which terms are defined.

A2. The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish the intended safety standards followed and installation and testing practices.

A3. The following paragraphs list the minimum documentation that shall be supplied by the Tenderer to enable technical evaluation of the tender. The Tenderer shall include any further information necessary to demonstrate the suitability of his proposal.

##### **B. General Requirements**

B1. The Tenderer shall study clause by clause all the clauses of the Employer's Requirements and confirm compliance to various tender specifications. Where the Tenderer is not able to comply fully with certain clauses and proposes a deviation, which, in his opinion, is advantageous for the employer and merits consideration, then the deviations shall be clearly listed separately in the Statement of Deviations (**Appendix-A to Annexure-1 of ITT**) Excepting the items listed in the statement of deviations, the contractor shall give a **Certificate of Compliance**, in the form attached, for all the items.

B2. The Tenderer shall also advise the conflicts, if any, in the tender documents between various functional requirements or specifications.

**B3. Proposal for requirements of Key staff / experts (Refer Appendix-G to Annexure- 1 of ITT).**

**B4. Proposal for sub-contractors (Appendix-B to Annexure-1 of ITT)**

B4.1 The tenderer should clearly identify how following major activities, covered in the scope of work, are proposed to be executed:-

- (i) Development of Preliminary Design & Definitive Design as per Scope of Contract
- (ii) Manufacturing, Procurement of Heavy Duty Machine Room Less Elevators
- (iii) Installation, Testing & commissioning of Heavy Duty Machine Room Less Elevators
- (iv) Services to be offered during DLP, AMC
  - (a) Maintenance Regime
  - (b) Spare Management
  - (c) Training Support

Item No. (i) & (ii) not to be subcontracted

B4.2 An undertaking for the subcontractor shall be provided as per Appendix-I of Annexure- 1 of ITT

B4.3 If the proposed sub contractor's credentials are acceptable to the Employer, the same will be communicated to the successful tenderer in LOA. Otherwise the successful tenderer will be required to approach the employer for his approval of the subcontractors proposed, or the alternative, as required, during execution stage.

##### **B5. Proposal for construction Machinery**

The tenderer should clearly bring out the minimum plant and machinery he possess or would be available through sub- contractor or through hiring for the purpose of the contract. During execution this will be required to be suitably augmented to meet the requirements.

**(Refer Appendix –H to Annexure ‘1’ of ITT)**

##### **B6. Proposal for Availability of Spares**

The tenderer to identify items which he proposes to import and what methodology will be adopted by the tenderer to ensure availability of spares and services for service life of the equipment.

**(Refer Appendix –E to Annexure ‘1’ of ITT)**

B7. Not used

##### **B8. Proposal for equipment /systems**

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The tenderer should indicate the details of the sources from which the following equipment /systems are proposed to be sourced in. **(Refer Appendix –D1 & D2 to Annexure ‘1’ of ITT)**

**Proven Design**

The Contractor shall develop the design based on this specification and on proven and reliable Engineering Practices. The design details shall be submitted with technical data and calculations to the Engineer for review and acceptance. The System, including all Sub-systems and Equipment shall be of proven design

practice. Sub-systems and Equipment of similar design philosophy shall have been in use and have established their performance reliability on at least one Mass Rapid Transit System or Suburban Railway System in Revenue Service over a period of at least two years.

Tenderers are required to submit Performance certificates from users in support of the above performance requirements.

For Elevators system/sub-system separately, the Tenderer shall submit:

(a) Technical Information of equipment proposed in Appendix- D1 of Annexure- 1 of ITT.

(b) Such technical notes or calculations necessary for understanding and explaining the Contractor's Technical Proposal in Appendix – D2 of Annexure- 1 of ITT.

(c) Codes and Standards complied.

A list of all codes and standards (as per specification) to be used in the design shall be provided.

A list of safety, standards followed for each subsystem shall also be provided. The Tenderer shall provide Justification for any codes or standards it proposes in its list as alternatives or additions to those Specified in the Employer's Requirements. The Tenderer will be required, during the Tender process, to provide certified English translation of any codes or standards it proposes to use and which are normally not available in English.

d) The Tenderer shall submit the following details as a minimum:

- **Type & performance of motor and drive System proposed**
- **Operating and Safety devices**
- **Emergency operations of Elevators (In case of fire. power failure etc.) including redundancy of each system & priority of operations.**
- **Energy Conservation Features (Efficiency of the system, regeneration etc).**
- **Signage and alarms including synchronization in BMS System.**
- **Control and monitoring equipment including Data Transfer facility.**
- **Provision for Differently able persons,**
- **Physical Space requirements**
- **Special design of door (40 lakhs operation)**
- **Protection of sophisticated components such as PCB & Sensors etc.**
- **Other technical details as required by the proposed model.**

The tenderer should note that the submission of details, in respect of providers of equipment's/systems, does not mean approval of the vendor. The successful bidder will be required to submit proposal for vendor approval for various equipments, assemblies, sub-assemblies, systems and sub-systems after award of the contract. The vendor detail submission at this stage is only from the point of view of understanding of the offer of the bidder.

The tenderers should satisfy themselves that the vendor details submitted by them are in line with the requirements of Clause 2.6.2, Volume 3. (Refer Appendix –D1 & D2 to Annexure “1”)

B9. The tenderer should submit an undertaking, in Appendix 'E' to Annexure “1” that he will make

credible arrangements for ensuring availability of critical spares and technical support, during the service life of the equipment/ spares/ M&P/ systems commissioned.

The Tenderer's technical proposal should also explain as to how he will ensure availability of critical spares and technical support for maintenance/up gradation during the service life of the equipment.

B10. The technical proposal should also explain the Tenderer's understanding of interfacing with other designated contractors/ power supply authorities/ statutory authorities. **(Refer Appendix –J to Annexure ‘1’)**

B11. The technical proposal should also contain the Tenderer's understanding of scope of work. **(Refer Appendix –K to Annexure -1of ITT)**

B12. The technical proposal shall also contain Electrical Contractor's license for Uttar Pradesh (Refer Appendix-L to Annexure–1 of ITT)

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transit System Project under the Contract LKE(02)-02.**

## **CERTIFICATE OF COMPLIANCE**

(On Tenderer’s Letterhead)

This Certificate is issued in the full knowledge that the Technical Proposals submitted by us, are in Clause by Clause Compliance with the Employer's Requirements and other specifications, including Addenda thereon, except as noted in Appendix A (Statement of Deviations) accompanying this Certificate.

**Signed**  
**Authorized Representative**

**Seal:**

**Date:**

**ANNEXURE - 1 APPENDIX A - STATEMENT OF DEVIATIONS**

(Refer Clause C 2.2)

Chapter Number	Clause Number	Details Of Deviations	Remarks explaining reasons for deviations and why it may be by the considered employer	Confirming that price of withdrawal of each deviation/s is given in Appendix-C to Annexure-4 of ITT in Financial Package (Yes/No)

1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in this Appendix-A our offer is fully and truly compliant.

**SIGNATURE OF THE TENDERER**

**Note:**

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents and will provide all equipment as per specifications.

LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”

**ANNEXURE 1**

**APPENDIX B (1) - SCHEDULE OF SUB-CONTRACTORS**

<b>Sl. No.</b>	<b>Description of Works proposed for sub- contracting</b>	<b>Name and Address of Sub- Contractor/Associate identified for executing such work</b>
1	2	3

**SIGNATURE OF THE TENDERER**

**Seal:**

**Date:**

LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”

#### ANNEXURE 1

#### APPENDIX B (2) - SCHEDULE OF PRE-QUALIFIED SUB-CONTRACTORS (WHOSE EXPERIENCE IS BEING CONSIDERED)

The proposals for the subcontractors whose experience is being utilized for pre-qualification should submit the proposal which shall include the following:-

- (a) A Memorandum of Understanding duly notarised and signed between Subcontractor and the Tenderer,
- (b) The MOU shall include the following:-
  - i) The MOU will be in line with the contractual obligations and the subcontractor shall be responsible for their scope of work and accountable to UPMRC in accordance with the contract terms, and a relevant statement to this effect shall be included in the MOU.
  - ii) **Subcontractor's Scope of work:** The scope of work awarded to the subcontractor shall be clearly defined and it shall be in accordance with the Prequalification requirement.
  - iii) **The subcontractor's compliance for the SHE policy, Labour Laws and Quality assurance during execution of the works.**
  - iv) **All the resources including manpower, tools and test equipment shall be deployed as per the work programme of the Tenderer.**
- (c) Site organization chart of the subcontractor and supervising manpower from the tenderer (over subcontractor) as per their scope of work
- (d) The details of man-power deployment of key-personnel's with their CV as per the format given in Appendix-G to Annexure-4 of ITT.
- (e) The undertaking from the subcontractor that the resources proposed will entirely be dedicated for this project only and will not be shared with other contractors.

The subcontractor shall provide an undertaking that “*We confirm that Experts included for this contract will be solely assigned for this project only and if any expert once approved is not found suitable and/or continuation of any person, if not in the interest of the project he will be suitably replaced.*”
- (f) Subcontractor's understanding of work and methodology for execution of work
- (g) The subcontractor has to execute the subcontractor's warranty after award of the works as per the format given in SCC schedules.

