

Nagpur Metro Rail Corporation Limited (NMRCL)

Name of Work: DESIGN, MANUFACTURING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HEAVY DUTY MACHINE ROOM LESS ELEVATORS & ESCALATOR FOR NMRCL PROJECT.

Tender No. N1EG-05/2016

Corrigendum V

Date: 07/12/2016

Tender No. (As uploaded in the E-Tender Portal): - No. 64

Sr. No.	Enclosure
1	Queries and comments of NMRCL as Part-I
2	Addendum/Corrigendum
3	Annexures to Addendum


**General Manager,
(Procurement),
NMRCL, Nagpur**

PART-I: QUERIES AND COMMENTS OF NMRC (II)
DESIGN, MANUFACTURING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HEAVY DUTY MACHINE ROOM LESS ELEVATORS & ESCALATOR FOR NMRC PROJECT
COMPLIANCE OF PRE-BID MEETING QUERIES

Sl. No.	Part	Section	Page No.	Clause No	Bid Condition	Bidder's Queries	Comment/ Clarification By NMRC
1	Part - I	II, Bid Data Sheet	35		(a) A Joint Venture / Consortium Agreement shall be provided duly notarized by the notary public or registered with the appropriate authority of country of origin and should be stamped by Embassy / High Commission of India. Bidders from Member Countries of Hague convention may submit all these documents with "Apostille" stamp instead of Embassy.	Consortium agreement will be signed by persons holding Power of Attorney. POA will be notarised and the consortium agreement will be registered in the state for legal status. It will be difficult to obtain Embassy notarisation on consortium agreements. This requirement is not there in any other Metro Tenders.	Should be complied as per Tender, Please follow Tender condition
2	Part - I	II, Bid Data Sheet	40	ITB 10.1	Supporting documents related to Work Experience, Financial & Technical eligibility criteria enclosed with the bid, other than English language should accompany a translated copy by a certified translator in English and will have to be endorsed/attested by Indian embassy or any authorized / recognized agency of India Embassy, where the supporting documents is being issued. The contact address & identification of certified translator must be mentioned at the end of the translated copy of the document.	It will be difficult to obtain Embassy notarisation all documents of translation. This requirement is not there in any other Metro Tenders. For legal requirement all these documents will be authenticated by PoA holder and covered by Tender Guarantees.	Should be complied as per Tender, Please follow Tender condition
3	Part - I	IV, Bidding Forms	143	3	3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.	It will be difficult to obtain Embassy notarisation for board resolution as per Chinese Govt rules. This requirement is not there in any other Metro Tenders. For legal requirement all these documents will be authenticated by PoA holder and covered by Tender Guarantees.	Should be complied as per Tender, Please follow Tender condition
4	Part - I	IV, Bidding Forms	64	6	6. Copy of registration certificate of firm / company with registrar of firms or under Indian company act etc. If registered in India or as per norms of country of origin in case a foreign bidders. In case of Foreign Company as a sole member/constituent, it should be registration / incorporation under relevant legislation for working in India and certificate of approval / permissions from RBI/FEMA.	Foreign supplier Registration certificate and permit to trade in Imports and Exports from respective countries is available. Permission from RBI is not available for foreign suppliers. This requirement is not there in any other Metro Tenders.	Tender Condition Prevails
5	Part - I	III, Evaluation & Qualification Criteria	72	4.2 (b)	Maintenance Contract & Experience The bidder must have successfully carried out post DLP AMC of 130Nos of Elevators and 193Nos of Escalator for continuous period of 5Year for airport/Metro/sub-urban railways as on date of tender submission. Starting 1st March 2011 to 31 March 2016.	5 year post DLP AMC experience in Infrastructure projects is not available as required. Lifts and Escalators in Metro Railways and Railways are installed recently. Request for considering DLP/AMC experience for the same. DLP and AMC Jobs are same and experience is equal.	Kindly Ref Addendum/ Corrigendum
6	Part - I	III, Evaluation & Qualification Criteria	74	4.2 (b)	For completed works, value of work done shall be updated to tender submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the Reserve Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the tender submission date.	Request for clarification of this clause since inflation rate 2% is applicable for foreign currency and 5% for INR. Exchange rate of latest year shall be applied if inflation at 2% is taken for the period upto latest year 'or' alternatively inflation rate 5% shall be applied (similar to INR) if exchange rate is taken at closing of respective years of work completion.	Clause is self explanatory, Inflation rate 2% per year is applicable for foreign currency. for foreign currency and Exchange rate of latest year shall be applied.
7	Part - I	IV, Bidding Forms	135 / 136	15	15. It is agreed by all the Members that there shall be separate Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the Consortium shall be discharged through the said Consortium Bank Account only and also all the payments received by the Consortium from the Employer shall be through that account alone.	In case of Consortium it is not possible to open one common Bank Account. However as per Tender conditions, Lead member will be responsible for all commercial dealings. We can submit individual letters from each member of the Consortium.	Kindly Ref Addendum/ Corrigendum
8	Part - IV	XII, BoQ	1037	Statement 16A	We confirm that we are solely responsible for obtaining deemed export benefit which we have considered in our tender and in case of failure to receive such benefits for any reason whatsoever, the Employer will not compensate us.	Deemed export benefit is available for projects funded by IBRD, IDA & ADB and other notified External agencies. Please clarify if deemed benefit available for Lift and Escalator works of this project and if we have to exclude or include Customer Duty and Excise Duty in the Tender Prices	Bidder to verify its applicability & quote his bid accordingly
9	Part-II	VII, Work Requirement, Particular Specification VII-B	366	6.8.2	A suitable car frame fabricated from galvanized cold rolled steel, bolted, or welded together to form a rigid structure shall be provided.	Hot rolled shall be considered wherever applicable due to its availability as well as to meet the safety factor. Hot rolled only is available for some sections as per required thickness	Tender Condition Prevails

