



## **Bid Document**

### **for**

DESIGN AND CONSTRUCTION OF CIVIL, BUILDING AND TRACK WORKS FOR DOUBLE LINE RAILWAY INVOLVING FORMATION IN EMBANKMENTS / CUTTINGS, BRIDGES, STRUCTURES (EXCLUDING CIVIL WORKS FOR BRIDGES AND FORMATION IN EMBANKMENT / CUTTING AND STRUCTURES IN APPROACHES FOR 150M LENGTH FROM ABUTMENTS ON BOTH SIDES OF THE BRIDGES ACROSS RIVERS MAHI AND SABARMATI), BUILDINGS, BALLAST ON FORMATION, TRACK WORK (INCLUDING BALLAST AND TRACK WORKS ON BRIDGES AND FORMATION OF APPROACHES FOR 150M LENGTH FROM ABUTMENTS ON BOTH SIDES OF THE BRIDGES ACROSS RIVERS MAHI AND SABARMATI) INCLUDING TESTING AND COMMISSIONING ON DESIGN-BUILD LUMP SUM PRICE BASIS FOR IQBALGARH - VADODARA SECTION OF WESTERN DEDICATED FREIGHT CORRIDOR

### **CIVIL, BUILDING AND TRACK WORKS CONTRACT PACKAGE- 3(R)**

Issued on: 03.06.2015

ICB No. : CT P-3 (R)

### **VOLUME-1**

Employer:

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)  
MINISTRY OF RAILWAYS  
INDIA



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## **CIVIL, BUILDING AND TRACK WORKS CONTRACT PACKAGE - 3 (R)**

### **VOLUME I:**

**INVITATION FOR BIDS**

**SECTION 1 - INSTRUCTIONS TO BIDDERS**

**SECTION 2 - EVALUATION AND QUALIFICATION CRITERIA**

**SECTION 3 - BID FORMS**

**SECTION 4 - LIST OF ELIGIBLE COUNTRIES OF JAPANESE ODA LOANS**

**SECTION 5 - CONDITIONS OF CONTRACT**

**SECTION 6 - FINANCIAL SUBMISSIONS**

**SECTION 7 – CONTRACT FORMS**

### **VOLUME II:**

**SECTION 8 – EMPLOYER’S REQUIREMENTS**

### **VOLUME III:**

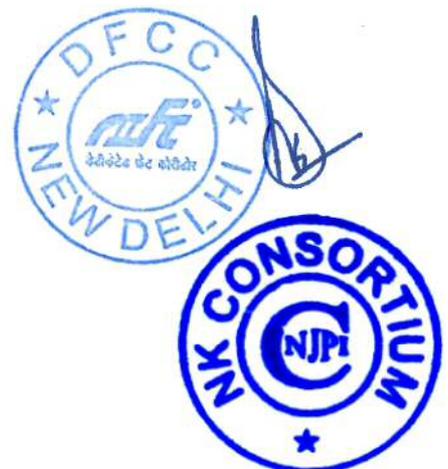
**SECTION 9 – SPECIFICATIONS**

### **VOLUME IV:**

**SECTION 10 - DATA BOOK**

### **VOLUME V:**

**SECTION 11 - REFERENCE DRAWINGS**



## Invitation for Bids

Date: 03.06.2015

Loan Agreement No.: ID-P209

ICB No.: Package CT P-3 (R)

1. The President of India has received a loan from the Incorporated Administrative Agency-Japan International Cooperation Agency (JICA) amounting to a sum of *Ninety billion Two hundred Sixty Two million Japanese Yen (JPY (90,262,000,000))*. It is intended that part of the proceeds of this loan will be applied to eligible payments under the contract for *Civil, Building and Track Works Package CT P-3 (R)*.
2. The Dedicated Freight Corridor Corporation of India Limited (DFCCIL) (hereinafter referred to as "the Employer") now invites sealed bids from eligible bidders for the construction and completion of *Civil, Building and Track Works Contract Package CT P-3 (R)*.
3. Eligible bidders may obtain further information from and inspect the bidding documents at the office of:  
**Dedicated Freight Corridor Corporation of India Ltd.**  
**Mr. Praveen Kumar**  
**Position: GM/PWC**  
**Room No. 505**  
**5th Floor, Pragati Maidan, Metro Station Building Complex,**  
**New Delhi – 110001, INDIA**  
**Tel: +91-11-2337-9815, Fax : +91-11-2345-4701**  
**e-mail: [praveenkumar@dfcc.co.in](mailto:praveenkumar@dfcc.co.in)**
4. A complete set of bidding documents along with CD-ROM may be purchased by interested bidders on the submission of a written application to the above and upon payment of a non-refundable fee of Rs.50,000/- (Indian Rupees Fifty Thousand only) plus 5% VAT.

The Bidding Documents shall be available for sale at the office of the DFCC as mentioned in Para 3.0 above during 11.00 hrs. to 17.00 hrs. on all the working days from 03.06.2015 to 03.09.2015 (up to 12:00 hrs.) and can be purchased by interested bidders on submission of a written request to the address given above along with non-refundable payment of Rs. 50,000/- only [Indian Rupees Fifty Thousand only] plus 5% VAT, in the form of DD or Banker's cheque from any Nationalized or Scheduled Bank of India or any Japanese bank having corresponding arrangements with Indian Bank in favour of "Dedicated Freight Corridor Corporation of India Ltd., New Delhi".

The Bidding Documents requested by Post will be dispatched by registered speed post/courier on payment of an extra amount of Rs. 10,000/- (Indian Rupees Ten Thousand only).

The Bidding Documents as well as the various drawings can also be downloaded from DFCC website [www.dfcc.in](http://www.dfcc.in) and website [www.dfccil.org](http://www.dfccil.org). The bids can be submitted on the down loaded document along with demand draft towards the cost of Bidding Documents kept in a separate envelope marked "Cost of Bidding Documents". The offer will be summarily rejected if cost of bidding documents is not enclosed with the bids using Bid Documents which are downloaded from web site.

The Bidding Documents also contain drawings. The cost of such drawings is included in the cost of Bidding Documents. If any difficulty is being faced by prospective bidders in downloading the drawings, the Bidder can contact office of GM/PWC DFCC on any working day to view the drawings and if required obtain a copy of the same in the form of CD.

It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents as well as otherwise to check the correctness of these documents and also check the DFCC website from time to time till due date for submission of Bids for any addendum/Corrigendum issued in regard to this bid to ensure submission of bid along with all Addendum/Corrigendum.



5. Bids must be delivered to the above office on or before **2 PM on 03.09.2015** and must be accompanied by a security of **US \$ 5,000,000** (US\$ Five Million) or equivalent in Indian Rupee.
6. Only “Technical Proposal” will only be opened in the presence of Bidders’ representatives who choose to attend at **3 PM on 03.09.2015** at the offices of:

**Dedicated Freight Corridor Corporation of India Limited,  
Conference Hall, Room No. 416, 4th Floor,  
Pragati Maidan, Metro Station Building Complex,  
New Delhi, India – 110001**

7. After evaluation of “Technical Proposal”, DFCCIL will prepare the list of the Bidders who have passed the Technical Evaluation. Price Bids will only be opened for those Bidders who have passed Technical Evaluation. The Price Bids shall be opened in the presence of Bidders’ representatives. The time, date and venue will be informed immediately after consent by JICA for Technical Evaluation.
8. Price Bids of those Bidders who failed to pass the Technical Evaluation will be returned to the Bidder’s address without opening of the Price Bids along with Bid Security.
9. Interested eligible Bidders who have purchased the Bidding Document are invited to attend a Pre-BID Conference to be held at Venue below **on 03.07.2015** at the following address:  
Venue: Conference Hall, Room No. 416, 4th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi - 110001  
Time: 12:00 hours (Indian Standard Time)
10. Participation to this Pre-Bid Conference is not mandatory.
11. A questionnaire Form will be delivered to the Bidder’s Representatives participating in the Pre-Bid Conference. Answers will be delivered to Representatives of all the Bidders by e-mail. The answers shall also be available in Home Page of DFCCIL as shown above.



## INDEX

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1	A. INSTRUCTION TO BIDDERS	5
	B. BID DATA SHEET	23
2	EVALUATION & QUALIFICATION CRITERIA	35
3	BID FORMS	57
	A. QUALIFICATION REQUIREMENT	59
	B. BID REQUIREMENTS	81
	C. TECHNICAL PROPOSAL	87
	D. CHECK LIST FOR SUBMISSION OF DOCUMENTS FOR TECHNICAL BID	116
4	LIST OF ELIGIBLE COUNTRIES OF JAPANESE ODA STEP LOAN	119
5	CONDITIONS OF CONTRACT	121
	PART I: GENERAL CONDITIONS	121
	PART II - PART A: APPENDIX TO BID	122
	TABLE - COORDINATION EVENTS AND KEY MILESTONES	125
	PART II - PART B: PARTICULAR CONDITIONS	126
6	FINANCIAL SUBMISSIONS	148
7	CONTRACT FORMS	179



## SECTION 1: INSTRUCTIONS TO BIDDERS

Part A: Instructions to Bidders

Part B: Bid Data Sheet

**Notes on the Instructions to Bidders**

Part A - includes provisions that are to be used unchanged. Part B, Bid Data Sheet (BDS), consists of provisions that supplement, amend, or specify information or changes to Part A that are specific to each procurement.

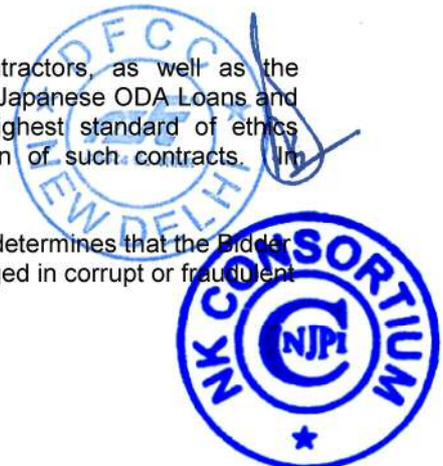
The Instructions to Bidders is not part of the Contract.

### Table of Clauses

## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues these Bidding Documents for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of lots (contracts) of the International Competitive Bidding (ICB) are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
  - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
  - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower **indicated in the BDS** has received or has applied for an ODA Loan from the Incorporated Administrative Agency-Japan International Cooperation Agency (hereinafter called “JICA”) in the amount and with the signed date of the Loan Agreement **indicated in the BDS** toward the cost of the project **indicated in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract for which these Bidding Documents are issued. Disbursement of an ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for Procurement under Japanese ODA Loans”. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Fraud and Corruption**
- 3.1 JICA requires that Bidders and Contractors, as well as the Employer, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;
- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent



practices in competing for the contract in question;

- (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

#### 4. Eligible Bidders

4.1 A Bidder may be a single entity or any combination of entities in the form of a joint venture, or Consortium (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:

- (a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.

4.2 A Bidder, and all partners constituting the Bidder, shall be from an eligible source country as listed in Section V.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- (a) a Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project; or
- (b) a Bidder is any association/affiliates (inclusive of parent firm) mentioned in subparagraph (a) above; or
- (c) a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project; or
- (d) a Bidder participates in more than one bid either individually or as a partner in a joint venture. A Bidder who participates in more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No firm can be a subcontractor while submitting a bid, individually or as a partner of a joint venture in the same bidding process. A Bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.

4.4 A Bidder that has been determined to be ineligible by the JICA in



accordance with ITB 3, shall not be eligible to be awarded a contract.

- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.6 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders **unless otherwise specified in the BDS**.
- 5. Eligible Materials, Equipment, and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in eligible source countries as listed in Section V. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

#### **B. Contents of Bidding Documents**

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

##### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. List of Eligible Countries of Japanese ODA Loans

##### **PART 2 Works Requirements**

- Section VI. Works Requirements

##### **PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Annex to the Particular Conditions - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all



information or documentation required by the Bidding Documents may result in the rejection of the bid.

**7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty- eight (28) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

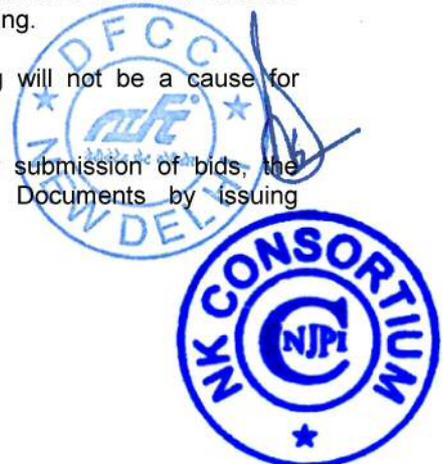
7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

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

**8. Amendment of Bidding Documents**

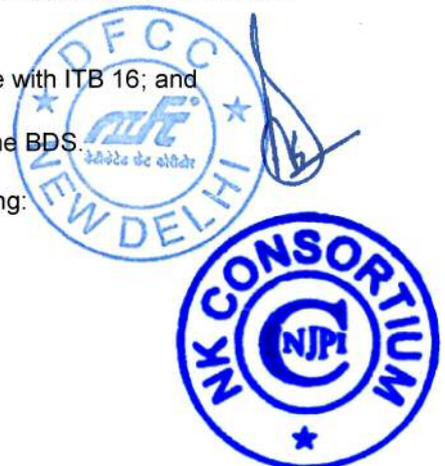
8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.



- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2

### C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
  - (b) Bid Security, in accordance with ITB 19;
  - (c) alternative technical bids, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as indicated in accordance with ITB 4.6, the Bidder's qualifications to perform the contract if its Bid is accepted;
  - (f) Technical Proposal in accordance with ITB 16; and
  - (g) any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;



- (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
  - (c) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans, which shall be signed and dated by the Bidder's authorized representative, in accordance with ITB 12;
  - (d) alternative price bids, if permissible, in accordance with ITB 13; and
  - (e) any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- 12. Letter of Bid and Schedules**
- 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the BDS** and described in Section VI, Works Requirements. The method for evaluating alternative technical solutions will be stipulated in Section III, Evaluation and Qualification Criteria.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or



price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise provided in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data included in Section IV, Bidding Form and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are submitted and opened at the same time.
- 14.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

**15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data included in Section IV, Bidding Forms are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 15.3 The foreign currency requirements generally include the following:
- (a) expatriate staff and labour employed directly on the Works;
  - (b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel expenses;
  - (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;



- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
  - (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
  - (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as indicated in accordance with ITB 4.6, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the bid price shall be adjusted by the factor **specified in the BDS**.
  - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction



from those indicated above.

**19. Bid Security**

19.1 The Bidder shall furnish a bid security as part of its bid, in the amount and currency **specified in the BDS**.

19.2 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional bank guarantee issued by a bank or surety;

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.3 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non responsive.

19.4 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 40.

19.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid

(b) if the successful Bidder fails to:

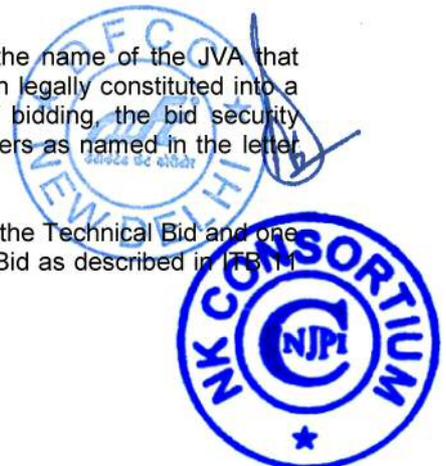
(i) sign the Contract in accordance with ITB 40; or

(ii) furnish a performance security in accordance with ITB 41.

19.7 The bid security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the bid security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

**20. Format and  
Signing of Bid**

20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11.



and clearly mark it “Original – Technical Bid” and “Original – Price Bid”. Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark each of them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 A bid submitted by a JVA shall comply with the following requirements:
- (a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and
  - (b) Include the Representative’s authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

#### D. Submission and Opening of Bids

#### 21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original – Technical Bid”, “Original – Price Bid”, “Copy - Technical Bid” and “Copy - Price Bid”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS 1.1.
- 21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 25.1
- 21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.
- 21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement of



premature opening of the bid.

**22. Deadline for Submission of Bids**

- 22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

- 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

- 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
  - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

- 25.1 The Employer shall open the Technical Bids in public, in the presence of Bidders’ designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS**. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 25.7.
- 25.2 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 25.3 Second, envelopes marked “Substitution” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding



envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's' representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price Bids shall be opened one at a time reading out: the name of the Bidder and whether there is a



modification; the Bid Price(s), including any discounts and alternative offers; and any other details as the Employer may consider appropriate.

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

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

### E. Evaluation and Comparison of Bids

#### 26. Confidentiality

- 26.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

#### 27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

#### 28. Deviations, Reservations, and Omissions

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



Document.

**29. Preliminary Examination of Technical Bids**

- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) Bid Security, if applicable; and
  - (d) Technical Proposal in accordance with ITB 16.

**30. Determination of Responsiveness of Technical Bid**

- 30.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements, have been met without any material deviation, reservation or omission.
- 30.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

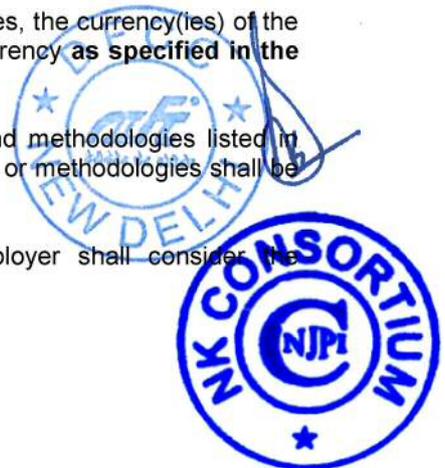
**31. Nonmaterial Nonconformities**

- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.
- 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or



documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in disqualification of the bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 33. Correction of Arithmetical Errors**
- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency **as specified in the BDS**.
- 35. Evaluation of Price Bids**
- 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate the Price Bid, the Employer shall consider the



following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Day-work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB31.3; and
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.

