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DELHI METRO RAIL CORPORATION LTD.

CONTRACT NO: OEW-2257

**“SITC of Local SCADA and RTUs for Traction SCADA in
DMRC”**

FORM OF TENDER (FOT)

TENDER DOCUMENTS

**DELHI METRO RAIL CORPORATION LTD.
5th FLOOR, C-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI 110001**

FORM OF TENDER (FOT)

To,

CE/Tender (O&M),

Delhi Metro Rail Corporation,
5th floor, C-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi –110001

1. Having inspected the site and examined the General Conditions of Contract (Dec-2025), Special Conditions of Contract, Conditions of contract on Safety & Health and Environment, Employer's Requirements, Specifications, Tender Drawings (if any), Instructions to Tenderers including Bill of Quantity and addendum thereto (if any) issued by the DMRC for the execution of above mentioned works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices **2, 3, 4, 4A, 5, 5A, 6, 7, 7A, 8, 8A, 12, 13, 14, 15 & 16** hereto, we hereby (jointly and the severally)* offer to execute and complete the whole of the said works and commissioning and remedying any defects therein, in conformity with the above documents within the completion period of **09 (Nine) Months** (from the date of commencement) for the sum stated in the Bill of Quantities (Financial Bid) 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 our Tender is accepted, to provide Guarantees, Undertakings and 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 DMRC 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.
7. We acknowledge that the Appendix forms an integral part of the Tender.
8. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
9. 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**.
10. We do hereby undertake that we have not been banned or business by DMRC/ any other Metro Organizations/ 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 DMRC/ any other Metro Organizations/ 100% owned by Govt.) after award of contract during last 3 years due to non-performance.

Dated this.....day of..... 2026.

Signature

Name..... in the capacity of

duly authorized to sign Tenders 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 authorized representative of each member must sign the Tender.
- (c) Copies of the relevant power of attorney shall be attached.

FORM OF TENDER- APPENDIX -1

APPENDIX TO THE FORM OF TENDER

S. No.	DESCRIPTION	Sub-Clause of GCC	REQUIREMENT
i.	'Time for completion' of the whole of the work	Sub-Clause 1.1.3.11 of the GCC	9 (Nine) Months
ii.	Sections	Sub-Clause 1.1.6.6 of the GCC	Not Applicable
iii.	Liquidated Damages for delay	Clause 8.5 of the GCC	(i) Liquidated damages shall be levied @ 0.52% (to be mentioned as per the note below) of Original Contract Price stated in the letter of acceptance (LOA) for per week of delay attributable to the contractor i.e. for the extension of time granted as per clause 8.4.3 of GCC. (ii) The maximum limit of Liquidated Damages shall be 10% of the Original Contract Price stated in the letter of acceptance (LOA) unless otherwise modified in SCC. (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% of the Original Contract Price stated in the letter of acceptance (LOA) unless otherwise modified in SCC
iv.	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	100% of the Original Contract Price stated in the Letter of Acceptance (LOA).
v.	Amount of Professional Indemnity Insurance (PII)	Clause 15.1 of the GCC	Not Applicable
vi.	Amount of Third Party Insurance	Clause 15.3 of the GCC	The amount of Third Party Insurance for any one incident or all incidents put together, shall be as under (i) For works with Original Contract Price up to Rs 50 Crore: 10% (Ten percent) of the Original Contract Price stated in the letter of acceptance (LOA)
vii.	General Requirements for Insurance	Clause 15.5 of the GCC	Evidence/copies of the insurance policies to be submitted to the Engineer within 2 weeks when the insurance is effective as per the time stated in SCC.
viii.	Employer's Name and Address	Clause 18.2 of GCC	Delhi Metro Rail Corporation Ltd. Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi - 110001

Date :

Place :

