



LUCKNOW METRO RAIL CORPORATION LIMITED

LKCC-04: Civil, Architectural Finishes, Water Supply, Sanitary Installation, Drainage, External Development, Fire fighting, Fire detection and E&M Works for eight nos. Elevated stations from Transport Nagar to Charbagh on Priority section on North - South Corridor of Lucknow MRTS Phase 1A

CONTRACT NO: LKCC- 04

TENDER DOCUMENTS

VOLUME 1

**NOTICE INVITING TENDER
INSTRUCTION TO TENDERERS
FORM OF TENDER**

**LUCKNOW METRO RAIL CORPORATION LTD.
1st Floor, Janpath Market, Hazratganj, Lucknow - 226001**

CONTRACT NO: LKCC-04
TENDER DOCUMENTS

VOLUME 1

NOTICE INVITING TENDER

1.1 GENERAL

1.1.1 Name of Work:

Lucknow Metro Rail Corporation Ltd (LMRC) invites Open Tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work, “**Contract LKCC-04: Civil, Architectural Finishes, Water Supply, Sanitary Installation, Drainage, External Development, Fire fighting, Fire detection and E&M Works for eight nos. Elevated stations from Transport Nagar to Charbagh on Priority section on North - South Corridor of Lucknow MRTS Phase 1A**”

The brief scope of the work and site information is provided in Employer Requirements (Volume-3).

1.1.2 Key details:

Approximate cost of work	INR 97 Crores
Tender Security amount	INR 97 Lakhs
Completion period of the Work	16 months
Tender documents on sale	From 6/4/2015 to 17/4/2015 (between 09:00 Hrs to 17:30 Hrs) on working days
Cost of Tender documents	21000/- (Demand Draft in favour of “Lucknow Metro Rail Corporation Ltd.” payable at Lucknow.)
Last date of Seeking Clarification	23/4/2015
Pre-bid Meeting	28/4/2015 @ 11:00
Last date of issuing addendum	6/5/2015
Date & time of Submission of Tender	28/5/2015 @ 15:00
Date & time of opening of Tender	28/5/2015 @ 15:05
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents	Director (Works and Infrastructure) Lucknow Metro Rail Corporation Ltd, 1 st Floor ,Janpath Market, Hazratganj, Lucknow - 226001

1.1.3 QUALIFICATION CRITERIA:

1.1.3.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of clause 1.1.3 of NIT.
- ii. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- iii.
 - (a) A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 with minimum 26% participation.
 - (b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iv. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.
- v. A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium. However, the lead partner in case of JV shall be one who has experience of at least one work of similar nature (Civil & Architectural finishes work in Metro station / building). The civil contractor shall be lead partener. The E&M contractor can be JV/consortium or a sub contractor.
- vi. NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM
 - (a) Lead partner must have a minimum of 26% participation in the JV/Consortium.
 - (b) Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
 - (c) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

1.1.3.2 Minimum Eligibility Criteria:

A. Work Experience:

The tenderers will be qualified only if they have completed work(s) during last seven years ending 31/3/2015 as given below:

- (i) At least one work of similar nature (Civil & Architectural finishes work in Metro station / building) of value of Rs. 53.76 crores or more.

If the above work of Rs. 53.76 crores has been done by the foreign partner of JV and the work was done in the country of the foreign partner then in addition to this, the foreign partner must have done works equal to Rs. 26.88 crores outside the country of the foreign partner.

OR

- (ii) Two works of similar nature (Civil & Architectural finishes work in Metro station / building) of value of Rs. 33.60 crores or more.

If the above work of Rs 33.60 crores has been done by the foreign partner of JV and the work was done in the country of the foreign partner then in addition to this, the foreign partner must have done works equal to Rs. 26.88 crores outside the country of the foreign partner.

OR

- (iii) Three works of similar nature (Civil & Architectural finishes work in Metro station / building) of value of Rs. 26.88 crores or more.

If the above work of Rs.26.88 crores has been done by the foreign partner of JV and the work was done in the country of the foreign partner then in addition to this, the foreign partner must have done works equal to Rs.26.88 crores outside the country of the foreign partner.

Notes:

- The tenderer shall submit details of works executed by them in the Performa of Appendix-17 of FOT for the aforesaid works to be considered for qualification of work experience criteria.
- The tenderer shall submit the name of sub contractors for undertaking E&M work.

The sub contractor will be eligible only if they have completed work(s) during last seven years ending 31/3/2015 as given below:

- (i) At least one work of similar nature (E&M work in Metro station / building) of value of Rs. 23.84 crores or more.

OR

- (ii) Two works of similar nature (E&M work in Metro station / building) of value of Rs. 14.90 crores or more.

OR

- (iii) Three works of similar nature (E&M work in Metro station / building) of value of Rs. 11.92 crores or more.

The tenderer should submit details of works executed by sub contractor in the performa of Appendices-19A of FOT for E&M work. The eligibility of the contractor/subcontractor shall be evaluated after award of work. The contractor shall be required to submit undertaking for engaging subcontractor in Appendix 19.

- For the above, documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- Value of successfully completed portion of any on going work up to 31/3/2015 will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to 31/3/2015 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- The client's certificate clearly indicating the amount pertaining to the work of similar nature (Civil & Architectural finishes work in Metro station / building) and shall be furnished by the tenderer along with their submissions.

B. Financial Standing

The tenderers will be qualified only if they have minimum financial capabilities as below:

(i) T1 – Liquidity:

It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of Rs. 7.22 Crores for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to LMRC and it should not be more than 3 months old as on date of submission of bids.

In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation=M and member-2 has percentage participation=N. If minimum liquidity required is 'W' then liquidity of member-1 $\geq (W M)/100$ and liquidity of member-2 $\geq (W N)/100$.

(ii) T2 - Profitability:

Profit before Tax should be Positive in at least 2(two) year, out of the last five audited financial years.

In Case of JV: - The profitability of only lead member shall be evaluated.

(iii) *T3 - Net Worth:*

Net Worth of tenderer during last audited financial year should be >Rs 10.10 Crores

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

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

(iv) *T4 - Annual Turnover:*

The average annual turnover from construction of last five financial years should be Rs.40.42Crores.

The average annual turn over of JV will be based on percentage participation of each member.

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

Notes:

- Financial data for latest last five audited financial years has to be submitted by the tenderer in Appendix-18 of FOT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

1.1.3.3 Bid Capacity Criteria:

Bid Capacity:

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

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

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to 31/3/2015 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

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

B = Value of existing commitments (as on 31/3/2015) for on-going construction works during period of 16 months w.e.f. 1/4/2015.