35.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

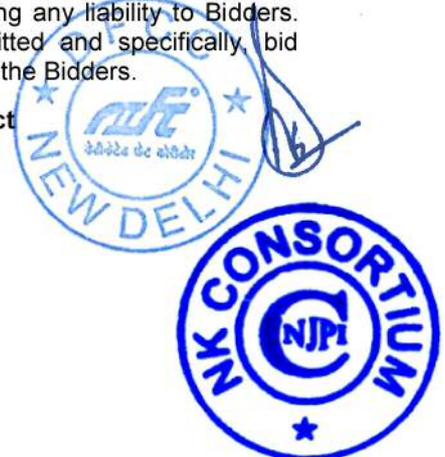
**36. Comparison of Bids**

36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.2 to determine the lowest evaluated bid.

**37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

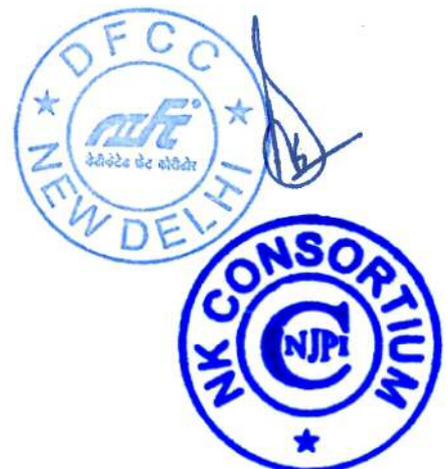
**F. Award of Contract**



- 38. Award Criteria**      38.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Notification of Award**      39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. At the same time, the Employer shall also notify all other Bidders of the results of the bidding. After a contract is determined to be eligible for JICA's financing, the following information may be made public by JICA:
- (i) names of all Bidders;
  - (ii) their bid prices;
  - (iii) name and address of successful Bidder concerning the award of contract;
  - (iv) name and address of supplier; and
  - (v) award date and amount of the contract.
- 39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 38.1, requests in writing the grounds on which its bid was not selected.
- 40. Signing of Contract**      40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 41. Performance Security**      41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 41.2 Failure of the successful Bidder to submit the above-mentioned



Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.



## Part B. Bid Data Sheet

The Part B, Bid Data sheet supplements and modifies the Instructions to Bidders (ITB). The BDS are numbered with the same numbers as the corresponding ITB clause.

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is : Package CT P-3 (R)
<b>ITB 1.1</b>	The Employer is: Dedicated Freight Corridor Corporation of India Limited, 5th Floor Pragati Maidan, Metro Station Building Complex, New Delhi, India – 110001
<b>ITB 1.1</b>	The name of the ICB is: CT P-3(R) - Civil, Building and Track Works Contract (Iqbalgarh - Vadodara Section of Dedicated Freight Corridor Project - Western Corridor Phase-1)  The identification numbers of other lots (contracts) related to the project are: <b>Combined Package 1: CT P-1 &amp; CTP-2:</b> Civil, Building and Track Works for Rewari – Iqbalgarh Section  <b>Pacakge - CTP-3A(R):</b> Special Steel Bridges across Rivers Mahi & Sabarmati <b>Package 4 - EM P-4:</b> Electrical and Mechanical Works for Rewari – Vadodra Section <b>Package 5 - ST P-5:</b> Signal and Telecommunication Works for Rewari – Vadodra Section <b>Package ST P-5A:</b> Train Protection and Warning System Rewari – JNPT Section <b>Package 6 - PE P-6:</b> Plant and Equipment Works <b>Package 7 - RS P-7:</b> Electric Locomotives and Maintenance Depot
<b>ITB 1.1</b>	Replace the words "Section VI, Works Requirements" with "Sections 8 and 9".
<b>ITB 2.1</b>	The Borrower is: the President of India
<b>ITB 2.1</b>	The amount of an ODA Loan is: Japanese Yen 90.262 billion (Loan Agreement N <sup>o</sup> : ID-P209 ) The signed date of the Loan Agreement is: 31 March 2010
<b>ITB 2.1</b>	The name of the project is: Dedicated Freight Corridor Project (Western Corridor Phase-1)
<b>ITB 3.2</b>	Replace Sub-Clause 15.6 of General Conditions by Sub-Clause 1.15 of Particular Condition"
<b>ITB 4.1</b>	<b>Replace ITB 4.1 with the following:</b> a) For the purpose of this Bid Document, the following definition shall apply: i) 'The 'Bidder' may be a collective single entity consisting of 'Prime Contractor' with its 'Sub-Contractors' and 'Sub-Consultants'. ii) 'Prime Contractor' may be a single entity or 'a joint venture or partner in JV' or 'association or its member' or 'consortium or its member' excluding 'sub-contractor(s)' & 'sub-consultant(s)' as evidenced by a firm agreement or under an existing/pre-existing agreement. iii) 'Partners': - Prime Contractor or in case where the Prime Contractor is a joint venture or association or consortium, 'Partners' would include all the constituent members of the joint venture or consortium or association.



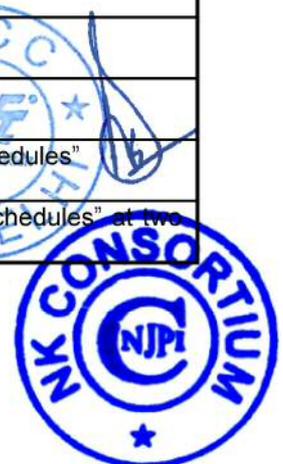
	<p>iv) 'Authorized Signatory': For the purpose of this Bid, the Authorized Signatory shall mean the person authorized to sign on behalf of Partner / Sub-contractor/ Sub consultant under a Power of Attorney and supported by a resolution from the respective Board of Directors.</p> <p>b) In case of joint venture, consortium or association, all the constituent members of joint venture, consortium or association shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms</p> <p>c) Lead partner shall represent all the partners of the joint venture / consortium or association in discharging the obligations of the joint venture, consortium or association. Accordingly the joint venture, consortium or association shall nominate one Representative from Lead partner, who shall have the authority to conduct all business for and on behalf of any and all the partners of the joint venture or consortium or association, during the bidding process, and in the event the joint venture or consortium or association is awarded the Contract, during contract execution. In this regard each of the joint venture or consortium or association Partners shall submit the Power of Attorney duly signed by their respective 'Authorized Signatory' along with the Technical Bid.</p> <p>d) The Power of Attorney, in respect of the 'Authorized Signatory' of the respective Partners duly supported by their respective Board Resolution shall also be submitted along with the Technical Bid.</p> <p>Alternatively a valid and current Power of Attorney to act on behalf of the company duly supported by authenticated evidence establishing the authority of the person issuing the said Power of Attorney is also acceptable. A Board Resolution is one way of validating such authenticity. Other valid &amp; authentic documentation confirming that the person issuing the Power of Attorney has the authority to do so, would also be acceptable.</p>
<p><b>ITB 4.2</b></p>	<p>Replace the words "Section V" with "Section 4".</p>
<p><b>ITB 4.3</b></p>	<p>Supplement the ITB 4.3 with the following:</p> <p>"The Bidder shall submit an undertaking from each of the Partners of JV/Consortium/ Association and Specialist Sub-Contractors/Sub-Consultants, duly signed by their respective Authorized Signatories, that they do not have any conflict of interest under the provisions of ITB 4.3"</p>
<p><b>ITB 4.6</b></p>	<p>"Bidding is through Post Qualification process as per the "Evaluation and Qualification Criteria" specified in Section 2".</p>
<p><b>ITB 4.7</b></p>	<p>Insert new clause ITB 4.7 as under:</p> <p>"The bidder shall be considered in-eligible if any of its Partners and / or Sub Contractors / Sub Consultants included in the Bid has been banned for business with Ministry of Railways along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site ( <a href="http://www.indianrailways.gov.in/railwayboard">http://www.indianrailways.gov.in/railwayboard</a> ) of Civil Engg. Directorate of Railway Board pertaining to Banning of Business, with the Banning being valid as on the last date of submission the Bid.</p> <p>The Bidder / each partner of the Joint Venture or Consortium including the proposed sub-contractors, sub-consultants shall submit an undertaking to this effect duly signed by their authorized signatory along with the Bid."</p>
<p><b>ITB 5.1</b></p>	<p>Replace the words "Section V" with "Section 4".</p>



<b>B. Contents of Bidding Documents</b>	
<b>ITB 6.1</b>	<p>Replace the ITB 6.1 with the following:                      “The Bidding Documents consist of Volumes I, II, III, IV and V which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>Volume I:</b>                      Section 1: Instructions to Bidders                      Section 2: Evaluation and Qualification Criteria                      Section 3: Bid Forms                      Section 4: List of Eligible Countries of Japanese ODA Loans                      Section 5: Conditions of Contract                      Section 6: Financial Submissions                      Section 7: Contract Forms</p> <p><b>Volume II:</b>                      Section 8: Employer’s Requirements</p> <p><b>Volume III:</b>                      Section 9: specifications</p> <p><b>Volume IV:</b>                      Section 10: Data Book</p> <p><b>Volume V:</b>                      Section 11: Reference Drawings</p>
<b>ITB 7.1</b>	<p>For <u>clarification purposes</u> only, the Employer’s address is:</p> <p>Attention: <b>Mr. Praveen Kumar</b>                      Floor/Room number: Room No. 505, 5th Floor,                      Pragati Maidan, Metro Station Building Complex, New Delhi,                      PIN Code: 110001                      Country: INDIA                      Telephone: +91-11-2337-9815                      Facsimile number: +91-11-2345-4701                      Electronic mail address: <a href="mailto:praveenkumar@dfcc.co.in">praveenkumar@dfcc.co.in</a></p> <p>Replace the words “In Writing” in the second line of First para of ITB 7.1 with the “by giving a written submission signed by Authorized Representative of the JV Consortium”. Add “no later than 10 days prior to deadline for submission of Bids” after the words “For clarification” in fifth line of Para 7.1.</p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: <b>03.07.2015</b>                      Time: <b>12:00 Hours</b>                      Place: <b>Office of:                      Dedicated Freight Corridor Corporation of India Limited,                      Conference Hall, Room No. 416, 4th Floor,                      Pragati Maidan, Metro Station Building Complex,                      New Delhi, India – 110001</b></p>
<b>ITB 7.6</b>	<p>It is proposed to intimate minutes of pre-bid meeting through e-mail to all the bidders and uploaded on DFCCIL website.</p>
<b>ITB 8.2</b>	<p>It is proposed to intimate addenda to bidding documents through e-mail to all the bidders and uploaded on DFCCIL website.</p>
<b>ITB 8.3</b>	<p>ITB 8.3 is replaced by the following:</p> <p>“To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for the submission of bids, pursuant to ITB 22.2”</p>



<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: English
<b>ITB 11.1</b>	Add the following at the end of this Sub-Clause.  “The Employer will provide a set of printed Bidding Documents containing all drawings and attachments along with a soft copy on CD [PDF Version]. The Bidder shall submit one original plus two (2) hard copies of its Technical Bid and Price Bid along with two (2) soft copies of Technical Bid Only on CD filling all the details asked for in the Bidding Documents without any change of the prescribed formats. In case there is discrepancy between a soft copy and hard copy signed by the Representative, the signed hard copy shall prevail.”
<b>ITB 11.2 (e)</b>	Add the following:  “The Bidder’s Technical Bid submission shall include the forms and documents as required in Section 2 & 3 of this Volume.”
<b>ITB 11.2 (g)</b>	Submission of firm JV/Consortium/Association Agreement <ul style="list-style-type: none"> <li>a) JV/Consortium/Association Agreement needs to specify the following: Identification of Lead Partner (from Japan) and endorsement about its having maximum financial stake amongst the other Partners.</li> <li>b) Total share of Japanese Partners being more than 50% of the Contract amount.</li> <li>c) joint and several liabilities of all the Partners</li> <li>d) JV/Consortium/Association Agreement required to be signed by Authorized Signatories of all the Partners.</li> </ul> Joint venture (JV)/Consortium or Association Agreement, shall clearly bring out the share and role of each Partner of the joint venture/ consortium or association. Submission of joint venture/consortium or association agreement is a mandatory requirement.  A format for JV/Consortium/Association Agreement is enclosed at Section –3 [Bid Forms].
<b>ITB 11.3 (b)</b>	Replace the words; “priced Bill of Quantities” with the words “Price Schedules”
<b>ITB 11.3 (e)</b>	The Bidder shall submit with its Price Bid the following additional documents: none
<b>ITB 11.4</b>	In this Sub-Clause delete the following: “Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement”
<b>ITB 12.1</b>	Replace the words “Bill of Quantities”, with the words “Price Schedules”  Replace the words “Section IV” with “Sections 3 (Bidding Forms) and 6 (Financial Submissions)”.
<b>ITB 13.1</b>	Alternative bids will not be permitted.
<b>ITB 13.2</b>	Alternative times for completion will not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions will not be permitted.
<b>ITB 14.1</b>	Replace the words “Bill of Quantities”, with the words; “Price Schedules”
<b>ITB 14.2</b>	Replace the words “Bill of Quantities”, with the words; “Price Schedules” at two places in this clause.



<b>ITB 14.5</b>	Replace the words “Section IV” with “Section 6 (Financial Submissions)”.
<b>ITB 14.7</b>	<p>The Value Added Tax will not be exempted for Contractors or suppliers.</p> <p>The Value Added Tax will be paid by the Contractor according to the conditions of Contract in reference to VAT.</p> <p>The corporation tax for the income from the Works will be paid by the Contractor. Such corporation tax is not exempted for the Contractors or suppliers.</p> <p>Import customs duties for all the items identified by the Contractor for import including 60 Kg/m Japanese Head Hardened Rails for main line and points and crossings) will be paid by the Contractor</p> <p>If under the Foreign Trade Policy of Government of India, supply of Goods to WDFC Project funded through JICA ODA Loan qualifies as “Deemed Exports” during execution of the Project, then Contractor shall be obliged to furnish all necessary documentation notified by Govt. of India as per procedure laid down under the Foreign Trade Policy, to the Employer, in order to enable the Employer to claim the duty draw back. Such Documentation would be required to be submitted along with each application of IPC, in case, Deemed Export benefit become available on JICA ODA Loan funded Projects.</p>
<b>ITB 15.1</b>	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>The prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies:</p> <ul style="list-style-type: none"> <li>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in Indian Rupee, and further referred to as “the local currency”; and</li> <li>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in Japanese Yen and any other tradable foreign currency not exceeding two .</li> </ul>
<b>ITB 15.2</b>	Replace the words “Section IV” with “Section 6”.
<b>ITB 16.1</b>	Replace the words “Section IV” with “Section 3”.
<b>ITB 17.1</b>	<p>Replace the ITB17.1 with the following</p> <ul style="list-style-type: none"> <li>a) In accordance with Section 2: Evaluation and Qualification Criteria and BDS (ITB 32.1), in order to establish that the Bidder meets the Qualification Criteria for the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section 3: Bid Forms.</li> <li>b) Bidder planning to subcontract key activities ‘Mechanized Track Laying’ and ‘Design’ as identified in Stage 3 of Section 2: Evaluation and Qualification Criteria, shall specify in the Letter of Technical Bid.</li> <li>c) Bidder shall clearly identify the proposed Specialist Sub-contractor(s) in Forms ELI 1.2 and EXP -3 in Section-3: Bid Forms. Such proposed Specialist Sub-contractor(s) shall meet the corresponding qualification requirements specified in Section 2: Evaluation and Qualification Criteria.</li> <li>d) Bidder shall also clearly identify the proposed Specialist Sub-design Consultant in Form ELI 1.2 and in Form EXP-4, (if required) in Section-3: Bid Forms, in respect of Design Experience. Such proposed Specialist Sub-design Consultant shall meet the corresponding qualification requirements specified in Section 2: Evaluation and Qualification Criteria”.</li> </ul>



- e) The Credentials of Associates, Parent Companies or Sister Companies shall not be considered unless they are part of Joint Venture/Consortium/Association.
- f) Both in case of 100% owned SPVs as well as subsidiaries, with respect to (a) Technology (b) Financials and (c) Intellectual Property Rights, the parent company can aggregate these for the purpose of qualification criteria so long as the parent company prepares a consolidated balance sheet that includes the financials of these subsidiaries and SPVs.
- g) However, this will not be permitted in case of qualification criteria sub-factor 2.5.3 of 'Stage 3 in Section 2 ie. Experience in key activities undertaken by subsidiaries (including 100% SPVs) will not qualify as experience of Parent Company unless the subsidiaries (including 100% SPVs) are also part of the Consortium/Joint Venture/Association.
- h) The Bidder shall submit an undertaking from each proposed Sub-contractor/Sub-consultant, indicating its willingness to associate with the Bidder as a Sub-contractor/Sub-consultant for the particular activity against which his credentials have been offered by the Bidder in the bid."
- i) **Rules for Rounding off Numerical Values:** While evaluating the quantitative credentials of the Bidder, the decimal values shall be rounded off to the next higher digit e.g. a figure of say 14.1 shall be rounded off to 15 for evaluation purpose.
- j) **Documentary Evidence / Client Certificates:**
1. "The Bidder shall also submit Documentary evidence / Client's Certificates in support of the Bidder's claim of the Experience (General and Specific) in respect of each contract as included in Section 3, Bid Forms. In case of the works / financial situations involving foreign currencies, the same shall be converted to USD by first converting it to Japanese Yen and then to USD by applying the foreign exchange rate as specified in Section 2: Evaluation and Qualification Criteria.
  2. The experience certificate issued by the Engineer acting on behalf of the Client shall also be considered provided the documentary evidence, establishing the appointment of the said Engineer by the Client is also submitted along with the experience certificate issued by the said Engineer. For establishing the identity of such Engineer, alternatively, a self-certification duly attested by Notary Public may also be furnished to establish that the said Engineer was appointed by the Client.
- 2.1 As a further alternative, in addition to the above, in case of PPP projects, the Concessionaire can give experience certificate to the Construction Contractor to which the execution work is subsequently awarded by the same Concessionaire. However such certificate will need to be countersigned by :
- a) The concerned Public Authority who has granted the concession, clearly indicating the name, designation and official address of the signing authority
- OR
- b) Independent Engineer appointed by the concerned Public Authority who has granted the concession clearly indicating the



name, designation and official address of the signing authority. The document(s) establishing the appointment of the said Independent Engineer shall also be required.