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

FORM OF TENDER- APPENDIX –2

UNDERTAKING

1. We, hereby undertake that, the bill of Quantities & Schedule of Payments duly completed in all respect has been uploaded by us in Package 2 – Financial Package.
2. It is confirmed that we or any of our associates have not been engaged in any fraudulent and corrupt practice as defined in clause 4.33 of General Conditions of Contract (GCC) 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 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.
3. We hereby undertake that the tender and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the this works.
We further undertake that the aforesaid tender drawings and documents prepared by Delhi Metro Rail Corporation Ltd. 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.
4. We here by confirm that, we have downloaded/ read the complete set of tender documents (as detailed in NIT Clause 1.3)/addendum/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 AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

(Each member in case of JV/Consortium)

FORM OF TENDER-APPENDIX-3**PROFORMA FOR STATEMENT OF MINOR DEVIATIONS**

(Refer Clause C2.2 (d) of ITT)

1. The following are the particulars of minor deviations from the requirements of the Tender Documents :

S. No.	Clause	Deviations	Remarks (including justification)	Confirming that Price reduction of each deviation/s is given in Annexure 3A of financial package (Yes/No)

Note:

1. The Tenderer shall indicate price reduction against each deviation in Annexure-3A 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. It shall be noted that in case Nil/Zero/NA Price quoted by Tenderer in Appendix-3A then it shall mean that contractor has quoted same price for deviation and un-deviation bid.
4. 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.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

GENERAL INFORMATION DATA
(Refer Clauses A4.1 of ITT)

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Please tick appropriate category:	
	Sole Proprietorship Firm	
	Partnership Firm	
	Private Limited Company	
	Public Limited Company	
	Joint Venture	
	Consortium	
Date of Incorporation of Firm / Company		
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.)		
FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) : a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc. 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. Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with DMRC related to the tender.		

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

FORM OF TENDER-APPENDIX- 4

(Page 2 of 2)

B. JV/CONSORTIUM MEMBER INFORMATION													
MEMBER – 1													
JV/Consortium Member's Legal Name													
Legal status of the Member	Please tick appropriate category: <table border="1"> <tr> <td>Sole Proprietorship Firm</td> <td></td> </tr> <tr> <td>Partnership Firm</td> <td></td> </tr> <tr> <td>Private Limited Company</td> <td></td> </tr> <tr> <td>Public Limited Company</td> <td></td> </tr> <tr> <td>Joint Venture</td> <td></td> </tr> <tr> <td>Consortium</td> <td></td> </tr> </table>	Sole Proprietorship Firm		Partnership Firm		Private Limited Company		Public Limited Company		Joint Venture		Consortium	
Sole Proprietorship Firm													
Partnership Firm													
Private Limited Company													
Public Limited Company													
Joint Venture													
Consortium													
Member's country of constitution													
Member's legal address, telephone numbers, fax numbers, email address)													
Member's authorized representative (name, designation, address)													
MEMBER – 2													
JV/Consortium Member's Legal Name													
Legal status of the Member	Please tick appropriate category: <table border="1"> <tr> <td>Sole Proprietorship Firm</td> <td></td> </tr> <tr> <td>Partnership Firm</td> <td></td> </tr> <tr> <td>Private Limited Company</td> <td></td> </tr> <tr> <td>Public Limited Company</td> <td></td> </tr> <tr> <td>Joint Venture</td> <td></td> </tr> <tr> <td>Consortium</td> <td></td> </tr> </table>	Sole Proprietorship Firm		Partnership Firm		Private Limited Company		Public Limited Company		Joint Venture		Consortium	
Sole Proprietorship Firm													
Partnership Firm													
Private Limited Company													
Public Limited Company													
Joint Venture													
Consortium													
Member's country of constitution													
Member's legal address, telephone numbers, fax numbers, email address)													
Member's authorized representative (name, designation, address)													

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

FORM OF TENDER- APPENDIX-4A

(Undertaking by Parent Company as per clause 1.2.1 vii (a) & (b) of NIT)

We M/s.....(*Name of Parent Company*)** do here by undertake that M/s.....(*Name of Wholly owned subsidiary (ies)*)** is/are the wholly owned subsidiary(*ies*) of M/s..... (*Name of Parent Company*)** and we have submitted the tender for the work of **Contract: OEW-2257 "SITC of Local SCADA and RTUs for Traction SCADA in DMRC"** (*Name of work as per clause 1.1.2 (a) of NIT*)** as a Joint Venture (JV)/ Consortium of parent company and our wholly owned subsidiary (*ies*).