**In case of subcontractor's work/performance found unsatisfactory by UPMRC at any stage then the tenderer shall replace the subcontractor (from pre-qualified subcontractors) without any extra cost implication to UPMRC.**

LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”

# **ANNEXURE - 1**

(To be submitted with price in financial bid & unpriced with technical bid)

## **APPENDIX C - Pricing of Unqualified Withdrawal of Conditions, Qualifications, Deviations, etc**

Item	Condition, Qualification, Deviation, etc	Key date affected by each condition, qualification, deviation, etc.	Increase or Decrease for unqualified withdrawal of each conditions,
			<u>Indian Rupees</u>
<b>Total</b>			

Note: In connecting this appendix, the Tenderer shall show every key date that will be affected by each condition, qualification, deviation, etc., included in his Financial Package for the unqualified withdrawal of that condition, qualification, deviation, etc.

1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in this Appendix-A our offer is fully and truly compliant.

**SIGNATURE OF THE TENDERER**

**Seal:**

**Date:**



LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”

**ANNEXURE - 1**

**APPENDIX D1 - PROPOSAL FOR EQUIPMENT / SYSTEMS (ELEVATORS)**

1	Machine	4	5	6	7	8	9	10
<b>A.</b>	<b>Main Driving Motor</b>							
(i)	Make and Type							
(ii)	Type of Enclosure							
(iii)	Voltage between Terminals							
(iv)	Current in Amps at Rated Outputs							
(v)	Rated output in HP							
(vi)	Class of Rating							
(vii)	Speed in rpm at rated output							
(viii)	Type, size and make of Bearings							
(ix)	Class of Insulation							
(x)	Temperature rise in full load							
<b>B</b>	<b>Brake</b>							
(i)	Make and Type							
(ii)	Type							
(iii)	Width & Diameter of Break Wheel							
(iv)	Method of Adjustment							
(v)	Provision for Manual Release							
<b>2</b>	<b><u>Car</u></b>							
(i)	Dimensions(Internal)							
(ii)	Weight (approx.)							

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

(iii)	Contract Load							
(iv)	Maximum speed							
(v)	Acceleration							
(vi)	Retardation							
(vii)	Method of Suspension							
(viii)	Time for Travel between Floors							
(ix)	Type of Safety Gear							
<b>3</b>	<b><u>Control Equipment</u></b>							
<b>A.</b>	<b><u>Control Systems</u></b>							
(i)	System of Control & Working DC Voltage for Control							
(ii)	Type of Gate Lock							
(iii)	Any special Features							
<b>B.</b>	<b><u>Self-Levelling System</u></b>							
(i)	Type of Car Levelling Device							
(ii)	Any special Features							
<b>C.</b>	<b><u>Limit Switches</u></b>							
(i)	Type							
(ii)	Any special Features							
<b>4</b>	<b><u>Suspension Ropes / Coated Steel Belts</u></b>							
(i)	No. of Ropes /Belts							
(ii)	Size and No.of Strands in Each Rope/Belts							
(iii)	Factor of Safety							

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

(iv)	Method of Attachment to the Car							
(v)	Method of Attachment to the Counter Weight							
<b>5</b>	<b><u>Counter Weight</u></b>							
(i)	No. Of Sections							
(ii)	Weight of Each Section							
(iii)	Type of Guide Shoes							
(iv)	Method of Load Equalisation of Ropes							
<b>6</b>	<b><u>Painting</u></b>							
	Full Particulars Should be given							
<b>7</b>	<b><u>Special Inclusion (If Any)</u></b>							

**SIGNATURE OF THE TENDERER**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**Instructions to Tenderers**

**Annexure-1**

**Appendix D2 - Proposal for equipments / systems(vendors) (Elevators)**

**(TENDERS TECHNICAL PROPOSALS)**

*On Tenderers Letter head*

We, the (Tenderer / Consortium of) M/s.....  
.....(Name of Leader of Consortium / Name of Tenderer) and  
M/s..... (Name of other member/s of  
Consortium), hereby confirm and certified that:

- 1) We have understood the Scope of Work defined in the Tender Documents and will execute the work within the stipulated Key Dates, provided in Appendix – 1A of Form of Tender and Key Dates (KD3 to KD5) will be complied with subject to grant of Access to Site as per General Conditions of Contract (GCC).
- 2) All the interfaces as defined in the Appendix-A of PS or elsewhere in the tender document to execute the work will be done by us and at Design stage, we will submit Interface Management Plan giving details of Interfaces involved with relevant Designated Contractor and obtain approval of “Engineer”.
- 3) We will submit Plan for Installation, Testing and Commissioning of each sub –system and final Integration plan of the system during design stage and seek approval of Engineer.
- 4) We will arrange all the required training facilities & proposed training programme required as per the terms and conditions of Contract.
- 5) We will arrange all the required Transport and lifting / access arrangements required for the heavy equipment.
- 6) We have updated the list of spares including Lead-time, Price, etc as provided in the Appendix – E of Particular Specifications.
- 7) We shall provide adequate signage and graphics as being statutory requirements, for the safe and proper utilization of each equipment, in adequate number exhibited at required locations.
- 8) The system will be designed taking into consideration the climate conditions of Lucknow, Kanpur & Agra (i.e. higher ambient temperatures, strong winds, dusty conditions, and high humidity, etc) and incorporate adequate measures to ensure that the performance of our proposed system remain unaffected due to such conditions.
- 9) Our offered Elevators shall be capable of operating satisfactorily and smoothly at a rate of 180 motors starts per hour or above for a period of not less than 20 hours per day, seven days early, within the environment conditions as stated in the General Specification and at the location where the elevators are to be installed. These elevators shall be designed for minimum 13, 14,000 (Thirteen lakhs and Fourteen Thousand) operation per year and with the minimum failures as defined in PS.
- 10) We will develop the design based on the specification stipulated in the Tender Document and on proven and reliable Engineering Practices. During design stage, the design detail shall be submitted with technical data and calculations to the Employer for review and approval.  
Our offered / proposed system / sub-systems as per requirements at (9) has been in use and have established their performance reliability on following MRTS during past 10 years:-

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

S. No.	Name of MRTS	No. of Years in use. (for minimum 2 years)	Remarks (if any )
1.			
2.			

The performance certificates from the client / user of the system are enclosed/ will be submitted with the Design Submission.

Our offered system will meet the reliability, availability and maintainability as defined in the Employer Requirement, which will be established & demonstrated during the Design Stage.

- 12) Our offered system/ sub-system achieves the minimum service life given below and failure rate of the components shall not exceed 5%. [as per Clause 8.1.1 of PS].

Item	Service Life (years)
(i). Safety gear rope / coated steel belt	8
(ii). Governor	20
(iii). Anti Creep Device	20
(iv). Hoisting chain / hoisting rope	8
(v). Contactors / relays	10
(vi). Traction machine / motor	20

The Service life of other equipments / Parts shall be defined in the design submission.

- 13) We shall establish and maintain documented procedures using ISO 9001 to control and verify the design of system and all its components.
- 14) We confirm that the Elevators will comply with the Chapter 6 of Particular Specifications pertaining to Operating and Safety Devices.
- 15) We shall provide built – in diagnostics and remote monitoring functions as per Clause – 6.20 of the Particular specifications.
- 16) The work shall be carried out in accordance with the following governing specifications and other statutory rules / codes specified in Particular Specifications:- □ IS 14665: All parts (latest version)

- IS 15330 : Installation and maintenance of lifts for handicapped person – Code of Practise
- IS 7759 : Specification for lift doors locking devices and controls
- IS 1860: Code of practice for Installation, Operation and Maintenance of Electric passenger and Goods lifts.
- EN 81 as amended from time to time.
- BS 5655 : Safety rules for Construction and Installation of Electric lifts.
- “Guidelines and space standard for Barrier free Built Environment for Disables And Elderly Persons” published by C.P.W.D. (Central Public Works Department) India
- Guidelines for safety of elevator circulated vide A. V. series circular no. 822, issued by Ministry of Urban Development and Poverty Alleviation, Govt. of India vide their letter no. C-31011/1/2001-AVII dated 7.12.2001
- ISO 1459 , ISO 1460, ISO 1461, ISO 2064, ISO 2177, ISO 2178 and ISO 2859.
- BS 729
- IEC 228 and IEC 502

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

- Fire safety requirements generally as per NFPA – 130.
- Earth system shall conform to IS 3043: 1987.
- EMC requirements as per EN 50081–1, EN 50082 – 2, EN 12015 and EN 12016.
- For Glass and glazing will comply with BS 952 Part 1, BS 5750, BS 5713, BS6206 and BS 6262.
- Central Electricity Authority Regulations 2010 with latest amendments. □ Indian Electricity Act 1910 with latest amendments.
- Rules and Regulations prescribed by local authorities as applicable.
- Relevant, Indian Standards, IEC Standards, British Standards, and other National/International standards as applicable.