OR

2.2 Alternatively, the Bidder shall submit a notarized set of documents comprising of

a) A Self certification of the work undertaken, period of execution, quantities and money value

&

b) Completion Certificate by the Concessionaire / Contractor as the case may be, clearly indicating :

i) The subsequent award of work to the Bidder by Concessionaire / Contractor, as the case may be

ii) Name, scope of work, period of completion and total cost of work, subsequently awarded to the Bidder.

iii) Period of execution (from date of start of work – date of completion)

iv) Quantities of individual items in satisfaction of qualification criteria sub-factor 2.5.3 & 2.5.5 in 'Stage 3' of Section 2: Evaluation and Qualification Criteria, clearly indicating the monetary equivalent of execution of each of aforementioned items (as mentioned under qualification criteria sub-factor 2.5.3 & 2.5.5 in 'Stage 3' of Section 2: Evaluation and Qualification Criteria.

v) Total money paid to / received by the Bidder clearly indicating the revised value of the Contract

vi) A clear averment to the effect that whether the work was completed/Taken Over or substantially completed in light of qualification criteria sub-factor 2.5.2 & 2.5.4 in 'Stage 3' of Section 2: Evaluation and Qualification Criteria.

c) In case the option of Para 2.2 above is exercised by the Bidder, then a documentary evidence establishing the identity of the Concessionaire / Contractor either by the Public Authority or by Independent Engineer engaged by the Public Authority is also required

**Notes :**

1. The quantities executed by the Bidder during a calendar year / financial year shall be assessed on pro-rata basis for the period from commencement of the project to the date of the Bill

2. In case of any Bidder / Sub-contractor claims execution of certain work in order to fulfill eligibility criteria which has also been claimed by some other Bidder / Sub-contractor, that experience of work in question would not be aggregated while evaluating the eligibility of both the involved Bidders.

3. The Documentation / Information produced / furnished by Bidder / Partners / Sub-contractor / Sub-design Consultant shall be subject to verification by the Employer at any stage during the Bidding Process or during the Contract execution. In case of the incorrect certification / information being noticed during such verification, the Bidder/Contractor shall be disqualified or suitable action taken as per the extent Contractual Provisions, as the case may be.

In addition to the details submitted by the Bidder in Section 3: Bid Forms, the Bidder shall also prepare and submit a summary of his claimed experience vis-a-vis qualification criteria requirements, clearly explaining as to how the Bidder is meeting the qualification requirements in respect of each of the key activities. The suggested format for the same is as under:



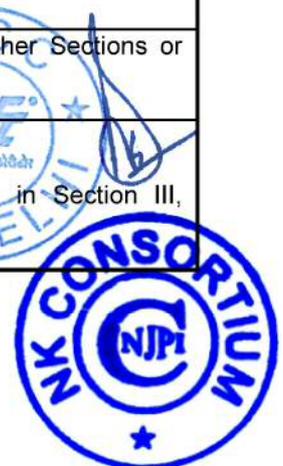
General Construction experience---- (2.5.1 of Stage 3 in Section 2)										
Sl. No.	Name of the Bidder /Partner	Name of the project	Role of the partner	Period	Reference page of the supporting document					
Specific Construction experience ---- (2.5.2 of Stage 3 in Section 2)										
Sl. No.	Name of the Bidder/ Partner	Name of the project	Role of the partner	Period	Contract amount (Million USD)	Field (Railways, Highways...)	Whether Substantially Completed / Taken over		Reference page of the supporting document	
Key Activity---- (2.5.3 to 2.5.5 of Stage 3 in section 2)										
Sl. No.	Name of the Bidder /Partner	Name of the project	Role of the partner	Period	Field (Railways, Highways..)	Whether Substantially Completed/ Taken over	Total quantity (of respective Key Activities)	% share in case of work executed as JV partner	Claim ed qty. (of respective Key Activities)	Referen ce page of the supporti ng docum ent
<b>ITB 18.1</b>	The bid validity period shall be 180 days.									
<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor: Not Applicable									
<b>ITB 18.3 (b)</b>	The fixed portion of the bid price shall be adjusted by the following factor: Not Applicable									
<b>ITB 19.1</b>	A bid security: US\$ 5,000,000 (Five million only) or equivalent in Indian Rupees using the Reference Rate published by Reserve Bank of India (RBI) as on 06.08.2015.  In case the RBI Reference Rate as on the specified date is not available, the RBI Reference Rate available as on the next working day shall be considered.									
<b>ITB 19.2</b>	Replace the words "Section IV" with "Section 3: Bid Forms".									
<b>ITB 19.2 (d)</b>	Other types of acceptable securities: none									
<b>ITB 19.4</b>	This Sub-Clause shall be deleted entirely.									
<b>ITB 19.7</b>	Replace ITB 19.7 with the following:  "The bid security of JV / Consortium shall be a single instrument and shall be in the name of JV / Consortium that submits the Bid or from the Lead Partner as named in the JV / Consortium Agreement submitted along with the Bid in accordance with ITB 11.4  Beneficiary of the Bid Security shall be <u>Dedicated Freight Corridor Corporation of India Ltd.</u> "									
<b>ITB 20.1</b>	Submission of Bid: One original and two (2) copies in English version plus two soft copies on CD of Technical Bid only.									



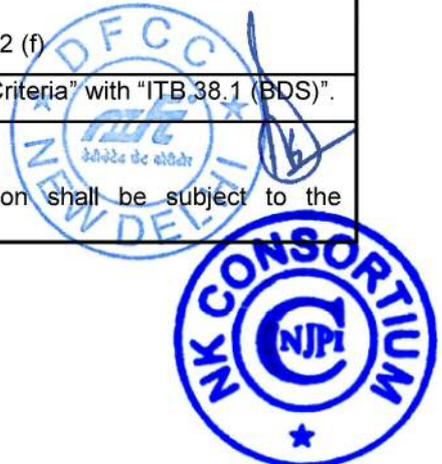
	Replace the words; “In the event of any discrepancy between the original and the copies, the original shall prevail.” by the words “In the event of any discrepancy between the original, the copies and the documents on the CD, the signed original shall prevail.”
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney of the person signing the bid certified by notary public. All the pages of the Bid shall be initialed by the Authorized Signatory, stamped, serially numbered, indexed and bound. All the documents pertaining to the information and experience, as claimed by the Bidder, shall also be signed by the Authorized Signatory of the respective Partners/ Specialist Sub-Contractor/ Specialist Sub Design Consultant to whom the information and claimed experience actually belongs to.
<b>ITB 20.5</b>	Add the following new clause ITB 20.5, after ITB 20.4 “All the pages of the Bid Documents including Addendum and Corrigendum shall be returned duly signed and stamped by the Authorized Signatory, certifying their acceptance by the Bidder.”
<b>D. Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	The Bidder shall seal the original and each copy of the Technical and Price Bid in separate envelopes or parcel wrappings duly marking each outer and inner envelopes wrapping as “ORIGINAL” and “FIRST COPY” and “SECOND COPY”, as appropriate.  The Bidders’ name or address and other means of identifying the Bidder shall appear on the outer envelope or parcel wrapping.
<b>ITB 21.2</b>	All outer envelopes or parcel wrappings shall (a) be addressed to the Employer at the following address: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p style="text-align: center;"><b>Dedicated Freight Corridor Project (Western Corridor Phase-1)                      Package - CT P-3 (R): Civil, Building and Track Works for Iqbalgarh -                      Vadodara Section</b></p> <p>Attention: Mr. Praveen Kumar                      Floor/Room number: Room No. 505, 5th Floor,                      Pragati Maidan, Metro Station Building Complex, City: New Delhi                      PIN Code: 110001,                      Country: INDIA</p> </div> and (b) bear the following identification: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p style="text-align: center;"><b>Dedicated Freight Corridor Project (Western Corridor Phase-1)                      Package - CT P-3 (R): Civil, Building and Track Works for Iqbalgarh -                      Vadodara Section</b></p> <p style="text-align: center;">*(1) ORIGINAL</p> <p style="text-align: center;">*(2) VOLUME ___ OF ___</p> <p style="text-align: center;">DO NOT OPEN BEFORE *(3) .....</p> </div> <p>*(1) Insert “ORIGINAL”, “FIRST” or “SECOND” as appropriate                      *(2) Insert Volume No. and Total number of Volumes as appropriate                      *(3) Insert the latest time and date of Bid Opening stated in the Invitation to Bid</p> Separate inner envelopes (or wrapping) shall be provided for each of the following and each bearing the following identification.



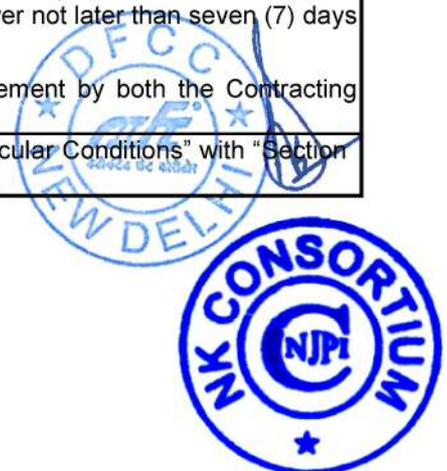
	<p align="center"><b>Dedicated Freight Corridor Project (Western Corridor Phase-1)                  Package - CT P-3 (R): Civil, Building and Track Works for Iqbalgarh -                  Vadodara Section</b></p> <p align="center">*(1) <b>GROUP I DOCUMENTS</b></p> <p align="center">*(2) <b>ORIGINAL</b></p> <p align="center">*(3) <b>VOLUME ___ OF ___</b></p> <p align="center">*(4) <b>FROM: _____</b>  <b>ADDRESS: _____</b></p> <p>*(1) Insert "GROUP I DOCUMENTS" as appropriate by reference to Clause 11.2. Those documents shall comprise of A to D of Bid Forms in Section 3.</p> <p>*(2) Insert "ORIGINAL", "FIRST" or "SECOND" as appropriate</p> <p>*(3) Insert Volume No. and Total number of Volumes as appropriate</p> <p>*(4) Insert the Bidders Name and Address.</p> <p>Separate inner envelopes (or wrapping) shall be provided for each of the following and each bearing the following identification:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p align="center"><b>Dedicated Freight Corridor Project (Western Corridor Phase-1)                      Package - CT P-3(R): Civil, Building and Track Works for Iqbalgarh -                      Vadodara Section</b></p> <p align="center">*(1) <b>GROUP II DOCUMENTS</b></p> <p align="center">*(2) <b>ORIGINAL</b></p> <p align="center">*(3) <b>VOLUME ___ OF ___</b></p> <p align="center">*(4) <b>FROM: _____</b>  <b>ADDRESS: _____</b></p> </div> <p>*(1) Insert "GROUP II DOCUMENTS" as appropriate by reference to Clause 11.3. Those documents shall comprise of Financial Submissions in Section 6.</p> <p>*(2) Insert "ORIGINAL", "FIRST" or "SECOND" as appropriate</p> <p>*(3) Insert Volume No. and Total number of Volumes as appropriate</p> <p>*(4) Insert the Bidders Name and Address.</p>
<p><b>ITB 22.1</b></p>	<p><b>The deadline for bid submission is:</b></p> <p>Date and Time specified in the Invitation for Bids</p>
<p><b>ITB 25.1</b></p>	<p>The bid opening shall take place at the time, date and place indicated in the Invitation for Bids.</p>
<p><b>E. Evaluation, and Comparison of Bids</b></p>	
<p><b>ITB 30.3</b></p>	<p>Replace the words "Section VI, Works Requirements" with "other Sections or Volumes".</p>
<p><b>ITB 31.3</b></p>	<p>Delete the last sentence of ITB 31.3 Viz.</p> <p>"The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria"</p>



<p><b>ITB 32.1</b></p>	<p>Replace the ITB 32.1 with the following:</p> <p>“The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether the Bidder meets the qualifying criteria specified in Section 2, Evaluation and Qualification Criteria.</p> <p>The Employer shall not consider qualification of any bidder by omitting any ineligible Partner/Sub-contractor/Sub-design consultant, included in the Bid.</p> <p>In case the bidder is planning to subcontract the Specific Construction Key Activities i.e. Mechanized Track Laying and/or Design Work (as specified in the Stage 3 of Section 2), the bidder shall submit their Bid with:</p> <p>(i) Only one Specialist Sub-contractor for Mechanized Track Laying;                  (ii) Only one Specialist Sub-design consultant for Design Works specified in Stage 3 of Section 2.</p> <p>In case of a Bidder who has been awarded the work of Combined Package CT P-1&amp;2 (of WDFC Phase I) and/or Package CT P-11 and/or CT P-12 and/or CT P-13 (of WDFC Phase II), the Bidder would be required to meet the aggregated eligibility criteria specified in para 3.2 and 4.2(b) of ‘Section III: Qualification Criteria and Requirements’ of PQ Documents for CT P-1&amp;2 and/or CT P-11 and/or CT P-12 and/or CT P-13 and as specified under ‘sub-factor 2.3.2: Average Annual Construction Turnover’ &amp; ‘sub-factor 2.5.3: Specific Construction Experience for Key Activities’ in Section 2 of this Bid Document for CT P-3(R), as the case may be, at the time of submission of Bid for this Package.”</p>
<p><b>ITB 34.1</b></p>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is:  <b>Japanese Yen</b></p> <p>The source of exchange rate shall be as per: <b>Reserve Bank of India</b></p> <p>The date for exchange rate shall be: as on twenty eight (28) days before the latest formally required date of Bid submission. In case the RBI Reference Rate as on the specified date is not available, the RBI Reference Rate available as on the next working day shall be considered.</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable to the single currency identified above at the Reference Rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p>The conversion factors, derived from RBI announced Reference Rates for converting various currencies of Bid to Japanese Yen with values up to 4 figures after decimal shall be used.</p>
<p><b>ITB 35.2</b></p>	<p>Delete the sub Clause 35.2.a and replace it with the following:</p> <p>“The Bid price as mentioned under item no-(c) of Letter of Price bid, appended in Section-6 (Financial submission).”</p> <p>Replace the “Section III” with “Section 2” in ITB 35.2 (f)</p>
<p><b>ITB 35.4</b></p>	<p>Replace “Section III, Evaluation and Qualification Criteria” with “ITB 38.1 (BDS)”.</p>
<p><b>ITB 38.1</b></p>	<p>Supplement this Sub-Clause with the following:</p> <p>“The Employer’s evaluation and recommendation shall be subject to the concurrence of JICA.”</p>



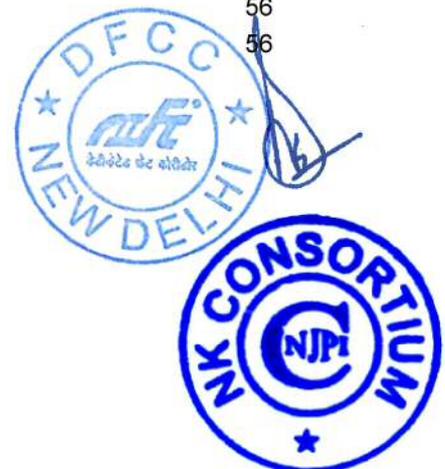
<b>ITB 39.1</b>	<p>Replace the ITB 39.1 with the following:</p> <p>“Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been provisionally accepted. The provisional notification letter shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein during the defect notification period as prescribed by the Contract. The issue of provisional acceptance shall be without any liability on the Employer unless the Contract is signed between the Employer and the Contractor and the same is concurred by JICA as described below.”</p>
<b>ITB 39.2</b>	<p>Replace the ITB 39.2 with the following:</p> <p>“Until a formal contract is prepared and executed, the provisional notification of award shall constitute a binding Contract.</p> <p>The Contract Agreement entered into between the Employer and the Contractor shall become effective upon the date that the Employer has received relevant concurrence from JICA.</p> <p>Upon the Contract Agreement becoming effective, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful, informing in writing the grounds on which its bid was not selected and their Bid Security will be returned as promptly.”</p>
<b>ITB 39.3</b>	<p>Delete the whole clause ITB 39.3</p>
<b>ITB 40. 1</b>	<p>Replace the ITB 40.1 with the following:</p> <p>“The Contract Agreement shall be made in accordance with Sub-Clause 1.6 of General Conditions in Section 5: Conditions of Contract. The signing of the Contract Agreement shall occur only after the Bidder has provided a Performance Security complying with the requirements of the following ITB Clauses 41. After signing the Contract Agreement, the Employer shall submit it to JICA for concurrence. The signed Contract Agreement shall therefore be conditional and subject to the Employer receiving the concurrence of JICA. In the event that JICA refuse to give their concurrence, the signed Contract Agreement shall be cancelled.</p> <p>Pursuant to receipt of JICA’s concurrence to signed Contract Agreement, the following information may be made public by JICA.</p> <ul style="list-style-type: none"> <li>(i) names of all Bidders;</li> <li>(ii) their bid prices;</li> <li>(iii) name and address fo successful Bidder concerning the award of contract;</li> <li>(iv) name and address of supplier; and</li> <li>(v) award date and amount of the contract.” </li></ul>
<b>ITB 40.2</b>	<p>Replace the ITB 40.2 with the following:</p> <p>“Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p> <p>In case that the successful Bidder considers that they will not be able to sign, date, and return the Contract Agreement to the Employer, the successful Bidder shall inform possible date to return it to the Employer not later than seven (7) days prior to the time limit.</p> <p>The modified time limit shall be subject to agreement by both the Contracting Parties.”</p>
<b>ITB 41.1</b>	<p>Replace the words “Section IX, Annex to the Particular Conditions” with “Section 7, Contract Forms”.</p>