SEAL AND SIGNATURE OF AUTHORIZED SIGNATORY

OF THE PARENT COMPANY

Place:

Dated:

Note: This undertaking is to be submitted by the Parent Company only in case if the tenderer is a Joint venture (JV)/Consortium of a Parent Company and its wholly owned subsidiary (ies) including any other company (ies).

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer and italicized text shall be deleted from the final undertaking.

FORM OF TENDER- APPENDIX-5

(UNDERTAKING)
(Ref. Clause C2.2 (f) of ITT)

1. I/We hereby confirm and declare that my/our firm/company M/s..... has not been put on defaulter list by EPF/ESI/GST/Labour Deptt. etc. as on the date of tender submission.
2. I/We hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years (from the last day of the previous months of tender submission).
3. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our applications are found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the DMRC. Besides, DMRC shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.
4. We do hereby undertake that DMRC / Any other Metro organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Minister of Commerce, applicable for all Minister 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 DMRC / Any other Metro organisation (100% owned by Govt.), after award of contract to us during last 3 years (from the last day of the previous months of tender submission) due to our non-performance.
5. I/We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in the works awarded by DMRC / Any other Metro organisation (100% owned by Govt.) contract 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 the previous months of tender submission).
6. We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years (from the last day of the previous months of tender submission).

I/We know that to swear a false undertaking is a crime under the law and with such knowledge only I have swear this Undertaking.

(Signature of Authorized 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 members counter signed by the authorized signatory of tenderer.

FORM OF TENDER-APPENDIX-5A

(Undertaking by JV/Consortium members)

We understand that,

1. In case, it comes to notice of DMRC 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 upto 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 MOU/JV agreement submitted in terms of clause 1.2.1 (vii) (d) of NIT. 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.
3. 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 1.2.1 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.

(i) 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 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-6

Obligation/ Statutory Compliance to be ensured by Contractor (Undertaking)

(Ref. Clause C20 of ITT)

1. I/We hereby confirm and declare that I/We will ensure compliance of obtaining license for employing contract labour.
2. I/We hereby confirm and declare that I/We will compliance of minimum wages Act by payment of wage on 7th of every month through Bank or in the presence of nominated representative of employer (DMRC Supervisor/manager)
3. I/We hereby confirm and declare that I/We will compliance of provision of ESI & EPF Act&will ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.
4. *I/We hereby confirm and declare that I/We will send Accident report to respective Authorities under the different Acts/Rules i.e., Regional Labour Commissioner (Central), ESI Authorities/ Commissioner Employees' Compensation & EPF Authorities, State Labour Welfare Board, as the case may be.*

In case of accident occurring at construction site:-

- a. *Regional Labour Commissioner (Central): – Form XI (under the Rationalization of Forms and Reports under certain labour Laws Rules, 2017 (Sec 210, BOCW Regulation of Employment and Condition of Service) Central Rule 1998).*
- b. *Commissioner Employees' Compensation: - Form EE (Rule 11, of The Employees' Compensation Rules, 1924).*
- c. *ESI Authorities: - Form-XII (Sec-68, under The Employees' State Insurance (General) Regulations, 1950).*
- d. *EPF Authorities: - Intimation.*

In case of accident occurring in Operation and Maintenance:-

- a. *ESI Authorities: - Form-XII (Sec-68 under The Employees' State Insurance (General) Regulations, 1950).*
- b. *Commissioner Employees' Compensation: - Form EE (Rule 11, of The Employees' Compensation Rules, 1924).*
- c. *EPF Authorities: - Intimation.*
5. I/We hereby confirm and declare that I/We will observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.