17) The proposed Elevators will comply with following minimum factors of Safety :- (i)

Belt / Rope – 12

(ii) Car frame – At least 5

(iii) Car platforms – At least 5

18) Our offered Elevators will meet the following specification as required by the UPMRC

1.	Nominal Speed	1 m/sec
2.	Carrying Capacity (rates load) for 13 persons	1000kg
3.	Minimal internal dimension for elevator car of 13 persons / 1000 Kg	Minimum 1600 mm (W) x Minimum 1400 mm (D) for Normal / Hanging Type Lift Or Minimum 1600 mm (W) x Minimum 1400 mm (D) for Through Type Lift
4.	False ceiling height of car	not less than 2300 mm
5.	Car and landing entrance clear opening width for 13 persons Elevators	minimum 1000 mm.
6.	Height of Car and landing entrance	Not less than 2100 mm
7.	Leveling accuracy with finished floor level	± 5 mm

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8.	The elevator for 13 person will be accommodated in the available shaft of dimension 2500 (W) X 1900 (D) (For Non-Hanging / Normal) 2500 (W) X 2100 (D) (For Hanging / Normal) 2100 (W) X 2500 (D) (For Through Type Lift) with any variation in tune of +250mm and - 100 mm
9.	Door shall be of Center Opening Type
10.	Elevator shall be configured so that it is possible to handle Physically Challenged persons.
11.	Running clearance between elevator car threshold and landing door sill not less than 15 mm but not more than 30 mm
12.	The motor shall be capable of not less than 180 starts per hour without excessive temperature rise
13.	Motor used shall be designed for 110% of rated load
14.	The Electro-magnetic brake shall be of the spring applied and electrically released type
15.	The brake shall be capable of stopping and holding the Elevator car in its downward travel to rest with 125% of its rated load from the maximum governor tripping speed
16.	No wood or other combustible materials shall be used for any part of the Elevator car including car door and emergency trap door. PVC & Asbestos shall be not be used in any component.
17.	The enclosure shall be insulated to prevent the transmission of noise and vibration from the car frame
18.	The toe guard for elevators shall be made of galvanized sheet steel of not less than 1.5 mm thick and painted and shall be adequately braced at the back. The depth of the toe guard shall be sufficient to prevent any object from being trapped between the underside of the car platform and the landing during re-leveling operation (with a minimum of 700 mm)

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

19.	Each Elevator car shall be adequately ventilated to a minimum standard of 20 air changes per hour. The fans shall be located above the suspended ceiling or recessed in the car ceiling as appropriate. The noise from the fan measured at a distance of 1 meter away within the Elevator car shall not exceed 50 dBA (+5%).
20.	The fire rating of the glass for car door shall be complying with the requirement as per National Building Code.
21.	The fire rating of the glass for landing door shall be minimum 1 hour.
22.	On “Without Attendant” mode, if no command is registered or due to some abnormality in Lift Safety Circuit, after the expiry of a preset time interval of 10-30 seconds (Adjustable) the door shall re-open <u>and remain open</u> .
23.	The Landing door will be provided with locking and interlocking device to prevent the operation of elevator unless all landing doors are closed and locked and Locking device will have at least IP 20 protection.
24.	MCB box will have IP-54 protection.
25.	In case Maintenance Access Panel (MAP) is exposed to open area, its enclosure shall be IP 55, Pilfer proof
26.	All hoistway and car top safety switches and Car Junction box shall be rated to IP Class 55 (minimum).
27.	All field wiring shall be multi-strand copper conductor type. No joints shall be permitted in any cables or wires in any location.
28.	The outer sheath of flexible trailing cables shall be of waterproof and flame retardant material. A total of 10 or 10% of the total number of wires used whichever is more and 2 spare shield cables shall be provided per Elevator.
29.	A battery back-up device to home the Elevators to the landing in the event of power failure shall be provided. This shall be able to move the elevators with any load from no load to full load at reduced speed to the landing and open the doors. In this case landing accuracy shall be less than +/- 10.0 mm



**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

30.	ARD start time can be adjusted from 0 to 30 sec depending upon resumption of emergency supply from alternative source / DG sets
31.	The capacity of the battery when fully charged, shall be capable of operating the Elevator at rated load from one landing to another landing for a minimum of 3 trips without further charging. To ensure the same new battery shall be capable to perform the test for 6 trips without intermediate charging at the time commissioning.
32.	Noise levels resulting from the operation of the elevator, including direct sound transmission, breakout noise and re-radiation of structure borne noise shall not exceed 55dB(A) (fast response) at 1.5m from the elevator shaft and 1.5m above the floor. Machinery noise level under normal operating conditions shall not exceed 70 dB(A) at 1m from the equipment in free field and the total noise level in a moving elevator car shall not exceed 55dB(A) with ventilation fan operating.

- 19) The proposed Elevators will comply with all the Mechanical, Electrical and Safety requirements a specified in the Tender documents.
- 20) The above undertaking is indicative, to convey that the offer is Technically compliant with the requirements of the Tender. But it will not absolve us of the necessity to comply with the specific requirements of the clauses except those separately brought out as Deviations in the Deviation Statement and agreed to by the Employer.
- 21) All the deviations (if any) have been specified in the Deviation statements and priced in the financial offer. No additional Deviations/Conditions / Qualifications, etc have been included in the Offer.

Signed.....

(to be signed by the authorised representative of the applicant)

**Dated:**.....

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

## INSTRUCTIONS TO TENDERERS

### ANNEXURE – 1

#### APPENDIX D3 – PROPOSAL FOR EQUIPMENT / SYSTEMS (ESCALATORS)

S. No	Item / Description	Technical Design feature of the proposed equipment	Deviation if any from PS and reason
1.1	Manufacturer name and make		
1.2	Model no. & overall dimensions		
1.3	Distance between balustrades		
1.4	Step width (tread width)		
1.5	Capacity (Passengers / hour)		
1.6	Travel / Rise		
1.7	Linear speed		
1.8	Angle of inclination		
1.9	Power supply		
1.10	Noise level		
1.11	Top landing width		
1.12	Number of horizontal steps  i. Upper part  ii. Lower Part		
1.13	Type of drive unit (chain / worm)		
1.14	Designed drive efficiency		
2.0	Supporting of Truss  i. Type of truss  ii. Material of truss  iii. Construction details of truss		
3.0	Travelling Handrails  i. Details of Handrails  ii. Covering  iii. Safety Guards		
4.0	Step arrangement  i. Material  ii. Width  iii. Depth  iv. Rise		

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

5.0	Lubrication  i. Type  ii. Model		
6.0	Decoration  i. Interior panels  ii. Exterior panels		
7.0	Safety Devices and Controls  i. Details of each safety device and controls shall be supplied by the tenderer along with tender  ii. Principle of operation of each device with a diagrammatic sketch  iii. An isometric view of the escalator showing the location of each safety device.		
8.0	Special Inclusions (if any)		

**Table – 2**  
**Escalator Outline Data – Dimensions and Loading Details**

*(To be filled by the Tenderer for all Categories)*

S. No	Item / Description	4m	5m	6m	7m	8m	9m	10m
1	Vertical rise max.							
2	Vertical rise min.							
3	Transition Radius Upper (mm)							
4	Transition Radius Lower (mm)							
5	Overall width (mm)							
6	Distance between supports (mm)							
7	Upper head length (mm)							
8	Lower head length (mm)							
9	Horizontal difference between EWPs							
10	Distance between upper WP to Newel end (mm)							
11	Distance between lower WP to Newel end (mm)							
12	Handrail height at upper landing (mm)							
13	Handrail height at lower landing (mm)							
14	Handrail height at above landing (mm)							
15	Truss depth at upper end (mm)							
16	Truss depth at lower end (mm)							
17	Pit depth (mm)							
18	Pit length (mm)							
19	Pit width (mm)							
20	Drain recess depth (mm)							

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

21	Drain recess length (mm)							
22	No. of Intermediate supports required							
23	Reaction at upper support kN							
24	Reaction at lower support kN							
25	Reaction at each intermediate support kN							

SIGNATURE OF THE TENDERER

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**Instructions to Tenderers**

**Annexure – 1**

**Appendix D4 – Proposal for equipments / systems (vendors) (Escalators)**

**(TENDERS TECHNICAL PROPOSALS)**

***On Tenderers Letter head***

We, the (Tenderer / Consortium of) M/s ..... (Name of Leader of Consortium / Name of Tenderer) and M/s ..... (Name of other member/s of Consortium), hereby confirm and certified that:

1. We have understood the Scope of Work defined in the Tender Documents and will execute the work within the stipulated Key Dates, provided in Appendix – 1A and Key Dates (KD3 to KD5) will be complied with subject to grant of Access to Site as per General Conditions of Contract (GC).
2. All the interfaces as defined in the Appendix-A of PS or elsewhere in the tender document to execute the work will be done by us and at Design stage, we will submit Interface Management Plan giving details of Interfaces involved with relevant Designated Contractor and obtain approval of “Engineer”.
3. We will submit Plan for Installation, Testing and Commissioning of each sub – system and final Integration plan of the system during design stage and seek approval of Engineer.
4. We will arrange all the required training facilities & proposed training programme required as per the terms and conditions of Contract.
5. We will arrange all the required Transport and lifting / access arrangements required for the heavy equipment.
6. We have updated the list of spares including Lead-time, Price, etc. as provided in the Appendix – E of Particular Specifications.
7. We shall provide adequate signage and graphics as being statutory requirements, for the safe and proper utilization of each equipment, in adequate number exhibited at required locations.
8. The system will be designed taking into consideration the climate conditions of National Capital Region (i.e. higher ambient temperatures, dusty conditions, and high seasonal humidity, etc.) and incorporate adequate measures to ensure that the performance of our proposed system remain unaffected due to such conditions.
9. Our offered Escalator shall have heavy duty with proven design of energy Efficient VVVF drive, reversible type and capable of operating safely, smoothly and continuously in both directions for a period of not less than 20 hours a day, seven (7) days a week with an alternating passenger load reaching 100% of Contract Load (120kg per step, including all horizontal steps) for two hour and 50% of Contract Load for the following hour within the environmental conditions as stated in the General Specification and at the location where the escalators are to be installed. The proposed escalators will be of proven, tested and sustainable product for MRTS applications.
10. We will develop the design based on the specification stipulated in the Tender Document and on proven and reliable Engineering Practices. During design stage, the design detail shall be submitted with technical data and calculations to the Employer for review and approval.