## Section 2: EVALUATION AND QUALIFICATION CRITERIA

### TABLE OF CONTENTS

<b>A.</b>	<b>GENERAL PROVISIONS</b>	<b>36</b>
A.1	Evaluation Sequence	36
A.2	Clarification of Bids	36
A.3	Employer's Rights	36
A.4	Bid Forms	37
<b>1.00</b>	<b>STAGE 1: EVALUATION OF ADMINISTRATION REQUIREMENTS</b>	<b>38</b>
1.1	General	38
1.2	Result of Evaluation	38
<b>2.00</b>	<b>STAGE 2: EVALUATION OF COMPLIANCE AND RESPONSIVENESS</b>	<b>39</b>
2.1	General	39
2.2	Result of Evaluation	39
<b>3.00</b>	<b>STAGE 3: EVALUATION OF COMPLIANCE WITH THE QUALIFICATION REQUIREMENTS</b>	<b>40</b>
3.1	General	40
3.2	Check Items	45
3.3	Result of Evaluation	45
<b>4.00</b>	<b>STAGE 4: TECHNICAL EVALUATION</b>	<b>46</b>
4.1	Procedure for Technical Evaluation	46
4.2	Result of Evaluation	46
4.3	Evaluation of General Execution Scheme	47
4.4	Evaluation of Layout Plan of Contractor's Camp and Site Offices and Stockyards and Storages etc.	48
4.5	Evaluation of Basic Programme for the Works	49
4.6	Evaluation of Organisation Charts and Manning Schedule	50
4.7	Evaluation of Key Personnel	51
4.8	Evaluation of Technical Particulars	52
4.9	Evaluation of Proposed Contractor's Equipment	53
<b>5.00</b>	<b>STAGE 5: FINANCIAL EVALUATION</b>	<b>54</b>
5.1	General	54
5.2	Part 1: Evaluation of Compliance and Responsiveness	54
5.3	Part 2: Detailed Financial Evaluation	54
5.4	Arithmetical Checking and Correction	54
5.5	Conversion to a single currency and comparison	54
5.6	Check of an Unbalanced Bid	55
5.7	Review of Other Financial Aspects	55
<b>6.00</b>	<b>AWARD OF CONTRACT</b>	<b>56</b>
6.1	Contract Negotiation	56
6.2	Acceptance of Bid	56



## BID EVALUATION PROCEDURE AND QUALIFICATION CRITERIA

### A. GENERAL PROVISIONS

#### A.1 Evaluation Sequence

- a) Bids will be evaluated through the following five stages:
  - i) Stage 1: Evaluation of Administrative Requirements
  - ii) Stage 2: Evaluation of Compliance and Responsiveness
  - iii) Stage 3: Evaluation of Compliance with the Qualification Requirements
  - iv) Stage 4: Technical Evaluation
  - v) Stage 5: Financial Evaluation

#### A.2 Clarification of Bids

- a) The Employer may request clarification of any Bid in accordance with the provisions of the Bid Documents (Volume I, Section 1: Instructions to Bidders, Clause 27).
- b) If clarification is required, the Employer will send written (or faxed) requests to the official /local representative of the Bidder concerned for clarification, specifying the deadline for receipt of reply. Replies will generally be required within a maximum of seven (7) days.
- c) Answers to the above requests shall be solely to clarify and/or elaborate the items already included in the submitted Bids for the purpose of evaluation. Answers shall not change the price or substance of the Bids. Any information or documents provided in the answers that are deemed as constituting a change to the price or substance will not be considered by the Employer and may provide grounds for rejection of Bid.

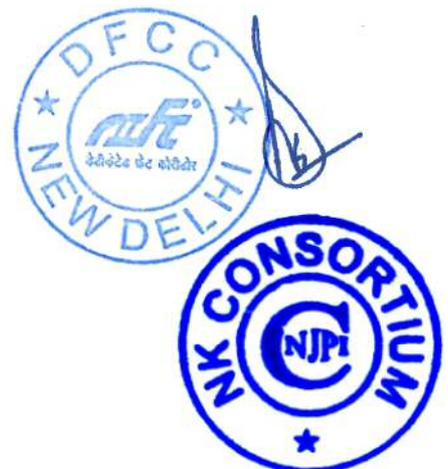
#### A.3 Employer's Rights

- a) Further to the provisions of Instructions to Bidders, Clause 32:
  - i) The Employer further reserves the right to accept or reject any variation, deviation or discount. Variations, deviations or other factors which are in excess of the requirements of the Bid Documents or otherwise result in the accrual of unsolicited benefits to the Employer will not be taken into account in Bid evaluation, and
  - ii) The Employer reserves the right to waive minor deviations if, in the opinion of the Employer they do not materially affect the capability of a Contractor to perform the Contract satisfactorily.
- b) The above factors shall be taken into account in determining the meaning of "substantial" within the context of the JICA Guidelines and this Bid Evaluation Procedure.
- c) In overall bid evaluation for Civil, Building and Track Works Package CT P-3(R), following weightages will be considered in the rating;
  - i) General Execution Scheme: 12 %
  - ii) Layout Plan of Contractor's Site Installations: 5%
  - iii) Basic Programme for the Works: 20 %
  - iv) Organization Charts and Manning Schedule: 10%
  - v) Proposed Key Personnel: 15%
  - vi) Proposed Contractor's Design: 20%
  - vii) Proposed Contractor's Equipment: 18%



#### A.4 Bid Forms

- a) Bidders should note that the information required to be inserted into the Bid Forms shall be comprehensive and detailed. The Bid Evaluation will be completed within a restricted period and the absolute detail of all data on all submitted Forms will not be completely reviewed during this evaluation. Accordingly, and as the Bid Forms will form part of the Contract, any future use of the data on these Forms shall be subject to the Employer's and Engineer's future review, acceptance or correction during the Time for Completion as and when any such data may be used for the purposes of the Contract.
- b) Evaluation will be undertaken by the Employer with the assistance of the Engineer based upon the information submitted by the Bidders in response to the requirements of the Bid Documents.
- c) All Forms contained in the Bid Documents must be fully and properly completed and all must be returned, as they will be reviewed exactly as submitted and errors or omissions will be counted against the Bidder.
- d) Any Bidder who is found to have intentionally submitted false or inaccurate statements/information shall be disqualified from the Bid process, and may also be disqualified from future projects of the Employer.



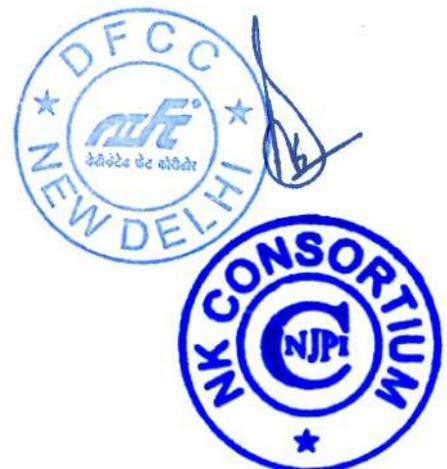
**1.00 STAGE 1: EVALUATION OF ADMINISTRATIVE REQUIREMENTS**

**1.1 General**

- a) The Stage 1 Evaluation will consist of checking the Bids to confirm whether they are substantially responsive to the administrative requirements of the Bid Documents).
- b) The following Administrative Items will be checked:
  - i) Evidence of payment for 'cost of bidding documents'
  - ii) The power of attorney for the Bid signatory is in the correct form and properly notarised
  - iii) All Bid Forms have been stamped
  - iv) All pages of Bid are initialled and numbered
  - v) All pages are returned
  - vi) All insertions are provided
  - vii) Any alterations are initialled
  - viii) The required number of copies of the Bid have been submitted
  - ix) All copies are correct

**1.2 Result of Evaluation**

- a) Subject to the requirements of Clause A.3 of these Bid Evaluation Procedures, any deficiency found in the evaluation of the above items shall be clarified by the Employer and corrected by the Bidder in accordance with Clause A.3 of these Procedures. No material alteration shall be made to the Bid in rectifying the deficiency.
- b) In case the Bidder does not respond in an acceptable manner to the request for Clarification, the Bid will be considered as not substantially responsive, will be rejected at this Stage and will not be subjected to any further evaluation.
- c) All Bids which have passed this Stage of the Evaluation will proceed to the next Stage.



## **2.00 STAGE 2: EVALUATION OF COMPLIANCE AND RESPONSIVENESS**

### **2.1 General**

- a) The Stage 2 Evaluation will consist of checking the Bids to confirm whether they are substantially responsive to the requirements of the Bid Documents.
- b) This Stage of the evaluation shall be on a “Pass” or “Fail” basis. Each of the items listed below will be checked and if any item is evaluated to “Fail” then the entire Bid will be failed under this Stage of the evaluation.
- c) A “substantially responsive” Bid is one which conforms to all the terms, conditions and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one:
  - i) which affects in any substantial way the scope, quality or performance of the Works;
  - ii) which limits in any substantial way, inconsistent with the Bid Documents, the Employer’s rights or the Bidder’s obligations under the Contract; or
  - iii) whose rectification would affect unfairly the competitive position of other Bidders presenting fully responsive Bids.
- d) If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- e) The following items will be checked:
  - i) The Bid Security is in the correct form, of the required amount and validity period, issued by a reputable bank and properly signed
  - ii) The Bidder and/or JV/Consortium Information Sheets (Forms ELI-1.1&1.2, including JV/Consortium Agreement, Letter of Participation and Undertaking from each subcontractor/sub consultant for willingness to associate with JV/Association/Consortium) are in the correct form, signatures and powers of attorney are acceptable and properly notarised.
  - iii) All other Bid Forms have not been altered and are all signed.
  - iv) All relevant Addenda have been complied with
  - v) One Bid per Bidder

### **2.2 Result of Evaluation**

- a) Subject to Clause A.3 of these Bid Evaluation Procedures, any Bid that is evaluated to “Fail” on any one of the requirements of the above items will be considered as not substantially responsive, will be rejected at this Stage and will not be subjected to any further evaluation.
- b) All Bids which have passed this Stage of the Evaluation will proceed to the next Stage.



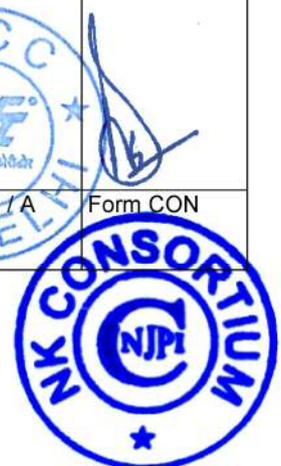
### 3.00 STAGE 3: EVALUATION OF COMPLIANCE WITH THE QUALIFICATION REQUIREMENTS

#### 3.1 General

- a) Bids which have passed the Stage 1 and Stage 2 Evaluations will be reviewed to ascertain whether the Bid continues to comply with ALL of the Minimum Requirements as stipulated hereunder:
- b) Evaluation of each item will be made on a Pass or Fail Basis.
- c) If, following this Stage 3 review, a Bidder has failed to comply with any item, the Bid will fail the Evaluation at this Stage.

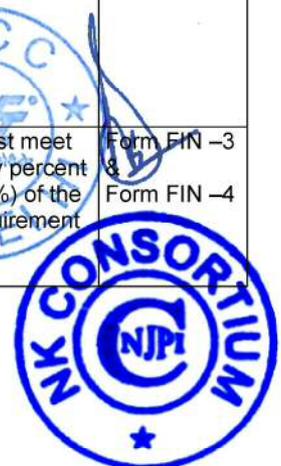
Factor Sub-Factor	2.1 Eligibility						Documentation Required
	Requirement	Criteria					
		Single Entity	Bidder			At least one partner	
			All partners combined	Each partner			
2.1.1 Nationality	Nationality in accordance with ITB 4.2	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Form ELI –1 and 2, with attachments	
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Letter of Technical Bid	
2.1.3 JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.4.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Letter of Technical Bid	
2.1.4 Banning of Business with MOR	Not having been banned for business with Ministry of Railways along with any of its attached and subordinate offices <b>Source :</b> indianrailways.gov.in/railwayboard	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Undertaking as specified in ITB 4.7 (BDS)	

Factor Sub-Factor	2.2 Historical Contract Non-Performance						Documentation Required
	Requirement	Criteria					
		Single Entity	Bidder			At least one partner	
			All partners combined	Each partner			
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last two (2) years prior to the deadline for Bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to JVA	N / A	Must meet requirement by itself or as partner to JVA	N / A	Form CON	
2.2.2 Pending Litigation	All pending litigation including arbitration shall in total not represent more	Must meet requirement by itself or as	N / A	Must meet requirement by itself or as	N / A	Form CON	



including Arbitration	than fifty percent (50%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	partner to JVA		partner to JVA		
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Factor	2.3 Financial Situation					Documentation Required
	Sub-Factor	Requirement	Criteria			
			Single Entity	Bidder		
All partners combined				Each partner	At least one partner	
2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last five (5) years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive for total of last five (5) years. (Note that the total liabilities include Long-Term and Short Term Liabilities)	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN –1 with attachments
2.3.2 Average Annual Construction Turnover	Minimum average annual construction turnover of 300 million <sup>1</sup> USD, calculated as total certified payments received for contracts in progress or completed, within the last five (5) years.  <b>Note :</b> For average annual construction turnover, the turnover related to all activities consisting of building/ assembling/ erection of physical assets, transportation infrastructure, manufacturing plants, pipe lines, power projects, transmission lines, steel structure, railway project, refineries etc. shall be considered.	Must meet requirement	Must meet requirement	Must meet Twenty-five percent (25%) of the requirement	Must meet Forty percent (40%) of the requirement t	Form FIN –2
2.3.3 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of	Must meet requirement	Must meet requirement	Must meet Twenty-five percent (25%) of the requirement	Must meet Forty percent (40%) of the requirement	Form FIN –3 & Form FIN –4



	credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: 65 Million USD and (ii) the overall cash flow requirements for this contract and its current commitments.					
2.3.4 JICA Guidelines	Bidder is to confirm compliance with JICA Guidelines for Procurement of Japanese ODA Loans.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form FIN - 5

**Note:**

1. 2.3.2 Average Annual Construction Turnover:

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015 irrespective of the due date for submission of Bid. In case the exchange rate for conversion as on the specified date is not available, the exchange rate available as on the next working day shall be considered. The bidder shall also submit the documentary evidence in respect of the same.

2. The bidder shall also attach the backup calculations in respect of each of the figures for Forms FIN-1, FIN-2 & FIN-3, duly referenced to the figures of Audited Financial Statements/Balance Sheets and certified by Statutory Auditor.

Factor Sub-Factor	2.4 JV Requirements					
	Requirement	Single Entity	Criteria			Documentation Required
			Joint Venture or Consortium			
			All Partners Combined	Each Partner	Lead Partner	
2.4.1 Identification of Lead Partner	Lead Partner shall be national of Japan or juridical persons incorporated and registered in Japan	Must Meet requirement	N/A	N/A	Must Meet requirement	JV/ Consortium/ Association Agreement
2.4.2 Lead Partner to have maximum financial stake	Japanese Lead Partner shall have maximum financial stake amongst the other partners.	N/A	N / A	N / A	Must meet requirement	JV/Consortium/ Association Agreement
2.4.3 Joint & Several Liability for execution of the Contract	All Partners to be Jointly & Severally liable for execution of the Contract.	N/A	N / A	Must meet requirement	N / A	JV/Consortium/ Association Agreement
2.4.4 Share of Partners in JV	Total Share of work of Japanese Partners to be > 50% of the Contract Price.	N/A	N / A	N/A	Lead Partner or all the Japanese Partners combined must meet requirement	JV/Consortium/ Association Agreement
2.4.5 JV/ Consortium/ Association Agreement	All Partners to sign JV /Consortium/ Association Agreement	N/A	N / A	Must meet requirement	N/A	JV/ Consortium/ Association Agreement



Factor	2.5 Experience						
	Sub-Factor	Requirement	Single Entity	Criteria			Documentation Required
				Joint Venture or Consortium			
			All Partners Combined	Each Partner	At Least One Partner		
2.5.1 General Construction Experience	Experience under construction contracts in the role of contractor, management contractor <sup>1</sup> , or subcontractor, for at least the last <b>five (5) years</b> prior to the application submission deadline, and with <b>activity in at least nine (9) months in each year.</b>	Must meet requirement	Must meet requirement (for any year any partner to meet the requirement)	N/A	N/A	Form EXP – 1 With project description sheets including major work quantities	
2.5.2 Specific Construction Experience	Experience exclusively in the role of Single entity (a Prime Contractor) or Partner in existing or past JV “, in at least a) Two (2) contracts of 150 million US\$ each or b) Three (3 ) contracts of 100 million US\$ each  within the last ten (10) years, (prior to the application submission deadline) that have been Substantially Completed or have received Taking-over Certificate for whole of the Works as the result of successfully and substantially completed and that are similar to the proposed Works. The project shall be considered to have been Substantially Completed if the Bidder has received payment against the work done to the extent of 90% or more of the contract value. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Scope of Works.  The Works pertaining to Railways, Highways, Sea/Air Ports, Dams/ Hydroelectric Power Projects (HPP), and Irrigation Projects shall only be considered. In addition to the above, the Building Works executed in Thermal Power Projects, Heavy Industries, Refineries shall also be considered.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 2 With project description sheets including major work quantities	
2.5.3 Specific Construction Experience for Key Activities	For the above or other contracts executed during the period stipulated in 2.5.2 above, a construction experience, as prime contractor, management contractor, or subcontractor, in the following key activities:  (1) minimum 9 x 10 <sup>6</sup> cu.m of earthfill in any one year (Calendar Year or Financial Year) (2) minimum 175,000 cu.m concrete of bridges/ flyover/ culverts in any one year	Must meet requirements (can be a specialist subcontractor for track laying in which case the requirement to be met with by one single specialized Sub	Must meet requirements (can be a specialist subcontractor for track laying in which case the requirement to be met with by one single specialized Sub	N/A	N/A	Form EXP – 3 With project description sheets including major work quantities	



	(Calendar Year or Financial Year ) (3) Building having total floor area of minimum 14,000 sqm in any one year (Calendar Year or Financial Year ) (4) Minimum 110 km of mechanized track laying <sup>2</sup> in any one year (Calendar Year or Financial Year )	Contractor)	Contractor)			
2.5.4 Similar Design Experience	Experience exclusively in the role of prime contractor, subcontractor, design consultant or sub-design consultant, in at least two (2) design contracts of not less than US\$ 650,000 each within the last ten (10) years, that have been Substantially Completed or have received Taking-over Certificate for whole of the Works as the result of successfully and substantially completed and that are similar to the proposed Works. The project shall be considered to have been Substantially Completed if the Bidder has received payment against the work done to the extent of 90% or more of the contract value The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Scope of Works. The Works pertaining to Railways, Highways, Sea/Air Ports, Dams/ Hydroelectric Power Projects (HPP), and Irrigation Projects shall only be considered. In addition to the above, the Building Works executed in Thermal Power Projects, Heavy Industries, Refineries shall also be considered.	Must meet requirement (can be a specialist sub-design consultant)	Must meet requirement (can be a specialist sub-design consultant)	N/A	N/A	Form EXP – 4 With project description sheets including major work quantities
2.5.5 Specific Design Experience	For the above or other similar contracts executed during the period stipulated in 2.5.4 above, a minimum design experience in the following key activities: (1) Should have designed Railway / Highway alignment, embankment in similar nature (physical size, complexity and method forms (2) Should have designed at least 5 major bridges / Flyovers / ROBs / RUBs of similar nature as proposed.	Must meet requirements (can be a specialist sub-design consultant)	Must meet requirements (can be a specialist sub-design consultant)	N/A	N/A	Form EXP – 5 With project description sheets including major work quantities

Notes:

1. 2.5.1: General Construction Experience

A management contractor is a firm which takes on the role of contract management as a "general" contractor of sort could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.