(Signature of Authorized Signatory)

(Each member in case of JV/Consortium)

FORM OF TENDER- APPENDIX-7

WORK EXPERIENCE

(Ref. Clause 1.2.2 (A) of NIT)

(DOCUMENTS RELATED TO WORK EXPERIENCE MENTIONED IN THIS APPENDIX ONLY SHALL BE CONSIDERED FOR EVALUATION OF WORK EXPERIENCE CRITERIA).

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

Group Member's legal name..... Page ofpages

Type of Participation: Substantial/ Non-substantial (Tick whichever is applicable)

For works as per clause no. 1.2.2 (A) or more at the price level on last day of month previous to the month the tender submission (considering escalation as per Clause 1.2.2 (A) of Notes Bullet no.3)

S. No.		Work-I	Work-II	Work-III
1.	Name of work			
2.	Contract Identification Number			
3.	Award Date			
4.	Date of Completion(In case of completed works)			
5.	Employer's Name			
6.	Employer's Address: Telephone / Fax number: E Mail			
7.	Role in Contract (Individual OR JV/Consortium member)			
8.	Completion Cost/ Executed Value			
	a. Currency (as stated in Clients Certificate) b. In equivalent INR as on last day of the previous month of tender submission price level			
9.	Value of "Similar Work" as per clause 1.2.2A of NIT. (Refer Note 3 below)			
	a. Currency (as stated in Clients Certificate) b. In equivalent INR as on last day of the previous month of tender submission price level			
10.	If JV/Consortium member, specify percentage participation in contract & amount (Please refer Note-1)			
	a. %age participation b. In equivalent INR as on last day of the previous month of tender submission price level			
11	Contract delayed, i.e., completed beyond the original date of completion. Please mentioned 'Yes' or 'No'.			

NOTE:

1. This Appendix is Mandatory to submit. The work experience certificate's enclosed by bidder elsewhere without submitting this Appendix shall not be taken into consideration and their bid shall be summarily rejected in the absence of this Appendix. No query shall be raised for not submitting this Appendix.
2. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
3. **Separate Proforma shall be used for each member in case of JV/Consortium.**
4. If the above work(s) comprises of works other than "similar work" also, than client's certificate clearly indicating the amount of "similar work" shall be furnished by tenderer.
5. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.
6. Separate sheets for additional works, if required, as per NIT may be submitted.

Stamp &Signature of Tenderer

Financial DATA

(Ref. Clause 1.2.2 (B) of NIT)

Applicant's legal name

Date

Group Member's legal name..... Page of Pages

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

S.N.	Description	Financial Data for Latest Last 3 Years (Indian Rupees in Lakhs)		
		2022 - 2023	2023 - 2024	2024 - 2025
	Financial Year			
1.	Status of financial statements (Audited/ Not Audited/ Not Applicable)			
2.	Total Assets			
3.	Current Assets			
4.	Total External Liabilities			
5.	Current Liabilities			
6.	Annual Profits Before Taxes			
7.	Annual Profits After Taxes			
8.	Net Worth[= 2 - 4]			
9.	Liquidity [=3 - 5]			
10.	Return on Equity			
11.	Gross Annual turnover			

Attach copies of the audited balance sheets, including all related notes, income statements for the last three 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/Consortium, 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. 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.
6. The above Appendix shall be duly certified by Chartered Accountant / Company Auditor under his signature & stamp, membership number and Unique Document Identification Number (UDIN).
7. In case financial statements for any of the financial year are not required to be audited as per any relevant section of the Income Tax Act, then, same should be supported by CA(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.

FORM OF TENDER- APPENDIX- 8A

{Affidavit for Unaudited Balance Sheet as per First Bullet of Notes of NIT Clause 1.2.2(b)(i)}

(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
i.e. **F.Y. 2024-25** has actually not been audited/ or under finalisation so far.

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

FORM OF TENDER- APPENDIX- 9

DELETED

FORM OF TENDER- APPENDIX- 10

DELETED

FORM OF TENDER- APPENDIX-11

DELETED

FORM OF TENDER- APPENDIX- 12

(Undertaking as per Clause 1.2.1 ix (d) of NIT)

We hereby jointly and severally certify in accordance with clause '9.a' of 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% (Class-I Local Supplier)>20%(Class-II Local Supplier)** and we meet the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier'. As filled in below mentioned Table.

