Annexure-A

ELIGIBILITY & QUALIFICATION CRITERIA

Requirement	*Single Entity*	*Joint Venture*		
		All parties combined	*Each Member*	*Lead Member*
FINANCIAL SITUATION Clause 5.2				
The TENDERER should have an average annual turnover of Rs.50,00,000/- (Rupees Fifty lakhs only) in the field of Interior and its associated works during the past three consecutive financial years, ending on 31st March, 2017.	Must Meet Requirement	Must Meet Requirement	Must Meet 30 % of the Requirement	Must Meet 50 % of the Requirement
Clause 5.3 Should not have incurred any loss in the last two years ending 31st March 2017 and the same should be certified by Chartered Accounts.	Must Meet Requirement	N/A	N/A	Must Meet Requirement
EXPERIENCE Clause 5.1				
Tenderer should have satisfactorily completed interior works of at least one building covering the area of 1,00,000 Sqft of housing / Commercial Project as a Principle Contractor for the Central Government Department/ State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government / Private firms . The experience certificate testifying satisfactory completion is to be obtained from the Engineers not below the rank of Chief Engineer concerned / Director or equivalent in case of Government projects and from the MD or equivalent in case of Private firms. The Notarized copy should be enclosed.	Must Meet Requirement	N/A	N/A	Must Meet Requirement
Tenderer should have satisfactorily completed the works as mentioned below during the last seven years ending last day of the month 31st March 2017. The works completed upto previous day of last date of submission of tenders shall also be considered **Three similar** works each costing not less than Rs 66,00,000/- (Sixty six lakhs only) Or **Two similar works**, costing not less Rs 99,00,000/- (Ninety nine lakhs only) Or **One similar work**, costing not less than Rs 132,00,000/- (One crore thirty two lakhs only)	Must Meet Requirement	Must Meet Requirement	N/A	Must Meet 50 % of the requirement
Note to Bidders:				
For evaluation under Clause 5.2, Bank/ Auditor's Certificate has to be provided by the Bidder				
				Director Project

CHENNAI METRO RAIL LIMITED
CHENNAI-600107
ADDENDUM-02

Tender No: DSQ2/ IW/ 0001/ 2017 "Interior works such as wardrobes and kitchen for the Staff quarters at CMRL Depot, Koyambedu, Chennai - 600 107 for Chennai metro Rail Limited, Chennai".

Sl.No.	Tender clause	**Original Tender Condition**	**AMENDMENT**
1	CLAUSE-4.6 Qualifying Criteria, page 8 of 121	Tenderers under joint Venture arrangements are not permitted	**Deleted**
2	Add CLAUSE-4.7 Qualifying Criteria, page 8 of 121	Not available in original tender document	**Add the following :** **Tenderers under joint Venture arrangements are PERMITTED.** **4.7** In the case of a Joint venture/ Consortium/ Group bidding: **a)** There shall be a Lead Bidder. A Lead Bidder shall submit only one bid for the work. He shall not be a member in any other Consortium or joint venture for the same work. There shall be a joint venture or consortium or group agreement executed between the parties exclusively for the project and which shall be legally enforceable by way of attesting by a notary. This agreement shall be submitted along with the Bid. **b)** All partners shall be jointly and severely liable for carrying out the work under the contract. **c)** The Lead Bidder shall be designated in the Joint venture/ Consortium/ Group agreement to be submitted along with the Bid. The Lead Bidder shall have the authority to conduct all business for and to act on behalf of any and all partners of the Joint venture/ Consortium/ Group, during the bidding process and in the event the contract is awarded. **d)** The Lead Bidder shall be responsible for the submission of Bid and complete information required as per the described format, pertaining to each firm in the Joint venture/ Consortium/ Group and completion of contract documents and to furnish evidences admissible as per law. The Lead Bidder shall clearly identify the responsibility of other members of Joint venture/ Consortium/ Group. **e)** The Bid documents can be purchased by any one of the prospective members of a Consortium/ Joint venture/ Group but shall be signed by the Lead Bidder as specified in the Joint venture/ Consortium/ Group agreement which also forms the part of the Bid document.

3	Clause 5.2- Qualifying Criteria, page 8 of 121	The TENDERER should have an average annual turnover of Rs.50,00,000/- (Rupees Fifty lakhs only) in the field of Interior and its associated works during the past three consecutive financial years, ending on 31st March, 2017.	The TENDERER should have an average annual turnover of Rs.50,00,000/- (Rupees Fifty lakhs only) in the field of Interior and its associated works during the past three consecutive financial years, ending on 31st March, 2017. ***Revised Eligibility & Qualification Criteria Table attached as Annexure-A.***
4	Add FORMAT "D1"- page (27-a) of 121	Not available in original tender document	Completed Works in which firm was the lead partner (to be filled by the bidder)
5	Add FORMAT "D2"- page (27-b) of 121		Completed works in which firm was in Joint Venture (to be filled by the bidder)
6	Add FORMAT "E1"- page (29-a) of 121		On-going Works in which bidder firm is engaged as a lead partner (to be filled by the bidder)
7	Add FORMAT "E2"- page (29-b) of 121		On-going Works in which bidder is working in Joint Venture (to be filled by the bidder)
8	Add FORMAT "E3"- page (29-c) of 121		On-going Works in which bidder firm is working as partner (to be filled by the bidder)
9	Add FORMAT "H"- page (31-a) of 121		JOINT VENTURE AGREEMENT (To be executed on Stamp paper of appropriate value)

Director (Projects)