Notes:

- Financial data for latest last five financial years has to be submitted by the tenderer in Appendix-15 of FOT along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartred Accountant with his stamp and signature in original.

- Value of existing commitments for on-going construction works during period of 16 months w.e.f. 31/3/2015 has to be submitted by the tenderer in Appendix-16 of FOT. These data shall be certified by the Chartered Accountant with his stamp and signature.
- In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.
- Example for calculation of bid capacity in case of JV / Group
- Suppose there are 'P' and 'Q' members of the JV / group with their participation in the JV / group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / group shall be as under:
- Bid Capacity of the JV / group = $0.7X + 0.3Y$

1.1.3.4 *The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.*

1.1.4 Tender Documents

The Tender documents consist of:

Volume 1

Notice Inviting Tender

Instructions to Tenderers (including annexure)

Form of Tender (including Appendices)

Volume 2

General Conditions of Contracts

Special Conditions of Contract (including Schedules)

Volume 3

Employer's Requirements with Appendices

Volume 4

Technical Specifications

Volume 5

Tender Drawings

Volume 6

Bill of Quantities

Volume 7

Condition of Contract on Safety, Health & Environment (SHE) Ver 1.2

- 1.1.5 The contract shall be governed by the documents listed in Para 1.1.4 above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased from the market.
- 1.1.6 The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Director (Works and Infrastructure) Lucknow Metro Rail Corporation Ltd, 1st Floor, Janpath market, Hazratganj, Lucknow – 226001.
- 1.1.7 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause.E 4 of “Instructions to Tenderers” and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.8 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 1.1.9 Tenders shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per Annexure-6 of ITT in the form of a Bank Guarantee from Scheduled Commercial Bank in India, which shall be valid for a further period of 56 days beyond the validity period for the tender.
- 1.1.10 LMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the LMRC for rejection of his proposal.

Director (Works & Infrastructure)

Lucknow Metro Rail Corporation

1st Floor, Janpath Market,

Hazratganj,Lucknow - 226001

LMRC/LKCC 04/ NIT

CONTRACT NO: LKCC-04
TENDER DOCUMENTS

VOLUME 1

INSTRUCTIONS TO TENDERER

A. GENERAL

A1. General Description of the Work

Contract LKCC-04: Civil, Architectural Finishes, Water Supply, Sanitary Installation, Drainage, External Development, Fire fighting, Fire detection and E&M Works for eight nos. Elevated stations from Transport Nagar to Charbagh on Priority section on North - South Corridor of Lucknow MRTS Phase 1A

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

A2. Source of Funds

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

A3. Eligible Tenderers

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

A4. Qualification of the Tenderer

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

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

A4.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

A5 One Tender per Tenderer

Each Tenderer shall submit only one tender. If a Tenderer submits more than one Tender, all the tenders in which he has participated shall be considered invalid.

A6 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A7 Site Visits

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

A7.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

A7.3 The Tenderer shall note General Conditions of Contract (GCC) Sub - Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

B. TENDER DOCUMENTS

B1 Content of Tender Documents

B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for design and construction of all Permanent and Temporary Works in connection with Contract LKCC 04 of the Mass Rapid Transport System – Phase-IA and as more particularly described in these documents.

- a. Notice of Invitation to Tender;
- b. Instructions to Tenderers including annexures;
- c. Form of Tender Including appendices;
- d. General Conditions of Contract;
- e. Special Conditions of Contract (Including Schedules);
- f. Employer's Requirements and Appendices;
- g. Technical Specifications;
- h. Tender Drawings;
- i. Bill of Quantities / Pricing Document;
- j. Condition of Contracts on Safety, Health & Environment (SHE);

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B2 Content of Supporting Documents

B2.1 Deleted

B2.2 The Tenderer shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.

B2.3 The accuracy or reliability of the documents and reports referred to in this clause B2 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the contract is not warranted. The Tenderer's attention is drawn to sub-clauses 4.9 and 4.10 of GCC in this regard. The Tenderer should visit, examine and assess the Site

including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

B3 Clarification of Tender Documents

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the Director (Works and Infrastructure), LMRC forthwith.

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings, the Tenderer shall seek clarification from Director (Works and Infrastructure). The LMRC will respond in writing to any request for clarification received in writing from tenderers prior to dead line. Written copies of the response will be sent to all prospective tenderers who have purchased the tender document. All communications between the Tenderer and LMRC shall be conducted in writing.

B3.3 Except for any such written clarification by Director (Works and Infrastructure), LMRC which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 (a) to (l) above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B3.4 Correspondence: All correspondence from LMRC pertaining to this tender till the award of the work with tenderer shall be done by Director (Works and Infrastructure), LMRC.

B4. Amendment to Tender Documents

B4.1 During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be sent in writing or by fax to all prospective tenderers who have purchased the tender document in the tender period.

Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submittal.

B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate

discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- a. by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- b. by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.3(a) to C2.3(i) below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall have contractual effect.

C. PREPARATION OF TENDERS

C1 Language

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

C2 Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, submit his Tender in three separate sealed envelopes clearly marked with the name of the Tenderer and with

- a. Tender security for Contract LKCC 04.
- b. Technical Package of "Contract LKCC 04 " and
- c. Financial Package of "Contract LKCC 04" in accordance with the provision in D-1.

Tenderer may seal all the above three packages in one big envelop or may submit separately.

These shall be addressed to Director (Works and Infrastructure), LMRC and submitted to the Office of the Director (Works and Infrastructure), LMRC at the address given in the Tender Documents. The Tenderer shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2(a); (b); (d); (e); (f); (g), (h); (i); (j); (k); (l); (m); (n); (o); (p); (q); (r); (s); (t); (u); (v); (w) (x); (y);(and C2.3(a); (b); (c); (d); (e); (f); (g) and all annexure & Appendixes of ITT and FOT respectively.

Financial Package shall contain the documents referred to in paragraphs C2.2 (a); (b); (c).

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

Should any further documents be required pursuant to paragraphs C2.2 (m) and C2.3 (f) below, the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents.