2. 2.5.3: Specific Construction Experience

Mechanized Track Laying means: "Laying or relaying of rail panels of 260 meters or more welded by mobile / stationery / flash butt welding plant under control conditions in depots. Track Linking by use of portals, cranes, rail threader, track laying machines and use of tamping machines, dynamic track stabilizers, shoulder ballast compactors for making track fit for traffic movement.



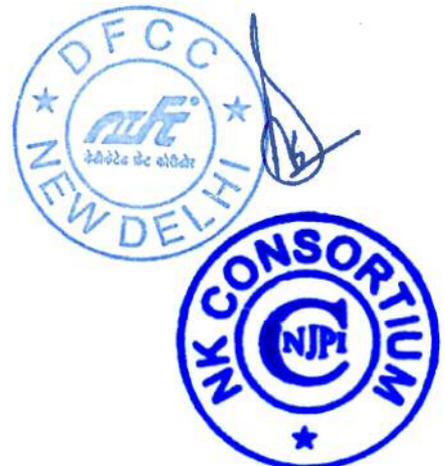
3. The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015 irrespective of the due date for submission of Bid. In case the exchange rate for conversion as on the specified date is not available, the exchange rate available as on the next working day shall be considered.

### 3.2 Check Items

- (a) Eligibility
- (i) Form ELI-1.1 – Bidder's Information Form
  - (ii) Form ELI-1.2 – Bidder's Partner Information Form
  - (iii) Letter of Technical Bid
  - (iv) No Conflict of Interest
  - (v) JICA Ineligibility
  - (vi) Undertaking for No Banning of Business with MOR
- (b) Historical Contract Non-Performance:
- (i) Form CON – Historical Contract Non-Performance
  - (ii) Form CON – Pending Litigation/Arbitration
- (c) Financial Situation:
- (i) Form FIN-1 – Financial Situation
  - (ii) Form FIN-2 – Average Annual Construction Turnover
  - (iii) Form FIN-3 – Financial Resources
  - (iv) Form FIN-4 – Current Contract Commitments/Works in Progress
  - (v) Form FIN-5 – Acknowledgement of Compliance with Guideline for Procurement under Japanese ODA Loans
- (d) JV Requirements
- (i) Lead Partner to be from Japan and have Maximum Financial Stake
  - (ii) Joint and Several Liability
  - (iii) Share of Work of Japanese Partners to be more than 50%
  - (iv) JV/Consortium Agreement
  - (v) Pro-forma Letter of Participation from Each Member of JV/Consortium
- (e) Experience
- (i) Form EXP-1: General Construction Experience
  - (ii) Form EXP-2: Specific Construction Experience
  - (iii) Form EXP-3: Specific Construction Experience in Key Activities
  - (iv) Form EXP-4: Similar Design Experience
  - (v) Form EXP-5: Specific Design Experience

### 3.3 Result of Evaluation

- a) All Bids which have passed this Stage of the Evaluation will be deemed to be qualified for execution of the Works and their Bid submission will proceed for evaluation at the next Stage.



**4.00 STAGE 4: TECHNICAL EVALUATION**

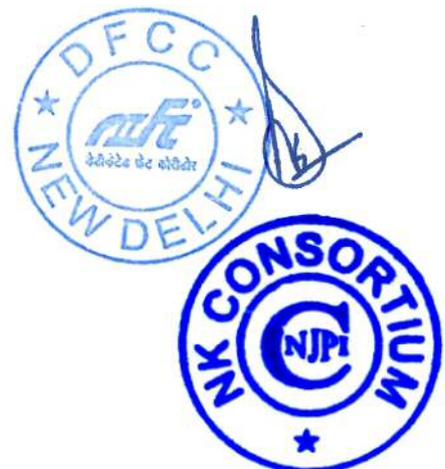
**4.1 Procedure for Technical Evaluation**

- a) The Stage 4 Evaluation will consist of checking the technical aspects of the Bids to confirm whether they substantially conform to the requirements of the Bid Documents.
- b) This Stage shall be evaluated on an entire “Pass” or “Fail” basis.
- c) In order to determine whether the Bid substantially conforms to the technical requirements of the Bid Documents, each of the seven (7) Technical Evaluation items listed below, will be checked and each will be evaluated on the basis of the criteria stated herein.
- d) This criteria is not a “merit points system” but simply a basis for determining an entire “Pass” or a “Fail” of this Stage of the Evaluation. To achieve a “Pass” of this Stage, Bidders must achieve a total score for this Stage of at least 70 points.
- e) Bidders must also achieve a score for each item of at least 50% of the available points.

Technical Evaluation Items		Available Points
1	General Execution Scheme	12
2	Layout Plan of Contractor’s Site Installations	5
3	Basic Programme for the Works	20
4	Organization Charts and Manning Schedule	10
5	Proposed Key Personnel	15
6	Technical Particulars	20
7	Proposed Contractor’s Equipment	18
<b>Total</b>		100

**4.2 Result of Evaluation**

- a) Subject to Clause A.3 of these Bid Evaluation Procedures, any Bid that is evaluated to “Fail”, as determined above, will be considered as not substantially conforming to the requirements of the Bid Documents, will be rejected at this Stage, and will not be subjected to any further evaluation.



**4.3 Evaluation of General Execution Scheme**

a) The evaluation of the General Execution Scheme proposed by the Bidder in the Bid Form I-B-1 will be made according to the following Evaluation Sub-Items and points:

General Execution Scheme Sub-Item		Points
1	Demonstrates important aspects	3.0
2	Material Procurement	2.0
3	Project Quality Plan.	1.0
4	Progress Control	1.0
5	Safety Control Plan	2.0
6	Security Control at Site around his Offices & Storages	1.0
7	Preliminary Environmental Management Plan for Electro-mechanical Works	2.0
<b>Maximum Score</b>		<b>12.0</b>

b) The scored points will be awarded at the following percentages of the above points:

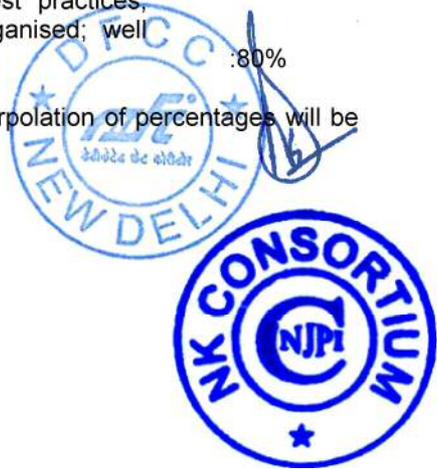
i) Quality of presentation (max 20%):

- Not addressed or failed to answer question appropriately : 0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :10%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :15%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :20%

ii) Quality of the content (max 80%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :40%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :60%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :80%

iii) Calculation will be upto two decimal places. No interpolation of percentages will be applied.



**4.4 Evaluation of Layout Plan of Contractor’s Camp and Site Offices, and Stockyards and Storages, etc.**

- a) The evaluation of the Layout Plan of Temporary Works by the Bidder in the Bid Form I-B-2 as instructed in Section 3 of the Bid Documents will be made according to the following Evaluation Sub-Items and points:

Layout Plan of Contractor’s Site Installations Sub-Item		Points
1	Temporary buildings, storage and fabrication areas	4.0
2	Temporary fencing and gates	0.5
3	Temporary roads to and around the Site	0.5
<b>Maximum Score</b>		<b>5.0</b>

- b) The scored points will be awarded at the following percentages of the above points:

i) Quality of presentation (max 20%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :10%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :15%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :20%

ii) Quality of the content (max 80%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :40%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :60%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :80%

- iii) Calculation will be upto two decimal places. No interpolation of percentages will be applied.



#### 4.5 Evaluation of Basic Programme for the Works

- a) The evaluation of the Basic Programme for the Works proposed by the Bidder in the Bid Form I-B-3 as instructed in Section 3 of the Bid Documents will be made according to the following Evaluation Sub-Items and points:

Basic Programme for the Works Sub-Item		Points
1	Divided into required Sections/parts	4.0
2	Considers programme/works constraints	3.0
3	Considers preparation of Contractor's drawings, review and approvals time.	2.5
4	Considers inspection testing and commissioning and completion activities	1.5
5	Supported by notes and calculations	4.0
6	Critical Path realistic	5.0
<b>Maximum Score</b>		<b>20.0</b>

- b) The scored points will be awarded at the following percentages of the above points:  
 i) Quality of presentation (max 20%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :10%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :15%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :20%

- ii) Quality of the content (max 80%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :40%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :60%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :80%

- iii) Calculation will be upto two decimal places. No interpolation of percentages will be applied.



**4.6 Evaluation of Organization Charts and Manning Schedule**

- a) The evaluation of Organisation Charts and Manning Schedule proposed by the Bidder in the Bid Form I-B-4 as instructed in Section 3 of the Bid Documents will be made according to the following Evaluation Sub-Items and points:

Organization Charts and Manning Schedule Sub-Item		Points
1	Head Office Organization Chart of all Partners and subcontractors of JV / Consortium	2.0
2	Combined Site Organization Chart including all Partners and subcontractors of JV/ Consortium	4.0
3	Manning Schedule	4.0
<b>Maximum Score</b>		<b>10.0</b>

- b) The scored points will be awarded at the following percentages of the above points:

- i) Quality of presentation (max 20%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :10%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :15%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :20%

- ii) Quality of the content (max 80%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :40%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :60%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :80%

- iii) Calculation will be upto two decimal places. No interpolation of percentages will be applied.



**4.7 Evaluation of Key Personnel**

- a) This part of the evaluation shall be of the Key Personnel proposed by the Bidder in the Bid Form I-B-4 as instructed in Section 3 of the Bid Documents. Evaluation will be according to the following Evaluation Sub-Items and points:

Proposed Key Personnel Sub-Item		Points
1	Total experience	5.0
2	Similar work experience	3.0
3	Similar position experience	3.0
4	Overall suitability of proposal	4.0
<b>Maximum Score</b>		<b>15.0</b>

- b) The scored points will be awarded at the following percentages of the above points:

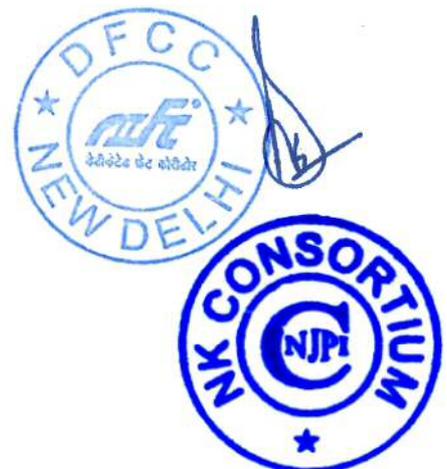
- i) Quality of presentation (max 20%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :10%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :15%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :20%

- ii) Quality of the content (max 80%):

- Not addressed or failed to answer question appropriately :0%
- Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :40%
- Meets requirement; achievable; suitable; acceptably presented; organised; integrated :60%
- Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well integrated :80%

- iii) Calculation will be upto two decimal places. No interpolation of percentages will be applied.

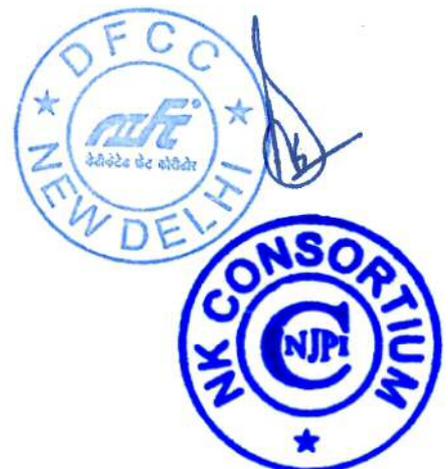


#### 4.8 Evaluation of Technical Particulars

The evaluation of the Technical Particulars of the Works proposed by the Bidder in Form I-B-7 as instructed in Section 3 of the Bid Documents will be made according to the following Evaluation Sub-Items and points:

Proposed Contractor's Design Sub-Item		Points
1	Earthworks	7.0
2	Bridges	7.0
3	Buildings (Junction/Crossing Stations)	2.0
4	Track	4.0
<b>Maximum Score</b>		<b>20.0</b>

- a) The points will be evaluated for each item of the above for which details are required to be listed and technical submissions provided with the original Schedules.
- b) Points for each item will be evaluated at the following percentages of the above points:
  1. Quality of submission (max 20%):
    - Not addressed or failed to answer question appropriately :0%
    - Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :10%
    - Meets requirement; achievable; suitable; acceptably presented; organised; integrated :20%
  2. Compliant with Specification (based on detailed review) - (max 80%)
    - Not addressed or failed to answer question appropriately :0%
    - Meets requirement; achievable; suitable; acceptably presented; organised; integrated :80%
  3. Calculation will be upto two decimal places. No interpolation of percentages will be applied.

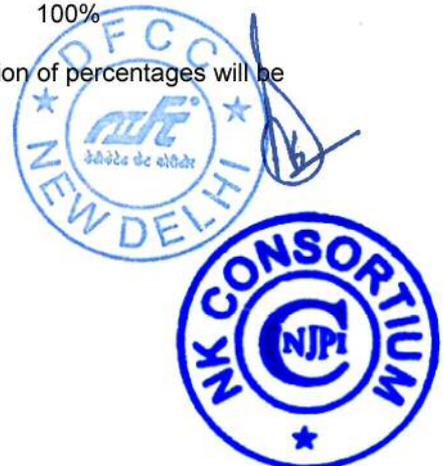


#### 4.9 Evaluation of Proposed Contractor's Equipment

The Equipment proposed by the Bidder will be evaluated focused on Bidder's access to the type and number of equipment required, its consistency among the elements of workable days, working hours of equipment per shift, shift per day, production rate of equipment, requirement number of equipment to be stipulated in the Form I-B-1 Items (d) (v) & (vi) and (e) referring to the Form I-B-3 with the following Evaluation sub-Items and points:

Proposed Contractor's Equipment		Points
1	Sequencing of Works	4.0
2	Calculation and estimate of numbers and types of required Contractor's Equipment	8.0
3	Demonstrating access to key equipment – Number, Type, Year of Manufacture, required for the project	3.0
4	Method Statement for Works	3.0
<b>Total</b>		<b>18.0</b>

- a) The points will be evaluated for each item of the above for which details are required to be listed and technical submissions provided with the original Schedules.
- b) Points for items 1 and 4 of the above table will be evaluated as per the following percentages of the above points:
- i) Quality of submission (max 20%):
    - Not addressed or failed to answer question appropriately :0%
    - Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :10%
    - Meets requirement; achievable; suitable; acceptably presented; organised; integrated :20%
  - ii) Compliant with Specification (based on detailed review) - (max 80%)
    - Not addressed or failed to answer question appropriately :0%
    - Meets requirement; achievable; suitable; acceptably presented; organised; integrated :80%
- c) Points for items 2 and 3 of the above table will be evaluated as per the following process: Adequacy to meet the project requirement
- (i) No data submitted: 0%
  - (ii) Model Older than 8 Years 20%
  - (iii) Model manufactured within 8 years 100%
- (d) Calculation will be upto two decimal places. No interpolation of percentages will be applied.



## **5.00 STAGE 5: FINANCIAL EVALUATION**

### **5.1 General**

The activities in this Stage will be in 2 parts.

### **5.2 Part 1 - Evaluation of Compliance and Responsiveness**

Under this Stage the following items will be checked:

- i) The Bid Form (Letter of Price Bid) is compliant, i.e. it does not include any alteration to the basic terms and does not constitute an alternative offer
- ii) All Forms and Price Schedules have not been altered and are correctly completed and signed
- iii) All Forms and Price Schedules are complete and have been submitted for the whole of the Works.
- iv) One Bid per Bidder

### **5.3 Part 2 – Detailed Financial Evaluation**

- a) After passing the above requirements the Bid will then proceed for final evaluation for which the following items will be checked:
  - i) Arithmetic Checking and Correction
  - ii) Conversion to a Single Currency and Comparison
  - iii) Check of an Unbalanced Bid
  - iv) Other Financial Aspects
- b) The Bid evaluation will take into account the prices quoted in the Letter of Price Bid and other financial features of the Bid, unconditional price discount offered in any form will be accepted.
- c) In principle the lowest priced Bidder resulting from 5.3 (a) and (b) above will be selected for award of Contract, subject to compliance (as necessary) with 5.3 (a) (iii) in accordance with the requirements of the following clauses.