Our offered / proposed system / sub-systems as per requirements at (9) has been in use and have established their performance reliability on following MRTS during past 10 years:-

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

S. No.	Name of MRTS	No. of Years in use (for minimum 2 years)	Remarks (if any)
1			
2			

The performance certificates from the client / user of the system are enclosed/ will be submitted with the Design Submission.

11. Our offered system will meet the reliability, availability and maintainability as defined in the Employer Requirement, which will be established & demonstrated during the Design Stage.
12. Our offered system/ sub-system achieves the minimum service life given below and failure rate of the components shall not exceed 5%. [as per Clause 8.1.1 of PS].

Item	Service Life (years)
(i) Design life of System	15
(ii) Steps	15
(iii) Relays, timers and control gear	8
(iv) Handrail drive system	15
(v) Step chains and step axles	15
(vi) Tension carriage assembly	15
(vii) Main drive assembly	15
(viii) Emergency brake assembly	15
(ix) Step and Chain rollers	8
(x) Handrail	4
(xi) Ball or roller bearing	110,000 operating hours/8 years

The Service life of other equipments / Parts shall be defined in the design submission.

13. We shall establish and maintain documented procedures using ISO 9001 to control and verify the design of system and all its components.
14. We confirm that the Escalators will comply with the Clause 5.8 of Particular Specifications pertaining to Operating and Safety Devices.
15. We shall provide built – in diagnostics and remote monitoring functions as per Clause – 5.10 of the Particular specifications.
16. The work shall be carried out in accordance with the following governing specifications and other statutory rules / codes specified in Particular Specifications.:-
  - EN 115
  - IS4591
  - Fire safety requirements generally as per NFPA – 130.
  - Earth system shall conform to IS 3043: 1987.

17. The proposed Escalators will comply with following minimum factors of Safety :-

- i) Step roller tracks and steps – 5
- ii) Driving Machinery – 5 for steel and bronze components; 10 for cast iron parts.
- iii) Chains – 5.

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

iv) Trusses and Any other item (if not specified in PS) As per EN 115 (as applicable for Public Service Escalators).

Our offered Escalators will meet the following specification as required by the UPMRC

Item	Requirement
Width of step	1000mm
No of flat step at both upper and lower landing	3 nos.
Service Speed	0.5 m/sec
Maintenance / idling / crawling speed	≤ 0.2 m/sec
All the keys for Controller and control panel shall be common for all escalators	
Float switch / flooding sensor in Lower pit to stop the escalator if the pit is floated.	
PVC & Asbestos shall not be used in any component	
In all Escalators it shall be possible to reverse its direction of travel. After reversal of direction, the escalator shall run smoothly in the desired direction without adjustment and under rated load condition (Refer Clause 5.2.19 of PS).	
All parts, elements and sub assemblies and assemblies shall be totally interchangeable between escalators (Refer Clause 5.2.20 of PS).	

18. The Energy saving features in Escalators will be provided to achieve minimum 30% Energy Saving when the Escalator is operating at No load Switching of Escalator back to normal speed will be smooth i.e. without any jerk to the Escalators.
19. The proposed Escalators will comply with all the Mechanical, Electrical and Safety requirements specified in the Tender documents.
20. The above undertaking is indicative, to convey that the offer is Technology compliant with the requirements of the Tender. But it will not absolve us of the necessity to comply with the specific requirements of the clauses except those separately brought out as Deviations in the Deviation Statement and agreed to by the Employer.
21. All the deviations (if any) have been specified in the Deviations statements and priced in the financial offer. No additional Deviations/Conditions/ Qualifications, etc. have been included in the offer.

Signed : .....

(to be signed by the authorised representative of the applicant)

Dated : .....

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**ANNEXURE - 1**

**APPENDIX E - UNDERTAKING FOR AVAILABILITY OF SPARE**

We hereby certify that we will make credible arrangement for ensuring availability of critical spares and technical support for maintenance and upgradation of equipment/ systems/ M&P/ Software/ Manuals during their service life.

Signature of authorized representative

Seal

Date



**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

## **ANNEXURE 1**

### **APPENDIX F**

**Not Used**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

## **ANNEXURE - 1 APPENDIX G - PROJECT ORGANISATION**

### **MINIMUM KEY STAFF REQUIREMENT FOR EACH LIFT & ESCALATORS**

<b>S. No</b>	<b>DESIGNATION</b>	<b>Number (Lift)</b>	<b>Number (Escalator)</b>
a	Chief Project Manager	1	
b	Project Manager	1	1
d	Design Engineer	2	2
e	Production Engineer	2	2
f	Elevators Specialist	2	2
g	Mechanical Engineer	1	1
h	Installation Specialist	2	2
i	SHE Organisation	AS PER CONDITIONS OF SHE	AS PER CONDITIONS OF SHE
j	Civil & Structural Engineer	1	

- (a) **Chief Project Manager**– Engineering Graduate having minimum 12 years of total experience out of which 5 years should be in projects of similar nature.
- (b) **Project Manager** – Engineering Diploma having minimum 8 years of total experience out of which 4 years should be in projects of similar nature.
- (c) **Design Engineer, Production Engineer, Elevator Specialist and Mechanical Engineer** – Engineering Diploma having minimum 5 years of total experience out of which 3 years should be in project of similar nature.
- (d) **Installation Specialist** – Engineering Diploma having minimum 5 years of total experience out of which 3 years should be in projects of similar nature.
- (e) **SHE Organisation**– As per the qualification and experience given in General Instruction – 2 of UPMRC SHE manual (shall include an Accident prevention Officer).
- (f) **Civil & Structural Engineer** – Engineering Diploma having minimum 5 years of total experience out of which 2 years should be in projects of similar nature.

### **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.

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

- ii) 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.

Please note that in case UPMRC judges that the continuation of any person of the Tenderer including its subcontractor (s) is not in the interest of project, a written notice will be given to Tenderer, who has to promptly remove the person within a week. UPMRC can withdraw the approval of any persons at any stage during execution.

- (iv) Except as the Employer may otherwise agree, no changes shall be made in the key personnel and if for any reason beyond the reasonable control of the contractor, it becomes necessary to replace any of the personal, the contractor shall forth will provide as a replacement, a person of equivalent or superior qualifications with the approval of the Employer within 30 days from the date of approval.

- (v) Key personnel shall be good in writing and speaking English language in order to fulfill contractual obligation under the contract.

#### **UNDERTAKING:**

- i) We confirm to deploy project-personnel required to achieve progress of work as per approved construction work program.
- ii) We confirm to deploy manpower requirement of SHE Organization as required under Conditions of Contract on Safety, Health & Environment (SHE) version 1.2, and also confirm to deploy manpower over and above the minimum numbers, if the work requires so.

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

## BIO-DATA

Applicant’s legal name ..... Date.....

Group Member’s legal name..... Page ..... of ..... pages

### Key Staff Bio-data (Provide information for all key staff)

<b>Name of Applicant</b>			
Position			
<i>Candidate Information</i>	Name of Candidate	Date of Birth	
	Professional Qualifications		
<i>Present employment</i>	Name of Employer		
	Address of Employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	Email ID	
	Job title of candidate	Years with present employer	

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

*Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project*

<i>From</i>	<i>To</i>	<i>Company / Project / Position / Relevant technical and managerial Experience</i>

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**ANNEXURE - 1**

**APPENDIX H – PROPOSAL FOR CONSTRUCTION MACHINERY**

<b>Sl. No.</b>	<b>Construction Machinery</b>	<b>No.</b>
1		
2		
3		
4		
5		
6		

We confirm that above minimum requirement of construction machinery will be mobilized by us for the work in addition to other machineries, tools, plants and testing equipments required.

We also confirm that this is minimum project specific mobilization and these will be suitably augmented, as required for achieving the tender requirements.

**SIGNATURE OF THE TENDERER**

**Seal:**

**Date:**

LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”

**ANNEXURE - 1**

**APPENDIX I - SUB CONTRACTOR UNDERTAKING**

We hereby confirm that if any sub-contractor is proposed by us for any of the works listed below, we will submit a proposal, complying with sub-contractor’s requirement of GCC and SCC for Employer’s approval.

We also confirm that Electrical Sub contractor works will be executed by Licensed Electrical Sub Contractors

- 1. .... (ITEMS & ACTIVITIES AS IN SCOPE OF TENDER)
- 2. ....
- 3. ....
- 4. ....
- 5. ....

