

KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

## **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 Kanpur & Agra Metro Rail Project, "**Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03**".

The brief scope of the work and site information is provided in ITT Clause A1 (Volume-1) & Employer's Requirements (Volume-3 & 4)

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

Approximate cost of work	<b>Rs. 67 Crores</b>
Tender Security amount	<b>Rs. 67 Lakhs</b>
Completion period of the Work	<b>36 months</b>
Tender documents on sale:	From 17.09.2020 to 08.10.2020 (between 09:30 hrs to 17:30 hrs) on working days
Cost of Tender documents	<b>INR 23,600/- (inclusive of 18% GST)</b> (Demand Draft on a scheduled commercial bank based in India in favour of "Uttar Pradesh Metro Rail Corporation Ltd") payable at Lucknow
Last date of Seeking Clarification	09.10.2020
Pre-bid Meeting	12.10.2020 @ 1500 Hrs
Last date of issuing addendum	27.10.2020
Date & time of Submission of Tender	<b>03.11.2020 upto 15:00 Hrs.</b>
Date & time of opening of Tender	<b>03.11.2020 @ 15:30 Hrs.</b>
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents.	<b>Chief Electrical Engineer/Project-II</b> Uttar Pradesh Metro Rail Corporation, Administrative Building, Vipin Khand, Gomti Nagar, Lucknow-226010 Email: <a href="mailto:loveleenkumar.c ee@gmail.com">loveleenkumar.c ee@gmail.com</a>

KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

---

### 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. **Joint Ventures and consortiums are allowed to participate in the tender only if tenderer is an Indian bidder having licence/technology collaboration agreement with a foreign manufacturer for phased indigenization as per clause 1.1.4.1 (xiii) 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.
- (ii) A tenderer shall submit only one bid in the same tendering process. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid in the same bidding process.
- (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.
  - d) **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.**
- (iv) A 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 a 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.

- (v) Deleted
- (vi) Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- (vii) A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in JV/ Consortium

(viii) Deleted

(ix) 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.

- (x) 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 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.

(xi) GOI Guidelines/Orders: -

1) The Tenderer should supply at least 50% of Plant, Materials and Services from Indian sources as per Ministry of Housing and Urban Affairs (Govt. of India) guidelines dtd: [27.07.2018](#) regarding minimum local content in procurement of Metro Rail Systems. Declaration for Minimum Local Content to be given by tenderer as per Annexure-4 of NIT.

2) Purchase Preference to Local Suppliers/Preference to Make In India (as per GOI order dated 04.06.2020):

**a. Definitions:**

- (i) Local content' means the amount of value added in India which shall 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 50% 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%.
- (iii) Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20%. But less than 50%.
- (iv) Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than or equal to 20%.
- (v) L1' means the lowest tender or lowest bid or the lowest quotation received in tender, bidding process or other procurement solicitation as adjudged in the evaluation processes per the tender or other procurement solicitation.
- (vi) Margin of purchase preference', means the maximum extent to which the price quoted by a class-I local supplier may be above the L1 for the purpose of purchase preference. Margin of Purchase preference shall be 20%.

**b. Procedure for Purchase Preference in procurement of goods or works which are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non local supplier: NOT APPLICABLE FOR THE SUBJECT TENDER**

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

**c. Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non local supplier: APPLICABLE FOR THE SUBJECT TENDER**

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from Class-I local supplier, the contract will be awarded to L1.
- (ii) If L1 is not from Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

---

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

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

- (i) The Class-I local supplier / Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (ii) Since the procurement value is more than Rs. 10 crores, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising 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 two 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-13** and **Appendix-14** of FOT duly filled to be submitted along with the technical bid. In case, bidder do not submit **Appendix-13** and **Appendix-14** of FOT duly filled along with their technical bid, local content shall be considered as 'Nil' in tender evaluation.

**e.-Complaints relating to implementation of Purchase Preference**

Fees for such complaints shall be Rs 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- (xii) 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 9A of ITT and
  - (ii) an Environmental and Social Covenant located in Annexure 9B of ITT
- (xiii) As per GOI order 04.06.2020, Manufacture under license/technology collaboration agreements with phased indigenization

While notifying the minimum local content, Nodal ministries may make special provisions for exempting supplies from meeting the stipulated local content if the product is being manufactured in India under a license from foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacturer of a product development abroad with clear phasing of increase in local content.