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

- a. Form of Tender (Without appendices);
- b. Appendix 1 to the Form of Tender; Contract Conditions;
- c. Appendix 2 to the Form of Tender: completed bill of quantities / Pricing Document (see paragraph C10, C15 and C23);

- d. Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4 below);
- e. Appendix 4 to the Form of Tender: Outline Safety, Health & Environment Plan (see paragraph C5);
- f. Appendix 5 to the Form of Tender: Contractor's Technical Proposals (see para C6);
- g. Appendix 6 to the Form of Tender: General Information about the Tenderer;
- h. Appendix 7 to the Form of Tender: Staffing Schedules and Organisation Chart (see paragraph C12);
- i. Appendix 8 to the Form of Tender: Proposed Construction Methods and Schedule of Component manufactured offshore, if any. If no offshore manufacturing is involved, the tenderer shall submit 'NIL' in this. (See paragraph C9);
- j. Appendix 9 to the Form of Tender: Tender Index (See paragraph C23);
- k. Appendix 10 Recourses proposed for the project – plants and equipments;
- l. Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- m. Any further documents which have been requested in accordance with paragraph B4.2 above.
- n. Appendix-12 to the Form of Tender: Undertaking on copyright (see paragraph E2)
- o. Appendix – 13 – Performance for statement of minor deviations.
- p. Appendix 14 to the Form of Tender Tentative project implementation programme (see paragraph C8)
- q. Appendix 15 to the Form of Tender: Financial Data (Construction Work Done)
- r. Appendix 16 to the Form of Tender: Financial Data (Commitment For On-going Works)
- s. Appendix 17 to the Form of Tender: Work Experience
- t. Appendix 17A to the Form of Tender: Summary of information provided in Appendix17.
- u. Appendix 18 to the Form of Tender: Financial Data (Financial Standing)
- v. Appendix 19 to the Form of Tender: Work Experience
- w. Appendix 19A to the Form of Tender : Work Experience
- x. Appendix-13 to Form of Tender – The tenderer may submit minor deviations in this annexure and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write "NIL" in this annexure. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in Schedule 'A' 'B' and 'C' shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of Appendix-13 of FOT.
- y. All original tender documents issued by LMRC are to be submitted along with the tender submission wherein the volume containing the Bill of Quantities shall be filled and submitted in financial package and all other volumes shall be submitted along with the technical package. All the pages of every volume of the tender documents issued by LMRC and submitted by the tenderer shall be sealed and signed by the authorised signatory of the tenderer.

z. Details of Contractor's Equipment (see paragraph C13 below);

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3 (a) – C2.3 (i) inclusive. Such documents will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.

- a. Full details of ownership and control of the Tenderer
- b. Proposed Construction Methods (see paragraph C9);
- c. Details of works including specialized works if already decided to be sub-contracted (see paragraph C11);
- d. Details of providers of performance guarantees (see paragraph C19 below);
- e. Proposals for use of Works Areas given to him by submitting the layouts showing batching plant, fabrication and storage areas (see paragraph C14 below);
- f. Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
- g. Following information shall be furnished:

(A) Civil Engineering Construction works

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

Member	% of participation
A	
B	
C	

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

(a) Maximum value of Civil Engineering construction works executed in any one year during the last 7 years (in Rs. equivalent).

(b) Value of the commitments and on-going works, on an yearly basis, pertaining to Civil Engineering construction, to be completed during the next 18 months from the first date of the month of the tender submission.

Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency. For conversion of foreign currency, please refer clause E5.3 of ITT.

C2.4 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour cess, octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to

obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

With the tender submission, the tenderer shall submit the proof of U.P. VAT registration or shall submit an undertaking that he will get registered with U.P. VAT authorities in case of award of LOA to them.

C2.5 Tenderers shall quote all prices as per Clause 11.1.1 of GCC and clause 17 of S.C.C.

C2.6 The tenderers must note the following:

- (a) Service Tax : As per Notification No 12/2012-Service Tax Act (dated 17.03.2012) under section 93(1) read with section 66(B) of the Finance Act, by way of erection or construction of original works pertaining to railways are exempted from the whole of service tax leviable thereon. For this purpose Metro Railway is "Railways" and such services provided to METRO Railway are also Railway services. The bidders shall examine his own assessment in regard to service tax liability in the contract. No separate service tax reimbursement will be made by LMRC.
- (b) LMRC project is covered under Project Import chapter 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The tenderer should avail this benefit.

As regards registration under Project Import, after the award of the contract, LMRC at the written request of a contractor shall facilitate the contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor. The coordinating HOD for the said purpose in LMRC is Director (Works and Infrastructure).

- (c) Change in Taxes/Duty : The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract.
- (d) U.P. VAT is included in the contract price. The contractor shall maintain details of U.P. VAT paid to 'Trade and Taxes' department and submit: -
 - ii. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to LMRC project.
 - iii. U.P. VAT Form-16 of the contractor for the relevant period / periods along with detailed statement in Form LUCKNOW VAT-20 & copy of Challans in regard to deposit of tax.
- (e) No documents with regard to Custom and Excise duty will be required to be submitted.

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc. after considering clause C2.4, C2.5 & C2.6 above.

C3 Form of Tender

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

C4 Outline Quality Plan

The Tenderer shall submit Appendix-3 of FOT to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with Appendix 6 of the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 15 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C5 Outline Safety, Health and Environment Plan

C5.1 The Tenderer shall submit Appendix-4 of Form of Tender to form part of its Tender an Outline Safety, Health and Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety, health & environment procedures. The Outline Safety, Health and Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Clause 6 of the Employer's Requirements-Construction (Volume 3) and Clause 8 & 9 of the SCC.

C5.2 The Outline Safety, Health and Environment Plan shall be headed with a formal statement of policy in relation to safety, health & environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Safety, Health and Environment Plan to be submitted in accordance with Clause 8 & 9 of the SCC.

C5.3 The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health and Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

C6 Tenderer's Technical Proposals

C6.1 The Tenderer shall submit as Appendix-5 of Form of Tender to form part of its Tender, the Contractor's Technical Proposals as described in Annexure 1 of Instructions to Tenderer.

C6.2 The Tenderer shall be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those

aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

C7. Designer

The design of the temporary Works shall be undertaken by a designer (the Designer) who has experience in the design of temporary. During execution of work, if at any stage the performance of approved DDC is not found satisfactory, the contractor shall change the DDC with prior permission of LMRC. The designer will certify the temporary works design and as built drawings, if this work is to be carried out by others and he will do regular inspection of the works to confirm that the construction complies with the intent of the design.

C8. Tender Programme

- i. The Tenderer shall submit with his Tender as Appendix-14 to FOT, a Tender Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender Programme are set out in Annexure-2 to these Instructions to Tenderers.
- ii. The Tender Programme shall be prepared in terms of weeks from the Date of issue of Letter of Acceptance which shall be the date for Commencement of Works.
- iii. The Tender Programme shall not in any event be construed as a submission of the Works Programme under Clause 7 of the SCC.

