



BIDDING DOCUMENTS

for

Procurement of

**CONTRACT BW-UG-02-TUNNELS
DESIGN AND CONSTRUCTION OF BALANCE
WORKS OF TUNNELS FROM SOUTH END OF MAY
DAY PARK TO NORTH SHAFT OF AG-DMS**

PART-1

Employer: Chennai Metro Rail Limited

Country: India

Project: Chennai Metro Rail Project Phase I

Loan No.: ID-P 197, 208, 230

DECEMBER 2015



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PART 1 - Bidding Procedures

Single-Stage Two-Cover Bidding

DECEMBER 2015



Invitation for Bids

Date: 12.12.2015

Loan Agreement No:ID-P197, 208, 230

IFB No:CMRL/02/2015/UAA02/Balance Works (Under Risk & Cost of Terminated Contractor)

Reference Identification No: BW-UG-02-Tunnels

1. The Chennai Metro Rail Limited has received a loan from Japan International Cooperation Agency(JICA) towards the cost of Chennai Metro Rail Project Phase I. It is intended that part of the proceeds of this loan will be applied to eligible payments under the Contract for **“Design and Construction of balance works of underground Tunnels From South End of May Day Park to the North End of AG-DMS”**.
2. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.
3. The Chennai Metro Rail Limited now invites sealed Bids from eligible Bidders for the design, execution and completion of balance works of **underground Tunnels From South End of May Day Park to the North End of AG-DMS** under risk and cost of terminated contractor (“the Works”). International Competitive Bidding with Initial Filter in accordance with JICA's Single stage Two cover Bidding Procedure.
4. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of **Chief General Manager (UG-Construction)**,

Chennai Metro Rail Limited,
Administrative Building, CMRL Depot,
Poonamallee High Road,
Koyambedu, Chennai- 600107
Tel no: 044 2379 2000
Fax No.: 044 2379 2163
Email id: cgmugc.cmrl@tn.gov.in.

5. A complete set of the Bidding Documents may be purchased and inspected by interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee (for each contract package) of Rs. 25000/- (Rupees Twenty Five Thousand only) / 420 USD (Four Hundred Twenty Dollars only) including TNVAT from CMRL office in the form of Demand Draft (DD) in favour of **Chennai Metro Rail Limited** payable at Chennai.
 - i) The Tender documents can be downloaded from the internet, if so desired www.chennaietrorail.gov.in. There will be a non-refundable Tender submission



fee for each contract package at a Rs. 20000/- (Rupees Twenty Thousand only)/ 335 USD (Three Hundred and Thirty five Dollars only) including TNVAT in the form of Demand Draft (DD) in favor of Chennai Metro Rail Limited payable at Chennai to be submitted along with the bid.

6. Bids must be delivered to the address above on or before 14.00Hrs IST 23.02.2016 and must be accompanied by a Bid Security of INR 4.9 cr. (Rupees Four Crores Ninty Lakh only) / 732,327 USD (Seven Thirty Two Thousands Three Hundred and Twenty Seven dollars only).
7. Bids will be opened in the presence of Bidders' representatives who choose to attend at 14.30Hrs IST on 23.02.2016 the office of:

Chief General Manager (UG-Construction),

Chennai Metro Rail Limited,
Administrative Building, CMRL Depot,
Poonamallee High Road,
Koyambedu, Chennai- 600107
Tel no: 044 2379 2000
Fax No.: 044 2379 2163
Email id: cgmugc.cmrl@tn.gov.in



Section I. Instructions to Bidders



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A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids **specified in the BidData Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor as specified in Section VI, Employer’s Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrowers specified in the BDS has applied for or received a Japanese ODA Loans from Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement specified in the BDS, toward the cost of the project specified in the BDS. The Borrower intends to apply a portion of the proceeds of the Loan to eligible payments under The Contract(s) for which these Bidding Documents are issued.
- 2.2 Disbursement of a Japanese ODA Loans by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans specified in the BDS. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.
- 2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Corrupt and Fraudulent Practices**
- 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of



such contracts. In pursuance of this policy, JICA:

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it, at any time, determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and
- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or a Subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisements for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded



a contract according to the above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a Subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the Loan or any other remedies on the grounds of contractual violation.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 [Corrupt and Fraudulent Practice] of General Conditions.

4. Eligible Bidders 4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV:

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and

(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.

(a) A firm shall be disqualified from providing goods or non-Consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and



- build contract.
- (b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the Contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such Contract, shall be disqualified.
 - (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a JV. A firm (including its affiliate), if acting in the capacity of a Subcontractor in one Bid, may participate in other Bids, only in that capacity.
 - (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.
- 4.3 A Bidder shall be from any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans.
- 4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a Contract.
- 4.5 This bidding is open only to prequalified Bidders unless specified in the BDS.
- 4.6 A Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Plant, Material and Services**
- 5.1 The Plant, Material and Services to be supplied under the Contract shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans, and all expenditures under the Contract will be limited to such Plant, Material and Services.
 - 5.2 For purposes of ITB 5.1 above, "origin" means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components.



B. Contents of Bidding Documents

6. **Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
 - Section II. Bid Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria (EQC)
 - Section IV. Bidding Forms
 - Section V. Eligible Source Countries of Japanese ODA Loans
- PART 2 Employer's Requirements**
- Section VI. Employer's Requirements
- PART 3 Conditions of Contract and Contract Forms**
- Section VII. General Conditions (GC)
 - Section VIII. Particular Conditions (PC)
 - Section IX. Annex to the Particular Conditions Contract Forms
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and Employer's Requirement in the Bidding Documents, and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
7. **Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission



- of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 24.2.
- 7.2 The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents 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.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if so **specified in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be conducted by the Employer at the time of the pre-bid meeting, if so **specified in the BDS**.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not



through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security, in accordance with ITB 21;
 - (c) Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's



- authorized representative;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
 - (e) in the case of a Bid submitted by a JV, a copy of the JV agreement, or letter of intent, signed by all members, to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective members;
 - (f) documentary evidence establishing in accordance with ITB 14 that the Works offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
 - (g) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
 - (h) Technical Proposal in accordance with ITB 17;
 - (i) documentary evidence establishing in accordance with ITB 16 that the Works offered by the Bidder conform to the Bidding Documents;
 - (j) alternative Bids, if permissible, in accordance with ITB 13
 - (k) list of Subcontractors, in accordance with ITB 17.2 and 17.3; and
 - (l) any other document **required in the BDS**.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Price Bid;
 - (b) Completed Price Schedules, in accordance with ITB 12 and 18;
 - (c) alternative Price Bids, at the Bidder's option and if permissible, in accordance with ITB 13; and
 - (d) any other document **required in the BDS**.
- 12. Letters of Bid and Schedules** 12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid, including the appropriate Technical and Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 **The BDS indicates** whether alternative Bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB 13.2 and/or ITB 13.4.
- 13.2 When alternatives to the Time for Completion of the whole of the Works or the sections are explicitly invited, a statement to



that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer’s requirements as described in the Bidding Documents must also provide: (i) a price at which they are prepared to offer such alternative meeting the Employer’s requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical information (particulars), breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When Bidders are invited in the BDS to submit alternative technical solutions for specified parts of the Works, such parts shall be described in Section VI, Employer’s Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Works shall be considered by the Employer on their own merits, pursuant to ITB 35.2.

**14 Documents
Establishing the
Eligibility of
Plant, Materials
and Services**

14.1 To establish the eligibility of Plant, Materials and Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

**15. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**

15.1 In accordance with Section III, Evaluation and Qualification Criteria, if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

15.2 Any change in the structure or formation of a Bidder after being



prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if

- (i) such change has not taken place by the free choice of the firms involved;
- (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or
- (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition.

Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

16. Documents establishing conformity of the Works

- 16.1 The documentary evidence of the conformity of the Work with the Bidding Documents may be in the form of literature, drawings and data, and shall include:
- (a) detailed description of the essential technical and performance characteristics of the Plant, including the Schedule of Guarantees of the proposed Plant, in response to the Employer's Requirement. The Schedule of Guarantees of the proposed Plant shall be stated in the applicable form in Section IV, Bidding Forms;
 - (b) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Plant for the periods specified in the BDS, following completion of the Works in accordance with the provisions of Contract; and
 - (c) adequate evidence demonstrating the substantial responsiveness of the Works to those Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the alterations are substantially equivalent or superior to the



- standards designated in the Employer’s Requirement.
- 17. Technical Proposal, Subcontractors**
- 17.1 The Bidder shall furnish a Technical Proposal, including a statement of work methods, equipment, personnel, schedule, safety plan, and any other information as stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidder’s proposal to the Employer’s Requirements and the completion time.
- 17.2 For major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Technical Proposals information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the Works. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Works to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 16.1.
- 17.4 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).
- 17.5 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractors(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation and Qualification Criteria.
- 17.6 In case Prequalification was conducted prior to the bidding process, the Bidder’s Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly unless such change is explicitly approved by the Employer in accordance with ITB 15.2.
- 18. Bid Prices and Discounts**
- 18.1 **Unless otherwise specified in the BDS**, Bidders shall quote for the Works such that the total Bid Price covers all the



- Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 18.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.
- 18.3 Bidders shall provide price in each item in the manner and detail called for in the Price Schedules included in Section IV, BiddingForms. Further, Bidders may add breakdowns of items and provide the prices in each Price Schedule included in Section IV, Bidding Forms.
- 18.4 The price to be offered in the Letter of Bid, in accordance with ITB 12.1, shall be the total **price of the Bid, excluding any discounts that may be offered.**
- 18.5 **Unless otherwise specified in the BDS and the Contract,** the prices offered by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 18.6 If so specified in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 18.4, provided the Bids for all lots (contracts) are opened at the same time.
- 18.7 **Unless otherwise provided in the BDS,** all duties, taxes, and



- other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 18.8 Bidders wishing to offer any unconditional discount shall specify in their Letter of Price Bid the offered discounts and the manner in which price discounts will apply.
- 19. Currencies of Bid and payment**
- 19.1 The currency(ies) of the Bid shall be, as **specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
- 19.2 Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer pursuant to ITB 24.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 20.3.
- 20.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract Price shall be determined as follows:
- (a) In the case of Fixed Price Contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
 - (b) In the case of Adjustable Price Contracts, to determine the Contract Price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
 - (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the corrections indicated above.
- 21. Bid Security**
- 21.1 The Bidder shall furnish as part of its Bid a Bid Security in the amount and currency **specified in the BDS**.
- 21.2 The Bid Security shall be a demand guarantee in any of



the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**

from a reputable source from an eligible source country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

- 21.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the Bidder is determined disqualified or in case the Bidder pass the technical evaluation,
- 21.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 43; or
 - (ii) furnish a Performance Security in accordance with ITB 44.
- 21.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as



22. Format and Signing of Bid

- named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 22.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid as described in ITB 11 and clearly mark it “TECHNICAL BID - ORIGINAL” and “PRICE BID - ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 22.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

- 23.1 Bidders may submit their Bids by mail or by hand. Procedures for submission, sealing and marking are as follows: Bidders shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “TECHNICAL BID- ORIGINAL,” “PRICE BID – ORIGINAL,” “TECHNICAL BID – COPY,” “PRICE BID – COPY,” and “ALTERNATIVE,” as appropriate. These envelopes containing the original, the copies and the alternative(s), if any, shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 through 23.5.



- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 24.1; and
 - (c) bear the specific identification of this bidding process specified in BDS 1.1.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7.
- 23.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB



- 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Technical Bid and on the Letter of Price Bid or any extension thereof.
- 27. Bid Opening**
- 27.1 Except in the cases specified in ITB 25 and ITB 26, the Employer shall publicly open and read out in accordance with ITB 27.5 all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 27.7.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at opening of the Technical Bids.
- 27.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 27.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at opening of the Technical Bids.
- 27.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.1.
- 27.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out:



- (a) The name of the Bidder;
- (b) Whether there is a modification;
- (c) The presence or absence of the Bid Security; and
- (d) Any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 25.1).

- 27.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 27.7 At the end of the evaluation of Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening.
- 27.8 The Employer will notify, in writing, Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Bid security and Price Bids unopened.
- 27.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.10 All envelopes containing Price Bids shall be opened one at a time, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) the Bid Price(s), including any discounts and alternative Bids; and



(d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

27.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, (per lot if applicable), including any discounts, and alternative Bids. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the evaluation of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, 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 shall do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date



and time set in the Employer’s request for clarification, its Bid may be rejected.

**30. Deviations,
Reservations
and Omissions**

- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**31. Preliminary
Examination of
Technical Bids**

- 31.1 The Employer shall examine Technical Bids to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security; and
 - (d) Technical Proposal.

**32. Qualification of
the Bidders**

- 32.1 The Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 15.
- 32.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.



- If the assessment of the Bidder's qualification is conducted for the lowest evaluated Bidder only, in accordance with ITB 32.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.
- 32.4 The capabilities of the manufacturers and Subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or Subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Subcontractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Subcontractors for each item concerned.
- 33. Determination of Responsiveness of Technical Bids**
- 33.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.2.
- 33.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 33.3 The Employer shall examine the technical aspects of the Technical Bid submitted in accordance with ITB 17, in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation, or omission.
- 33.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by



correction of the material deviation, reservation, or omission.

- 34. Nonmaterial Nonconformities**
- 34.1 Provided that a Technical Bid is substantially responsive, the Employer may waive any nonconformity in the Technical Bid that does not constitute a material deviation, reservation or omission.
- 34.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 34.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable non-material nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 35. Detailed Evaluation of Technical Bids**
- 35.1 The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Documents. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified Schedule of Guarantees, will be rejected for non-responsiveness. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:
- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Works offered with specified performance criteria, corresponding to each Schedule of Guarantees, as indicated in the Technical Requirements; suitability of the Works offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept



- included in the Bid;
- (b) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.
- 35.2 Where alternative technical solutions have been allowed in accordance with ITB 13.4, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
- 36. Correction of Arithmetic Errors**
- 36.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, in accordance with ITB 36.1, shall result in the rejection of the Bid.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS.**
- 38. Evaluation of Price Bids**
- 38.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 38.2 To evaluate a Price Bid, the Employer shall consider the following:
- (a) the Bid Price, excluding Provisional Sums in the Price Schedules, but including Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 18.7 or ITB 18.9;
- (d) price adjustment due to quantifiable non-material non-conformities in accordance with ITB 34.3;



- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 37; and
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 38.3 If price adjustment is allowed in accordance with ITB 18.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 38.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 38.5 If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and the Price Schedules proposed. After evaluation of the price analyses, taking into consideration the Schedule of Payment, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 39. Comparison of Bids** 39.1 The Employer shall compare the evaluated prices of all substantially responsive Bids in accordance with ITB 38.2 to determine the lowest evaluated Bid.
- 40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 40.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities shall be promptly returned to the Bidders.

F. Award of Contract

- 41. Award Criteria** 41.1 Subject to ITB 40.1, the Employer shall award the Contract



- to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 42. Notification of Award**
- 42.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Accepted Contract Amount”).
- 42.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 42.3 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) name of each Bidder who has submitted a Bid;
 - (b) Bid Prices as read out at Bid opening;
 - (c) name and address of the successful Bidder;
 - (d) name and address of the supplier (if applicable); and
 - (e) award date and amount of the Contract.
- 42.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 42.5 After notification of award, unsuccessful Bidders may request, in writing, to the Employer a debriefing seeking explanation on the grounds on which their Bids were not selected. The Employer shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award in accordance with ITB 42.1, request a debriefing.
- 43. Signing of Contract**
- 43.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 44. Performance Security**
- 44.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.5, using for that purpose the Performance Security Form included in Section IX Contract Forms, or another form acceptable to



the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

- 44.2 Failure of the successful Bidder to submit the above mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.



45

Supplementary Instructions to Bidders*

Chennai Metro Rail Limited is inviting sealed international competitive bids from eligible bidders with **Initial filter** in accordance with JICA's single-stage two-cover bidding procedure for the design, execution and completion of balance works under the risk and cost of terminated contractor. The employer has endeavored to compile the basic requirements and necessary eligibility criteria for effective completion of works left unfinished by the previous contractor.

The employer's evaluation procedure involves the application of an **Initial Filter** to the bids received based on Part 1 Section III. This document shall be submitted by the bidders as part of their technical proposal but the necessary documents shall be compiled and furnished in a separate envelope as detailed below.

The Technical Proposal of the tenderers who qualify the Initial Filter will only be evaluated further.

* These instructions are to be read in conjunction with the Sections I to IV of Part 1.



45.1

(a) The contents required by the employer as part of the tender submission shall be organized as follows:-

Sl. No.	Particulars	Contents
COVER-A (Technical Bid) (Should be as accordance with clause 23.1 of ITB.)		
1)	Envelope-1	a) Bid Security (in accordance with ITB 21) b) Cost of tender in the form of demand draft for downloaded tender documents. c) Declaration that tender document downloaded has not been tampered or modified.
2)	Envelope-2	Documents pertaining to Initial Filter as detailed in Part 1 (Section III).
3)	Envelope-3	Documents pertaining to Technical Proposal as detailed in Part 1 (Section IV- Bidding Forms).
COVER-B (Financial Bid)		
1)	Envelope-4	Documents pertaining to Financial Bid as detailed in ITB Clause 11.3 and Clause 23.1.

(b) Both cover A & Cover B to be put in one cover sealed and submitted as per BDS.

45.1.1 Initial Filter

The tenderer shall submit the following documents duly completed as part of envelope2 :

- Letter of Technical Bid;
- Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
- written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2 in conjunction with BDS;
- Undertaking for not being terminated or black-listed by any government agency/PSU/metro in the last 10 years by firm/each member of the JV.
- Declaration for not being engaged in any fraudulent or current practice.
- in the case of a Bid submitted by a JV, a copy of the JV agreement, or letter of intent, signed by all members, to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective members;
- documentary evidence establishing in accordance with ITB 14 that the Works offered by the Bidder in its Bid that it is eligible;



- Details of proposed personnel- Forms PER 1 and PER 2
- Details of proposed equipment - Form EQU
- Applicants attestation in accordance with clause 1.1.3(a) Section III
- Bidder Information Form ELI-1, ELI-2 (Section IV)
- Form CON.
- Form FIN-1, FIN-2 including attached copies of Financial Statements and audited balance sheets of last 5 years.
- Form FIR- 1 and FIR-2
- Form EXP-1, EXP-2 (a), EXP-2(b)
- Declaration stating that there is no conflict of interest as ITB Clause 4.2
- Details of Experience of the Contractor in projects of comparable nature and complexity in the last 10 years satisfying requirements in Clause 1.1.3 (b) & (c) of Section III, with performance certificate from their respective clients clearly specifying their experience with respect to
 - tunnelling experience
 - ground conditions where work was executed,
- List of potential Proof Checking Consultants with necessary documents supporting their credentials or experience as required satisfying clause 1.1.3 (d) of section III.
 - Design of tunnels
- Safety Performance- In accordance with 1.1.3.(e)& Safety Performance record filled as per Annexure A of Bidding Form.
- Quality Assurance Program in accordance with 1.1.3.(f)

The technical bid of the tenderer who qualifies the initial filter will only be opened.



45.1.2 Technical Bid

45.1.2.1 (a) The tenderer shall submit the following documents duly completed as part of envelope3 (Technical Proposal) in accordance with ITB 17:

- Scope Analysis- Comprehensive study of balance works including evaluation of scope of balance work and the appropriate methodology to finish the same within stipulated time.
- All Bidding Documents including all Addenda/Corrigenda/Pre Bid Response
- Statement of Compliance of Technical Proposal as per Contractual Requirements
- Organization Chart
- Site Organization including Security proposal for sites.
- General Approach and Method Statement
- OHSE Plan
- Project Management Plan
- List of Manuals required for operation and maintenance
- List of Codes and Standards to be submitted to the employer
- Details of provider of performance guarantee
- Details of insurance providers
- Mobilization Schedule
- Construction Schedule
- Preliminary Design
- Safety Plan
- Quality Assurance and Quality Plan
- Schedule of Guarantee
- Spare Parts
- Any other documents requested by the Employer

45.1.2.1 (b) *The bidder shall note that the works are to be executed in mixed ground conditions varying from alluvial deposits to complete rock and below local ground water table.*

45.1.2.2 Material Deviation or Reservation

A material deviation or reservation is one:

- which affects in any substantial way the scope, quality or performance of the Contract; or
- which limits in any substantial way, the Employer's rights or the Tenderer's obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other Tenderers presenting conforming Tenders.



45.1.2.3 Qualifying Conditions

A Technical Proposal may be deemed unacceptable if it contains any qualification which:

- seeks to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the Contractor save as specifically permitted in the Tender Documents; or
- includes a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- **fails to submit any document required in the tender; or**
- fails to commit to the Key Dates as specified **in tender documents,**

45.1.2.4 The Employer will evaluate the technical suitability and acceptability of the Tender proposals as per the Employer's Requirements.

45.1.2.5 The Tenderer shall be required to amplify, explain and develop the Tenderer's Technical **proposal** in substantially greater detail **complying clearly with Part 2.**

45.1.2.6 Commercial bid of Tenderers who have qualified the technical proposal will only be opened.

45.1.2.7 The tenderer shall submit the following documents duly completed as part of envelope 4 (**Financial Bid- Cover 'B'**):

- Letter of Price Bid;
- Completed Price Schedules, in accordance with ITB 12 and 18;
- Schedule of Payment;
- Any other document **required in the BDS.**

45.2 Evaluation of Tenders

45.2.1 General Evaluation –

The Employer will determine whether each bid submission:

- (i) provides all the documentation as required;
- (ii) is the only one submitted by the Tenderer in accordance with Contract Requirements;
- (iii) whether proper and correct Bid security, cost of tender (if downloaded) has been submitted;
- (iv) whether Cover –A containing technical envelope and Cover-B containing Price Bid is submitted.

A 'NO' answer to any of the above items may disqualify the Tender at the Employer's discretion.



45.2.2 Evaluation of Initial Filter

The Initial Filter will be evaluated under the following heads:

- 45.2.2.1** The Employer will determine whether the tenderer **fulfils** the requirements of the Initial Filter as per clause 45.1.1 above.
- 45.2.3** Technical Proposals considered being non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, evaluated as per the above clauses 45.1.1, 45.2.1 & 45.2.2 shall be rejected by the Employer.
- 45.2.4** If any Technical Proposal is rejected, pursuant to the above clause 45.2.3, the Financial Package of such Tender shall be returned to the Tenderer unopened.