**SIGNATURE OF THE TENDERER**

**Seal Date:**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**ANNEXURE - 1**

**APPENDIX J - INTERFACE REQUIREMENT UNDERTAKING**

Our understanding of the interfacing requirement is enclosed herewith.

We hereby confirm that our offer is fully compliant with the interfacing requirement as stipulated in Appendix-A of Particular Specification or elsewhere in tender document with Other Designated Contractors/ Various Authorities/ Statutory Authorities. Any omission, deviation, negligence etc. shall be taken care during Design & Execution Stage at no extra cost to UPMRC.

**SIGNATURE OF THE TENDERER**

**Seal Date:**



**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**ANNEXURE - 1**

**APPENDIX K – SCOPE OF WORK COMPLIANCE UNDERTAKING**

Our understanding to the scope of work is enclosed herewith.

We hereby confirm that our offer is fully compliant with the scope of work detailed in Tender Specifications, except deviations listed separately in the statement of Deviations (Appendix-“A”) and the price of withdrawal of deviations is included in Appendix-“C”.

**SIGNATURE OF THE TENDERER**

**Seal Date:**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**APPENDIX L – ELECTRICAL CONTRACTOR LICENSE**

**(To be enclosed)**

**Instructions to Tenderers  
Annexure 2 (As per Clause C8.1)  
Requirements for Tender Programme**

- 1) The Tender Programme shall show how the Tenderer proposes to organize and carry out the Works

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

and to achieve Stages and complete the whole of the Works by the given Key Dates.

- 2) The Tender Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show the co-ordination with System wide Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- 3) The Tender Programme shall include the Tenderer's and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- 4) The Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- 5) The Tenderer should have regard to the possibility, as referred to in paragraph C8 of the Instructions to Tenderers, which during the tender evaluation period the Tender Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process, the Tenderer shall, in the preparation of the Tender Programme, take due account of the provisions of Appendix 4 to the Employer's Requirements in so far as they concern the Works Programme.
- 6) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, the facilities available.
- 7) The Tenderer shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submitted as part of his Tender. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Works.
- 8) All programmes shall include, procurement periods, major material, offsite production/ prefabrication, temporary construction, interface and periods for system wide, utility and adjacent contractors etc.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**Instructions to Tenderers  
Annexure 3, 4, 5- Deleted**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**Instructions to Tenderers  
Annexure 6 (As per Clause C18.1)  
FORM OF BANK GUARANTEE FOR TENDER SECURITY**

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

1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at.....(Name of country) (here in after called “the Bank”) are bound unto Uttar Pradesh Metro Rail Corporation Limited (hereinafter called “the Employer”) in the sum of Rs.. .....for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS..... (Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated ..... for..... (Name of the work as per clause 1.1 of NIT) hereinafter called the tender.  
AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. .... as Tender Security against the Tenderer’s offer as aforesaid.  
AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
  - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
  - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
  - c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - d. That this Guarantee commences from the date hereof and shall remain in force till .....
  - e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. **THE CONDITIONS OF THIS OBLIGATION ARE:**
  - a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
  - b. if the Tenderer does not accept the correction of his tender price in terms of Clause **E5.2** of the “Instructions to Tenderers”.
  - c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:
    - i. fails or refuses to furnish the Performance Security in accordance with Clause **F 4.1** of the “Instructions to Tenderers” and/or
    - ii. fails or refuses to enter into a Contract within the time limit specified in Clause **F 5** of the “Instructions to Tenderers”.
    - iii. fails or refuse to furnish the unconditional acceptance of LOA within the time limit specified in clause **F3.1 of ITT**.

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

Notwithstanding anything contained herein:

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

- (a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
- (b) This Bank Guarantee shall be valid up to .....
- (c) We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before..... (claim period of BG shall be 6 months beyond the expiry date of BG)

**Signature of Witness**

Name :.....

Address: .....

**Signature of Authorised Official of the Bank**

Name of Official:.....

Designation: .....

Stamp/Seal of the Bank.....

**Notes:**

- i. Stamp paper of appropriate value shall be purchased in name of the bank who issues the Bank Guarantee.
- ii. The Bank Guarantee shall be issued from Scheduled Commercial Bank in India.
- iii. Bank Guarantee should be issued on Structured Financial Messaging System (SFMS) platform.
- iv. In case of JV/ Consortium, Tenderer may submit BG for Tender Security/ EMD in the name of JV/ Consortium or in the name of any partner.
- v. The bank details of UPMRC have been given in key details of NIT for the preparation of Bank Guarantees:
- vi. The claim period of BG shall be 6 months beyond the expiry date of BG

**Instructions to Bidders  
Annexure – 6A**

**UNDERTAKING FOR ENCASHMENT / FORFEITURE OF TENDER SECURITY  
(Refer Clause C 18 of ITT)**

We, \_\_\_\_\_ (Legal Name of JV / Consortium)  
hereby confirm that Tender Security submitted in the form of FDR / Bank Guarantee (tick whichever is  
applicable) for the Contract \_\_\_\_\_ (Contract No.) in the name of  
\_\_\_\_\_ (name of the substantial member of JV /  
Consortium on whose name Tender Security is submitted) is on behalf of ..... (Legal Name of  
the JV / Consortium).

We also undertake that in the event of encashment / forfeiture of Tender Security by the Employer in terms  
of tender provisions, none of the constituent members of ..... (Legal Name of JV / Consortium) will  
have any objection for the same.

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY(IES)**

---

**Note :**

1. The undertaking is to be submitted in case the tender security (in form of FDR / Bank Guarantee) is  
submitted in the name of JV / Consortium members.
2. JV / Consortium Member on whose name the tender security is submitted shall be substantial  
member.

---

**Instructions to Tenderers**

**Annexure 7 (As per Clause F4.1)**

**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 Uttar Pradesh Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Uttar Pradesh Metro Rail Corporation Limited has awarded the contract for ..... (Name of work as per Clause 1.1 of NIT) (hereinafter called the contract) to ..... (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 Rs..... (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 Rs. .... (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 on demand without delay and demur and 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 relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till..... (The initial period for which this Guarantee will be valid must be for at least Six-months (Six months) longer than the anticipated expiry date of defect liability period as stated in Clause 4.2.1(i) of the “General Conditions of Contract”). claim period of BG shall be 6 months beyond the expiry date of BG .
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 Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. 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.



**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
11. Notwithstanding anything contained herein:
- Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
  - This Bank Guarantee shall be valid up to .....
  - 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... ..... (claim period of BG shall be 6 months beyond the expiry date of BG).

**Signature of  
Authorized Official of the Bank**

**Signature of Witness**

Name : .....

Address : .....

Name of Official .....

Designation .....

Stamp/Seal of the Bank.....

**Notes:**

- Stamp paper of appropriate value shall be purchased in name of the bank who issues the Bank Guarantee.
- The Bank Guarantee shall be issued from Scheduled Commercial Bank in India.
- Bank Guarantee should be issued on Structured Financial Messaging System (SFMS) platform.
- The bank details of UPMRC has been given in key details of NIT for the preparation of Bank Guarantees:
- The claim period of BG shall be 6 months beyond the expiry date of BG

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**INSTRUCTIONS TO TENDERERS**

**Annexure 7A**

**(As per Clause C12.3 of ITT)**

**FORM OF ADDITIONAL BANK GUARANTEE**

1. This deed of Guarantee made this day of ..... (month & year) between Bank of.....  
..... (hereinafter called the “Bank”) of the one part, and Uttar Pradesh Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Uttar Pradesh Metro Rail Corporation Limited has awarded the contract for..... (Name of work) (hereinafter called the contract) to ..... (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 Rs.... (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 Rs. .... (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 on demand without delay and demur and 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 relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till ..... (The initial period for which this Guarantee will be valid must be for at least Six-months (Six months) longer than the anticipated expiry date of defect liability period as stated in Clause 4.2.1(i) of the “General Conditions of Contract”). Further claim period of BG shall be 6 months beyond the expiry date of BG
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 Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. 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.

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

11. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- 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... ..... (claim period of BG shall be 6 months beyond the expiry date of BG ).

**Signature of  
Authorized Official of the Bank**

**Signature of Witness**

Name : .....

Address : .....

Name of Official .....

Designation .....

Stamp/Seal of the Bank.....

**Notes:**

- i. Stamp paper of appropriate value shall be purchased in name of the bank who issues the Bank Guarantee.
- ii. The Bank Guarantee shall be issued from Scheduled Commercial Bank in India.
- iii. Bank Guarantee should be issued on Structured Financial Messaging System (SFMS) platform.
- iv. The bank details of UPMRC has been given in key details of NIT for the preparation of Bank Guarantees:
- v. The claim period of BG shall be 6 months beyond the expiry date of BG

**Instructions to Tenderers**

**Annexure 7B [As per Clause 11.2.1 of GCC]**

**FORM OF BANK GUARANTEE FOR MOBILISATION OF ADVANCE and PLANT & MACHINERY ADVANCE**

(To be stamped in accordance with Stamp Act of India)

Ref

Bank Guarantee

Date

Dear Sir,

In consideration of M/s. \_\_\_\_\_ (hereinafter referred as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the “Contractor”, which expression shall unless repugnant to the context of meaning thereof, include its successor, administrators, executors and assigns), a contract by issue of Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at \_\_\_\_\_ (hereinafter called the “Contract”).

and the Employer having agreed to make an advance payment to the Contractor for performance of the above contract amount to \_\_\_\_\_ (in words and figures) as an advance against Bank Guarantee to be furnished by the Contractor.