3) **Requirement of registration:** As per Gol MoF DoE order for public procurement (No1) dated 23.07.2020 amendment has been made in rule 144 of GRF making requirement of registration of bidders with competent authority for public procurement. The bidders to submit certificate regarding compliance as per clause 12 of Gol MoF/DoE order (public procurement 1) dated 23.07.2020 as per Annexure-4(A) & Annexure 4(B) of NIT.

I. Any bidder from the country which shares a land border with india will be eligible to bid in this tender only if the the bidder is registered with the competent Authority.

II. "Bidder" (Including the term 'tenderer', 'consultant' 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.

III. " Bidder from a country which shares a land border with india" for the purpose of this Order 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 (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 consortium or joint venture falls under any of the above

IV. The beneficial owner for the perpose of (iii) above will be as under:

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

Explanation-

KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

- a. "Controlling ownership interest" means ownership of entitlement to more than twenty five per cent of shares or capital or profits of the company;
  - b. "Control" shall include the the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights of shareholders agreements or voting agreements;
2. 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 entitelement to more than fifteen percent of capital or profits of the partnership;
  3. 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;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;
  5. In case of a truss, the identification of beneficial owner(s) 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- VI. *[To be inserted in tenders for the work contract, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from country which shares a land border with India unless such contractor is registered with the Competent Authority.

**1.1.4.2 Minimum Eligibility Criteria:**

**A. Work Experience:** The tenderers will be qualified only if they satisfy the criteria 1 & 2 as given below:

Eligibility& Qualification Criteria			Compliance Requirement		
SN	Factor	Requirement	Single Entity	Joint Venture/Consortium (existing or intended)	
				All Parties Combined	Each Member

KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

	Experience				
1	Specific work Experience	<p><b>Work Experience:</b>  <i>"The tenderers will be qualified only if they satisfy the Work Experience criteria for Similar Work** as given below during last seven years ending 30.06.2020."</i></p> <p>At least One (1) "<b>Similar Work</b>"** of value of <b>Rs 53 Crores or more</b>            If the above "Similar Work"*** of value <b>Rs 53 Crores</b> or more has been done by the foreign partner of JV/ Consortium and was done in the country of the foreign partner then in addition to this work, the foreign partner must have done at least one Similar Work equal to or more than <b>Rs 27 Crores</b> outside the country of the foreign partner.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Two (2) "Similar Work"</b>***each of value of <b>Rs 33 Crores or more</b>            If both the above the "Similar Work"*** of value <b>Rs 33 Crores</b> or more has been done by the foreign partner of JV/Consortium, then either at least one of these two work should have been done outside the country of the foreign partner and if not, then in addition to this the foreign partner must have done at least one Similar Work equal to value <b>of Rs 27 Crores</b> or more outside the country of the foreign partner.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Three (3) "Similar Work"</b>***each of value of <b>Rs 27 Crores</b> or more            If all the above three Similar Work of <b>Rs 27 Crores</b> or more or two out of three works have been done by foreign partner of JV, then either at least one of these three work should have been</p>	Must meet requirement	Must meet requirement	N/A



KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

		done outside the country of the foreign partner.			
2	Experience of heavy duty Elevators	<p>Experience of Design, Manufacture, Supply, Installation, Testing &amp; Commissioning of at least 50 Elevators for the Public rapid transit system like Metro, LRT, Mono-rail, Railways, Airport or large commercial complexes successfully completed during last 7 years.</p> <p>OR</p> <p>If the sole Tenderer or any/ all members of JV/Consortium constituting the Tenderer is / are from foreign country, then the member responsible for manufacturing &amp; supplying of elevator should have an international experience of manufacturing and supplying minimum 40 similar elevators in India or one country excluding the country of the origin. Similar Elevators implies elevators for the Public rapid transit system like Metro, LRT, Mono-rail, Railways, Airport or large commercial complexes.</p>	Must meet requirement	Must meet requirement	N/A

**Note:**

**1. Explanation to item1 Specific Work Experience:**

\*\* "Similar Work" for this Tender shall be "Design, Manufacturing, Supply, Installation, Testing and Commissioning of all types of passenger elevators"

2. The tenderer shall submit details of work executed by them, in the Performa of **Annexure-1** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers**

**submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A. (Chartered Accountant), T.D.S. (Tax deducted at Sources) certificates for all payments received and copy of final/ last bill paid by client shall be submitted.**

3. Value of successfully completed portion of any on-going work up to 30.06.2020 will also be considered for qualification of work experience criteria.
  4. For completed works, value of work done shall be updated to **30.06.2020** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. **Selling rate of exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal shall be considered for calculating equivalent value in INR.**
  5. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, 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
  6. **A JV /Consortium member can participate in only one of the bidding JV/Consortium.**
  7. 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 equal to cash flow requirement of value **Rs 3.2 Crore** for the contract.