45.3 Opening & Evaluation of Financial Bids

- 45.3.1** The Financial Bids of technically qualified bidders will be opened as per ITB 27.7.
- 45.3.2** Financial Bids will be evaluated as per ITB 36 to 38.
- 45.4.1** Before quoting against this tender, the Tenderers are requested to visit the work sites with the Employer, make a complete study based on the drawings issued and to satisfy themselves regarding the quantum of work to be done. Tenderers are requested to satisfy themselves of the information necessary based on their site visits and quote accordingly.
- 45.4.2** Some of the major Plant & Machinery such as Tunnel Boring Machines (TBMs'), batching plant, etc taken over from the previous contractor will be made available to the tenderers free of cost. No rent will be charged for these equipments. It is upto the tenderer to suitably repair and maintain these equipments (as required by original equipment manufacturer), use them for the works and then return them back to CMRL/Employer after completion of the works. In case, the tenderer do not want to use these equipments, they may be returned without any implication/claim to CMRL/Employer. The tender price shall be inclusive of all costs associated with the works as part of the contract and the tenderer shall not be eligible for any additional payments over and above what is quoted by the tenderer for repair, maintenance or return of such equipments, plant and machinery, etc. The tenderer shall review the adequacy of the available/proposed resources and suitably augment the same to meet the agreed work programme. Bidders are requested to take this into account while quoting their financial bid.



- 45.4.3** Tentative list of equipments taken over from the terminated contractor and available in site in ‘as-is-where-is’ condition is provided in lists 1A, 1B and 2.
Equipments in list 1A and 1B are available free of cost.
Equipments in list 2 are available for hire and the rates are to be negotiated by the Bidder with the respective equipment owners directly.
Lists are attached as Annexure to Supplementary Instructions 45.4.3.
- 45.4.4** The bidder shall be responsible for all the plant & machinery, equipments provided by Employer, during the period of usage at site, including operation, maintenance, repairs, safety, etc complete. They shall be returned to the Employer in working condition upon completion of works.
- 45.4.5** The equipments are required to be certified by competent authority/organization periodically as per statutory requirements. Necessary insurance for the equipments and third party insurance also should be covered by the Bidder during the period of usage.
- 45.5** In addition while all attempts were made to prepare the tender Documents based on the latest GC, it is possible that there may be instances where the cross references may not lead to the correct table/para/ drawing/contract clause /sentence of the tender documents prepared and sold now. To avoid this, the intending Tenderers are advised to write to CMRL / Employer for clarification, before the date of Pre-bid meeting. Tender evaluation will be done excluding the element of customs duty and all taxes.
- 45.6 Some important works and safety related items of work will be executed by the CMRL/Employer through already available agencies and they will be paid for the works being carried out up to the date of award of the new contracts. The reduction in scope shall be applied in such cases and the rates for these items of works to be paid to agencies by the Employer will be based on Southern Railway SOR 2008+ 50%, DSR, TNEB, CMWSSB rates etc. as applicable to the year 2015. The amounts paid for such works as per the above will be deducted from the amounts payable to the tenderer who will be finalized through these bids.



LIST 1A
INVENTORY OF PLANT AND MACHINERIES
BW-UG-02- Tunnels

Sl.No.	Location	Equipment	Make	Reference
1	N/A	N/A	N/A	N/A



LIST 1B
INVENTORY OF PLANT AND MACHINERIES
BW-UG-02- Tunnels

Sl.No.	Location	Equipment	Make	Reference
1	May day park	40 TON GANTRY CRANE	Atlas Crane Pvt ltd	529
2	May day park	20 TON GANTRY CRANE	HI TECH ENGG	528
3	May day park	JCB LOADALL(FORKLIFT)	JCB 540-170	FORKLIFT
4	May day park	Van	AMBULANCEE	TN 09 BR 5486
5	May day park	Batching plant	schwing setter CP-30	N.A
6	May day park	Air Compressor	Atlas Copco	XA176
7	May day park	Loco Motive-02	SchomaLokoMotiven	5790
8	May day park	Conveyor Belt Set up S-703	HK	N.A
9	May day park	Conveyor Belt Set up S-704	HK	N.A
10	May day park	Loco Motive-05	SchomaLokoMotiven	5879
11	May day park	Loco Motive-03	SchomaLokoMotiven	5787
12	May day park	Loco Motive-06	SchomaLokoMotiven	5739
13	May day park(Shaft)	Man Rider-02	N.A	N.A
14	May day park(703)	Man Rider-03	N.A	N.A
15	May day park(Shaft)	Grout Car 1	N.A	N.A
16	May day park(703)	Grout Car 2	N.A	N.A



LIST 1B INVENTORY OF PLANT AND MACHINERIES BW-UG-02- Tunnels				
Sl.No.	Location	Equipment	Make	Reference
17	May day park	DG -set 14000KVA	Grand Motor	ALT no: 280041/1
18	May day park	DG -set 14000KVA	Grand Motor	ALT no: 280041/2
19	May day park	DG -set 14000KVA	Grand Motor	ALT no: 280041/3
20	May day park	DG -set 14000KVA	Grand Motor	ALT no: 280041/4
21	May day park (Shaft)	TBM S703 + 01 no Backup bridge+ 4 nos of backup gantry+ segment erector+ segment feeder+ segment crane (EOT)	HK	S703
22	May day park (Shaft)	TBM S704 + Backup bridge+ 4 nos of backup gantry+ segment erector+ segment feeder+ segment crane (EOT)	HK	S704



LIST 2 INVENTORY OF PLANT AND MACHINERIES BW-UG-02- Tunnels					
Sl.No.	Location	Equipment	Make	Equipment Reference	Ownership
1	SGE	Bentonite Tanks- 8Nos (Including Desanding unit- 1No)	N.A	BT4- 24,47,73,40,22,21,42,75, SC51	Al Ghurair
2	SLI - RL/Stn box	Bentonite Container (6 Nos)	Tank	N.A	L&T GEO
3	SLI - RL/Higgins opp	Crane 50T	SANY	CS 50-19	L&T GEO
4	SLI - RL/Higgins opp	Desander	GMT	N.A	L&T GEO
5	SLI - RL/Higgins opp	Bentonite plant	N.A	B2-004	L&T GEO
6	SLI - RL/Ancillary Bldg	DG 82 KVA	Powerica	01/13/05/1458	L&T GEO
7	STL - RL/GL - Stn box	Grab CC16	Liebherr	184588	Al Ghurair
8	STL - RL/GL - Entrance	Crane 50T (Crawler)	Hitachi K180	N.A	Al Ghurair
9	STL - RL/GL - (HDFC)	Desander (with 9 nos bentonite tanks)	N.A	DS12	Al Ghurair
10	STL - RL/Overseas Bldg	DG 250 kVA	Powerica	01/13/02/7711	Al Ghurair
11	STL - RL/Overseas Bldg	Bentonite mixing plant	N.A	N.A	Al Ghurair



LIST 2
INVENTORY OF PLANT AND MACHINERIES
BW-UG-02- Tunnels

Sl.No.	Location	Equipment	Make	Equipment Reference	Ownership
12	Cross Passage 11	Jet Grouting Rig	Klemm (Ascon)	Ascon	ETA



Section II. Bid Data Sheet



Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : CMRL/02/2015/UAA02 /Balance Works (Under Risk & Cost of Terminated Contractor)
ITB 1.1	The Employer is: Chennai Metro Rail Limited
ITB 1.1	The name, identification and number of the contract(s)comprising this ICB is: BW-UG-02-Tunnels“Design and Construction of balance works of underground Tunnels From South End of May Day Park to the North End of AG-DMS”.
ITB 2.1	The Borrower is: Government of India
ITB 2.1	The number of the Loan Agreement is: ID-P 197,208,230 The amount of a Japanese ODA Loan is: JPY 21,751,000,000 The signed date of the Loan Agreement is: November 21, 2008
ITB 2.1	The name of the Project is: Chennai Metro Rail Project Phase I
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: APRIL 2012
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr
ITB 4.5	This bidding “is not “subject to prequalification.
B. Bidding Documents	
ITB 7.1	For clarification purposes only, the Employer’s address is: Chief General Manager, (UG-Construction), CMRL Chennai Metro Rail Limited, Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai- 600107 Tel no: 044 2379 2000 Fax No.: 044 2379 2163 Email id: cgmugc.cmrl@tn.gov.in



ITA 7.1	Responses to any request for clarification, if any, will be published (in addenda) on the Employer's web page indicated below. Web page: www.chennaietrorail.gov.in
ITB 7.4	A pre-bid meeting will take place at the following date, time and place: Date: <u>13.01.2016</u> Time: 10:30 Hrs Place: Conference Room (1 st Floor) Chennai Metro Rail Limited, Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai- 600107 Tamilnadu, India A site visit conducted by the Employer <i>will be</i> organized.
ITB 8.2	Addenda, if any, will be published on the Employer's web page.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.2 (l)	The Bidder shall submit with its Technical Bid the following additional documents: None.
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: None.
ITB 13.1	Alternative Bids are not permitted.
ITB 13.2	Deleted.
ITB 13.4	Deleted.
ITB 16.1 (b)	Deleted.
ITB 17.4	Deleted
ITB 18.1	Bidders shall quote for the entire Works on a single responsibility basis.
ITB 18.4	Bidders are not allowed to add the breakdowns of Price Schedules.
ITB 18.5	The prices quoted by the Bidder shall be: Not Applicable



ITB18.7	<p>The duties, taxes and other levies indicated below shall be reimbursed by the Employer on actual production of documentary evidence of payment of the same including tax invoice, subject to ceiling as marked by the tenderer in the pricing document:</p> <ul style="list-style-type: none"> (i) TN-VAT (ii) Basic Custom Duty. (iii) Service Tax <p>In case, any tax is exempted, the exemption may be availed by the tenderer and the same shall be notified to the Employer.</p>
ITB 19.1	<p>The currencies of the Bid shall be in Indian Rupees, US doallar and Japanese yen.</p>
ITB 20.1	<p>The Bid validity period shall be 120 Days.</p>
ITB 20.3 (a)	<p>The Bid Price shall not be subject to any adjustment till award.</p>
ITB 20.3 (b)	<p><i>Not Applicable.</i></p>
ITB 21.1	<p>The amount and currency of the Bid Security shall be - INR 4.9 cr. (Rupees Four Crores Ninty Lakh only) / 732,327 USD (Seven Thirty Two Thousands Three Hundred and Twenty Seven dollars only).</p>
ITB 21.2 (d)	<p>Other types of acceptable securities: “None”</p>
ITB 22.1	<p>In addition to the original of the Bid, the number of copies is : 3. Also, Scanned copy of all the original documents shall be submitted on CD/DVD.</p>
ITB 22.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>An authenticating document issued by the person with right of representation on behalf of the firm/company.</i></p>
D. Submission and Opening of Bids	
ITB 24.1	<p>For <u>Bid submission purposes</u> only, the Employer’s address is: Conference Room (1st Floor) Chennai Metro Rail Limited, Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai- 600107 Tamilnadu,India</p> <p>The deadline for Bid submission is: Date: 23.02.2016</p>



	Time: 14:00 Hrs. IST.
ITB 27.1	The Technical Bid opening shall take place at: Conference Room (1 st Floor) Chennai Metro Rail Limited, Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai- 600107 Tamilnadu,India Date: 23.02.2016 Time: 14:30 Hrs. IST.
E. Evaluation, and Comparison of Bids	
ITB 37.1	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Indian Rupees (INR) The source of exchange rate shall be: Reserve Bank of India (RBI) The date for the exchange rate shall be thirty (30) days prior to the date for Technical Bid opening.