C9 Manufacture, Installation and Construction Methods

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

C10. Payment Schedule:

The payment schedule is given in Schedule A, B & C of Bill of Quantity/Pricing Document (Volume 6) according to which the Payment for Schedule A, B & C items shall be made on the basis of actually executed quantities.

C11. Sub-Contracts

C11.1 Sub-contracting, including E & M works as mentioned at clause 1.1.3.2 (excluding design work) shall be generally limited to 50% of the contract price. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.

C11.2 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the contract price.

C12. Staffing Schedule and Related Details

C12.1 The Tenderer shall submit with his Tender (Appendix-7 of Form of Tender) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the Annexure 3 and 4 of ITT.

C12.2 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

C12.3 The key staff for execution of this work shall be from that member of the JV/Consortia who has the experience of similar work and on whose experience the JV/Consortia qualifies the criteria of work experience and if the JV qualifies on the credentials of work eligibility by the foreign partner then the Project Manager deployed shall be an expatriate having minimum 15 years of total experience out of which 10 years should be in projects of similar nature (Civil & Architectural finishes works in Metro station / building).

In case the successful tenderer is a JV/Consortium having a foreign partner and if the experience of civil works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the foreign partner shall submit an additional Bank Guarantee (In addition of performance security) of an amount equal to 1% of the contract value as per LOA for the fulfilment of the condition of deployment of key staff and the expatriate Project Manager for the

project. This bank guarantee shall be valid upto the completion period of the contract and shall be from Scheduled commercial Bank (including Scheduled Commercial Foreign BankS) in Indai in the currency in which the contract price is payable. This Bank Guarantee shall be furnished to the employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of this Bank Guarantee provided in Annexure-6A of ITT.

C13. Contractor's Equipment

The contractor shall deploy plants and equipment required to complete the work as per the schedule and with in the completion period with minimum of numbers given in Annexure-5 of ITT.

C14. Proposals for Use of Work Areas

C14.1 The Tenderer shall note the requirements of the Land Acquisition Act, 1894.

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

C14.3 The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services like water, electricity, sewerage etc necessary for the construction and completion of the Works as described in Appendix-8 to the Employer's Requirements (Volume 3).

C15 Pricing Document

C15.1 The Pricing Document is included in Bill of Quantities/Pricing Document; Volume 6. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in Annexure13A for such deviation as mentioned in Appendix 13 of FOT shall be submitted

C15.2 The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned any where in the submission other than in Appendix-13 of

FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

C15.3 The Tenderer is to note the Key Dates as given in Appendix – 1A of Employer's Requirement. These are to be adhered to strictly failing which Liquidated Damages as mentioned against each key date shall be levied to the contractor. Prior to Date of Commencement, Key Dates will be converted to calendar dates.

C16. Currencies of Tender and Payment

The tenderer shall give his priced offer for Schedule 'A', 'B' & 'C' in Indian Rupees only.

C17. Tender Validity

The Tender shall be valid for a period of 180 days from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.

C18. Tender Security

C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in the form of an irrevocable bank guarantee issued by a Scheduled Commercial bank (including scheduled Commercial Foreign Banks) in India in the form given in Annexure-6 to these Instruction to Tenderers. The tender security shall be submitted in a sealed envelop clearly marked on top "Tender Security for LKCC 04". The Tender Security shall remain valid for a period of 56 days beyond the validity period for

the Tender. In case of JV or consortium, the Bank Guarantee for Tender Security shall be from JV/Consortium and not from individual members.

C18.2 Any Tender not accompanied by an acceptable Tender Security shall be rejected by the Employer considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated.

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

C18.4 The Tender Security of the unsuccessful Tenderers shall be released when the Contract has been signed with the successful Tenderer.

C18.5 The Tender Security shall be forfeited:

- a. if the Tenderer withdraws his Tender during the period of Tender validity; or
- b. if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E 5.2 below;
- c. if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.

C19. Performance Guarantee, Undertaking and Warranties

Please refer Clause 3 of S.C.C.

C20. Labour

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

C21. Other Contractors

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

- a. Design and Construction of Civil works on adjacent Sections
- b. Design, Manufacture and Installation of Signalling and Train Control
- c. Design, Manufacture and Installation of telecommunications
- d. Design, Manufacture and Installation of Power Supply, Traction Power, Power Distribution, Lifts and Escalators;

- e. Design, Manufacture and Installation of Trackwork;
- f. Design, Manufacture and Installation of Automatic Fare Collection
- g. Rolling Stock

C22. Insurance

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

C23. Tender Index

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Contract LKCC 04: Technical Package and Contract LKCC 04: Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

C24 Pre-Tender Meeting

C24.1 A Pre-Tender meeting shall be held on the date and location given in the Key details of NIT.

C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C24.3 The tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.

C24.4 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B4 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.

C24.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C25. Format and Signing of Tender

- iv. The Tenderer shall prepare one original and a copy of the documents comprising the tender, as described in paragraph C2 of these Instructions to

Tenderers clearly marked "ORIGINAL" and "COPY". In the event of discrepancy between them, the original shall prevail.

- v. The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages of the original and all copies shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer, pursuant to sub-paragraphs A4.1, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.

- vi. The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender.

D. SUBMISSION OF TENDERS

D1. Sealing and Marking of Tender

D1.1 The tenderer shall seal 'Tender Security' in a separate envelope duly marking "Tender Security for Contract LKCC 04.

D1.2 The Tenderer shall seal the original and copy of the Technical Package in separate envelopes, duly marking the envelopes as "Original", and "Copy ". Likewise, the Tenderer shall seal the Original and copy of the Financial Package in separate envelopes duly marking the envelopes as "Original", and "Copy". The envelopes of both Technical Packages shall then be sealed in an outer envelope. Likewise the envelopes of both Financial Packages shall be sealed in an outer envelope. The tenderer shall properly book bind all his submission (no tagging with threads or stapling is allowed) and shall put his name over the top of the tender submission. Only the tender documents issued by LMRC shall be submitted in their original bindings.

Thus, there shall be only three envelopes – one containing only Tender Security, second containing both original and copy of Technical package and third containing both original and copy of Financial Package.