We \_\_\_\_\_ (Name & Address of Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank, which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns) do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, context, recourse or protest and or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear in enforce any covenants, contained or implied, in the Contract between the Employer and Contractor any other curse or remedy or security available to the Employer. The bank shall not be relieved of its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at his option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above the liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ @ \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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(Signature).....

(Name) .....

Designation (with Bank Stamp)

(Office Address)

Date

WITNESS

(Signature)-----

(Name)\_\_\_\_\_

Strike out, whichever is not applicable.

@ The date will be ninety (90) days after the date of completion of contract.

**Notes:**

- (i) Stamp paper of appropriate value shall be purchased in name of the bank who issues the Bank Guarantee.
- (ii) The Bank Guarantee shall be issued from Scheduled Commercial Bank in India.
- (iii) Bank Guarantee should be issued on Structured Financial Messaging System (SFMS) platform.
- (iv) In case of JV/ Consortium, Tenderer may submit BG for Tender Security/ EMD in the name of JV/ Consortium or in the name of any partner.
- (v) The bank details of UPMRC has been given in key details of NIT for the preparation of Bank Guarantees.

**INSTRUCTION TO TENDERERS**

**Annexure-8**

**Proforma for Issuance of FDR [As per Clause F4]**

Date: \_\_/\_\_/\_\_\_\_

To,  
Uttar Pradesh Metro Rail Corporation,  
Administrative Building,  
Vipin Khand, Gomti Nagar,  
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,  
Lucknow-226010, Uttar Pradesh, India

Dear Sir/ Madam

Sub: - Issuance of FDR..... amounting to Rs.....valid till.....

It is hereby certified that FDR bearing number.....dated..... amounting to Rs..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address ..... . The maturity value is Rs. ....on dated .....

This FDR has been issued on the request of M/s ..... (Name of the Contractor) under the Contract No..... This FDR shall be encashed/redeemed without any consent / letter from the contractor M/s.....(Name of the Contractor) on the demand by M/s Uttar Pradesh Metro Rail Corporation Limited. The Contractor cannot encash / premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of UPMRC.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of ..... (Name of the Bank)

Signature.....

Name: .....

Designation: .....

Stamp of Bank.....

## ANNEXURE-9 of ITT

### STATEMENT FOR COVENANT OF INTEGRITY

(to the Promoter from a Tenderer, Contractor, Supplier or Consultant to be attached to its Tender (or to the Contract in the case of a negotiated procedure)

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If

- (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or
- (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or
- (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded by any major Multi-lateral/Bi-lateral Development Bank/ Agency including World Bank Group, African Development Bank, Asian Development Bank, New Development bank European Bank for Reconstruction and Development, European Investment Bank or Inter-american Development Bank, etc from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [*give details if necessary*].

In the event that we are awarded the Contract, we grant the Project Owner, the funding agency and auditors appointed by either of them, as well as any authority or institution or body having competence under applicable law, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.”

For the purpose of this Covenant, Prohibited Conduct includes,

- i) “**Corrupt practice**”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) “**Fraudulent practice**”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making

false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the UPMRC, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of UPMRC who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the UPMRC with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the UPMRC’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the UPMRC’s rights of audit or access to information;

SIGNATURE OF TENDERER

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**ANNEXURE- 10 of ITT**

**STATEMENT FOR CODE OF INTEGRITY  
As per Rule 175 (1) Code of Integrity, General Finance Rule**

Bidder shall act in contravention of the codes which includes;

- (i) prohibition of
  - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to procurement process.
  - (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - (c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
  - (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - (g) obstruction of any investigation or auditing of a procurement process.
  - (h) making false declaration or providing false information for participation in the tender process or to secure the contract;
- (ii) disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

SIGNATURE OF THE CONSULTANT

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

**TENDER NO: LKE-(02)-02**

**TENDER DOCUMENTS**

**VOLUME 1**

**FORM OF TENDER  
(FOT)**

**FORM OF TENDER**

Date: .....

To :

The Chief Engineer/ Contract  
Uttar Pradesh Metro Rail Corporation  
Administrative Building,  
Vipin Khand, Gomti Nagar,  
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,  
Lucknow-226010;

**Tender No. LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Design Basis report, Tender Drawings and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the Employer for the construction of the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared all Appendices hereto, we hereby (jointly and severally)\* offer to design, construct and complete the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the above documents within the completion as mentioned in key dates of NIT (from the date of commencement) for the sum stated in the Bill of Quantities (BOQ) as completed by us and appended hereto.
2. We undertake (jointly and severally) \*:
  - (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 (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking) \*; 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 Employer 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 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 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.

**LKE(02)-02: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02."**

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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 Lucknow will have exclusive jurisdiction in the matter.
8. We here by undertake and confirmed that complete tender documents including all Annexures and Appendices mentioned therein have been thoroughly read by us and shall be complied in all respect. In case, any false/misleading information are found in my submission, my tender submission may be rejected at any time without any notice. In case, any Annexures/Appendices are erroneously not found attached in our technical submission, same shall be deemed to be accepted by us in Toto.
9. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the 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.
11. We including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with **C11 of ITT**.
12. We including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with **C11 of ITT**.
13. We are not participating as a Tenderer, in more than one tender in this tendering process and we are not sub-contractor to any other tenderer participating in this tendering process in accordance with **A5 of ITT**.
14. We confirm that in case we are successful Tenderer, we will be deploying at least the proposed resources, personnel throughout the construction period as provided in the Tender submittals by the lead member and JV member(s).
15. We do hereby undertake that we have not been banned for business by UPMRC/ Any other Metro Organisation (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries and also that none of our work was rescinded/terminated by UPMRC/ Any other Metro Organisation (100% owned by Govt.) after award of contract during last 3 years due to non-performance.  
We are, Gentlemen,

Witness:  
Signature: -----  
Date -----  
Name -----  
Address -----

Yours faithfully,  
Signature:  
Date -----  
Name -----  
For and on behalf of  
Address

\* Note:

If the Tenderer comprises a partnership, joint venture or consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium)
- (b) the liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) an authorised representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.

**FORM OF TENDER – APPENDIX-1**

**[REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT]**

<b>S.No.</b>	<b>DESCRIPTION</b>	<b>REF. TO CLAUSE NO.</b>	<b>REQUIREMENT</b>
I	Amount of Performance Security	Clause 4.2 of the GCC	<b>10 %</b> 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.
li	Latest ‘date for commencement’ of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer’s Notice to Proceed
lii	‘Time for completion’ of the work from the date of commencement of the work	Clause 8.2 of the GCC	As given in key details of NIT
Iv	Liquidated Damages	Clause 8.5 of the GCC	(i) Liquidated damages shall be levied as given in Appendix 2B of Employer’s Requirements for not achieving the respective key date.  (iii) The maximum limit of Liquidated Damages shall be 10% of the total Contract Value.  (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
V	‘Defects Liability Period’ for the whole of the Works	Clause 10 of the GCC	<b>104 weeks</b> from the date of issue of Taking- Over Certificate.
vi	Amount of advance payment	Clause 11.2.2 of the SCC	As per clause 11.2.2 of SCC
vii	Amount of Professional Indemnity Insurance (PII)	Clause 15.1 and 15.5 of the GCC	AOA (any one accident) limit equal to <b>6% of the contract value</b> against BOQ in respect of ‘design and construct’ with AOY (any one year) limit of <b>2 incidents in a year</b> . In the Professional Indemnity insurance Policy the deductible amount shall not be more than <b>5% of AOA limit</b> . PII Policy shall be obtained within four weeks from ‘date of commencement’ and shall be valid for five years after date of issue of ‘Performance Certificate’. Wherever the contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

			such situation, the performance guarantee shall be retained till required validity period. The contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.
viii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	<b>100%</b> of the Total Contract Price.
ix	Amount of Third Party Insurance	Clause 5.8 and 15.3 of the GCC	The amount of Third Party Insurance for any one incident or all incidents put together, shall be Rs. 15 Crore for first Rs. 250 Crore plus 2% (two percent) of the remaining Contract Value (Total Contract value minus Rs. 250 Crore).
X	Contract Key Dates	Clause 8.5 of the GCC	Refer Appendix 2B of the Employer's Requirement
xi	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 4 weeks from the “date of commencement”
xii	(a) Contractor's Name and Address		..... (Tenderer to Complete) .....
	(b) Employer's Name and Address		Uttar Pradesh Metro Rail Corporation Ltd. Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow- 226010;

Date: .....

Place :.....

**Signature of authorized signatory of Tenderer**

**FORM OF TENDER: APPENDIX-1A**

**SCHEDULE OF KEY DATES**

Key Dates	Weeks from date of issue of LOA					Liquidated Damage for not achieving the key dates
	Description of Project Activity	Elevated Corridor & Depot-1B	UG Corridor-1B	Agra & Kanpur Corridor-1 & 2	Agra Staff Quarters	
KD-1	Submission of Preliminary Design	6	24	2	4	0.01% of the contract value per week of delay for the key date.
KD-2	Submission of Definitive design	12	32	5	10	0.01% of the contract value per week of delay for the key date.
KD-3	Delivery at Site	95	160	15	30	0.01% of the contract value per week of delay for the key date.
KD-4	Installation, Testing & Commissioning	111	180	29	36	0.01% of the contract value per week of delay for the key date.
KD-5	Taking over & Integrated Testing	113	182	31	38	0.01% of the contract value per week of delay for the key date.