Section III. Evaluation and Qualification Criteria

Initial Filter



Evaluation and Qualification Criteria Initial Filter

1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (b) the following factors shall apply:

1.1.1 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)
1	Project Manager	25	15
2	Design Coordinator	20	12
3	Tunnel Manager with Cross Passage Experience	20	12
4	Construction Manager- Tunnels (2 Nos.)	15	10
5	Quality Assurance Manager	10	10
6	Safety & health Manager	10	10

The Bidder shall provide details of the proposed personnel and their experience records in Forms PER-1 and PER-2 in Section IV, Bidding Forms.

1.1.2 Equipment

The Bidder shall visit site and furnish further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

1.1.3 Others

(a) Subcontracting.

The Applicants shall attest that they shall not sub-contract any bored tunnelling works.

(b) Joint Ventures- Not Applicable



(C) Proof Checking Consultant

The Applicant must submit a list of potential Proof Checking Consultants in the format given in Bidding Forms they propose to appoint on his behalf and the successful contractor will be obliged to appoint a Proof Checking Consultants from the list submitted. It is not necessary for the Proof Checking Consultant to be jointly and severally bound with the Applicant. However the proposed Proof Checking Consultants must be separately listed in the application with necessary documents supporting their credentials/ experience including their previous employers' certificates. It is mandatory for these forms to be signed by the proposed Proof Checking Consultants. This will be evaluated as a part of the technical evaluation.

Change of a Proof Checking Consultant not on the submitted list is not permitted unless otherwise approved by the Employer.

(C1)The proposed consultant shall meet the following requirements:

Successful experience as the Proof Checking Consultant of at least Two projects of comparable nature and complexity to the proposed contract within last 10 years ending; at least one out of these Two projects must have been completed within the last 5 years; and

- Detailed design of at least two tunnels by deploying Closed Face TBM of at least 5 km in total length (single tunnel length to be counted), and of finished internal diameter not less than 5 m, all below the local groundwater table and in mixed ground conditions that vary from weak alluvial deposits to complete rock.

(d) Safety Performance

The Applicant must provide accurate information on safety performance in Section IV- Bidding Forms within the last 5 years ending 31/12/2015. If the Accident Frequency Rate (AFR) as defined in Section IV- Bidding Forms is greater than 0.7 in any year during the past 5 years, the Tenderer will not be considered.

(e) Quality Assurance

The Applicant (and respectively, for each constituent member of the Joint Venture) shall prove that they currently maintain an in-house Quality Assurance Program compliant with ISO 9001:2001/2008 and shall provide copies of certificates with their bid.

1.2 Economic Evaluation

In addition to the criteria listed in ITB 38.2 (a) – (c) the following criteria shall apply.



1.2.1 Quantifiable nonmaterial nonconformities

Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.2.2 Other Factors

The following factors and methods will apply under ITB 38.2 (f):**None.**

1.2.3 Award Criteria for Multiple Contracts (ITB 38.4)

Deleted.

1.3 Deleted.

1.4 Deleted.

2. Qualification

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the INR equivalent using the rate of exchange determined as follows:

- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
- (b) Value of single Contract - Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 37.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

(ii) Qualification Criteria for Multiple Contracts

Delete.



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)- Not Applicable			Submission Requirements
				All Parties Combined	Each Member	One Member (Lead Member)	
2.1 Eligibility							
2.1.1	Nationality	Nationality in accordance with ITB 4.3.	Must meet requirement	N/A	N/A	N/A	Form ELI –1.1 and 1.2, with attachments
2.1.2	Conflict of Interest	Noconflicts of interests as described in ITB 4.2.	Must meet requirement	N/A	N/A	N/A	Letter of Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.4.	Must meet requirement	N/A	N/A	N/A	Letter of Bid Form ACK



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)- Not Applicable			Submission Requirements
				All Parties Combined	Each Member	One Member (Lead Member)	
2.2 Historical Contract Non-Performance							
2.2.1	History of non-performing Contracts	Non-performance of a Contract ⁽ⁱ⁾ did not occur as a result of Contractor's default since 1 st January 2013	Must meet requirement ⁽ⁱⁱ⁾	N/A	N/A	N/A	Form CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than Fifty percent (50%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	N/A	N/A	Form CON
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱⁱ⁾ since 1 st January 2006 ⁴	Must meet requirement ⁽ⁱⁱ⁾	N/A	N/A	N/A	Form CON



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)- Not Applicable			Submission Requirements
				All Parties Combined	Each Member	One Member (Lead Member)	

2.2 Historical Contract Non-Performance

Notes for the Bidder

(i) Non-performance, as decided by the Employer, shall include all Contracts:

- (a) where non performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract, and
- (b) that were so challenged but fully settled against the Contractor.

Non-performance shall not include Contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation 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.

(ii) This requirement also applies to Contracts executed by the Bidder as a JV member.

(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from Contracts completed or ongoing under its execution over the last Five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid.



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)- Not Applicable			Submission Requirements
				All Parties Combined	Each Member	One Member (Lead Member)	
2.3 Financial Situation							
2.3.1	Financial Performance	The audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last five years (including 2015) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive since 2010.	Must meet requirement	N/A	N/A	N/A	Form FIN – 1 with attachments
2.3.2	Average Annual Turnover	Minimum average annual turnover of INR 650 Crore/ Million 97.0 USD calculated as total certified payments received for Contracts in progress and/or completed, within the last Five years divided by Five years.	Must meet requirement	N/A	N/A	N/A	Form FIN –2



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)- Not Applicable			Submission Requirements
				All Parties Combined	Each Member	One Member (Lead Member)	
2.3 Financial Situation							
2.3.3	Financial Resources	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 110 Crores for four months for the subject Contract(s) net of the Bidder's other commitments.	Must meet requirement	N/A	N/A	N/A	Form FIR- 1
		(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	N/A	N/A	N/A	Form FIR– 1 and Form FIR - 2

Note to Bidders:

1. For evaluation under Clause 2.3.3 (i): Bankers' reference to be provided by the Bidder For evaluation under Clause 2.3.3 (ii): Auditor's Certificate has to be provided by the Bidder



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)- Not Applicable			Submission Requirements
				All Parties Combin ed	Each Member	OneMem ber (Lead Member)	
2.4 Experience							
2.4.1	General Experience	Experience under contracts in the role of prime contractor (single entity or JV member), for at least the last ten years starting 1 st January 2005.	Must meet requirement	N/A	N/A	N/A	Form EXP-1
2.4.2 (a)	Specific Experience	A minimum number of two similar ⁽ⁱ⁾ contracts that have been completed as a prime contractor since 1 st January 2005 of which one contract must have been satisfactorily and substantially ⁽ⁱⁱ⁾ completed since 1 st January 2010 till the Bid submission deadline.	Must meet requirement	N/A	N/A	N/A	Form EXP - 2(a)
2.4.2 (b)	Specific Experience	For the above or other contracts satisfactorily and substantially ⁽ⁱⁱ⁾ completed and under implementation as prime contractor (single entity or JV member), between 1 st January 2010 and the Bid submission deadline, a minimum experience in the following key activities satisfactorily and substantially ⁽ⁱⁱ⁾ completed: i. Executed and completed at least one tunnel by Closed Face TBM of at least 3 km in total length (single tunnel length to be counted), and of finished	Must meet requirements	N/A	N/A	N/A	Form EXP-2(b)



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)- Not Applicable			Submission Requirements
				All Parties Combin ed	Each Member	OneMem ber (Lead Member)	
2.4 Experience							
		internal diameter not less than 5 m,					
<u>Notes for the Bidder</u>							
<p>(i) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Employer's Requirements. Summation of number of small value Contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted. <i>Single similar works mean the construction of Metro Rail underground tunnel in an urban environment and the minimum value of work should be INR 175 crores.</i></p> <p>(ii) Substantial completion shall be based on 80% or more works completed under the Contract.</p>							

2.5 Subcontractors/manufacturers

Deleted.



Section IV. Bidding Forms



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Single-Stage Bidding

Letter of Technical Bid

Date: *[insert date of Bid submission]*
Loan Agreement No.:ID-P197,208,230
IFB No.: CMRL/02/2015/UAA02
/Balance Works of Tunnels
(Under Risk & Cost of Terminated Contractor)

To: Chennai Metro Rail Limited,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;
- (b) We, for any part of the Contract, meet the eligibility requirements in accordance with ITB4 and ITB 5;
- (c) We, for any part of the Contract, have no conflict of interest in accordance with ITB4;
- (d) We offer to design and build, in conformity with the Bidding Documents, the following Works: Contract BW-UG-02- Tunnels “**Design and Construction of balance works of underground Tunnels From South End of May Day Park to the North End of AG-DMS**”.
- (e) Our Bid shall be valid for a period of **120** days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB4.2 (c), other than alternative Bids submitted in accordance with ITB 13; and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder *[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid*[insert complete title of the person signing the Bid]*



Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



Single-Stage Bidding Letter of Price Bid

Date: *[insert date of Bid submission]*
Loan Agreement No.:*[insert number]*
IFB No.: *[insert number]*
Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To:*[insert full name of Employer]*,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8): *[insert the number and issuing date of each Addendum]*;
- (b) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, pre-commission and commission]*, in conformity with the Bidding Documents, the following Works: *[insert a brief description of the Works]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
In case of only one lot, total price of the Bid*[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*

[In case of multiple lots, insert the total price of each lot]
[In case of multiple lots, insert the total price of all lots (sum of all lots)];
- (d) The discounts offered and the methodology for their application are:

The discounts offered are:*[specify in detail each discount offered]*

The exact method of calculations to determine the net price after application of discounts is shown below:*[specify in detail the method that shall be used to apply the discounts]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]*days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;



- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder [*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder** [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid [*insert complete title of the person signing the Bid*]

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



Schedule of Adjustment Data

Table A. Local Currency

[In this Table A, the Employer shall indicate the necessary information in columns (A), (B), (C) and (D), and shall also provide a fixed value in 'a' and a range of values in b, c, d and e of column (F). For very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae for the different works involved and to prepare the corresponding adjustment tables.]

(A)	(B)	(C)	(D)	(E)	(F)
Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Bidder's proposed weighting
Price Variation Clause	RBI	RBI-CPI- (labour) RBI-CPI- (Cement+Lime)- Cement RBI-CPI- (Steel Long)- Steel RBI-CPI- Mineral Oil (Fuel)	30 days prior to date of submission	a: (Fixed) b: (Labour) c: (Cement) d: (steel) e: (Fuel)	a: 0.3 (Fixed) b: 0.1-0.3 (Labour) c: 0.05-0.25 (Cement) d: 0.05-0.15(Steel) e: 0.15 – 0.35 (Fuel)
Total				1.00	1.00

The Bidder shall fill in column (E) and specify a value within the ranges given by the Employer in b, c, d and e of column (F), so that the total weighting equals 1.00.