D1.3 All the inner and outer envelopes shall be addressed to the Employer at the following address:

To,

The Director (Works and Infrastructure)
Lucknow Metro Rail Corporation,
1st Floor, Janpath market,
Hazratganj,
Lucknow – 226001

(a) bear the following identification for Tender Security

Tender Security

Tender Reference No. – **LKCC 04**

DO NOT OPEN BEFORE hrs. on

(b) bear the following identification for Technical Proposals:

TECHNICAL PACKAGE

Tender Reference Number: **LKCC 04**

DO NOT OPEN BEFORE hrs. on

Name and address of the tenderer to enable the tender to be returned unopened in case it is declared late pursuant to paragraph, D2, or not accompanied with valid Tender Security and

- (c) bear the following identification for Financial Package:

FINANCIAL PACKAGE

Tender Reference No. **LKCC 04**

NOT TO BE OPENED

Name and address of the Tenderer to enable the Tender to be returned unopened as per paragraph D2.And E1.1.

- D1.4 If the outer envelope of Financial Package is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the same.

D2 Late or Delayed Tenders

- D2.1 Tenders have to be submitted to Director (Works and Infrastructure), Lucknow Metro Rail Corporation. It shall be the responsibility of the bidder / tenderer to ensure that his tender reaches the designated officer (Executive Engineer) before the dead line for submission.
- D2.2 Tenders received after due date and time of submission shall not be accepted.
- D2.3 LMRC will not be responsible for delay, loss or non receipt of tender documents sent by post / courier.
- D2.4 LMRC shall not be responsible for tenders delivered to any other place / person in LMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.
- D2.5 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D3 Modification, Substitution and Withdrawal of Tenders

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- D3.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and submitted before the deadline for submission. Such envelope should be additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- D3.3 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

E. Tender Opening and Evaluation

E1 Tender Opening

- E1.1 Envelops marked 'Withdrawal' shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph D-3 shall not be opened.
- E1.2 Envelops containing tender security will be opened next and details will be read out for the information of representative of tenderers. Technical package of those tenderers who have not submitted tender security shall not be opened.
- E1.3 The Technical Packages of all other tenderers shall be opened in the presence of tenderers or their representatives who choose to attend on date & time as mentioned in tender document in the office of the Director (Works and Infrastructure), Lucknow Metro Rail Corporation, Lucknow. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- E1.4 On opening of the main Tender envelopes, it will be checked if they contain Technical & Financial Packages separately. Technical packages of the tenderers not containing separate financial package shall not be opened.
- E1.5 Technical Package of all other tenders and envelops marked "MODIFICATION" will thereafter be opened and examined to see if they are complete and whether the documents are in order. If the documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority.
- E1.6 The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- E1.7 The sealed financial package will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per E4 will be opened. The time of opening of financial package shall be informed separately and tenderers can be present to witness the opening.

E2. Confidentiality of Tender Information and Copyright

- E2.1 Except the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- E2.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to

confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

E4. Evaluation of Tenders

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

E4.1 General Evaluation: First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per **Clauses E4.2, A4.1, A4.2, A4.3 and A5 of ITT.**

E4.2 Evaluation of minimum eligibility criteria – This evaluation will be done to check if the tenderer quality the minimum eligibility criteria of “work experience”, “Financial standing” as laid down in Clause 1.1.3.2 of NIT and “Bid Capacity” criteria as laid down in Clause 1.1.3.3 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation and shall be rejected.

E4.3 Evaluation of Responsiveness

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

E4.4 Evaluation of Material deviation or reservation

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

- which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification.
- which affects in any substantial way, the scope, quality or performance of the Works;
- which limits in any substantial way, is inconsistent with the Tender Documents, the Employer’s right or the Tenderer’s obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.

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

E4.5 Evaluation of qualifying conditions

A tender containing any qualification which

- seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the contractor in the Tender Documents; or
- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or

- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

E4.6 Evaluation of Technical Proposal & other technical data:

- E4.6.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. The evaluation shall be based on the documents submitted as per clause C-2.2 & C-2.3 and tender security as per clause C-18.1. Tenderer(s) may be asked to make a presentation of their proposal to LMRC team for evaluation
- E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.
- E4.7 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the Financial Package of such tenderer shall be returned unopened.
- E4.9 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

E5. Evaluation of Financial Proposals

- E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending Tenderers.
- E5.1.2 The evaluation of a financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors:
- a. Arithmetical errors corrected by the Employer
 - b. Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- E5.1.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.
- E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

E5.2 Correction of Errors

- E5.2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

E5.2.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

E5.3 Comparison of Tenders

Tenders will be compared in Rupees only. This will be achieved by converting the Foreign Currency portion into Rupees at the selling Rate of Exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of the Tender.

E5.4 If any change in the Employer's Requirements is considered necessary during technical evaluation, the tenderers who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to revise their financial package.

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

- (i) The total amount quoted by the tenderer for Schedule-'A'
- (ii) The total amount quoted by the tenderer for Schedule 'B'
- (iii) The total amount quoted by the tenderer for Schedule 'C'

The total value of above thus obtained shall be compared amongst various Tenderers to determine the lowest evaluated tender.

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

E5.7 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E6 Indigenisation

E6.1 Tenderers are encouraged to involve domestic firms in the Contract organisation and procurement processes. The requirement of technology transfer shall be as given in Clause 16 of the Employer's Requirements - General.

F Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5,

F2 Employer's Right to Accept any Tender and to Reject any or all Tenders

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by telegram or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be issued under signature of a Director (Works and Infrastructure) of LMRC. The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

F3.2 The Letter of Acceptance will constitute a part of the contract.

F3.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause F3.1, the employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 30 days from the date of issue of the Letter of Acceptance.

F5 Performance Security

- F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of Performance Security provided in **Annexure-7** of ITT.
- F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
- F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

CONSTRUCT CONTRACT LKCC 04 Instructions to Tenderers

Annexure-1 [As per clause C2.2(f) & C6.1]

Requirements for Tenderer's Technical Proposals

- 1 The Tenderer's attention is drawn to Clause 2 of the Employer's Requirements - General and to Clause 1 of the General Conditions of Contract in which terms are defined.
- 2 The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology.
3. The Tenderer's Technical Proposals shall cover the following:
 - 3.1 Understanding and comprehension of the work involved,
 - 3.2 structural form, materials and structural principles, method of carrying or accommodating loads or actions, fixed points and articulation, and choice and grades of structural materials;
 - 3.3 testing and investigations undertaken, or to be undertaken;
 - 3.4 earthworks, slopes, protective measures and ground drainage;
 - 3.5 foundations, main substructure and superstructure elements;
 - 3.6 All structural components, methods of jointing and waterproofing, drainage and corrosion protection;
 - 3.7 Structural and construction arrangements at interfaces with adjacent contracts;
 - 3.8 Traffic management plan showing temporary diversions wherever required.
 - 3.9 initial settlement assessment, effect on adjacent structures including utilities and proposed protection works including instrumentation and monitoring;
 - 3.10 approach to co-ordination with other Project contractors. Tenderer shall elaborate the organisation further and system giving frequency of meetings or any other system / approach which we will adopt.
 - 3.11 construction and erection methods, including proposals for ensuring that disruption to road and pedestrian traffic is minimized;
 - 3.12 Protective coatings and systems, finishes.
 - 3.13 Reinstatement works.
 - 3.14 Understanding and approach of the work involved
 - 3.15 The general approach and methodology proposed for carrying out the services covered in the scope of work, including such information as deemed relevant.