10	Part-II	VII, Work Requirement, Particular Specification VII-B	368	6.8.10	The degree of ingress protection provided by both Car-door and Landing-door to the car and the internal machinery shall be IP-54	For door contacts IP 20 mentioned in clause 6.16.1.F.iii. But here it is mentioned as IP 54. Please clarify which one to follow	Tender Condition Prevails
11	Part - II	VII, Work Requirement, Particular Specification VII-B	482	6.4.5.2	All handrails shall have inserts and sliding surfaces of endless construction designs, synthetic materials, traction type, with a single, smooth, vulcanised joint. Both the inserts and sliding surfaces shall be made from laminated synthetic elastomeric rubber compound with a low stretch steel cord as reinforcement .The minimum breaking strength of the handrail shall be 25 KN and that of the joint shall be greater than 85% of the minimum breaking strength of the handrail. The hardness of the outer stock shall not be less than Shore 70° 5Ao.	We will provide NT handrail which has better performance in outdoor environment, without vulcanized joint, hardness will be between 80 ~90 °A	Tender Condition Prevails
12	Part-I	II, Bid Data Sheet	72	4.2 (b)	Maintenance Contract & Experience . The bidder must have successfully carried out post DLP AMC of 130Nos of Elevators and 193Nos of Escalator for continuous period of 5Year for airport/Metro/sub-urban railways as on date of tender submission.	The bidder must have successfully carried out post DLP AMC of 130Nos of Elevators and 193Nos of Escalator for continuous period of 5Year for airport/Metro/sub-urban railways. Request to add the following criteria " Commercial and residential Building as on date of tender submission. Starting or Indian partner should have minimum 10 years maintenance setup with 5000 unit service base". Please modify the clause otherwise we are not able to qualify.	Kindly Ref Addendum/ Corrigendum
13	Part-I	IV, Bidding Forms	135-136	15	15. It is agreed by all the Members that there shall be separate Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the Consortium shall be discharged through the said Consortium Bank Account only and also all the payments received by the Consortium from the Employer shall be through that account alone	Technically and practically not possible as the consortium is formed for respective scope of works which are executed at different places, like supplies from abroad and services in India, This requirement is not asked in any project. Request to review and clarify actual requirement By law not possible so please release addendum	Kindly Ref Addendum/ Corrigendum
14	Part-I	III, Evaluation & Qualification Criteria	74	4.2(b)	4.2(b)For completed works, value of work done shall be updated to tender submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the Reserve Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable 28days before the tender submission date.	For fair comparison, exchange rate of latest year shall be applied if inflation at 2% is taken for the period up to latest year 'or' alternatively inflation rate 5% shall be applied (similar to INR) if exchange rate is taken at closing of respective years of work completion. Request for clarification of above since inflation rate 2% is applicable for foreign currency and 5% for INR	Clause is self explanatory, Inflation rate 2% per year is applicable for foreign currency. for foreign currency and Exchange rate of latest year shall be applied.