Note:

For payment made in foreign currency, for the purpose of calculation of Price adjustment for foreign currency, currency conversion factor as specified in specific provision SP22 clause 13.8.1b and c shall be applied. So arrived price escalation amount in INR, will be paid either in INR or currency of payment as per the choice of the bidder.



Price Schedules

This is a terminated contract for the balance works. The Bidder is required to go through the drawings and schedules before quoting. However they are indicative only he is also required to visit the site.

1.1. Preamble

The Pricing Document shall be read in conjunction with Notice of Invitation to Tender, Instructions to Bidders and all Tender Documents.

The Contract is a lump sum priced Contract, adjusted by the Price Variation Formula detailed in SP Clause 22 of Part 3. The Works are divided into Price Centres each representing one or more groups of inter-related works forming part of the Works. The detailed Scope of Works is given in Part 2-Employer's Requirements.

The individual item descriptions within each Price Centre are indicative only of the Work included in this Contract and shall not be taken as defining the scope of work to be executed either under the Price Centre or the Contract.

The item descriptions, given, are general summaries only, therefore no omission from, or error in, item descriptions within this Pricing Document shall warrant an adjustment of the Contract Price nor entitle the Contractor to seek an extension of time under the Contract.

The rates to be quoted for non-schedule items should be based on TN PWD schedules rates 2015. For the items not available in TNPWD schedule, DSR 2015 will be adopted. No escalation will be allowed.

The individual percentages inserted in the Percentage Column of the Pricing Schedule shall be used for the sole purpose of assessing amounts due for inclusion or exclusion (negative variations) within interim payments.

The percentage rate for each item detailed in Price Centres A, B, C, D and E and the rates included in Price Centre F of this Pricing Document are for finished items of work 100% complete in all respects, and shall be held to include all waste on materials, duties, landing charges, shipping costs for transport by air, sea or land (or any combination thereof), insurance, import taxes and duties, input VAT, unloading, storage, getting into position, hoisting, lowering, erection, distributing to positions, fixing, temporary works including false-work and formwork (shuttering), demolition, excavation, removal of debris, labour, materials, scaffolding and staging, plant, supervision, maintenance, contractor's profit and establishment/ overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and taxes/duties etc. as per statutory obligations set out or implied in the Contract, making good prior to handing over to the Employer and



anything reasonably to be inferred from the description of the item and indispensably necessary thereto, and all other requirements of the Contract.

The activity descriptions for items within Price Centres shall be deemed to cover all aspects of the relevant item scope, irrespective of the fact that the Bidder may not have inserted an amount against any item description. The total amount of each Price Centre shall be deemed inclusive of all of the Contractor's obligations to execute the part of the Works covered by the Price Centre and to perform all of his other obligations under the Contract in respect thereof. The Contractor shall not be entitled to receive any further or additional payment in respect of such Price Centre.

The total amount payable for each of the Price Centres B to E shall be equal to 95% of the Sum of the Price Centres inserted into the Pricing Summary Schedule below.

The person authorized to sign on behalf of the Bidder shall sign in full, with company seal and date, at the bottom of all pages of the Pricing Schedule.

1.2. Contract Price

The total of all Price Centres B, C, D, E and F, as shown in the Pricing Summary Schedule below, with the addition of Tamil Nadu VAT, constitutes the Contract Price which shall be the total amount to be paid to the Contractor for executing the Works and performing all other obligations under the Contract, subject only to any further amounts as may be determined by the Engineer as being due to the Contractor in accordance with the Contract.

The Price Centre totals and the Contract Price shall not be subject to adjustment by the Contractor in respect of any error or oversight in the preparation of this Pricing Document, and they represent the full extent of the Contractor's entitlement to receive payment in respect of such Price Centres. Errors will be corrected by the Employer for any arithmetic mistakes in computation or summation found in the tender submission, as indicated in the ITB Part 1.

The Bidder is to note that Price Centre "F" must be priced in Indian Rupees only.

The payment for all utility diversion works (temporary or permanent diversion) undertaken for the purpose of completion of the scope of works entrusted shall be based on the applicable departmental rates for the year 2015 (TNEB, CMWSSB, BSNL, TNPWD, etc.). The contractor shall have to submit the necessary estimated bill of quantities and drawings prior to execution to the Engineer for approval of proposal. After execution of the diversion works, the Employer shall release the payments for the subject diversion based on the completion certificate received from the concerned department along with the as-built records that have been jointly signed-off by the contractor, Engineer and the utility department authority. The payment will only be made on the basis of actual measurement of work done and will be valued accordingly.

Payments for Price Centres B, C, D, and E will be made in the currencies quoted by the contractor upto 95% of the respective price centre values.

Price Centre "A" calculated as 5% of the price centre totals of price centre B to E shall also be paid in the currencies quoted by the contractor.



For the purpose of calculation of Price Adjustment under SP Clause 22, the Contract Price shall be calculated excluding TN VAT and Basic Customs Duty (since they are reimbursed as per actuals).

1.3. Description of Pricing Centres

The Pricing Documents comprise Price Centre “A”, which represents Preliminaries and General Requirements associated with Price Centres B to E inclusive, and Price Centres “B, C, D, E, and F”, which represent a series of work activities comprising a complete component when constructed.

Price Centre “F” represents Schedule of items Structural Repair for Tunnels and the rates quoted by the Bidder shall include all such costs related to Preliminaries and General Requirements for such works.

1.3.1 Price Centre A is not priced as it is deemed to be included in the total amount inserted into the Pricing Summary for Price Centres “B to E” and is included in this document for payment purposes only. Price Centre A is dedicated to Preliminaries and General Requirements as stated in the Schedule of Payments, including, but not limited to, the following, as per the requirements and other details given in the Employer’s Requirements, Drawings and Specifications;

- a) Initial works programme
- b) Three month rolling programme
- c) Detailed works programme
- d) Monthly progress report
- e) Software support plan
- f) Back-up copies of the software submission
- g) Interface management plan
- h) Interface matrix and specific contract interface sheets
- i) Station co-ordination installation plan for each station on a room by room basis
- j) Project management information system
- k) Contractor’s staff organisation plan
- l) Project signboard submission
- m) Occupational Safety, Health & Environmental Plan
- n) OHS&E Manual requirements submission
- o) Environmental management plan
- p) Detailed spoils management plan
- q) Diesel emission mitigation plan
- r) Dust Control plan
- s) Temporary traffic and control plan
- t) Accommodation proposals and provisions
- u) Procurement Plan
- v) Contractor’s manufacturing management plan
- w) Comprehensive testing programme
- x) Installation plan and programme
- y) Method statement for installation
- z) Comprehensive testing and commissioning programme



- aa) Test procedures
- bb) Inspection and Test Plan
- cc) Factory test plan
- dd) Partial acceptance test plan
- ee) System acceptance test plan
- ff) Maintenance support plan
- gg) Schedule of spare parts for EMS
- hh) Training plan
- ii) All interfacing works within the Project and other Interfacing Contractors, and
- jj) All other items included in the Scope of Works given in Employer's Requirements (Part 2).

The Bidder is to note that some of the Items are payable as a portion of the indicated percentage on a monthly or quarterly basis or are paid proportionately using the percentages of the items of works as noted in brackets (**%) in the Price Centre.

The Bidder should note that for the following Key Staff; QA Manager, Safety Manager and Chief Interface Coordinator, not employed and on site within 30 days of date of mobilisation in accordance with the Contractor's Programme, there shall be a deduction of 2 lakhs for each month, or part thereof, as determined by the Engineer, whose decision shall be final and binding.

- 1.3.2 Price Centres "B, C, D, E and F" are dedicated to the design of the temporary and permanent works, construction and finishing of all Stations, entrances/exits, bored tunnels, cut and cover tunnels, access shafts, cross passages, subways, walkways, vehicle parking, drop off zones, landscaping, restoration/reinstatement of the road works, architectural and builders works, building services, finishes, etc., as specified and as stated in the Schedule of Payments, as per the requirements and other details given in the Employer's Requirements, Drawings and Specifications, all as specified in Part 2.

The Contractor is to note that some of the Items are payable proportionately using the percentages of the items of works, as cumulative percentages, as noted in brackets (**%) in the Price Centre item description.

- 1.3.3 The cost of additional repair/restoration/reinstatement items of works undertaken by the contractor beyond the scope shall be paid as variation on the basis of actual measurement of works done and will be valued based on Southern Railway SOR 2008 + 50%, latest DSR, TNPWD rates etc as applicable to the year 2015.

Price Centre I is dedicated to the costs relating to items for D-Wall/ Structural Repair for Stations and Tunnel and any such works to be executed shall be paid on actual measurement basis. The Contractor is required to price these items, which shall include the Contractor's requirements for preliminaries, general requirements for execution, overheads, profit, etc.

For items payable under Price Centre F, payment will only be made on the basis of certification of actual measurement of work done and will be valued in accordance with the relevant item in Price Centre I.



The Employer will be arranging alternative water supplies for existing water wells affected by the Works and where required any assistance rendered by the Contractor shall be paid by the latest TamilNadu PWD rates.

The cost of those utilities which the Contractor chooses to retain/protect during construction will be deemed to be included in Price Centres “B to E”.

1.3.4 Price / Cost Breakdown

- 1.3.4.1 The totals for each Price Centre B, C, D, and E and rates for items in Price Centre F of this Pricing Document shall be deemed to include for all costs associated with the supply, manufacture and delivery to Site of such item by the Contractor (including, without limitation, the cost of design, manufacture, packing, supply and delivery to Site, testing and commissioning, labour cost if applicable, preliminaries and other general requirements, overheads and profit) irrespective of the quantity of the items to be supplied.
- 1.3.4.2 The percentage rate for each item detailed in Price Centres B, C, D, and E and rates for items in Price Centre F of this Pricing Document are for finished items of work, 100% complete in all respects, as stated in Clause 1.1 above.
- 1.3.4.3 Variations will only be considered if there is any additional work required beyond the scope of the underground stations and tunnels, or the Engineer instructs any changes to the existing scope. Variations shall include all works instructed by the Engineer (in consultation with the Employer), beyond the scope of the balance works contractor. The price adjustment clause in SP 22 shall not be applicable for variation items.
- 1.3.4.4 Payments to the Contractor will be made on a monthly basis in accordance with Clause 14.3 of GC, unless otherwise stipulated. All items will be paid at 100% completion unless payment is noted as being paid proportionately using the percentages of the items of works as noted in brackets (**%) in the Price Centre.
- For any additional items, payment will be made on the basis of actual measurement of work-done and valued in accordance with any relevant item(s) in i) latest Tamil Nadu PWD rates and ii) latest DSR (applicable as written in priority).
- 1.3.4.5 No payment will be made against any item in the Contractor’s Pricing Document which does not have a value entered against it within the Amount column, including ‘0’, ‘NIL’ or intentionally left blank.
- 1.3.4.6 The lump sums included for Tunnel Price Centres shall include for the capping, removal of or other measures necessary for dealing with the presence of the existing wells but the reprovision of the water supply shall be arranged by the Employer.

1.4 Schedule of Payments (SOPs)

The total sum for Price Centre “A” Preliminaries shall be equal for 5% of Price Centres B, C, D, and E. Payments under Price Centre A will be made on a monthly, quarterly, or percentage basis as indicated in Price Centre A.



The Schedule of Payments, refer Sub-clause 14.4 of GC, for a Price Centre shows the amount payable to the Contractor for work carried out in that Price Centre subject to conditions stated in this Contract and shall be used to determine the amounts of the interim payments in accordance with Sub-clause 14.3 of GC.