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.

Table

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

S. No.	Class of Local Supplier	% of Local content (as defined in clause 1.2.1 (ix) of NIT) with respect to cost of the respective Schedule of BOQ	Tick(☒) (Only one option whichever is applicable)
1.	Class-I	(Greater than or equal to) ≥60%	☐
2.	Class-II	(Greater than) >20% but <(Less than) 60%	☐
3.	Non-Local Supplier	(Less than or equal to) ≤20%	☐

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER

Note:

1. This appendix need to be submitted only by 'Class-I local supplier' / 'Class-II local supplier' as defined in Clause 1.2.1 ix of NIT.
2. 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.

FORM OF TENDER- APPENDIX – 13

(Ref. Clause C2.2 (o) of ITT)

(Undertaking for Restriction of Bidders from Countries sharing Land Borders with India)

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 contractors 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

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF 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-14

(Pending Litigation as per Clause 1.2.1 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.....ofpages

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)
	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:[indicate main issue in dispute] Status of Dispute:[indicate if it is under Arbitration or being dealt with by the Judiciary]					
1						
2						
Add require number of rows						
	Total of amount of all contracts in dispute (INR*)					
	Percentage of net worth					

*Or respective currency

STAMP & SINGNATURE OF AUTHORISED SIGNATORY

Note:

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

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.

FORM OF TENDER- APPENDIX-15

(As per Clause 1.2.1 v (h) of NIT)

(This affidavit is to be submitted by the tenderer on a non-judicial stamp paper of ₹100)

I (*Name and designation*)** appointed as the attorney/ authorized signatory of the tenderer (including its constituents),
 M/s (hereinafter called the tenderer) for the purpose of the Tender document for the work of (*Name of work as per clause 1.1.2 a of NIT*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from e tendering website <https://etenders.gov.in/eprocure/app>. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DMRC shall be final and binding upon me/us.
4. I/We declare and clarify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the minimum eligibility criteria requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are corrected and I/We are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation or after award/sinning of contract agreement and if it is found that I/We has/have indulged in corrupt/fraudulent/collusive/coercive practices, at any stage before or after award of the contract as per clause 4.33 of the General conditions of Contract 9GCC), it shall lead to actions such as rejection of bid/forfeiture of tender security or rescission/termination of contract/forfeiture of Performance security other dues if any payable against the contract, banning of business etc. as per Suspension/Banning policy of DMRC.

Seal and Signature of Authorized Signatory of the tenderer**Place:****Date:**

**The contents in italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer and italicized text shall be deleted from the final affidavit. Attestation before magistrate/notary Public.

FORM OF TENDER- APPENDIX-16

(Ref. Clause C23 of ITT)