CONSTRUCTION CONTRACT LKCC 04 Instructions to Tenderers

Annexure-2 [As per clause C8.1]

REQUIREMENTS FOR TENDER PROGRAMME

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

CONSTRUCTION CONTRACT LKCC 04
Instructions to Tenderers

Annexure-3 [As per clause C12.1]

RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision and qualification/experience of site-staff is given under Annexure-4.

S.No.	Designation of Project Personnel	Minimum no. of Project-Personnel required
1	Project Manager	1
2	Deputy Project Manager	2
3	Interface Manager	1
4	Planning Engineer	1
5	Civil Engineer	8
6	Architect	1
7	Quality control and Quality Assurance Engineer	1
8	Electrical and Mechanical Engineer	3(2+1)
9	SHE Manager	1
10	Environment specialist	1
11	Design/Structural Engineer	1

**CONTRACT LKCC 04
Instructions to Tenderers**

Annexure-4 [As per clause C12.1]

MINIMUM ORGANISATION STRUCTURE REQUIRED

Minimum level of supervision & qualification/ experience of site staff is as follows:

S.No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	Project Manager (Team Leader)	Graduate in Civil Engg.	Minimum total experience of 15 yrs out of which minimum 05 years as In-charge of similar works.
2	Dy. Project Manager	Graduate in Civil Engg./Diploma in Civil Engg.	Minimum 10 years for Degree & 15 years for Diploma.
3	Interface Manager	Graduate in Civil Engg	Total Minimum experience of 10 years.
4	Planning Engineer	Graduate in Civil Engg. With knowledge in MS project/Primavera software.	Total Minimum experience of 07years out of which minimum 3 years in Planning of projects.
5	Civil Engineer	Graduate or Diploma in Civil Engineering	Minimum 3 years for Degree & 5 years for Diploma.
6	Architect	B.Arch	Total Minimum experience of 07years with experience of at least one project of similar nature.
7	Quality control and Quality Assurance Engineer	Graduate in Civil Engg.	Minimum total experience of 07 years out of which minimum 03 years in QA(field) at least one year as In-charge.
8	Electrical and Mechanical Engineer	Graduate in concerned discipline	Total Minimum experience of 7 years
9	SHE Manager	Graduate in construction safety/ diploma in construction safety	Total Minimum experience of 7 years for graduate & 10 years for Diploma in relevant field.
10.	Environment specialist	Graduate in concerned discipline	Total Minimum experience of 7 years
11.	Design/Structural Engineer	Graduate in Civil Engg.	Total Minimum experience of 7 years out of which minimum 05 years experience in steel structure design.

CONSTRUCTION CONTRACT LKCC 04
Instructions to Tenderers

Annexure-5 [As per clause C 13]

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

The figures indicated below are the minimum number of equipment required.

S. No.	Type of equipment required for the work in good working condition	Minimum No. of Units of equipment required for the work	Maximum Permissible Age in Years
a)	JCB	1	10
b)	Water Tanker	1	10
c)	Tipper	2	10
d)	Reinforcement binding & cutting equipment	2	10
e)	Concrete needle vibrators	4	10
f)	Survey Instruments (Total Station)	1	10

Note:

1. **These resources are for peak period of each activity. All plants and equipments need not to be mobilized simultaneously, plants and equipment's as required as per the progress of the work shall be brought at site in advance as directed by the Engineer-in-Charge.**

CONSTRUCTION CONTRACT LKCC 04
Instructions to Tenderers

Annexure-6 [As per clause C18.1]

FORM OF BANK GUARANTEE FOR TENDER SECURITY

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

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (Herein after called "the Bank") are bound unto Lucknow Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs.for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated_____for (Name of the work as per clause 1.1.1 of NIT) hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs..... as Tender Security against the Tenderer's offer as aforesaid.

AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
 - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
 - c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till (Date to be filled up) (up to **236 days** from the date of tender).
 - e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. **THE CONDITIONS OF THIS OBLIGATION ARE:**
 - a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or

- b. if the Tenderer does not accept the correction of his tender price in terms of Clause **E5.2** of the "Instructions to Tenderers".
- c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity :
 - i. fails or refuses to furnish the Performance Security in accordance with Clause **F 5.1** of the "Instructions to Tenderers" and/or
 - ii. fails or refuses to enter into a Contract within the time limit specified in Clause **F 4** of the "Instructions to Tenderers".

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

**Signature of
Authorized Official of the Bank**

Signature of Witness

Name :
.....

Address:
.....

Name of Official

Designation

Stamp/Seal
of the Bank

CONSTRUCTION CONTRACT LKCC 04 Instruction to Tenderers

Annexure-6A (As per ITT Clause C12.3)

FORM OF ADDITIONAL BANK GUARANTEE BY BANK

1. This deed of Guarantee made this day of (month & year) between Bank of..... (Herein after called the "Bank") of the one part, and Lucknow Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Lucknow Metro Rail Corporation has awarded the contract for (Name of work as per Clause 1.1.1 of NIT) (Hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract clause no. C12.3 of ITT to submit to the Employer a Additional Bank Guarantee for a total amount (equal to 1% of contract value as per LOA) of Rs.....(Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer in case the contractor fails to deploy the key staff and Project Manager as stipulated in ITT Clause no. C12.3. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (must be for at least upto anticipated expiry date of completion period of the contract).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
11. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
 - b) This Bank Guarantee shall be valid up to
 - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank:

CONSTRUCTION CONTRACT LKCC 04 Instructions to Tenderers

Annexure-7 [As per clause F5]

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and Lucknow Metro Rail Corporation (hereinafter called "the Employer") of the other part.
2. Whereas Lucknow Metro Rail Corporation has awarded the contract for (Name of work as per Clause 1.1.1 of NIT) (Hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ` (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs.. (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 4.6.2 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
11. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees.....)
 - (b) This Bank Guarantee shall be valid up to
 - (c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address

CONTRACT NO: LKCC-04
TENDER DOCUMENTS

VOLUME 1

FORM OF TENDER

CONSTRUCT CONTRACT “LKCC04” FORM OF TENDER

Date:

To: Director (Works & Infrastructure)
Lucknow Metro Rail Corporation
1st Floor, Janpath market,
Hazratganj,
Lucknow - 226001

Contract LKCC-04: Civil, Architectural Finishes, Water Supply, Sanitary Installation, Drainage, External Development, Fire fighting, Fire detection and E&M Works for eight nos. Elevated stations from Transport Nagar to Charbagh on Priority section on North - South Corridor of Lucknow MRTS Phase 1A.