The value of Basic Customs Duty shall be subtracted proportionately from all Price Centres for the purpose of calculation of Price Centre Values in the Interim Payment Certificates.

As part of the first Monthly Progress Report provided in accordance with Sub-clause 4.21 of GC, the Contractor shall convert the time scale of the SOPs included as part of the Contractor's Submission from "months after Commencement Date" to months and years on the Gregorian calendar.

1.5 Payment Concept

Payment will be calculated using the Schedule of Payments (SOPs), subject to the Engineer being satisfied that the works for each item are 100% complete, unless payment is on a percentage/monthly/quarterly basis. Payment will be based on the Contractor's submission of a monthly statement, in accordance with Sub-clause 14.3 of GC. The Engineer may, at his discretion, certify partial completion and payment of item units in parts of not less than 30% of that item.

Subject to the Contractor's Monthly Statement meeting the minimum value of 2% of Contract Price, and after the Engineer's assessment, the Engineer will issue an Interim Payment Certificate calculated on percentages from the SOP Items, Sub-clause 1.3.4.6 above, for each Price Centre in the manner described in Sub-clause 14.6 of GC.

1.6 Revisions During the Contract Period.

1.6.1 Revisions to Price Centres.

In the unlikely event that revisions to the Price Centres are required during the Contract in accordance with Clause 14 of GC, the following procedures shall apply:

- a) Where new items are required, the Schedule of Payments and the Price Centre Descriptions shall be revised, by the Contractor, to include the new item(s) with the appropriate description of the work and submitted to the Engineer for a Notice
- b) Where revisions to existing Price Centres are required, the appropriate Price Centre description shall be revised by the Engineer to reflect the revisions to the work.

1.6.2 Revisions to Schedule of Payments.

The affected Price Centre total, the Schedule of Payments, and the Contractor's Price shall be adjusted by the Engineer to incorporate any change to the Contract Price. The Contractor shall update the Schedule of Payments and submit to the Engineer for a Notice of No Objection.

1.6.3 Engineer may revise the Schedule of Payments in consultation with the Employer during the course of execution.



Contract No.BW-UG-02- Tunnels
Balance Work OF BW-UAA-002 :DESIGN AND CONSTRUCTION OF UNDERGROUND TUNNELS
FORM SOUTH END OF MAY DAY PARK TO NORTH END OF GEMINI STATION.
PRICING SUMMARY

Price Centre	Description	Indian Rupees	Foreign Currency (1)	Foreign Currency (2)
A	Preliminaries			
	Tunnel Sections			
B	South end of May Day Park Shaft to Government Estate Station			
C	Government Estate Station to LIC Building Station			
D	LIC Building Station to Thousand Lights Station			
E	Thousand Lights Station to north end of Gemini Station			
F	Schedule of items for structural repair for Tunnels			
	TENDER SUB TOTAL (P)			
	TN VAT (Ceiling Amount) (Q)			
	TENDER TOTAL (R=P+Q)			
	BASIC CUSTOMS DUTIES (S) (Ceiling Amount)			
	TOTAL AMOUNT (T=R-S)			
	Equivalent Total Amount in Indian Rupees (T for evaluation purpose – Both in figures and in words)			



Note:

- (1) Payments for this Contract will be made in Indian Rupees, two other currencies from OECD countries, if the Contractor so desires, or in a combination of all three currencies. Bidders shall quote for Price Centres B to I including Customs Duty but excluding TN VAT. Price Centre A has not been priced but will be 5% of the price centre totals of Price Centres B to H quoted in the table.
- (2) Insert one currency symbol as appropriate.
- (3) The Bidder is to note that i) Price Centre I, ii) TN VAT (Ceiling Amount) and iii) Basic Customs Duties (Ceiling Amount), must be priced in Indian Rupees only.
- (4) Bidder is to insert a ceiling amount for Tamil Nadu VAT and Basic Customs Duties, which will be reimbursed in accordance with contract condition. Bidders shall note that the Basic Customs Duty and TN VAT indicated in the above table will be reimbursed by the Employer on proof of payment/liability subject to the ceiling amounts indicated in the above table.
- (5) The Equivalent Total Amount shall be equal to the sum of the Tender Totals, minus the sum inserted for Basic Customs Duties. The Equivalent Total Amount shall be converted into Indian Rupees if other currencies are used and the exchange rate(s) shall be that prevalent on the Base Date as publicised by the Reserve Bank of India.
- (6) The Bidder shall complete the Tender Total (R) in words below;

TENDER TOTAL (R): _____

—

Authorized Signatory with Company Seal



Pricing Schedule



Schedule of Payments			
Pricing centre "A" Preliminaries shall be equal to 5% of the Price centre Totals of Price centre B to H			
Price Centre 'A' Details			
Price Centre	Description	Percentage for Sub Items	
		%	Unit
A	Preliminaries (5%)		
A1	Contractual Submissions		
A1.1	Submission of PII, Bond, insurances, etc.	4%	
A1.a	Submission of Performance BG	40%	
A1.b	Professional Indemnity Insurance	30%	
A1.c	Car Policy (Insurances)	30%	Quarterly
A2	General Items		
A2.1	Initial Works Programme,	4%	
A2.2	Detailed Works Programme, updates, revisions and Three Month Rolling Programme	4%	Quarterly
A2.3	Monthly Progress Report	6%	Monthly
A2.4	Design Statement & Programme for Design Deliverables (Design Units)	4%	LS
i	On Submission	60%	
ii	On Approval	40%	
A2.5	Quality Assurance & Quality Control Plans & Audits	8%	LS
i	Submission of Plan	25%	
ii	Audit	75%	
A2.6	Interface Management Plan & Audits	8%	LS
a	Submission of IMP(25% of 8%)	25%	
b	Quarterly Audit on Interface Performance(75% of 8%)	75%	
A2.7	Interface Matrix and Specific Contract Interface Sheets	4%	LS
	a) Nomination of CIC (25% of 4%)	25%	
	b) Detailed study of Interface Points(75% of 4%)	75%	
A2.8	All Interface management and coordination, including provision of services, for the Interfacing Contractors	4%	Monthly



Schedule of Payments			
Pricing centre "A" Preliminaries shall be equal to 5% of the Price centre Totals of Price centre B to H			
Price Centre 'A' Details			
Price Centre	Description	Percentage for Sub Items	
		%	Unit
A2.9	Deleted		
A2.10	Deleted		
A2.11	Project Management Information System	4%	Nos
A2.12	Contractor's Staff Organisation Plan & Key Staff.(Contractor to note Key Staff payment deduction, refer Clause 1.3.1 above.)	4%	Monthly
A2.13		2%	Yearly
A2.14	OHS&E Plan Submission	4%	One Time
A2.15	Compliance with Occupational Safety, Health and Environmental Plan & Audits	12%	LS
i	Submission of Plan	25%	One Time
ii	Audit	75%	Quarterly
A2.16	Environmental Management Plan & Audits to include; Spoils Management, Diesel Emission Mitigation and Dust Control Plans & Audits	4%	LS
i	Submission of Plan	25%	One Time
ii	Audit	75%	Quarterly
A2.17	Deleted		
A2.18	Deleted		
A2.19	Deleted		



Schedule of Payments			
Pricing centre "A" Preliminaries shall be equal to 5% of the Price centre Totals of Price centre B to H			
Price Centre 'A' Details			
Price Centre	Description	Percentage for Sub Items	
		%	Unit
i	Deleted		
ii	Deleted		
	Sub Total	96%	
A2.20	All other Items that are included or inferred in the Employer's Requirements Part 2.	4%	
	Total for Price Centre A	100%	

The Above Total for Price Centre A shall be equal to 5% of the sum of the Total Amount for the each Price centre "B to H".



Schedule of Payments		
South end of May Day Park Shaft to Government Estate Station		
Price Centre	Description	%
B	South end of May Day Park Shaft to Government Estate Station	
B 1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables;	1%
B 1.2	Deleted	-
B 1.3	Deleted	-
B 1.4	Deleted	-
B 2.0	Tunnelling	
B 2.1	Deleted	-
B 2.2	Dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery , Removal of Conveyer set up and temporary track etc. On completion of tunneling	16.0%
B 2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and clean and safe access routes shall be maintained to the work face.	70%
B 2.4	Deleted	-
B 2.5	Deleted	-
B 2.6	Design, procure, install and maintain during Tunnelling and until the permanent ventilation system in place to the satisfaction of the Engineer's the temporary ventilation system for the tunnels.	1.0%
B 2.7	Design, procure, install and maintain during Tunnelling and until the permanent v\lighting system to the satisfaction of the Engineer's the temporary lighting system for the tunnels.	1.0%
B 2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer's, plus real time monitoring where stipulated in the Contract.	1.0%
	Sub Total	90%
B 3.1	All Remaining Works :All Remaining Works All remaining works as shown in the Employers drawings and specifications	10%
	Total for Price Centre B	100%

The Above Total for Price Centre E shall be equal to 95% of the sum inserted for Price Centre B in the Pricing Summary



Schedule of Payments		
Government Estate Station to LIC Building Station		
Price Centre	Description	%
C	Government Estate Station to LIC Building Station	
C 1.1	Submit and obtain the Engineers' Notice of No Objection for Design Deliverables; of):	1.0%
C 1.2	Deleted	-
C 1.3	Deleted	-
C 1.4	Deleted	-
C 2.0	Tunnelling	
C 2.1	Deleted	0.0%
C 2.2	Dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery , Removal of Conveyer set up and temporary track etc...	11%
C 2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and clean and safe access routes shall be maintained to the work face.	46.0%
C 2.4	Deleted	-
C 2.5	Undertake the construction of the cross passages including, but not limited to, any probing and pre-treatment of ground, excavation, muck removal, lining and grouting. Also including utility identification, diversions, traffic diversions if any and final reinstatement works.	30%
C 2.6	Design, procure, install and maintain during Tunnelling and until the permanent ventilation system in place to the satisfaction of the Engineer's the temporary ventilation system for the tunnels.	1.0%
C 2.7	Design, procure, install and maintain during Tunnelling and until the permanent lighting system to the satisfaction of the Employer's Representative the temporary lighting system for the tunnels.	1.0%
C 2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer's, plus real time monitoring where stipulated in the Contract.	1.0%
	Sub Total	90%
C 3.1	All Remaining Works :All remaining works as shown in the Employers drawings and specifications	10%
	Total for Price Centre C	100%

The above Total for Price Centre F shall be equal to 95% of the sum inserted for Price Centre B in the Pricing Summary.