FORMAT-D1

COMPLETED WORKS IN WHICH FIRM WAS THE LEAD PARTNER

(DURING LAST 07 YEARS)

(Each bidder or member of JV/ consortium/ group must fill in this form)

Sl No	Name & Type of project/ works and its location	Brief technical description	Name & Address of client	Period of contract (as provided in the agreement)	Construction cost of Project (in Rs)	Type & amount of Portion sublet by you	Year of Starting	Percentage Completed works	Name & Address of consultant if any

FORMAT-D2

COMPLETED WORKS IN WHICH FIRM WAS IN JOINT VENTURE

(DURING LAST 07 YEARS)

(Each bidder or member of JV/ consortium/ group must fill in this form)

Sl No	Name & Type of project/ works and its location	Brief technical description	Name & Address of client	Construction cost of Project (in Rs)		Period of contract (as provided in the agreement)	Year of Starting	Year of Completion		Reasons for delay if any	Name & Address of consultant if any
				Entire	yours			Scheduled	Actual		

FORMAT-E1

ON-GOING WORKS IN WHICH BIDDER FIRM IS ENGAGED AS A LEAD PARTNER

(Each bidder or member of JV/ consortium/ group must fill in this form)

Sl No	Name & Type of project/ work which you are presently executing	Brief technical description	Name & Address of client	Period of contract (as provided in the agreement)	Construction cost of project (in Rs)	Type & amount of portion sublet by you	Year of Starting	Percentage completed Works	Name & Address of consultant if any

FORMAT-E2

ON-GOING WORKS IN WHICH BIDDER FIRM IS WORKING IN JOINT VENTURE

(Each bidder or member of JV/ consortium/ group must fill in this form)

Sl N0	Name of the project/works and its location (phase of work for which you are responsible)	Brief technical description	Name & Address of client	Period of contract	Construction cost of project (in Rs) (entirely yours)	Year of Starting	Percentage completed works	Name with whom you are in JV	Name & Address of consultant if any

FORMAT-E3

ON-GOING WORKS IN WHICH BIDDER FIRM IS WORKING AS PARTNER

(INDICATE PLACE OF WORK FOR WHICH FIRM IS RESPONSIBLE)

(Each bidder or member of JV/ consortium/ group must fill in this form)

Name of the Project /works and its location (phase of work)	Name & Address of client	Construction cost in Rs./ Entire cost of your portion	Name of main contractors	Period of contract (as provided in agreement)	Year of Starting	Percentage completed works	Name & Address of consultant if any

Format-H

JOINT VENTURE BIDDING AGREEMENT (To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20... AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at.....and represented by its Representatives (hereinafter referred to as the

   "First Part"

   which expression shall, unless repugnant to the context include its successors represented by its Representatives and permitted assigns)

   AND

2. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... and represented by its Representatives (hereinafter referred to as the

   "Second Part"

   Which expression shall, unless repugnant to the context include its successors and permitted assigns)

   AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... represented by its Representatives (hereinafter referred to as the

   "Third Part"

   which expression shall, unless repugnant to the context include its successors and permitted assigns)}

   AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at..... represented by its Representatives (hereinafter referred to as the

   "Fourth Part"

   which expression shall, unless repugnant to the context include its successors and permitted assigns)} the above mentioned parties of the FIRST, SECOND, THIRD and FOURTH PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

   WHEREAS:

   (A) CMRL has invited Bids by its Bid Document dated ---------- (the "Document") for submission of bids for the award of Contract for "TENDER No. DSQ2/ IW/ 0001/ 2017 - DSQ-2, Interior works such as wardrobes and kitchen for the Staff quarters at CMRL Depot, Koyambedu, Chennai - 600 107 for Chennai metro Rail Limited, Chennai"

(B) The Parties are interested in jointly bidding for the award of Contract as members of a Consortium and in accordance with the terms and conditions of the Document and other bid documents in respect of the award of Contract.

(C) It is a necessary condition under the Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions** and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Document.

2. **Consortium:** The number of Parties will be shown here, as applicable, however subject to a maximum of four (four).

   2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process forward of the Contract.

   2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for the award of Contract, either directly or indirectly or through any of their Associates.

3. **Covenants**
   The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Contract, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a Contract Agreement with CMRL and for performing all its obligations as the Contractor in terms of the Contract Agreement for rendering the desired services desired under the Contract.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Contract Agreement when all the obligations of the SPV shall become effective;
b. Party of the Third Part maybe the {Financial Member of the Consortium} and
c. Party of the Fourth Part maybe the {Operation and Management Member of the Consortium}.
d. The roles can be interchanged among the parties, except the first party.

5. **Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the award of Contract and the services desired under the Contract in accordance with the terms of the Document and the Contract Agreement.

6. **Shareholding in the SPV**

1.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:
Second Party:
Third Party*: * if available
Fourth Party*:
Strike out whichever is not applicable.

6.2 The Parties undertake that highest subscribed and paid up equity share capital of the SPV shall, at all times till three years or till the extended tenure of the Contract as the case may be from the date of commencement of the Contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of qualification for the award of the Contract in terms of the Document.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times during the tenure of contract or till the extended tenure of the contract from the date of commencement of the Contract.

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, grant, contract or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Contract Agreement, in case the Contract is awarded to the Consortium. However, in case the Consortium is not awarded the Contract, the Agreement will stand terminated upon return of the Earnest Money by CMRL to the Bidder, as the case may be

9. **Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of CMRL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.
SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by: (Signature) (Name) (Designation) (Address)	For and on behalf of SECOND PARTNER (Signature) (Name) (Designation) (Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Members