### **5.4 Arithmetical Checking and Correction**

- a) The Bid will be checked for any arithmetical errors.
- b) Where there is a discrepancy between an amount in figures and in words, the amount in words shall govern and shall be binding on the Bidders
- c) The amount stated in the Bid form will be adjusted by the Employer in accordance with the foregoing procedure for the correction of errors and shall be binding on the Bidder.

### **5.5 Conversion to a single currency and comparison**

- (a) Following arithmetic correction (if any) for the purpose of final Bid comparison by the Employer, the Employer will convert the corrected total of all the currencies of the Bid price to a single currency in Japanese Yen and prepare a comparison table ranking the Bidders in terms of price.
- (b) The exchange rate to be used for the conversion shall be the official Reference Rate published by Reserve Bank of India, as on twenty eight (28) days before the latest formally required date of Bid submission. In case the RBI Reference Rate as on the



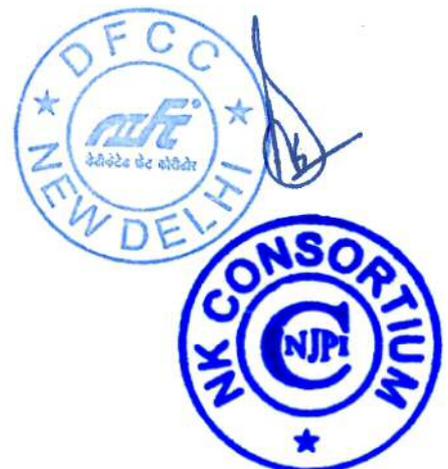
specified date is not available, the RBI Reference Rate available as on the next working day shall be considered.

#### **5.6 Check of an Unbalanced Bid**

- a) If the Bid of the successful Bidder is seriously unbalance or different comparing with the Employer's cost estimate the Employer may require the Bidder to provide clarification, including detailed price analysis, for any or all items of the Price Schedule to demonstrate the consistency of those prices with the construction methods and schedule proposed.
- b) After evaluation of the Bidder's clarification the Employer may choose to reject the Bid and return the Bid Security or,
- c) Alternatively, the Employer may require that the amount of the Performance Security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

#### **5.7 Review of Other Financial Aspects**

- a) A basic review will be undertaken on the following aspects to confirm whether they are generally reasonable according to the requirements of the Bid Documents:
  - i) Anticipated Cash Flow for the Works provided by the Bidder with Schedule 6. Too much up-front cash flow will be subject to clarification
  - ii) Review of the foreign and local currency portions of the lowest Bid. Unbalanced Lump Sum price will be subject to the measures described in Clauses 5.6 above.



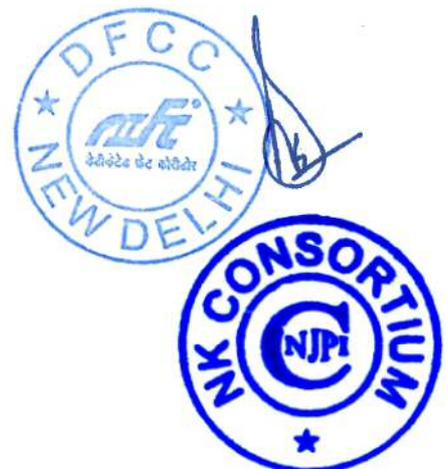
## **6.00 AWARD OF CONTRACT**

### **6.1 Contract Negotiation**

- a) In accordance with JICA Guidelines, no change shall be made to the substance of the Bid.
- b) Discussion may also include a review of the formula for price adjustment of the Foreign Currency Portion only if the Employer considers that the formula stated in the Contract is not applicable to the general range of Plant and Materials contained in the Bid of the selected Contractor.
- c) The discussion will be held on a formal basis and upon conclusion a written Negotiation Agreement shall be prepared and signed. This shall form a part of the Contract Documents.

### **6.2 Acceptance of Bid**

- a) The process of Bid acceptance will continue in accordance with F. Award of Contract of the Instructions to Bidders.



## SECTION 3: BID FORMS

- A. Qualification Requirements**
- B. Bid Requirements**
- C. Technical Proposal**
- D. Check List of Submission of Documents for Technical Bid**

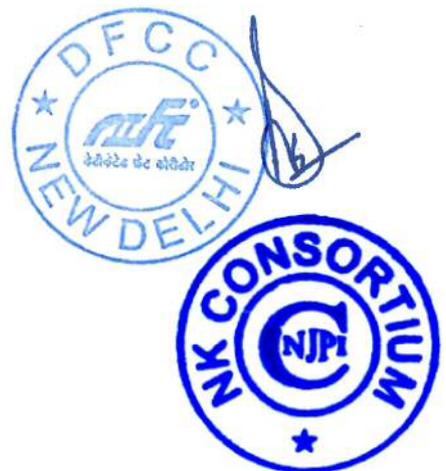


## Table of Forms

Form	Page
<b>A. Qualification Requirements</b>	<b>59</b>
Form ELI -1.1: Bidder Information Form	60
Form ELI -1.2: Bidder Partner Information Form	61
Form CON: Historical Contract Non-Performance	62
Form FIN – 1: Financial Situation	63
Form FIN – 2: Average Annual Construction Turnover	65
Form FIN – 3: Financial Resources	66
Form FIN – 4: Current Contract Commitments – Works in Progress	67
Form FIN – 5: Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans	68
Form - Joint Venture / Consortium Agreement	69
Form EXP – 1: General Construction Experience	72
Form EXP – 2: Specific Construction Experience	73
Form EXP – 3: Specific Construction Experience in Key Activities	75
Form EXP – 4: Similar Design Experience	77
Form EXP – 5: Specific Design Experience in Key Activities	79
<b>B. Bid Requirements</b>	<b>81</b>
Form of Bid Security	82
Pro-forma Letter of Participation from Each Member of Joint Venture (JV)/ Association/ Consortium)	83
Power of Attorney for Authorized Signatory of Joint Venture (JV)/ Consortium/ Association Members	84
Power of Attorney to Authorized Signatory of Joint Venture (JV)/Association/Consortium)	85
<b>C. Technical Proposal</b>	<b>87</b>
Letter of Technical Bid	88
Technical Proposal Forms	89
FORM I-B-1: General Execution Scheme	90
FORM I-B-2: Layout Plan of Contractor’s Camp and Site Offices and Stockyards and Storages etc.	93
FORM I-B-3: Basic Programme for the Works	94
FORM I-B-4: Organization Charts and Manning Schedule	95
Form PER – 1: Proposed Personnel	97
Form PER – 2: Resume of Proposed Personnel	98
Form I-B-5: Validation of Survey Data Schedule	99
Form I-B-6: Design Schedule	100
Form I-B-7: Technical Particulars	101
Form EQU: Equipment	114
FORM I-B-8 Proposed Manufacturers and Subcontractors	115
<b>D. Check list of Submission of Documents for Technical Bid</b>	<b>116</b>



## A. Qualification Requirements



**Form ELI -1.1: Bidder's Information Form**

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

Reference ID No.: *[insert number, if any]*

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

Bidder's legal name <i>[insert full legal name]</i>
In case of Joint Venture (JV)/ Consortium , legal name of each partner: <i>[insert full legal name of each partner in JV/ Consortium]</i>
Bidder's actual or intended country of constitution: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of constitution: <i>[indicate year of Constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate E-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm or JV/ Consortium named in above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In case of JV/Consortium, a firm JV/ Consortium agreement *1, in accordance with ITB 4.1 (BDS) & ITB 11.2(g)(BDS). <input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.  Note *1; A firm Agreement among the JV / Consortium Partners is required to be submitted in Original defining the Scope of Work of each of the JV / Consortium Partner, % share in the JV / Consortium, joint & several responsibilities by all the JV / Consortium Partners as per the format provided in Section 3: Bid Forms, Volume I.



**Form ELI -1.2: Bidder's Partner Information Form**

*[The following form shall be filled in for the Bidder's Partners including Partner(s) of a Joint Venture / Consortium, subcontractors, suppliers and other partners]*

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

Reference ID No.: *[insert number, if any]*

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

JV/Consortium Bidder's legal name: <i>[insert full legal name]</i>
Bidder Partner's legal name: <i>[insert full legal name of Bidder's partners]</i>
Bidder Partner's country of registration: <i>[indicate country of registration]</i>
Bidder Partner's year of constitution: <i>[indicate year of constitution]</i>
Bidder Partner's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder Partner's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate E-mail address]</i>
<b>Attached are copies of the following original documents.</b> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



**Form CON: Historical Contract Non-Performance**

[The following table shall be filled in for the Bidder and for each Partner of a Joint Venture/ Consortium]

Date: [insert day, month, year]  
 Bidder's Legal Name: [insert full name]  
 Bidder's Partner(s) Legal Name: [insert full name]  
 Reference ID No.: [insert number, if any]  
 Page [insert page number] of [insert total number] pages

**1. History of Non-Performing Contracts**

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance# did not occur during the last two (2) years specified in Stage 3 of Section 2: Evaluation and Qualification Criteria, sub-factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed during the last two (2) years specified in Stage 3 of Section 2: Evaluation and Qualification Criteria, sub-factor 2.2.1, are as indicated below:			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

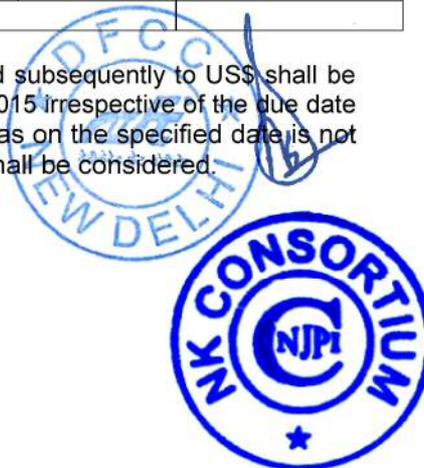
# The Contract non-performance means that the Contractor has not reneged on his contractual obligations against any contract during the last 2 years from the Bid Submission date

**2. Pending Litigation (including Arbitration)**

Pending Litigation (including Arbitration)				
<input type="checkbox"/> No pending litigation (including Arbitration) in accordance with Stage 3 of Section 2: Evaluation and Qualification Criteria, sub-factor 2.2.2.				
<input type="checkbox"/> Pending litigation (including Arbitration) in accordance with Stage 3 of Section 2, Evaluation and Qualification Criteria, sub-factor 2.2.2, are as indicated below:				
Year	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, US\$ equivalent)	Amount under pending Litigation/ Arbitration for the Contract (current value, US\$ equivalent)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]		[insert amount]

Note:

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015 irrespective of the due date for submission of the Bid. In case the exchange rate for conversion as on the specified date is not available, the exchange rate available as on the next working day shall be considered.



**Form FIN – 1: Financial Situation**

[The following table shall be filled in for the Bidder and for each Partner of a Joint Venture /Consortium]

Date: [insert day, month, year]  
 Bidder's Legal Name: [insert full name]  
 Bidder's Partner(s) Legal Name: [insert full name]  
 Reference ID No.: [insert number, if any]  
 Page [insert page number] of [insert total number] pages

**1. Financial data**

Historic Information for Latest five (5) years, (US\$ Equivalent)				
Financial Year 1	Financial Year 2	Financial Year 3	Financial Year 4	Financial Year 5

**Information from Balance Sheet**

Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					

**Information from Income Statement**

Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

**Note:**

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015 irrespective of the due date for submission of the Bid. In case the exchange rate for conversion as on the specified date is not available, the exchange rate available as on the next working day shall be considered.

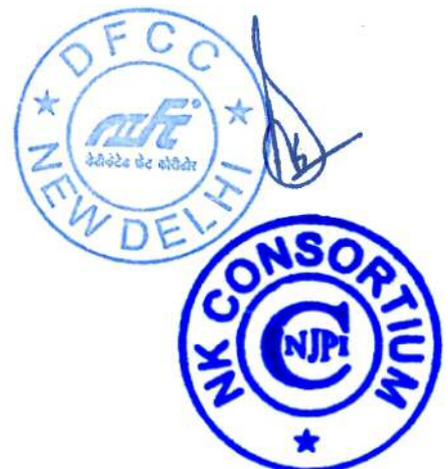
The above Form FIN-1 Financial Situation shall be certified by the Statutory Auditor. The Bidder shall also attach the backup calculations in respect of each of the above figures duly referenced to the figures of Audited Financial Statements/Balance Sheets and certified by Statutory Auditor.



## 2. Financial documents

The Bidder and its Partners (in case of JV / Consortium) shall provide copies of the balance sheets and/or financial statements for the last five (5) years pursuant to Stage 3, Section 2: Evaluation and Qualifications Criteria, sub-factor 2.3.1 above. The financial statements shall:

- (a) reflect the financial situation of the Bidder or Partner to a JV/ Consortium, and not sister or parent companies.
  - (b) be audited by a certified accountant.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last five (5) financial years, as indicated above, and complying with the requirements.



**Form FIN – 2: Average Annual Construction Turnover**

[The following table shall be filled in for the Bidder and for each Partner of a Joint Venture / Consortium]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder's Partner(s) Legal Name: [insert full name]

Reference ID No.: [insert number, if any]

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

Annual Turnover Data Latest Five Years (Construction only)			
Financial Year	Amount and Currency	Exchange Rate	US\$ Equivalent
Year 1	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in US\$ equiv.]
Year 2			
Year 3			
Year 4			
Year 5			
<b>Average Annual Construction Turnover *</b>			

\* Average Annual Construction Turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Stage 3, Section 2: Evaluation and Qualification Criteria, sub-factor 2.3.2 above.

**Note:**

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015 irrespective of the due date for submission of the Bid. In case the exchange rate for conversion as on the specified date is not available, the exchange rate available as on the next working day shall be considered.

The above Form FIN-2 Average Annual Construction Turnover shall be certified by the Statutory Auditor. The Bidder shall also attach the backup calculations in respect of each of the above figures duly referenced to the figures of Audited Financial Statements/Balance Sheets and certified by Statutory Auditor.



**Form FIN – 3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 2 (Evaluation and Qualification Criteria)

<b>Financial Resources</b>			
<b>No.</b>	<b>Source of financing</b>	<b>Reference</b>	<b>Amount (US\$ equivalent)</b>
1			
2			
3			

Bidders are to demonstrate their construction cash flow to verify the soundness and stability of their financial circumstances. The Bidders are required to demonstrate capacity to meet the initial cash flow requirements for a maximum period of six months.

The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015. In case the Exchange Rate as on the specified date is not available, the Exchange Rate available as on the next working day shall be considered.

The Applicant shall also attach the backup calculations in respect of each of the above figures duly referenced to the figures of Audited Financial Statements/Balance Sheets and certified by Statutory Auditor.

\_\_\_\_\_  
**Authorized SIGNATORY**

**For and on behalf of the Bidder**

**Date:** \_\_\_\_\_



**Form FIN – 4: Current Contract Commitments / Works in Progress**

Bidders and each partner to a JVA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

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

The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015. In case the Exchange Rate as on the specified date is not available, the Exchange Rate available as on the next working day shall be considered.

\_\_\_\_\_  
**Authorized SIGNATORY**

**For and on behalf of the Bidder**

**Date:** \_\_\_\_\_



## Form FIN – 5: Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans

- A) I, \_\_\_\_\_ (name and position of authorized signatory) duly authorized by \_\_ (name \_\_\_\_\_ of Bidder/Partner of Joint venture / Consortium (JVA)) (“Bidder”) hereby certify on behalf of the Bidder and myself that information provided in the Bid submitted by the Bidder for (Loan No and name of the Project) is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Bidder that;
- (i) the Bid has been prepared and submitted in compliance with the terms and conditions set forth in Guidelines for Procurement under Japanese ODA Loans (“Guidelines”); and
  - (ii) the Bidder has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.
- B) I certify that neither the Bidder nor any subcontractor, or expert nominated by the Bidder in the Bid has been sanctioned by any development assistance organizations\*.
- C) I further certify on behalf of the Bidder that, if selected to undertake services in connection with the Project, we shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

\_\_\_\_\_  
**Authorized SIGNATORY**

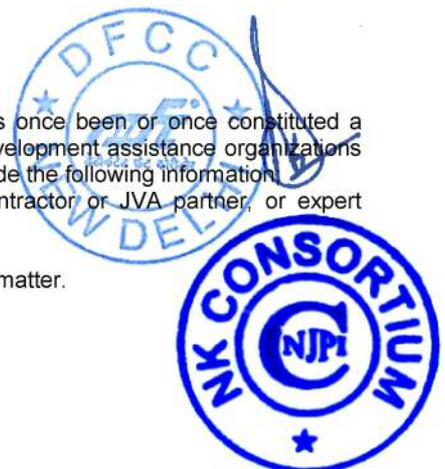
**For and on behalf of the Bidder**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
\* If the Bidder or any subcontractor or expert nominated by the Bidder has once been or once constituted a corrupt, fraudulent, or coercive practice and has been sanctioned by any development assistance organizations in the past five years, it shall modify the Clause B) accordingly and shall provide the following information:

- (a) The name of the organization which sanctioned the Bidder or subcontractor or JVA partner, or expert nominated by the Bidder.
- (b) The period of the sanction.

However, the borrower shall not disqualify such a bidder only because of this matter.



**Form - Joint Venture / Consortium Agreement**  
[Ref Form ELI – 1.1]

The Partners of the Joint Venture / Consortium shall provide Joint Venture / Consortium Agreement for Joint Venture / Consortium Participation which includes at least the followings:-

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as) is the Lead Partner of the Joint Venture / Consortium and acting as the authorized representative of the Joint Venture / Consortium on first part; and

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as '\_\_\_\_\_') in the capacity of a Joint Partner of the Joint Venture / Consortium on the other part; and

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as '\_\_\_\_\_') in the capacity of a Joint Partner of the Joint Venture / Consortium on the other part.