Schedule of Payments		
Government Estate Station to LIC Building Station		
Price Centre	Description	%
C	Government Estate Station to LIC Building Station	

Schedule of Payments		
LIC Building Station to Thousand Lights Station (including Drive-through at Thousand lights Stations)		
	Description	%
D	LIC Building Station to Thousand Lights Station	%
D 1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables of):	0.50%
D 1.2	Deleted	-
D 1.3	Deleted	-
D 1.4	Deleted	-
D 2.0	Tunnelling	
D 2.1	Checking and making fit the existing TBMs including repairs if any through the Original Equipment Manufacturer (OEM) and site acceptance test (SAT) to the satisfaction of Employer's representative and the successful of trail run of 50 Metres	5.0%
D 2.2	Dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery , Removal of Conveyer set up and temporary track etc...	4%
D 2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and clean and safe access routes shall be maintained to the work face. (Note: Tunnel Segments to be supplied by the Employer at Mutthukadu Casting Yard. Required accessories like EPDM gasket, Hydrophillic strip, segment bolts etc. to be arranged by contractor on their own.)	58%
D 2.4	Deleted	-
D 2.5	Undertake the construction of the cross passages including, but not limited to, any probing and pre-treatment of ground, excavation, muck removal, lining and grouting. Also including utility identification, diversions, traffic diversions if any and final reinstatement works.	25%
D 2.6	Design, procure, install and maintain during Tunnelling and until the permanent ventilation system in place to the satisfaction of the Engineer's Representative the temporary ventilation system for the tunnels.	1%
D 2.7	Design, procure, install and maintain during Tunnelling and until the permanent v\lighting system to the satisfaction of the Employer's Representative the temporary lighting system for the tunnels.	1%
D 2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer's, plus real time monitoring where stipulated in the Contract.	0.5%



Schedule of Payments		
Government Estate Station to LIC Building Station		
Price Centre	Description	%
C	Government Estate Station to LIC Building Station	
	Sub Total	90%
D 3.1	All Remaining Works :All remaining works as shown in the Employers drawings and specifications	10%
	Total for Price Centre D	100%
The Above Total for Price Centre D shall be equal to 95% of the sum inserted for Price Centre G in the Pricing Summary		



Schedule of Payments		
Thousand Lights Station to north end of Gemini Station		
Price Centre	Description	%
E	Thousand Lights Station to north end of Gemini Station	
E 1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables;	0.5%
E 1.2	Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.2%
E 1.3	Pre-condition / Re-validation of Pre-Condition surveys of adjacent buildings , structures, water wells, railway facilities, etc...	0.5%
E 1.4	Detailed site investigation Report, based on at every 50 to 60m or as necessary, bore holes and including, but not limited to, bore logs, laboratory testing and interpretive reporting.	0.05%
E 2.0	Tunnelling	
E 2.1	Deleted	-
E 2.2	Dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery , Removal of Conveyer set up and temporary track etc...	10.0%
E 2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, recommencing of casting Yard including repairs if any., casting and installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and clean and safe access routes shall be maintained to the work face. (Note: Tunnel Segments to be supplied by the Employer at Mutthukadu Casting Yard. Required accessories like EPDM, Hydrophillic, segment bolts etc. To be arranged by contractor on their own.)	62.0%
E 2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer's.	4.0%
E 2.5	Undertake the construction of the cross passages including, but not limited to, any probing and pre-treatment of ground, excavation, muck removal, lining and grouting. Also including utility identification, diversions, traffic diversions if any and final reinstatement works.	10.0%
E 2.6	Design, procure, install and maintain during Tunnelling and until the permanent ventilation system in place to the satisfaction of the Engineer's the temporary ventilation system for the tunnels.	0.8%
E 2.7	Design, procure, install and maintain during Tunnelling and until the permanent v\lighting system to the satisfaction of the Engineer's the temporary lighting system for the tunnels.	0.95%
E 2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer's, plus real time monitoring where	1.0%



Schedule of Payments		
Thousand Lights Station to north end of Gemini Station		
Price Centre	Description	%
	stipulated in the Contract.	
	Sub Total	95%
E 3.1	All remaining works: as shown in the Employers drawings and specifications	5%
	Total for Price Centre E	100%

The Above Total for Price Centre H shall be equal to 95% of the sum inserted for Price Centre E in the Pricing Summary



Schedule of Payments

Price Centre “F” Schedule of items for Structural Repair for Tunnels

Price Centre ‘F’ Details

Item Description					
Undertake necessary Structural Repair of already executed works by Terminated Contractor with Approved Method Statement and Specification					
I.6.	Undertake necessary repair of soil subsidence with TAM/Pressure grouting or lean concrete filling for complete stabilization including with secondary treatment for subsequent subsidence with approved method statement and materials to the satisfaction of the Engineer.	M ³	50 m ³		
I.8.	Undertake repair of all types of cracks and Joint leakages including dry/wet cracks of various thickness in installed tunnel rings as per approved method statement and materials to the satisfaction of the Engineer.	RM	25 m		
TOTAL for Price Centre “F” (both in figures and in words)		(in INR only)			
<p>Note:</p> <p>(1) The quantities indicated are tentative only. However, payment will be made based on actual measurement of work done.</p> <p>(2) For every repair, the contractor should make a mapping of the defect; suggest the method of repair and material to be used and its quality control procedure.</p> <p>(3) There is no limit to increase or decrease in the above quantities.</p> <p>(4) Any other item not covered above, but required as per site condition, will be paid as variation.</p>					



Technical Proposal

[List the items comprising Technical Proposal. Typical items are as following;]

- Scope Analysis- Comprehensive study of balance works including evaluation of scope of balance work and the appropriate methodology to finish the same within stipulated time.
- All Bidding Documents including all Addenda/Corrigenda/Pre Bid Response
- Statement of Compliance of Technical Proposal as per Contractual Requirements
- Organization Chart
- Site Organization including Security proposal for sites.
- General Approach and Method Statement
- OHSE Plan
- Project Management Plan
- List of Manuals required for operation and maintenance
- List of Codes and Standards to be submitted to the employer
- Details of provider of performance guarantee
- Details of insurance providers
- Mobilization Schedule
- Construction Schedule
- Preliminary Design
- Safety Plan
- Quality Assurance and Quality Plan
- Schedule of Guarantee
- Spare Parts
- Any other documents requested by the Employer



Form SOG: Schedule of Guarantee

[The Bidder shall copy in the left column of the table below, the identification of each Performance/Specific Guarantee required in Technical Requirements stated by the Employer.]

Required Performance/Specific Guarantee	Value of Performance/Specific of Guarantee of the Proposed Plant and Equipment
1.	
2.	
3.	
...	



Form PER -1: Proposed Personnel

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number]pages

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1 for Single-Stage Bidding or Clause 1.1 for Two-Stage Bidding.]

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
6.	Title of position*
	Name
7.	Title of position*
	Name
8.	Title of position*
	Name
9.	Title of position*
	Name

*As listed in Section III.



Form PER -2: Resume of Proposed Personnel

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below.]

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]



From	To	Company / Project / Position / Relevant technical and management experience



Form EQU: Equipment

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2 for Single-Stage Bidding or Clause 1.2 for Two-Stage Bidding. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Note:

For the major equipments proposed to be hired by Bidder, the Bidder shall submit the Consent letter of the Vendor/Supplier who is providing the equipment to the Bidder.





Form SUB: Proposed Subcontractors

Deleted



Form MAN: Manufacturer's Authorization

Deleted



Form SPA: Spare Parts

Proposed items of Spare Parts	Vendor/Supplier Identified (if any)



Bidder's Qualification

Bidder's Qualification without Prequalification

To establish its qualification to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder:

- Form ELI - 1: Bidder Information
- Form ELI - 2: Bidder's Party Information
- Form CON: Historical Contract Non-Performance
- Form FIN - 1: Financial Situation
- Form FIN - 2: Average Annual Construction Turnover
- Form FIR - 1: Financial Resources
- Form FIR - 2: Current Contract Commitments
- Form EXP - 1: General Construction Experience
- Form EXP - 2(a): Specific Construction Experience
- Form EXP - 2(b): Construction Experience in Key Activities



Form ELI - 1: Bidder Information

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide the following information.]

1. Bidder's legal name: <i>[insert full name]</i>
2. In case of JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member]</i>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email Address: <i>[insert E-mail address]</i>
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



Form ELI - 2: Bidder's Party Information

Date: [insert day, month, year]

IFB No.: [insert number]

Page [insert page number] of [insert total number]pages

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]

1. Bidder's legal name:[insert full name]
2. Bidder's Party legal name:[insert full name of Bidder's Party]
3. Bidder's Party country of registration:[insert country of registration]
4. Bidder's Party year of incorporation:[insert year of incorporation]
5. Bidder's Party legal address in country of registration: [insert street/number/town or city/country]
6. Bidder's Party authorized representative information Name: [insert full name] Address: [insert street/number/town or city/country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address:[insert E-mail address]
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



Form CON: Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

Page [insert page number]of [insert total number]pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [insert year], in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.			
<input type="checkbox"/> Contract(s) not performed since 1 st January [insert year], in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below:			
Year	Non- performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert street/city/country] • Reason(s) for non performance: [indicate main reason(s)] 	[insert amount]



2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate.				
<input type="checkbox"/> Pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate, is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert street/city/country] • Matter in dispute: [indicate main issues in dispute] • Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] 	[insert amount]



3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January [<i>insert year</i>], in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate.		
<input type="checkbox"/> Court/arbitral award decisions against the Bidder since 1 st January [<i>insert year</i>], in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, are indicated below:		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[<i>insert year</i>]	<ul style="list-style-type: none"> • 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>] • Matter in dispute: [<i>indicate main issues in dispute</i>] • Party who initiated the dispute: [<i>indicate “Employer” or “Contractor”</i>] • Status of dispute: [<i>indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary</i>] 	[<i>insert amount</i>]



Form FIN - 1: Financial Situation

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]
 Bidder's Legal Name:[insert full name]
 Joint Venture Party Legal Name:[insert full name]
 IFB No.: [insert number]
 Page [insert page number]of [insert total number]pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number]years (amount, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
CurrentAssets (CA)					
CurrentLiabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					



2. Financial documents

The Bidder and its Parties shall provide copies of the financial statements for *[number of years]* years pursuant to the Prequalification Criteria or Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, of each member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the *[number of years]* years required above; and complying with the requirements.

¹If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.



Form FIN - 2: Average Annual Turnover

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

Page [insert page number]of [insert total number]pages

Annual Turnover Data (Construction only)			
Year	Amount and Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Construction Turnover *			

* Total USD equivalent for all years divided by the total number of years, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2, as appropriate.



Form FIR - 1: Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: *[insert day, month, year]*

Bidder's Legal Name:*[insert full name]*

Joint Venture Party Legal Name:*[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2 (Following Prequalification), or Sub-Factor 2.3.3 (Without Prequalification), as appropriate.]

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		



Form FIR - 2: Current Contract Commitments

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

Page [insert page number]of [insert total number]pages

[Bidders and each member of a JV should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Clause 2.2 (Following Prequalification), or Sub-Factor 2.3.3 (Without Prequalification), as appropriate.]

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work[Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1					
2					
3					
4					
5					

Note: Bidders should demonstrate sufficient available funds to meet the current contract commitments.



Form EXP - 1: General Experience

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: *[insert day, month, year]*
 Bidder's Legal Name: *[insert full name]*
 Joint Venture Party Legal Name: *[insert full name]*
 IFB No.: *[insert number]*
 Page *[insert page number]* of *[insert total number]* pages

[Identify Contracts that demonstrate continuous work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1. List Contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	<ul style="list-style-type: none"> • Contract name: <i>[insert full name]</i> • Brief description of the works performed by the Bidder: <i>[describe works performed briefly]</i> • Amount of Contract: <i>[insert amount, currency, exchange rate and USD equivalent]</i> • Name of Employer: <i>[indicate full name]</i> • Address: <i>[indicate street/number/town or city/country]</i> 	<i>[insert "Prime Contractor" (Single entity or JV member) or "Subcontractor" or "Management Contractor"]</i>



Form EXP -2(a): Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]
Bidder's Legal Name:[insert full name]
Joint Venture Party Legal Name:[insert full name]
IFB No.: [insert number]
Page [insert page number]of [insert total number]pages

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(a).]