**Notes: -**

1. These dates are sacrosanct and are to be strictly adhered to. The Tenderer may fill the other milestone dates accordingly.
2. If the date of Letter of Acceptance varies due to some unforeseen reasons, other dates as mentioned above will advance/get postponed accordingly. However, the ROD date is Firm.

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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## **FORM OF TENDER - APPENDIX 2**

### **BILL OF QUANTITIES / PRICING DOCUMENT**

Bill of Quantities & Schedule of Payments duly compared in all respect is to be submitted as Appendix-2 only in Package 2 – Financial Package.

**Date** : .....

**Place** :.....

Signature of authorized signatory of Tenderer



### **FORM OF TENDER - APPENDIX 3**

#### **OUTLINE QUALITY PLAN**

The Contractor shall establish and maintain a Quality Assurance System in design and construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

The Tenderer shall submit as part of his Tender, a Quality Assurance Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient Quality Assurance System as per ISO 9001:2015. The Quality Assurance Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

The Tenderer may be requested to amplify, explain or develop its Quality Assurance Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a plan.

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

## **FORM OF TENDER - APPENDIX 4**

### **OUTLINE SAFETY, HEALTH & ENVIRONMENT PLAN**

The Tenderer shall submit as part of his Tender an Outline Safety, Health & Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient compliance to the conditions of contract on SHE manual. The Outline Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Clause 4.16 and 4.17 of the GCC.

The Outline Plan shall be headed with a formal statement of policy in relation to safety, Health & Environment protection and shall be sufficiently informative to define the Tenderer's plans and set out in summary an adequate basis for the development of the Site Safety, Health & Environment Plan to be submitted in accordance with Clause 4.16 and 4.17 of the GCC.

The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health & Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

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

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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**FORM OF TENDER - APPENDIX 5**  
**TENDERER’S TECHNICAL PROPOSALS**

The Tenderer shall prepare his Technical Proposals based on the contents of **Clause C2, Clause C6 and Annexure 1 of the Instructions to Tenderers.**

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

**FORM OF TENDER - APPENDIX 6**

**GENERAL INFORMATION ABOUT THE TENDERER**

<b>A. TENDERER INFORMATION SHEET</b>		
Tenderer's Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
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.)		
<p><b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</b></p> <ul style="list-style-type: none"> <li>a) Affidavit in case of Proprietary firm.</li> <li>b) Partnership Deed in case of partnership firm.</li> <li>c) Memorandum &amp; Article of Association in case of a Public/Private limited company.</li> <li>d) In case of JV/Consortium, Agreement (duly registered) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the scope of work of each member etc.</li> <li>e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.</li> </ul> <p><b>Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with UPMRC related to the tender.</b></p>		

<b>B. JV/CONSORTIUM MEMBER INFORMATION</b>	
<b>MEMBER – 1</b>	
JV/Consortium Member’s Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member’s country of constitution	
Member’s legal address, telephone numbers, fax numbers, email address)	
Member’s authorized signatory (name, designation, address)	
<b>MEMBER – 2</b>	
JV/Consortium Member’s Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member’s country of constitution	
Member’s legal address, telephone numbers, fax numbers, email address)	
Member’s authorized signatory (name, designation, address)	

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

**FORM OF TENDER - APPENDIX 6 A**  
**(Undertaking by JV/Consortium members)**

We understand that,

1. In case, it comes to notice of UPMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement wrt to the MOU submitted at tendering stage or entered a separate MOU/ Agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which every constituent member of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law.

2. Apart from all of us being jointly and severally responsible, we understand that each of us shall also be individually responsible for our duties as specified in the JV agreement submitted in terms of clause 1.4.1 vii d of NIT. In case our JV/Consortium qualifies the criteria of work experience on the basis of our experience, each of us shall be responsible for deployment of key staff as per clause C12.3 of ITT. In case of failure on our part in fulfilling these duties, the performance security submitted by us may be forfeited by the Employer in addition to other actions.

a. We are aware that our performance shall be adjudged by the Employer on quarterly basis, and if the same is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract as elaborated in NIT clause 1.4.1 i (Eligible Applicants) We are also aware that the performance of each of us may be specifically stated in the work experience certificate / performance Certificates which may be issued to us during or after execution of Work for our Business Development purposes.

(j) Stamp & Signature of Authorised Signatory

of 1st Member of JV / Consortium

(ii) Stamp & Signature of Authorised Signatory

of 2nd Member of JV / Consortium

AND SO ON.....

STAMP & SIGNATURE OF AUTHORISED SIGNATORY ON  
BEHALF OF JV / Consortium

**Note:**

1. This undertaking shall be signed by each of the JV/Consortium members.
2. The undertaking shall be signed by the authorized signatory of each constituent member and counter signed by the authorized signatory of JV / Consortium.

**FORM OF TENDER - APPENDIX 7**

**STAFFING SCHEDULES AND ORGANISATION CHART**

1. We hereby confirm to deploy the minimum manpower as per Annexure-1 of ITT and with prescribe qualifications and experiences as detailed in Annexure-1 of ITT.
2. We also confirm to deploy manpower required for safety as per condition of contract on Safety, Health & Environment, Phase-II version 1.2.

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

The Tenderer shall provide a complete Staffing Schedule and Organisation Chart he proposes for the work which has to satisfy the requirement of item 1 & 2 above.

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

## FORM OF TENDER - APPENDIX 8

## SCHEDULE OF COMPONENTS MANUFACTURED OFFSHORE

### Schedule of Components Manufactured Offshore

Item	Description of Plant to be Imported
	(to be produced and submitted by Tenderers)

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



**FORM OF TENDER - APPENDIX 9**

**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 aid out in a logical sequence with main and subheadings to facilitate evaluation.

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

**FORM OF TENDER - APPENDIX 10**

**RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS**

1. We hereby confirm to deploy the resources as per mentioned in Annexure-1 of ITT.
2. We also confirm to deploy plants & equipments over and above the numbers indicated as per Annexure-1, if the work requires so.

**Seal & Signature of Authorized Signatory of the Tenderer**

**NOTE:** The Tenderer shall provide complete details of Resource Plants & Equipments, he proposes for the work which has to satisfy the requirement of item 1 & 2 above.

**FORM OF TENDER - APPENDIX 11**

**(As per Clause A 4.2)**

**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 as defined in Clause 4.33 of the General Conditions of Contract 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 include any such amount.

STAMP & SIGNATURE OF AUTHORIZED  
SIGNATORY

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**NOTE:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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**FORM OF TENDER- APPENDIX-12**  
**[As per Clause C2.2 (m)] COPYRIGHT UNDERTAKING**

To:

Date .....

The Chief Engineer/ Contract  
Uttar Pradesh Metro Rail Corporation  
Administrative Building,  
Vipin Khand, Gomti Nagar,  
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,  
Lucknow-226010;

**LETTER OF UNDERTAKING**

We, \_\_\_\_\_ (name of tenderer / joint venture) hereby undertake that the downloaded tender documents and drawings 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 Uttar Pradesh Metro Rail Corporation Limited 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.

STAMP & SIGNATURE OF AUTHORIZED  
SIGNATORY

**FORM OF TENDER - APPENDIX 13**

**MINOR DEVIATIONS**

(Refer **Clause C 15.1** of ITT)

The following are the particulars of minor deviations from the requirements of the Tender Document:

Sr. No.	Clause	Deviations	Remarks (including justification)	Confirming that price of adjustment of each deviation/s is given in Annexure-13A of financial package (Yes/No)

**Note :**

1. The Tenderer shall indicate price adjustment against each deviation in Annexure-13A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Appendix, it will have no effect.

**Signature of authorized signatory on behalf of Tenderer**

LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”

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**FORM OF TENDER – APPENDIX 14**

**[As per clause C8]**

**TENTATIVE PROJECT IMPLEMENTATION PROGRAMME**

To be submitted by the tenderer as per clause **C8** of ITT

**Signature of authorized signatory on behalf of Tenderer**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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**Form of Tender -Appendix- 15**

**Deleted**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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**Form of Tender -Appendix- 16**

**Deleted**



**FORM OF TENDER- Appendix- 17**

**(Undertaking as per Clause 1.1.4.1 ix (d) 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 04.06.2020, that the item(s) offered meets the minimum local content of 60% / 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 4.33.1(a) (ii) 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 04.06.2020, after completion of works to the Engineer.

**Signature of authorized signatory on behalf of Tenderer**

**Note :**

- a) This appendix need to be submitted only by ‘Class-I local supplier’ / ‘Class-II local supplier’ as defined in Clause 1.1.4.1 ix of NIT.
- b) The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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**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

**Signature of authorized signatory on behalf of Tenderer**

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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**FORM OF TENDER- Appendix- 19**  
**(Undertaking as per Clause 1.1.4.1 v(a) & (b) of NIT)**

**(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)**

We do hereby undertake that UPMRC/ 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 UPMRC/ 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.