The expressions of \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ shall wherever the context admits, mean and include their respective legal representatives, successor interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

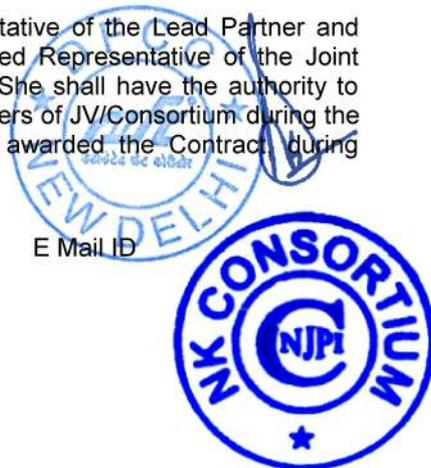
WHEREAS:

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) [hereinafter referred to as "Employer"] has invited bids for \_\_\_\_\_ "[Insert name of work]"

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this JV / Consortium Agreement.
  - i. Invitation for bid;
  - ii. Bidding Documents issued by the Employer
  - iii. Any Addendum/Corrigendum to the Bidding Documents issued by the Employer
  - iv. The Bid submitted on our behalf jointly by the Authorised Representative from the Lead Partner.
2. The 'Parties' have studied the Bidding Documents and have agreed to participate in submitting a 'Bid' jointly.
3. Mr./Ms. \_\_\_\_\_, authorised representative of the Lead Partner and whose details are provided as under, shall be the Authorized Representative of the Joint Venture (JV) / Consortium for all intents and purpose. He / She shall have the authority to conduct all business for and on behalf of any and all the Partners of JV/Consortium during the bidding process and in the event the JV / Consortium is awarded the Contract, during Contract execution.

Name,                      Designation,      Address,                      Tel/Fax no                      E Mail ID



4. We undertake that

- i. the Lead Partner of our JV / Consortium -----(Name of the Lead Partner) shall have the maximum financial stake amongst the other partners of the JV / Consortium.
- ii. total share of all the Japanese Partners in our JV / Consortium shall be more than 50% of the total contract amount.
- iii. The distribution of responsibilities in execution of Work and the percentage participation amongst various Partners of the JV / Consortium for the subject work shall be as under:

Sl. No.	Name of the Partner	Role (Lead Partner/ Partner)	Distribution of Responsibilities in execution of the Work	% Participation

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV / Consortium.

In case one Party fails or delays to perform its obligations either partially or totally, it shall be responsible for all the out comings concerned, and upon such conditions the other Parties shall be obliged to take measures to perform well all the obligations under the contract with the Employer.

6. ASSIGNMENT AND THIRD PARTIES

The Parties shall cooperate throughout the entire period of this Joint Venture / Consortium Agreement on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Work except with prior written consent of the other Party.

7. EXECUTIVE AUTHORITY

The said Joint Venture / Consortium through its Authorized Representative (as specified above) shall receive instructions, payments from the Employer. The management structure for the Work shall be prepared by mutual consultations to enable completion of the Work to quality requirements within permitted cost and time.

8. GUARANTEES

Till the award of the work, all the Bank Guarantees to the Employer shall be furnished in the name of JV / Consortium or by the Lead Partner on behalf of the Joint Venture / Consortium which shall be legally binding on all the Partners of the Joint Venture / Consortium.

9. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose other than those related to the Project all commercial and technical information received or generated in the course of preparation and submission of the Bid.

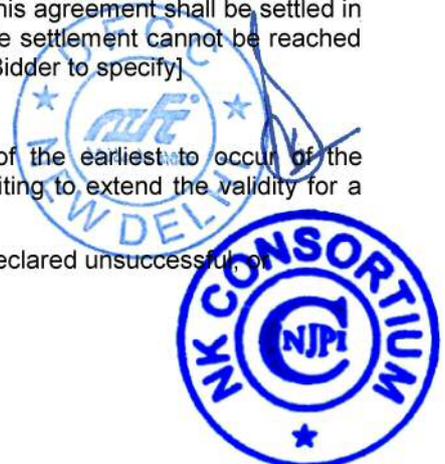
10. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the Parties. If an amicable settlement cannot be reached as above, it will be settled by ----- [Bidder to specify]

11. VALIDITY

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a) The bid submitted by the Joint Venture / Consortium is declared unsuccessful on



- b) Cancellation/ shelving of the Project by the Employer for any reasons prior to award of Work
  - c) Execution of detailed JV / Association / Consortium agreement by the Parties, setting out detailed terms after award of work by the Employer, substantially covering the requirements as mentioned in Bidding Documents.
12. This Joint Venture / Consortium Agreement shall be construed under the laws of India.

13. NOTICES

The names, addresses and fax numbers of Authorized Representative of the other Partners of the Joint Venture / Consortium to which notices may be given in writing by fax confirmed by registered mail or commercial courier shall be as under:

- a) \_\_\_\_ [Name], \_\_\_\_ [Designation] \_\_\_\_ [Address] \_\_\_\_ [Ph. No., Fax No., E-mail ID
- b) \_\_\_\_ [Name], \_\_\_\_ [Designation] \_\_\_\_ [Address] \_\_\_\_ [Ph. No., Fax No., E-mail ID
- c) \_\_\_\_ [Name], \_\_\_\_ [Designation] \_\_\_\_ [Address] \_\_\_\_ [Ph. No., Fax No., E-mail ID]

14. Any Other Clause, the Bidder wish to include

*(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, to be executed according to the applicable laws in the Bidder's country and by taking into account the Notes shown below.)*

**Notes:**

1. *In case of existing Joint Venture (JV)/Consortium, the certified copy of JV / Consortium Agreement may be furnished.*
2. *The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
3. *Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
4. *For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.*



## Form EXP -1 General Construction Experience

*[The following table shall be filled in for the Bidder and for each partner of a Joint Venture]*

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 Bidder's Party Legal Name: *[insert full name]*  
 Reference ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]* pages

*[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section 2, Qualification Criteria and Requirements, sub-factor 2.5.1. List contracts chronologically, according to their commencement (starting) dates.]*

General Construction Experience			
Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder
<i>[indicate month/year]</i>	<i>[indicate month/year]</i>	Contract name: <i>[insert full name]</i> Brief description of the Works performed by the Bidder: <i>[describe Works performed briefly]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Management Contractor"]</i>



## Form EXP – 2 Specific Construction Experience

*[The following table shall be filled in for contracts performed by the Bidder, each partner of a Joint Venture.]*

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 Bidder's Party Legal Name: *[insert full name]*  
 Reference ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]* pages

**Fill up one (1) form per contract.**

Contract of Similar Size and Nature				
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and Reference ID number, if]</i>			
Award Date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion Date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract	<b>Prime Contractor , Contractor as JV Partner</b>			
Total Contract Amount	<i>[insert total contract amount in US\$]</i>			
If partner in a JV, specify participation in total contract amount	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><i>[insert percentage amount]</i></td> <td style="width: 5%; border: none; text-align: center;">a</td> <td style="width: 45%; border: none;"><i>[insert total contract amount in US\$]</i></td> </tr> </table>	<i>[insert percentage amount]</i>	a	<i>[insert total contract amount in US\$]</i>
<i>[insert percentage amount]</i>	a	<i>[insert total contract amount in US\$]</i>		
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/Fax Number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>			
E-mail:	<i>[insert E-mail address, if available]</i>			



## Form EXP – 2 (cont.) Specific Construction Experience (cont.)

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with sub-factor 2.5.2 in Stage 3 of Section 2	
1. Amount	<i>[insert amount in US\$]</i>
2. Physical Size	<i>[insert physical size of activities]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/ technology involved in the contract]</i>
5. Other Characteristics	<i>[insert other characteristics as described in Section 8: Employer's Requirement (Scope of Works)]</i>

**Note:**

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015 irrespective of the due date for submission of Bid. In case the exchange rate for conversion as on the specified date is not available, the exchange rate available as on the next working day shall be considered.



## Form EXP – 3

# Specific Construction Experience in Key Activities

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 Bidder's Party Legal Name: *[insert full name]*  
 Subcontractor's Legal Name (as per BDS (ITB 17.1) *[insert full name]*  
 Reference ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]*  
 pages

**Fill up one (1) form per contract.**

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

Contract with Similar Key Activities			
Item	Information		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award Date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>		
Completion Date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in US\$]</i>		
If partner in a JV or subcontractor, specify participation of total contract amount	<i>[insert a percentage amount]#</i>	<i>[insert total contract amount in US\$]</i>	
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/Fax Number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert E-mail address, if available]</i>		

# The Bidder shall submit the documentary evidence regarding its Percentage of participation in the JV for the claimed project towards Specific Construction Experience.

2. Key Activity No. (2) \_\_\_\_\_
3. Key Activity No. (3) \_\_\_\_\_
4. Key Activity No. (4) \_\_\_\_\_



## Form EXP - 3 (cont.) Specific Construction Experience in Key Activities

**Information:**

	<b>Description of the Key activities in accordance with sub-factor 2.5.3 in Stage 3 of Section 2:</b>	<b>[insert response to inquiry indicated in left column]</b>
1	Maximum volume of earthfill in Formation including Blanketing in cubic meter in any one year ( <u>Calendar Year or Financial Year</u> ) during last 10 years  a) Year b) Earthwork	
2	Maximum Concreting in Bridges / Flyovers / Culverts in cubic meter in any one year ( <u>Calendar Year or Financial Year</u> ) during last 10 years.  a) Year b) Concreting	
3	Maximum Building Work in any one year ( <u>Calendar Year or Financial Year</u> ) in last 10 years.  a) Year b) Building Work	
4	Maximum Mechanised Track Laying Work in any one year ( <u>Calendar Year or Financial Year</u> ) in last 10 years.  a) Year b) Mechanised Track Laying Work	



## Form EXP - 4

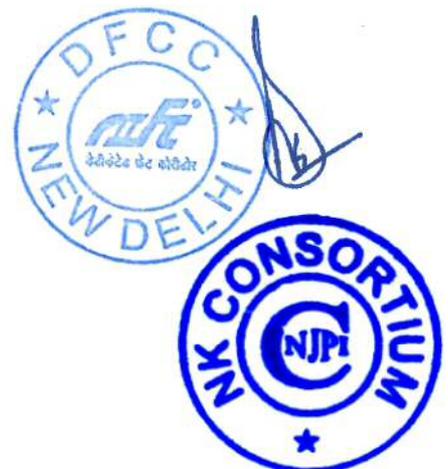
### Similar Design Experience

*[The following table shall be filled in for contracts performed by the Bidder, each partner of a Joint Venture, and specialist subcontractors.]*

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 Bidder's Party Legal Name: *[insert full name]*  
 Reference ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]* pages

**Fill up one (1) form per contract.**

Contract of Similar Size and Nature				
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and Reference ID number, if applicable]</i>			
Award Date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion Date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract	<b>Prime Contractor, Contractor as JV Partner, Design Consultant, Sub Design Consultant</b>			
Total Contract Amount	<i>[insert total contract amount in US\$]</i>			
If partner in a JV or subcontractor, specify participation in total contract amount	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;"><i>[insert percentage amount]</i></td> <td style="width: 5%; border: none; text-align: center;">a</td> <td style="border: none;"><i>[insert total contract amount in US\$]</i></td> </tr> </table>	<i>[insert percentage amount]</i>	a	<i>[insert total contract amount in US\$]</i>
<i>[insert percentage amount]</i>	a	<i>[insert total contract amount in US\$]</i>		
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/Fax Number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>			
E-mail:	<i>[insert E-mail address, if available]</i>			

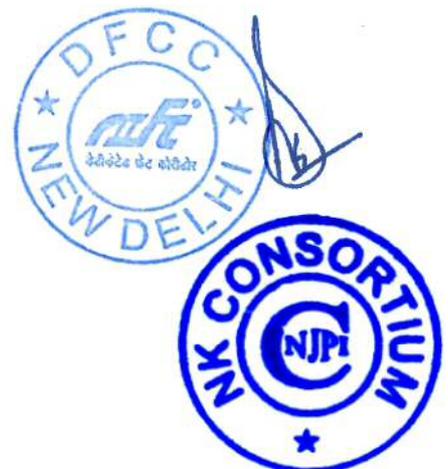


## Form EXP - 4 (cont.) Similar Design Experience (cont.)

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-factor 2.5.4 of Section 2:	
1. Amount	<i>[insert amount in US\$]</i>
2. Physical Size	<i>[insert physical size of activities]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/ technology involved in the contract]</i>
5. Other Characteristics	<i>[insert other characteristics as described in Scope of Works in Section 8:Employer's Requirement]</i>

**Note:**

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 06.08.2015 irrespective of the due date for submission of the Bid. In case the exchange rate for conversion as on the specified date is not available, the exchange rate available as on the next working day shall be considered.



## Form EXP - 5 Specific Design Experience in Key Activities

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 Bidder's Party Legal Name: *[insert full name]*  
 Subcontractor's Legal Name (as per BDS (ITB 17.1) *[insert full name]*  
 Reference ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]*  
 pages

**Fill up one (1) form per contract.**

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

Contract with Similar Key Activities			
Item	Information		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award Date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>		
Completion Date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	JV Partner <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in US\$]</i>		
If partner in a JV or subcontractor, specify participation of total contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in US\$]</i>	
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/Fax Number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert E-mail address, if available]</i>		

2. Key Activity No. (2) \_\_\_\_\_



## Form EXP - 5 (cont.) Specific Design Experience in Key Activities

**Information (In respect of each of the claimed experience):**

	Description of the key activities in accordance with Sub-factor 2.5.5 of Section 2:	[insert response to inquiry indicated in left column]
1	a) Adequate design capability for design of Railway / Highway Alignment – Software availability or access to and experience of using it for alignment design. b) Description of design work for design of Railway/ Highway alignment carried out in last 10 years c) Nature of the Project for which design was carried out comparable to the present project i.e physical size, complexity and method forms	
2	a) Adequate design capability for design of Embankment of Railway or Highway – Availability of required software for design of embankment or access to it and experience of using it. b) Description of design work carried out for embankment for Railway / Highway during last 10 years. c) Nature of the Project for which design was carried out comparable to the present project i.e physical size, complexity and method forms	
3	a) Adequate design capability for design of Bridges / Flyovers / ROBs / RUBs - Availability of required software for design or access to it and experience of using it. b) Description of design work carried out for Bridges / Flyovers / ROBs / RUBs during last 10 years. c) Number of Bridges / Flyovers / ROBs / RUBs designed <ul style="list-style-type: none"> <li>i. Year</li> <li>ii. No. of Bridges / Flyovers / ROBs / RUBs designed along with length of the structure, no. of Spans and Span length</li> </ul> d) Nature of the Project for which design was carried out comparable to the present project i.e physical size, complexity and method forms	



## B. Bid Requirements



## Form of Bid Security

### (Bank Guarantee)

**Beneficiary:** Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex  
New Delhi – 110 001

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

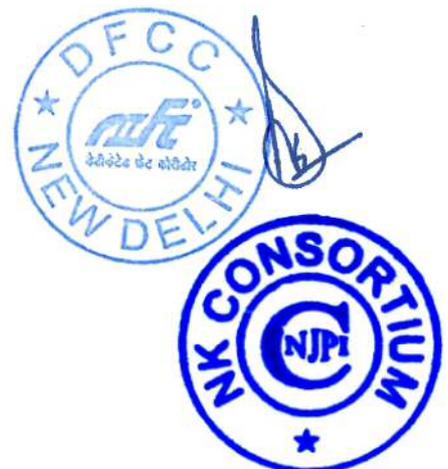
At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid i.e. up to **[date to be inserted by the bank]**.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication no - 758.



**Proforma Letter of Participation from Each Member of Joint Venture (JV) / Consortium**

***(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, submission of this form is not mandatory. If an equivalent form is submitted by Bidders from outside India, it is to be executed according to the applicable law in the Bidder's country and by taking into account the Notes shown below.)***

No. \_\_\_\_\_

Date \_\_\_\_\_

From:

\_\_\_\_\_

To:

Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, Pragati Maidan, Metro Station Building Complex,  
New Delhi – 110 001

Re: \_\_\_\_\_ "[Insert name of work]"

Ref: Your notice for Invitation for Bid (IFB) \_\_\_\_\_

1. We wish to confirm that our company/firm (delete as appropriate) has formed a JV/Consortium with for the purposes associated with IFB referred to above.
2. We here by authorise Mr----- the authorised representative of the lead partner (of Japanese nationality with maximum financial stake) shall act as authorized representative of the JV/Consortium for all intents and purpose. He / She shall have the authority to conduct all business for and on behalf of any and all the Partners of JV/Consortium.
3. In the event of our group being awarded the contract, we agree to be jointly with \_\_\_\_\_ (names of other members of our JV/Consortium) \_\_\_\_\_ and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.
4. \*I/We, further agree that entire execution of the contract shall be carried out exclusively through the authorized representative.

Yours faithfully,

(Signature)

(Name of Signatory) \_\_\_\_\_

(Capacity of Signatory) \_\_\_\_\_

Seal

\* Delete as applicable

**Notes:**

1. In case of existing Joint Venture (JV)/Consortium, the certified copy of JVConsortium Agreement may be furnished.
2. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
3. Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.
4. For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Apostille certificate.