Similar Contract No. [insert number] of [insert number of similar Contracts required]	Information		
Contract Identification	[insert Contract name and reference identification number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract	Prime Contractor Only		
Total Contract Amount	[insert Contract amount(s) and currency(ies)]	USD[insert exchange rate and total Contract amount in USD equivalent]	
If member in a JV, specify participation in total Contract amount	[insert percentage of participation]	[insert amount(s) and currency(ies) of participation]	USD [insert exchange rate and amount of participation inUSD equivalent]
Employer's Name	[insert full name]		
Address	[indicate street/number/town or city/country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail	[insert E-mail address, if available]		



Similar Contract No. <i>[insert number of similar Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>

Note:

As an enclosure to this form, the bidder (single firm or each member of JV) shall furnish Employer's Certificate containing the following details for each contract submitted for evaluation under this criteria:

1. Project name
2. Name and address of client/ employer.
3. Brief description of scope
 - (a) No. of underground stations,
 - (b) length of metro rail tunnel,
 - (c) tunnel diameter., methodology adopted for tunneling,
 - (d) local groundwater condition etc.
4. Contract agreement number and date.
5. Type of contract.
6. Name of the contractor (single entity or JV)
7. Starting date and Contract duration
8. Original date of completion

In case of JV:

9. Percentage participation of JV
10. Apportionment of works between JV partners.

Status up to 30th September 2015

11. Value of project at award.
12. Percentage of works completed
 - a) Each Underground stations
 - b) Metro rail Tunnels
 - c) Tunnel Dia. And methodology adopted for tunneling.
13. Value of work certified till date.



Form EXP - 2(b): Experience in Key Activities

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]
Bidder's Legal Name: [insert full name]
Joint Venture Party Legal Name: [insert full name]
Subcontractor's Legal Name: [insert full name]
IFB No.: [insert number]
Page [insert page number] of [insert total number] pages

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(b).]

1. Key Activity No.(1): [insert brief description of the Activity, emphasizing its specificity]

Total Quantity of Activity under the Contract: _____

Contract with Similar Key Activities Information			
Item	Information		
Contract Identification	[insert Contract name and number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract [check the appropriate box]	Prime Contractor		Management Contractor <input type="checkbox"/>
	Single <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	[insert Contract amount(s) and currency(ies)]		USD [insert Exchange rate and total Contract amount in USD equivalent]
Quantity (as applicable) performed under the Contract per year or part of the year [insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]	Total quantity in the Contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)



Year 1			
Year 2			
Year 3			
Year 4			
Employer's Name	<i>[insert full name]</i>		
Address	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail	<i>[insert E-mail address, if available]</i>		

2.Activity No.(2) _____

3. Activity No. (3) _____



Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert Loan No and name of the Project]* is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.¹

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>

B’) I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date

¹ The starting date should be revised to “request for price quotation,” if the Borrower is selected through the International Shopping”; to “appointment”, if a contractor is selected through the Direct Contracting; or “Commencement of actual selection/bidding process”, if the Borrower wishes to adopt procurement procedures other than ICB, Limited International Shopping, International Shopping, or Direct Contracting.



of the subcontract at least three (3) years have passed since the date of such debarment decision.

- D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
- E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA XX office

Tel:

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of *[Insert name of the Bidder]*

Date:



Form of Bid Security (Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: [*Employer to insert its name and address*]

IFB No.: [*Employer to insert number of Invitation for Bids*]

Date: [*insert date of issue*]

BID GUARANTEE No.: [*insert guarantee reference number*]

Guarantor: [*insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of [*insert description of Contract*] under Loan Agreement No. [*insert Loan Agreement Number*].

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in words, (insert amount in figures)*] upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (hereinafter called “the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) fails to execute the Contract Agreement, or (ii) fails to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Documents.

This guarantee will expire and shall be returned to the Applicant: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the

bidding process; or (ii) twenty-eight (28) days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458¹.

[Signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

¹As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.



Form of Bid Security (Bid Bond)

BOND NO. [*insert Bond No.*]

BY THIS BOND [*insert name of Bidder*] as Principal (hereinafter called “the Principal”), and [*insert name, legal title, and address of surety*], authorized to transact business in [*insert name of country of Employer*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Employer*] as Obligees (hereinafter called “the Employer”) in the sum of [*insert amount of Bond in words and figures*]¹, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the [*insert day*] day of [*insert month*], 20[*insert year*], for the construction of [*insert name of Contract*](hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of Bid validity specified in the Form of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date twenty-eight (28) days after the date of expiration of the Bid validity as stated in the Invitation for Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this [*insert day*] day of [*insert month*] 20[*insert year*].

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.



Safety Performance Record

Name of Applicant or Partner of JV:

Accident Frequency Rate = (No. of reportable accidents /Man-Hours worked) X 100,000
(AFR)

Reportable Accidents: As defined in item 1.1 to item 1.7 of attached Annexure A

Sl. No.	Years (Please Specify the period)	Accident Frequency Rate (AFR)



Annexure A to Safety Performance Records

Definition of Reportable Accidents

1.1 Deaths

If there is an accident connected with work and an employee, or self-employed person working on the premises, or a member of the public is killed this must be reported to the enforcing authority.

If there is an accident connected with work and your employee, or self-employed person working on the premises sustains a major injury, or a member of the public suffers an injury and is taken to hospital from the site of the accident, you must notify the enforcing authority.

1.2 Reportable Major Injuries are:

- fracture, other than to fingers, thumbs and toes;
- amputation;
- dislocation of the shoulder, hip, knee or spine;
- loss of sight (temporary or permanent);
- chemical or hot metal burn to the eye or any penetrating injury to the eye;
- injury resulting from an electric shock or electrical burn leading to unconsciousness, or requiring resuscitation or admittance to hospital for more than 24 hours;
- any other injury: leading to hypothermia, heat-induced illness or unconsciousness; or requiring resuscitation; or requiring admittance to hospital for more than 24 hours;
- unconsciousness caused by asphyxia or exposure to harmful substance or biological agent;
- acute illness requiring medical treatment, or loss of consciousness arising from absorption of any substance by inhalation, ingestion or through the skin;
- acute illness requiring medical treatment where there is reason to believe that this resulted from exposure to a biological agent or its toxins or infected material.

1.3 Reportable over-three-day injuries

If there is an accident connected with work (including an act of physical violence) and an employee, or a self-employed person working on your controlled premises, suffers an over-three-day injury you must report it to the enforcing authority.

An over-3-day injury is one which is not "major" but results in the injured person being away from work OR unable to do their full range of their normal duties for more than three days.

1.4 Reportable disease

If a doctor notifies that an employee suffers from a reportable work-related disease, then this must be reported to the enforcing authority.

1.5 Reportable diseases include:

- certain poisonings;



- some skin diseases such as occupational dermatitis, skin cancer, chrome ulcer, oil folliculitis/acne;
- lung diseases including: occupational asthma, farmer’s lung, pneumoconiosis, asbestosis, mesothelioma;
- infections such as: leptospirosis; hepatitis; tuberculosis; anthrax; legionellosis and tetanus;
- other conditions such as: occupational cancer; certain musculoskeletal disorders; decompression illness and hand-arm vibration syndrome.

1.6 Dangerous Occurrences (near misses)

If something happens which does not result in a reportable injury, but which clearly could have done, then it may be a dangerous occurrence which must be reported.

1.7 Reportable dangerous occurrences are:

- collapse, overturning or failure of load-bearing parts of lifts and lifting equipment;
- explosion, collapse or bursting of any closed vessel or associated pipework;
- failure of any freight container in any of its load-bearing parts;
- plant or equipment coming into contact with overhead power lines;
- electrical short circuit or overload causing fire or explosion;
- any unintentional explosion, misfire, failure of demolition to cause the intended collapse, projection of material beyond a site boundary, injury caused by an explosion; Accidental release of a biological agent likely to cause severe human illness;
- failure of industrial radiography or irradiation equipment to de-energise or return to its safe position after the intended exposure period;
- malfunction of breathing apparatus while in use or during testing immediately before use;
- failure or endangering of diving equipment, the trapping of a diver, an explosion near a diver, or an uncontrolled ascent;

- collapse or partial collapse of a scaffold over five metres high, or erected near water where there could be a risk of drowning after a fall;
- unintended collision of a train with any vehicle;
- dangerous occurrence at a well (other than a water well);
- dangerous occurrence at a pipeline;
- failure of any load-bearing fairground equipment, or derailment or unintended collision of cars or trains;
- a road tanker carrying a dangerous substance overturns, suffers serious damage, catches fire or the substance is released;
- a dangerous substance being conveyed by road is involved in a fire or released;
- the following dangerous occurrences are reportable except in relation to offshore workplaces: unintended collapse of: any building or structure under construction, alteration or demolition where over five tonnes of material falls; a wall or floor in a place of work; any false-work;
- explosion or fire causing suspension of normal work for over 24 hours;



- sudden, uncontrolled release in a building of: 100 kg or more of flammable liquid; 10 kg of flammable liquid above its boiling point; 10 kg or more of flammable gas; or of 500 kg of these substances if the release is in the open air;
- accidental release of any substance which may damage health.



APPLICATION FORM (1a)

Proof Checking Consultant Details of Contracts of Similar Nature and Complexity

Name of lead design consultant

Use a separate sheet for each contract.

1.	Number of contact	Country
	Name of the contract	
2.	Name of employer	
3.	Employer Address	
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify. (Please use separate sheets if the space is insufficient)	
5.	Consultancy Role (Check One) Lead Consultant Consultant Sub-consultant	
6.	Value in specified currencies at completion, or at date of award for current contracts, <ul style="list-style-type: none"> • Total Consultancy Amount: _____ (name of currency) • Sub-Contract Amount (if the role was sub-contractor): _____ (name of currency) • Responsible Consultancy Amount (if the role was partner in a joint venture): _____ (name of currency) _____ (percentage of share)% 	
7.	Equivalent value INR (please specify exchange rates)	
8.	Date of Award	
9.	Date of Completion	
10.	Contract/subcontract duration (years and months)	
11.	Specified requirements ⁴ (Please use separate sheets if the space is insufficient) ⁴ The Applicant should insert details pertaining to any specific contractual criteria required for particular operations as listed in Clause 1.1.2 (d) of Evaluation and Qualification Criteria: Initial Filter	



APPLICATION FORM (1b)

Proof Checking Consultant
Details of Contracts of Similar Nature and Complexity

Name of lead design consultant
Name of Contract, Contract No. and Location

Sl.	Eligibility parameters	Description of the Contract details to be filled in by the Lead Detailed Design Consultant
1.	Tunnels:	Mixed ground Conditions
		Use of Closed face tunnel boring machines
		Total length of the tunnel
		Finished internal Dia. of the tunnel



Section V. Eligible Source Countries of Japanese ODA Loans

Eligible source countries for procurement are subject to agreement between the governments of both countries, but in the case of general untied loans, they are all OECD member countries and all developing countries on the DAC's LDC list. For partially untied loans, the eligible source countries are developing countries on the DAC's LDC list and Japan.