- 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. 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 Bank in India or acceptable to UPMRC as per the 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  $\geq (WM)/100$  and working capital of member-2  $\geq (WN)/100$ .
- 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

KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

---

(ii) **T2- Profitability: Profit before Tax should be Positive in at least 2 (two) years, out of the last five audited financial years.**

**In case of JV/Consortium:** The Profitability of the only lead member shall be evaluated.

(iii) **T3- Net Worth:- Net Worth of tenderer should be Positive in last Two financial years.**

**In Case of JV/Consortium:** - Net Worth shall be based on % participation of each member as per the latest audited balance sheet. Each JV member shall have at least Positive Net Worth.

(iv) **T4 – Annual Turnover:-The average annual turnover in last five financial years should be  $\geq$ INR 17.9 crores.**

**In Case of JV/Consortium** – The average annual turnover of JV/Consortium will be based on 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/JVA will be

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

**Notes:**

Financial data for last five financial years has to be submitted by the tenderer along with audited balance sheets. The financial information of the Tenderer must be certified either by the Financial Auditor (statutory Auditor) of the company appointed under the companies' Act or by an Independent Chartered Accountant.

- 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 ending with 2019-20 is not made available by the bidder, 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 the last financial year ending with 2019-20 is not submitted, then the tender will be considered as non-responsive.
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

**1.1.4.3 Bid Capacity Criteria:**

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

KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

---

**Available Bid Capacity =  $2*A*N - B$**

Where,

A = Maximum of the value of works executed in any one year during the last five financial years (updated to 30.06.2020 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of the work =3.0 years

B = Value of existing commitments (**as on 30.06.2020**) for on-going works during period of **36 months w.e.f. 01.07.2020**

**Notes:**

- Financial data for latest last five financial years has to be submitted by the tenderer in **Annexure-3A** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original.
- Value of existing commitments for on-going construction works during period of **36 months** w.e.f. **01.07.2020** has to be submitted by the tenderer in **Annexure-3B**. These data shall be certified by the Chartered Accountant with his stamp and signature.
- In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % is not provided, equal participation will be assumed.

**1.1.4.4** The tender submission of Tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.4.1 to 1.1.4.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.4.1 to 1.1.4.2 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.

**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

**Volume 4**

Employer's Requirement- Technical Specifications

**Volume 5**

**Not Used**

**Volume 6**

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

KNPAGE-03: "Design, Manufacturing, Supply, Installation, Testing and Commissioning of Heavy Duty Machine Room Less Elevators including Maintenance of 02 (two) Years during Defect Liability Period (DLP) and 01 (one) year comprehensive Annual Maintenance beyond DLP Period for Kanpur (Corridor I & II) & Agra (Corridor-I) Mass Rapid Transport System Project Phase-I under the Contract KNPAGE-03".

---

## Volume 7

### 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 Chief Electrical Engineer/Project-II, Uttar Pradesh Metro Rail Corporation, Administrative Building, Vipin Khand, Gomti Nagar, Lucknow-226010.Email: loveleenkumar.cee@gmail.com
- 1.1.8 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause. **E 4.4** 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 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 1.1.10 Tenders shall be valid for a period of **180 days** from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount valid for **240 days** from the date of submission of tender as per clause C18 of ITT in the form of a Bank Guarantee (as per **Annexure-7 of ITT**) from Scheduled Commercial Bank in India.
- 1.1.11 UPMRC 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 UPMRC for rejection of his proposal.
- 1.1.12 **Contract will be awarded to the Tenderer 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 Reasonable Tender Price.**
- 1.1.13 **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.**

**Chief Electrical Engineer/Project-II  
Uttar Pradesh Metro Rail Corporation**