**Power of Attorney for Authorized Signatory of Joint Venture (JV) / Consortium Members**

***(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, submission of this form is not mandatory. If an equivalent form is submitted by Bidders from outside India, it is to be executed according to the applicable law in the Bidder's country and by taking into account the Notes shown below.)***

Know all men by these presents, we \_\_\_\_\_ do hereby constitute, appoint and authorize Mr/Ms \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of including signing and submission of all documents and providing information/responses to Dedicated Freight Corridor Corporation of India Limited, representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature and Name in Block letters of Signatory)  
Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**Notes:**

- 1. In case of existing Joint Venture(JV)/Consortium, the certified copy of JV/Consortium Agreement may be furnished.*
- 2. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 3. Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
- 4. For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Appostille certificate.*



**Power of Attorney to Authorized Representative of Joint Venture (JV) / Consortium**

***(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, submission of this form is not mandatory. If an equivalent form is submitted by Bidders from outside India, it is to be executed according to the applicable law in the Bidder's country and by taking into account the Notes shown below.)***

**POWER OF ATTORNEY<sup>1</sup>**

Whereas Dedicated Freight Corridor Corporation of India Limited has invited bids for the work of -----  
----- [Insert name of work], and

Whereas, the members of the Joint Venture / Consortium comprising of M/s. \_\_\_\_\_ (Lead Partner), M/s. \_\_\_\_\_ (Partner), M/s. \_\_\_\_\_ (Partner) , .... and M/s. \_\_\_\_\_ (Partner) are interested in submission of bid for this work of in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture / Consortium to designate representative of the lead partner as the authorized representative, with all necessary power and authority to do, for and on behalf of the Joint Venture / Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture's / Consortium's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. \_\_\_\_\_ (Lead Partner), M/s. \_\_\_\_\_ (Partner), M/s. \_\_\_\_\_ (Partner), .... and M/s. \_\_\_\_\_ (Partner) hereby designate Mr/Ms. \_\_\_\_\_, being representative of the Lead Partner of the Joint Venture/Consortium, as the Authorized Representative of the Joint Venture / Consortium, to do on behalf of the Joint Venture / Consortium, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's/ Consortium's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture / Consortium in all its dealings with the Dedicated Freight Corridor Corporation of India Limited, Railway or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of bidding till the contract agreement is entered into with the Dedicated Freight Corridor Corporation of India Limited and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by authorized representative, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Signature)

(Name in Block letters of Executants)

Seal of Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

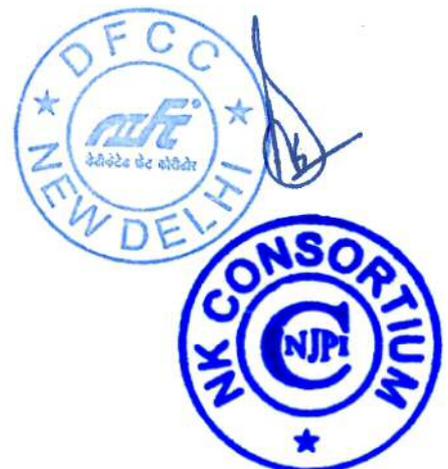
<sup>1</sup> To be executed by all the Partners of the Joint Venture/Consortium except the Authorized Representative.

**Notes:**

1. In case of existing Joint Venture (JV)/Consortium, the certified copy of JV/Consortium Agreement may be furnished.



2. *The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
3. *Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
4. *For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Appostille certificate.*



## C. Technical Proposal



### Letter of Technical Bid

Date: \_\_\_\_\_  
Loan No.: [insert No of Loan]  
Invitation for Bid No.: [insert No of IFB]

To: Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex  
New Delhi – 110 001

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including all Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Document (including all Addenda) the following Works: [insert a brief description of the Works];
- (c) Our bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **180 days** from the last date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We, in accordance with BDS Sub-Clause 17.1, plan to subcontract the following key activities :

[insert any of the key activities identified in Qualification Criteria factor 2.5: Experience of 'Stage 3: Evaluation of Compliance with the Qualification' of Section 2 which the Bidder intends to subcontract]

- (e) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (h) We, including any subcontractors or suppliers for any part of the contract, have not been determined ineligible by JICA in accordance with ITB 4.4; and
- (i) We confirm that the design data provided in our technical proposal and our overall assessment of the project delivery conforms to Design Criteria in the Employer's Requirements (Vol. II of Bid Documents), IRS and other relevant applicable Codes.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_



## Technical Proposal

- FORM I-B-1: GENERAL EXECUTION SCHEME
- FORM I-B-2: LAYOUT PLAN OF CONTRACTOR'S CAMP AND SITE OFFICES, AND STOCKYARDS AND STORAGES, ETC.
- FORM I-B-3: BASIC PROGRAMME FOR THE WORKS
- FORM I-B-4: ORGANISATION CHARTS AND MANNING SCHEDULE
- Form PER – 1: Proposed Personnel
- Form PER – 2: Resume of Proposed Personnel
- Form I-B-5: Validation of Survey Data Schedule
- Form I-B-6: Design Schedule
- Form I-B-7: Technical Particulars
- Form EQU: Equipment
- FORM I-B-8: Proposed Manufacturers and Subcontractors



### FORM I-B-1: GENERAL EXECUTION SCHEME

- (a) Bidders shall describe in this Form how they intend to design (where so specified in the Contract), execute, complete and care of the Works including the remedying of any defects therein.
- (b) This Form shall not be submitted separately for each partner in the joint venture or separately for each Specialist Subcontractor / Design Sub-consultant. The General Execution Scheme shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.
- (c) The Bidder shall emphasise particular aspects that he considers to be of importance to demonstrate his understanding of the requirements of the Bidding Documents for the Works and to ensure the safe, economical and efficient execution of the Works.
- (d) Aspects which must be taken into consideration include:
- (i) Method statements for each part of the Works.
  - (ii) Sequencing of Works and coordination with Other Contractors,
  - (iii) Topography survey works for validation of data provided by the Employer and Exploratory [Geotechnical ] investigation works;
  - (iv) Design and Drawing Production;
  - (v) Calculation and estimate of numbers and types of required labour
  - (vi) Calculation and estimate of numbers and types of required Contractor's Equipment
  - (vii) Comprehensive Environmental Management Plan,
  - (viii) Quality Control
  - (ix) Progress Control
  - (x) Safety Control
  - (xi) Security Control
  - (xii) Other information as required by the Bidding Documents or considered of relevance by the Bidder.
- (e) Under the requirements for "Method statements for each part of the Works", Bidders shall submit an outline Method Statement describing clearly the methods that he proposes to adopt for the execution of all parts of the Works. The method statements shall be in sufficient detail to demonstrate the Bidder's understanding of the scope of the Works and all relevant requirements of the Bidding Documents. Prerequisite conditions shall be demonstrate such as workable days for each category of the Works, working hours per shift, shift per day, production rates of major items of construction equipment, monthly required numbers of major construction equipment as minimum requirement. The bidder should indicate in its work plan possible locations of base depots, mechanized track laying process, controlled flash butt welding including the equipment proposed to be deployed for these ,
- (f) Under the requirements for "Sequencing of Works and coordination with Other Contractors", Bidders shall demonstrate their understanding of the dates and times set for the various Works and how they intend to work proactively towards achieving complete coordination of their Works with the works of Other Contractors.



- (g) Under the requirements for “Design and Drawing Production”, Bidders shall submit an outline Design Procedure, stating the locations where the design will be prepared, describing how this will be coordinated with the Employer and the Engineer’s Representatives at the Site, describe the responsible staff and organisation involved, anticipated numbers of documents and drawings to be submitted, number and timing of design presentations and submittals and other related matters.
- (h) The Bidder should also provide his general design approach for design of track, earthwork, bridges and structures conforming to the design criteria, IRS and other relevant codes for assessment by the Employer.
- (i) Under the requirements for “Calculation and estimate of numbers and types of required labour” Bidders shall separate the Works into the principal components and activities, prepare and provide a copy of the basic resource calculations and provide an estimate of the various monthly and total numbers and types of labour to be employed upon the works. The information shall be provided in both graphic (histogram) and tabulated form and shall show the planned numbers of the following types of labour each separated into foreign and local as applicable:
- (i) supervisors and foremen
  - (ii) Skilled Labour
  - (iii) Unskilled Labour
  - (iv) Equipment Operators
  - (v) Welders with qualified licence
  - (vi) Mechanics and other maintenance personnel.
- (j) Under the requirements for “Calculation and estimate of numbers and types of required Contractor’s Equipment” Bidders shall prepare and provide a copy of the basic resource calculations of the various monthly and total numbers, types and capacities of Contractor’s Equipment to be employed upon the Works. The information shall also include:
- (i) Assessment of type and number of equipment required
  - (ii) Mobilization/de-mobilization plan for equipment for major activities of works e. g. earthwork, bridges, building, track etc.
  - (iii) proposed periods of utilisation,
  - (iv) expected dates of delivery to the Site,
  - (v) details of maximum loads to be conveyed to the Site, showing the axle loading on the transportation equipment proposed for use.
- (k) Contractor’s Equipment intended to be imported to India and Contractor’s Equipment intended to be re-exported after use upon the Works.
- (l) Under the requirements for “Comprehensive Environmental Management Plan” Bidders shall submit an outline Comprehensive Environmental Management Plan describing briefly how they intend to control the overall execution of the Works to ensure compliance with the laws and regulations in force in India for environmental protection and preservation.
- (m) Under the requirements for “Quality Control” Bidders shall submit an outline Project Quality Control Plan, describing briefly how the Bidder will control the overall execution of



the Works to ensure that the specified levels of quality for the design, materials, plant and workmanship are to be achieved.

- (n) Under the requirements for “Progress Control”, Bidders shall submit an outline Progress Control Plan, describing comprehensively how they intend to monitor and control the progress of the Works in relation with resources planning and describing the responsible staff and organisation involved, reports to be submitted and other related matters.
- (o) Under the requirements for “Safety Control” Bidders shall submit an outline Project Safety Control Plan, describing briefly how the Bidder will control the overall safety on the Works and personnel to ensure that acceptable levels are to be achieved.
- (p) Under the requirements for “Security Control” Bidders shall submit an outline Project Security Control Plan, describing briefly how the Bidder will control the overall security of the Works and personnel to ensure that acceptable levels are to be achieved.

**Bidder’s Authorized Signatory:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_  
Company: \_\_\_\_\_  
Company Stamp



**FORM I-B-2: LAYOUT PLAN OF CONTRACTOR'S CAMP AND SITE OFFICES, AND STOCKYARDS AND STORAGES, ETC.**

- (a) Bidders shall provide in this Form, layout drawings of proposed Temporary Works, showing the location, size, and accompanied by a general description of the constructional details of all temporary buildings, temporary lay down and storage areas, temporary fencing, temporary roads and other required temporary facilities (maintaining civic amenities and hygiene of health as per the standard norms).
- (b) The Bidder shall also provide a schedule showing when each of such facilities will become operational
- (c) Drawings and descriptions shall clearly indicate the Bidder's proposals for Temporary Works.
- (d) This Form shall not be submitted separately for each Partner or separately for each Specialist Subcontractor / Design Sub-consultant. The Layout Plan of Temporary Works shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.
- (e) Drawings shall consist of layout drawings with enlargements as necessary, clearly showing:
  - (i) The proposed access routes to and around the Site;
  - (ii) The proposed location for the Contractor's facilities area, indicating the proposed layout of the various facilities (offices, stores, storage areas, accommodation, Plant, Contractor's equipment, material storage areas and mechanized track laying process and controlled welding yards);
  - (iii) The proposed access route to the Contractor's facilities area indicating gates, fencing, etc., together with proposed temporary access roads and storage areas inside the Site;
  - (iv) A description of the required temporary electric, water, telephone supplies and indicating the arrangement for temporary drainage and sewage;
  - (v) Any temporary facilities off the Site shall be described.
- (f) Bidders shall be responsible for maintaining safe public access in, adjacent to and across the Site and in this Form he shall demonstrate how all such access will be safely maintained.

**Bidder's Authorized Signatory:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Company Stamp-----



**FORM I-B-3: BASIC PROGRAMME FOR THE WORKS**

- (a) Bidders shall provide in this Form a Basic Programme for the Works.
- (b) The Programme shall be provided in both Bar Chart and PERT/CPM charts and it shall indicate all relevant activities for all Sections and parts of the Works.
- (c) The Programme shall take due account of the Contractor's obligations to coordinate and plan the work:
- (i) to accommodate the requirements of the Other Contractors engaged by the Employer upon the other work LOTS under the Project.
  - (ii) to meet the stipulated Time for Completion for the whole of the Works and the Time for Completion of the various Works,
  - (iii) to accommodate the requirements of the Contract.
- (d) The Bidder shall take due account of relevant information provided in Reference Drawings included in VOLUME V
- (e) The descriptions shall include WBS (work breakdown structure) number, relevant works for each of WBS numbers, early start and early finish, late start and finish, duration and bar charts clearly indicating critical activities. The Programme shall indicate the following:
- (i) Land access and possession schedule
  - (ii) Installation of Temporary Facilities
  - (iii) Procurement of construction resources
  - (iv) Traverse, Centre Line and Right-of-Way (ROW) survey works
  - (v) Geotechnical investigation
  - (vi) Preparation of design for work and preparation of all shop and working drawings
  - (vii) Consent by the Engineer
  - (viii) Arrangement for procurement of borrow/quarry materials
  - (ix) Construction Sequence of Permanent Works
  - (x) Inspection and testing
  - (xi) Interface with other contractors
  - (xii) completion activities including "as-built" drawings and operation and maintenance manuals
- (f) The Defects Notification Period shall be shown.
- (g) The Bidder shall provide separate notes and calculations in support of the durations allowed for the principal activities.
- (h) The programme shall be computer based using Primavera Suretrak, MS Project or at least equivalent software approved by the Employer. If required by the Employer a soft copy of this programme shall be provided by the Bidder during the evaluation stage.
- (i) This Form shall not be submitted separately for each Partner or separately for each Specialist Subcontractor / Design Sub-consultant. The Programme shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.

**Bidder's Authorized Signatory:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_  
Company: \_\_\_\_\_  
Company Stamp



#### FORM I-B-4: ORGANISATION CHARTS AND MANNING SCHEDULE

- (a) Bidders shall provide in this Form two (2) separate Organisation Charts and one (1) Manning Schedule for the Works as follows:
- (i) **Head office Organisation Chart**  
One organisation chart shall be provided for the Bidder's head office indicating the management and staff structure, with responsible personnel/departments described for all aspects of the work. If the Bidder is a Joint Venture / Consortium or uses Specialist Subcontractors / Sub-design Consultants, an organisation chart shall be provided for the head office organisation of each Partner of the Joint Venture and of each Specialist Subcontractor / Sub-design Consultant.
  - (ii) **Site Organisation Chart**  
One organisation chart shall be provided for the Bidder's proposed site organisation indicating the proposed structure, staff members and positions necessary to adequately manage and control the Works.
  - (iii) **Manning Schedule**  
One Manning Schedule shall be provided in bar chart format, covering the contract period in months horizontally and listing the Proposed Key Personnel vertically. The chart shall indicate the proposed months of assignment of each of these personnel.
- (b) The Site Organisation Chart and Manning Schedule shall include at least the number of Personnel proposed by the Bidder in **Form PER-1 – Proposed Personnel** and the chart shall indicate such personnel by name.
- (c) Chief Design Engineer for design is important for preparation of drawings and calculations. In doing so the Bidder shall demonstrate clearly that he has the capability to provide sufficient, capable and competent staff for the Works. The further staff shall be considered and evaluated in the Technical Evaluation.
- (d) The Site Organisation Charts and Manning schedule shall not be submitted separately for each Partner in the Joint Venture/Consortium or separately for each Specialist Subcontractor / Design Sub-consultant. The concentrate of the site organization shall be submitted jointly by the Joint Venture/Consortium including the Specialist Subcontractors / Design Sub-consultants. These documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission, with the names of any Partners or Specialist Subcontractors / Design Sub-consultants indicated against the appropriate positions.
- (e) The minimum requirements of personnel are tabulated below.



SPECIFIED MINIMUM REQUIREMENTS				
No.	Title of Position	Minimum Required Experience (Years)		Similar Position
		Total Experience	Similar Works*	
1	Project Manager	□ 20	□ 10	□ 5
2	Chief Design Engineer	□ 15	□ 10	□ 5
3	Contract Engineer	□ 15	□ 5	□ 3
4	SHE Director	□ 15	□ 5	□ 3
5	Quality Assurance Engineer	□ 15	□ 5	□ 3
6	Chief Civil Engineer for Earthworks	□ 15	□ 5	□ 3
7	Chief Civil Engineer for structure works	□ 15	□ 5	□ 3
8	Chief Bridge Design Engineer	□ 15	□ 5	□ 3
9	Chief Concrete Engineer	□ 15	□ 5	□ 3
10	Chief Track Engineer	□ 15	□ 5	□ 3
11	Planning Engineer	□ 10	□ 3	□ 3
12	Procurement Engineer	□ 10	□ 3	□ 3

("Similar works" in the above expression shall mean "Railway or Highway, Sea/Air ports, Dams, Hydropower and Irrigation Projects")

**Bidder's Authorized Signatory:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Company Stamp



**Form PER – 1: Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section 2: Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

\*As listed in Section 2: *Evaluation and Qualification Criteria*.

**Bidder's Authorized Signatory:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Company Stamp



**Form PER – 2: Resume of Proposed Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position</b>							
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name</b></td> <td style="padding: 5px;"><b>Date of birth</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications</b></td> </tr> </table>	<b>Name</b>	<b>Date of birth</b>	<b>Professional qualifications</b>			
	<b>Name</b>	<b>Date of birth</b>					
<b>Professional qualifications</b>							
<b>Present employment</b>	<b>Name of employer</b>						
	<b>Address of employer</b>						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Telephone</b></td> <td style="padding: 5px;"><b>Contact (manager / personnel officer)</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax</b></td> <td style="padding: 5px;"><b>E-mail</b></td> </tr> <tr> <td style="padding: 5px;"><b>Job title</b></td> <td style="padding: 5px;"><b>Years with present employer</b></td> </tr> </table>	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>	<b>Fax</b>	<b>E-mail</b>	<b>Job title</b>	<b>Years with present employer</b>
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>					
	<b>Fax</b>	<b>E-mail</b>					
<b>Job title</b>	<b>Years with present employer</b>						

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

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

**Bidder's Authorized Signatory:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Company Stamp