CONTRACT PACKAGE LKCC- 04

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Design Basis report, Tender Drawings and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the LMRC for the design and construction of the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 & 16, 17, 17A, 18, 19 & 19A hereto, we hereby (jointly and severally)* offer to design, construct and complete the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the above documents within the **completion period of 16 months** (from the date of commencement) for the sum stated in the Bill of Quantities (Volume 6 of Tender Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally)*:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 here to; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the LMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work

related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Lucknow will have exclusive jurisdiction in the matter.
8. We acknowledge that the Appendix forms an integral part of the Tender.
9. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
10. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

We are, Gentlemen,

Yours faithfully,

Signature:

Date -----

Name -----

For and on behalf of

Address

Signature:

Date -----

Name -----

For and on behalf of

Address

Witness:

Signature: -----

Date -----

Name -----

Address -----

Witness:

Signature: -----

Date -----

Name -----

Address -----

* Note:

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

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

FORM OF TENDER – APPENDIX-1

[REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT (GCC)]

S. N	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
i	Amount of Performance Security	Clause 4.2 of the GCC	10% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC.
ii	Latest 'date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed
iii	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	16 months
vi	Liquidated Damages	Clause 8.5 of the GCC	(i) Liquidated damages shall be levied as per the rate given in appendix 2B of Employer's Requirement for delay. (ii) The maximum limit of Liquidated Damages on Key Dates shall be 10% of the total Contract Value (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
v	'Defects Liability Period' for the whole of the Works	Clause 10 of the GCC	52 weeks after the date of issue of Taking-Over Certificate for the Whole of the Works.
vi	Amount of advance payment	Clause 11.2 of the GCC	As per clause No. 20. of SCC
vii	Amount of Professional Indemnity Insurance (PII).	Clause 15.1 and 15.5 of the GCC	Deleted
viii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	100% of the Total Contract Price.
ix	Amount of Third Party Insurance	Clause 5.8 and 15.3 of the GCC	INR 0.50 Million for any one incident, with no. of incidents unlimited.
x	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 4 weeks from the "date of commencement"
xi	Contract Key Dates	Clause 8.5 of the GCC	Refer Appendix 1A of the Employer's Requirement
xii	(a) Contractor's Name and Address	GCC clause 18.1 (Tenderer to Complete)

Contract LKCC-04: Civil, Architectural Finishes, Water Supply, Sanitary Installation, Drainage, External Development, Fire fighting, Fire detection and E&M Works for eight nos. Elevated stations from Transport Nagar to Charbagh on Priority section of North - South Corridor of Lucknow MRTS Phase 1A.

	(b) Employer's Name and Address	GCC clause 18.2	Lucknow Metro Rail Corporation Ltd.

Date :
.....

**Signature of authorized signatory of
Tenderer**

Place :.....

Contract LKCC-04: Civil, Architectural Finishes, Water Supply, Sanitary Installation, Drainage, External Development, Fire fighting, Fire detection and E&M Works for eight nos. Elevated stations from Transport Nagar to Charbagh on Priority section of North - South Corridor of Lucknow MRTS Phase 1A.

FORM OF TENDER - APPENDIX 2

BILL OF QUANTITIES / PRICING DOCUMENT

Bill of Quantities & Schedule of Payments (Volume 6 of the tender document) duly compared in all respect is to be submitted as Appendix-2 only in Package 2 – Financial Package.

FORM OF TENDER - APPENDIX 3

OUTLINE QUALITY PLAN

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

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

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

FORM OF TENDER - APPENDIX 4

OUTLINE SAFETY, HEALTH & ENVIRONMENT PLAN

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

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

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

Contract LKCC-04: Civil, Architectural Finishes, Water Supply, Sanitary Installation, Drainage, External Development, Fire fighting, Fire detection and E&M Works for eight nos. Elevated stations from Transport Nagar to Charbagh on Priority section of North - South Corridor of Lucknow MRTS Phase 1A.

FORM OF TENDER - APPENDIX 5

TENDERER'S TECHNICAL PROPOSALS

The Tenderer shall prepare his Technical Proposals based on the contents of Annexure-1 to the Instructions to Tenderers

FORM OF TENDER - APPENDIX 6

GENERAL INFORMATION ABOUT THE TENDERER

(i) A. TENDERER INFORMATION SHEET		
(ii) Tenderer's Legal Name		
(iii) Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
(iv) In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member % participation	
	1.	
	2.	
	3.	
(v) Lead member of JV/Consortium		
(vi) Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication		
(vii) Tenderer's authorized signatory (name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		

FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :

- a) Affidavit in case of Proprietary firm.
- b) Partnership Deed in case of partnership firm.
- c) Memorandum & Article of Association in case of a Public/Private limited company.
- d) In case of JV/Consortium, MoU /Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.
- e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.

Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with LMRC related to the tender.

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

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

FORM OF TENDER - APPENDIX 7

STAFFING SCHEDULES AND ORGANISATION CHART

1. We hereby confirm to deploy the minimum manpower as per Annexure-3 of ITT and with prescribe qualifications and experiences as detailed in Annexure-4 of ITT.
2. We also confirm to deploy manpower required for safety as per General instructions: under condition of contract on Safety, Health & Environment, and Phase-II version 1.2.

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

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

FORM OF TENDER - APPENDIX 8

SCHEDULE OF COMPONENTS MANUFACTURED OFFSHORE

(viii) Schedule of Components Manufactured Offshore

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

FORM OF TENDER - APPENDIX 9

(ix) TENDER INDEX

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Tender Package 1 : Technical Package and Tender Package 2 : Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

The Tender Packages submitted must be clearly presented, all pages numbered and aid out in a logical sequence with main and subheadings to facilitate evaluation.