**Signature of authorized signatory on behalf of Tenderer**

**Note :**

- In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
- The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent member counter signed by the authorized signatory of the tenderer.

**FORM OF TENDER- Appendix- 19A**

**(Undertaking as per Clause 1.1.4.1 v(c) of NIT)**

**(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)**

(i) We do hereby undertake that following is the list of all the on-going Lift & Escalator works\* awarded by UPMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed Lift & Escalator Works\* awarded by UPMRC/ any 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.

\* *Strike whichever are not applicable*

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

**JV/Consortium Member's legal name..... Page ..... Of..... Pages**

S.No.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Performance of work	Performance based on
				* Satisfactory/unsatisfactory	*Client's certificate/ Undertaking by tenderer
1					
2					
Add required number of rows					

(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 UPMRC 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-complaint 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 / 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. If the tenderer or any of the constituent JV/Consortium member(s) has reported four or less number of works in the **Appendix 19A** then there should not be any unsatisfactory performance in any of the works of tenderer or any of the constituent JV/Consortium member(s). Otherwise, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participating in tender

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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process. In other cases, if the Overall Performance of tenderer or any of the constituent JV/Consortium member(s), in more than 20% of the works reported in the Appendix 19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.4.1 of NIT.

b) If there are any adverse remarks in the client’s completion/performance certificate, the same shall be examined during technical evaluation.

c) 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 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b) and 13.2.1 of GCC.

d) The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent member counter signed by the authorized signatory of 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- 20**  
**(Undertaking as per Clause 1.1.4.1 v(d) of NIT)**  
**(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)**

**(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)**

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 any Lift & Escalator works\* awarded by UPMRC/ 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).

*\* Strike whichever are not applicable*

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

**Note :**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent member counter signed by the authorized signatory of tenderer.

**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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**FORM OF TENDER - Appendix- 21**

**(UNDERTAKING FOR FINANCIAL STABILITY)**

**(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)**

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

**Note:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.

2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent member counter signed by the authorized signatory of tenderer.

LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”

**FORM OF TENDER - Appendix- 22**

(Pending Litigation as per Clause 1.1.4.1 v(f) of NIT)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

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

JV/Consortium Member's legal name..... Page ..... Of..... Pages

Net Worth of the tenderer/ JV/Consortium Member INR\* .....Crore during last audited financial year

S.No.	Contract Identification	Year of award	Total completed cost (current value in case of ongoing work) (INR*)	Total amount in dispute (including claims & counter-claim) (INR*)	Applicant's percentage participation (in case of work executed by the applicant in JV/Consortium)	Applicant's share of disputed amount (INR*)
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5) x (6)
<b>Contract Identification:</b> <b>Name of Employer:</b> <b>Address of Employer: Matter in dispute:</b> <i>[indicate main issues in dispute]</i>  <b>Status of dispute:</b> <i>[indicate if it is under Arbitration or being dealt with by the Judiciary]</i>						
1						
2						
Add required number of rows						
	Total of amounts of all contracts in dispute (INR*)					
	Percentage of net worth					

\* or respective currency

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

**Note:**

1. In case of JV/Consortium, this information shall be submitted by each member of the JV/Consortium.
2. This information shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.



**LKE(02)-02: “Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators and Heavy Duty Escalators including Maintenance during 2 Year Defect Liability Period (DLP) and 01 (one ) year comprehensive Annual Maintenance beyond DLP Period for Lucknow, Kanpur & Agra Mass Rapid Transport System Project under the Contract LKE(02)-02.”**

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**FORM OF TENDER- APPENDIX – 23**  
**(Undertaking as per Clause 1.1.4.1 xii of NIT)**

I/We [Name of the bidder] have read the clause(s) regarding restrictions on procurement from a bidder of a country which shares a land border with India **and on sub-contracting to contractors from such countries**; I/We [Name of the bidder] certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority **and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority**. I/We hereby certify that [Name of bidder] fulfils all requirements in this regard and is eligible to be considered.

\*Strike off the highlighted text in case of tenders for Works not involving possibility of sub-contracting.

**Signature of authorized signatory of Tenderer**

**NOTE:**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.
3. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as “fraudulent practice” under clause 4.33.1a (ii) of GCC and this would be a ground for immediate termination besides taking further action as per Clause 4.33.1(b) /legal action in accordance with law.

**FORM OF TENDER - APPENDIX 24**

**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT / ADDENDUM**

We here by confirm that, we have downloaded / read the complete set of tender documents (as named in Clause 1.1.5 of NIT)/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://etenders.gov.in/eprocure/app>. 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 [<https://etenders.gov.in/eprocure/app>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

**FORM OF TENDER- Appendix- 25**

**Details of Bank Account for refund of Tender Security/EMD**

**(Applicable 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).

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

**Notes:-**

- a) EMD/Tender Security will be refunded through NEFT/ RTGS/ IMPS/ DD/ Bankers 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 UPMRC.
- b) EMD/Tender Security shall be paid in compliance with ITT Clause C18.1.2 / C 18.1.3.

## FORM OF TENDER- Appendix- 26

### CONTRACT AGREEMENT

This Agreement is made at Lucknow on ..... day of ..... by and between :

- (1) Uttar Pradesh Metro Rail Corporation Limited, a company registered under provisions of the Companies Act, 1956 having registered office at Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India represented by -----, hereinafter referred to as "UPMRC" or the "Employer", as the case may be, on the one part,

and;

- (2)..... [Note 1] comprising:

- a) ..... a company registered and existing under the laws of India, with head office located at -----, represented by Mr.....& Mr....., authorised to sign and bind the company, under the Power of Attorney dated ..... and the Board Resolution dated ..... [ Note 5 ] comprising
- b).....a company registered and existing under the laws of India, with head office located at -----, represented by Mr. ....& Mr. .... , authorised to sign and bind the company, under the Power of Attorney dated ..... and the Board Resolution dated ..... [ Note 5 ] comprising
- c) ..... a company registered and existing under the laws of India, with head office located at -----, represented by Mr.....& Mr....., authorised to sign and bind the company, under the Power of Attorney dated ..... and the Board Resolution dated ..... [ Note 5 ] comprising

represented by Mr. ...., authorised to sign and bind the company, under the Power of Attorney dated .....who shall be jointly and severally liable for the undertaking of this contract; hereinafter [Note 3] collectively referred to as the "Contractor" of the other part.

**WHEREAS** the Contractor has established a ..... in accordance with Indian law and offered a tender for the..... and agrees to undertake performance of the works under the terms and conditions set forth in this contract.

Both parties hereby agree as follows:

#### Clause 1

Employer agrees to hire and the Contractor agrees to be hired to implement the **contract** under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

- LOA issued vide letter no. -----.
- Technical package opened online through CPP portal on-----.
- Financial package opened online through CPP portal on -----.
- The Tender Documents.
- Contractor's Proposal dated -----.
- Addendum documents (if any) shall forming part of the Contract.

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to

therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the order of precedence shall be according to the General Conditions of Contract.

Performance Bank Guarantee no. ----- dated -----for an amount of INR------(Rupees -----) & validity up to ----- and issued by ----- and confirmed by e-mail dated:-----in reference to UPMRC letter no. -----

**Clause 2 – Obligation of the Contractor:**

The Contractor agrees, subject to the terms and conditions of the Contract Documents, to perform efficiently and faithfully all of the work for ..... and other facilities requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract Documents.

**Clause 3 – Obligation of the Employer:**

The Employer agrees, subject to the terms and conditions of the Contract Documents, to pay the Contractor the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

**Clause 4 – Value of Work and Completion Time:**

The Employer agrees to pay for the total cost of the Works and the Contractor agrees to accept the sums mentioned below to be the total cost for the Work carried out by him as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Contract Price of ----- (Rupees -----) which shall be -----

The Contractor shall complete the Works within----- from the date stipulated in the Letter of Acceptance No. -----

**Clause 5 – Notices:**

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

**Employer**      Uttar Pradesh Metro Rail Corporation,  
Administrative Building, Vipin Khand, Gomti Nagar,  
**Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,**  
**Lucknow-226010, Uttar Pradesh, India**

**Contractor**      .....  
..... ,

**Clause 6 – Integration**

The Employer and the Contractor agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that it integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless

expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

**Clause 7 – Governing Law**

This Contract is enforceable and construed under the laws of the Republic of India.

**Clause 8 – Language**

This Contract Agreement and the other Contract Documents are made in the English language.

**Clause 9 – Jurisdiction of Court**

The Courts at Lucknow shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

**Clause 10 – Entire Agreement**

This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in Agreement or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

This contract is made in three copies with identical wording. Both parties having thoroughly read and understood the contents hereof sign their names and affix the seal (if any) in the presence of witness and each shall retain one copy.

For and on behalf of the UPMRC

**Uttar Pradesh Metro Rail Corporation Limited**

The Employer

\_\_\_\_\_  
\_\_\_\_\_

For and on behalf of the

\_\_\_\_\_

The Contractor

\_\_\_\_\_

**Authorised Representative**

WITNESS

\_\_\_\_\_

(.....)

WITNESS

\_\_\_\_\_

(.....)