CHECK LIST FOR TECHNICAL AND FINANCIAL SUBMISSION				
Open E-Tender, in Two Bid System for Contract: OEW-2257 "SITC of Local SCADA and RTUs for Traction SCADA in DMRC"				
Name of the Firm/Tenderer : M/s				
S. No.	Item	Submitted		Reference Page No. in the Technical Submittal
		Yes	No	
CHECK SHEET FOR TECHNICAL SUBMISSION				
Documents required to be submitted along with the Technical Package				
1	Tender Cost and Tender security (EMD) Details			
1.1	Scanned copy of payment of Cost of Tender Documents/ Tender fee and Tender security/ EMD of requisite amount along with UTR No.	NA	NA	NA
1.2	Scanned copy of payment of Tender security of requisite amount along with UTR No. (in case of payment through RTGS, NEFT and IMPS)	NA	NA	NA
2	POWER OF ATTORNEY			
2.1	Copy of POA/authorization in favour of authorized signatory of tender documents.			
2.2	Authorization in favour of signatory to the POA (i.e. Board Resolution/MOU etc.)			
2.3	Submitted POA/ authorization contains specimen signature of authorized signatory to tenderer.			
2.4	In case of JV/Consortium, POA by each member in their authorized signatory.			
2.5	Submitted POA is duly notarized and submitted copy of POA is Attested.			
2.6	Does in case of foreign firm the POA/MOU/JV Agreement is notarised in the country of origin and stamped by Indian Embassy/High Commission.			
2.7	Documents of constitution of the legal entity (Undertaking for proprietorship / Partnership deed / Memorandum and Articles of Association), each member in case of JV/consortium.			
3	DOCUMENTS REQUIRED AS PER CONTRACT			
3.1	Form of Tender (FOT) duly signed by Authorised signatory.			
3.2	Contract Conditions- Appendix-1 of FOT.			
3.3	Undertaking - Appendix-2.			
3.4	Proforma for Statement of deviations- Appendix-3			
3.5	General information & Joint Venture Data- Appendix-4			
3.6(a)	In terms of Appendix- 4/ point nos. (a), (b) & (c) of FOT, whether documents of constitution of the legal entity (Undertaking for proprietorship / Partnership deed / Memorandum and Articles of Association) is submitted (each member in case of JV/consortium).			
3.6(b)	In terms of Appendix- 4/ point nos. (d) of FOT, whether in case of JV/Consortium, submitted corresponding JV agreement/ consortium agreement/MOU duly signed by each member of JV/Consortium.			
3.6(c)	JV agreement/ Consortium agreement/ MOU is duly notarized.			
3.6(d)	Undertaking by Parent Company as per clause 1.2.1 vii (a) & (b) of NIT – Appendix-4A			
3.7	Undertaking duly (Non-blacklisting/ Rescinded Etc.)-Appendix-5.			

3.7(a)	Undertaking by JV/Consortium members. Appendix-5A			
3.8	Form for obligation/ statutory compliance to be ensured by contractor- Appendix-6.			
3.9	Appendix-11Details Of Bank Account For Refund Of Tender Security/EMD Through NEFT/ RTGS	NA	NA	NA
3.10	Undertaking as per Clause 1.2.1 ix (d) of NIT Appendix-12			
3.11	Undertaking for Restriction of Bidders from Countries sharing Land Borders with IndiaAppendix-13			
3.12	Pending Litigation as per Clause 1.2.1 v(f) of NITAppendix-14			
3.13	Affidavit as Per Appendix 15 on non-judicial stamp paper.			
3.14	Check List- Appendix16.			
4	WORK EXPERIENCE & FINANCIAL DATA			
4.1	Work Experience- Appendix-7.			
4.1 (a)	UNDERTAKING BY THE BIDDER (On Company's Letter Head). i.e. FOT Appendix-7A			
4.2	Client's Completion Certificate in support of their work experience corresponding to the details given in Appendix-7 of FOT.			
4.3	Financial data- Appendix-8.			
4.3(a)	Affidavit for unaudited balance sheet Appendix-8A of FOT (if applicable)			
4.3(b)	Audited balance sheet of last 3 financial years in terms of clause 1.2.2/Notes of NIT.			
4.4	Financial data- Appendix- 9	NA	NA	NA
4.5	Works in Hand- Appendix- 10	NA	NA	NA
4.6	All the forms, Annexures, Appendix etc. submitted as per tender document.			
5	ADDITIONAL REQUIREMENTS			
5.1	PAN No. submitted by tenderer.			
5.2	Self-attested Copy of the Goods and Service Tax registration certificate as per Central Goods and Service Tax Act' 2017 and State Goods and Service Tax Act' with the appropriate GST authority of Goods and services as per clause C2.2 (t) of ITT.			
5.3	EPF Registration No.			
5.4	ESI Registration No. and Code No. as per ESI Act 1948.			
CHECK SHEET FOR FINANCIAL SUBMISSION				
Documents required to be submitted along with the Financial Package				
1	Priced Bill of Quantities (BOQ).			
2	Appendix-3A Statement of Minor Deviation			
Note: The check list is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required document accordingly.				

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

Seal:

Date:

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