FORM OF TENDER - APPENDIX 10

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

1. We hereby confirm to deploy the minimum resources as per mentioned minimum requirement in **Annexure-5** of ITT.
2. We also confirm to deploy plants & equipments over and above the minimum numbers indicated as per Annexure-5, if the work requires so.
3. **We further confirm that we shall only mobilize “Truck Transmission type” Pick and Carry Hydra Crane – 2nd Generation models, wherever Hydra Cranes will be required.**

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

The Tenderer shall provide a complete details of Resource Plants & Equipments he proposes for the work which has to satisfy the requirement of item 1, 2 & 3 above.

FORM OF TENDER - APPENDIX 11
(As Per Clause A4.2)

UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been , or will be, paid and that the tender price will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

NOTE:

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

FORM OF TENDER - APPENDIX 12
[As Per Clause C2.2 (I)]

COPYRIGHT UNDERTAKING

Date

To:

Director (Works and Infrastructure)
Lucknow Metro Rail Corporation
1st Floor, Janpath market,
Hazratganj,
Lucknow - 226001

LETTER OF UNDERTAKING

Contract LKCC-04: Civil, Architectural Finishes, Water Supply, Sanitary Installation, Drainage, External Development, Fire fighting, Fire detection and E&M Works for eight nos. Elevated stations from Transport Nagar to Charbagh on Priority section on North - South Corridor of Lucknow MRTS Phase 1A.

We, (name of tenderer / joint venture) hereby undertake that the tender drawings, both in hard copy and digitised format, and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by Lucknow Metro Corporation shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of

(Name of tender / joint venture)

FORM OF TENDER - APPENDIX 13

[As Per Clause C2.2 (m)]

PROFORMA FOR STATEMENT OF MINOR DEVIATIONS

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

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

Note:

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

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

FORM OF TENDER - APPENDIX 14

[As per clause C8.1]

(x) TENTATIVE PROJECT IMPLEMENTATION PROGRAMME

FORM OF TENDER - APPENDIX 15

[As per clause E4.2]

FINANCIAL DATA

(CONSTRUCTION WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER (CONSTITUENT

MEMBER IN CASE OF JV/CONSORTIUM):

(All amounts in Rupees in Crores)

S. .	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2010-2011	Year 2011-2012	Year 2012-2013	Year 2013-2014	Year 2014-2015
1	2	3	4	5	6	7
	Total value of construction work done as per audited financial statements					

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his signature & stamp.
5. The above financial data will be updated to 31/1/2015 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

FORM OF TENDER - APPENDIX 16

[As per clause E4.2]

WORKS IN HAND

AS on first day of the month of tender submission

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

Group Member's legal name..... **Page of pages**

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s) (Assume inflation as given in Appendix15))	Value of balance work yet to be done in Rupee equivalent as on _____	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done in 2014-2015	Value of work to be done in 2015-2016	Value of work to be done in 2016-2017
<u>TOTAL</u>									

Form of Tender -Appendix- 17

WORK EXPERIENCE

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

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

For works of Civil & Architecture finishes works in Metro station / building as per clause no. 1.1.3.2 (A) or more at the price level on last day of month previous to the month the tender submitted (considering escalation as per Clause 1.1.3.2 of Notes Bullet no.3)

Specific Construction Experience		
Similar Contract Number _____ of _____ required	Information	
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at _____ price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at _____ price level

NOTE: 1. only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence which clearly mentioned Civil & Architecture finishes work in Metro station / building completed.

3. Separate sheet for each work along with Clients Certificate to be submitted.

Appendix -17A: Summary of Information provided in Appendix 17

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

Group Member's legal name..... **Page** **of** **pages**

Name of Applicant (each member in case of group)	Total Number of works As per clause no. 1.1.3.2 A at the price level of _____	No. of contracts delayed, i.e., completed beyond the original date of completion

NOTE:-

1. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately?

Appendix- 18 – FINANCIAL DATA

Applicant's legal nameDate

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

(xix) Each Applicant or member of a JV must fill in this form

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Liquidity [=2 - 4]					
9.	Return on Equity					
10	Annual turnover (from construction)					
11	Gross Annual turnover					

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

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2010, 2011, 2012, 2013 and 2014.
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

Form of Tender -Appendix- 19

Proposal for E&M Contractor/Sub-contractor

We hereby confirm that the E&M works shall be executed either by us or eligible E&M subcontractor (As per Appendix 19A) who meets the eligibility criteria as detailed in Notes of clause 1.1.3.2 of NIT shall be strictly adhered.

In case of E&M subcontractor, a copy of agreement between the contractor and sub-contractor shall be submitted to the Engineer after finalisation of subcontractor.

The contractor/sub-contractor for E&M works must have Valid Electrical Contractor License of Government in whose jurisdiction the work is to be executed

If the contractor fails to associate contractor/ subcontractor for execution of E&M works within four weeks of Notice to Proceed or furnishes incomplete details or furnishes details of ineligible agencies even after the contractor is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer at the risk and cost of the contractor.

In case the contractor intends to change the E&M contractor during the operation of the contract, he shall obtain prior approval of Engineer of the agreement. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

In case contractor fails to make the payment to the sub contractor associated by him within 15 days of receipt of each running account payment then on the written complaint of sub contractor associated for E&M work, Engineer shall serve the show cause to contractor and after considering the reply of the same, may make the payment directly to the sub contractor associated for E&M works as per the terms & conditions of the agreement drawn between contractor and E&M sub contractor, if reply of contractor either not received or found unsatisfactory. Such payment made to the E&M sub contractor shall be recovered by Engineer from the next RA/final bill due to contractor as the case may be.

NOTE: IN CASE THE SUBCONTRACTOR IS ENGAGED BY MORE THAN ONE TENDERER, NO SHARING OF MANPOWER SHALL BE PERMITTED AT THE TIME OF EXECUTION OF WORK.

SIGNATURE OF THE TENDERER
Seal

Date:

Form of Tender -Appendix- 19A

WORK EXPERIENCE

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

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

For E & M work in Metro station / building the price level on last day of month previous to the month the tender submitted (considering escalation as per Clause 1.1.3.2 of Notes Bullet no.3)

Specific Construction Experience		
Similar Contract Number _____ of _____ required	Information	
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at _____ price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at _____ price level

- NOTE:**
1. only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence which clearly mentioned E & M work in Metro station / building completed.
 2. Separate sheet for each work along with Clients Certificate to be submitted.
 3. The contractor/ sub-contractor shall be evaluated after award of the contract.