15	Part-I	II, Bid Data Sheet	35	BDS	(a) A Joint Venture / Consortium Agreement shall be provided duly notarized by the notary public or registered with the appropriate authority of country of origin and should be stamped by Embassy /High Commission of India. Bidders from Member Countries of Hague convention may submit all these documents with "Apostille" stamp instead of Embassy.	Kindly allowed to do "Apostile" of Power of Attorney , Nortarization of Consortium agreement and Work Experience certificate within 60 days of award letter. The process of getting the document "Apostile" is very tedious& lengthy.	Tender Condition Prevails
16	Part-I	II, Bid Data Sheet	35	ITB 4.12	ITB 4.12 (Additional Para) For a Power of Attorney executed and issued overseas, the document will also have to be endorsed by the Indian Embassy or registered with appropriate statutory authority in the jurisdiction & as per that law of the country, where the Power of Attorney is being issued. However, the Power of Attorney provided by a Bidder from a country which has signed the Hague Legislation Convention 1961 is not required to be endorsed by the Indian Embassy if it carries a conforming Appostille certificate	Kindly allowed to do "Apostile" of Power of Attorney and Nortarization of Consortium agreement within 60 days of award letter. The process of getting the document "Apostile" is very tedious& lengthy.	Should be complied as per Tender, Tender Condition Prevails
17	Part-II	VII, Work Requirement, Particular Specification VII-B	483	6.4.6.10	Kindly Consider The chain rollers/wheels shall have durable elastomer materials bonded to a metal die case hub/PU hub. The shore hardness of the tyre materials shall be 92o ± 3oA when cured. The bond shall have sufficient strength to avoid de-trying under all load conditions.	The life of Metal Hub roller and Pu Hub roller is same so please give the option for both. By using of Pu Hub there is less load on motor and truss due to weight difference.	Tender Condition Prevails
18	Part-II	VII, Work Requirement, Particular Specification VII-B	363	6.3.3(g)	The Lift machine shall be fitted with a manual emergency device capable of having the brake released by hand and requiring a constant effort to keep the brake open. The manual emergency device shall be handle operated. The handle should be robust and able to bear the human intervention. It will be evaluated during detailed design stage	In belt drive drive not possible to provide manual rescues by handle so please consider The Elevator machine shall be fitted with a manual /Battery emergency device capable of having the brake released by hand and requiring a constant effort to keep the brake open. The manual emergency device shall be handle/Battery operated. The handle/Button should be robust and able to bear the human intervention. It will be evaluated during detailed design stage	Clause is self-explanatory, Tender Condition Prevails

19	Part-II	VII, Work Requirement, Particular Specification VII-B	496	6.10.4	Additional feature for Semi-outdoor Type Escalators	Schedule of semi-outdoor and indoor Escalators is enclosed in Item I below	Kindly Ref Addendum/ Corrigendum
20	Part - II	VII, Work Requirement, Particular Specification VII-B	480	6.4.4.1	(a) Handrail decks Profile: Minimum 1.5mm thick stainless steel, and profile hairline finish (Grade 304)	Different requirements for panel thickness, please confirm all the thickness means nominal thickness and can follow related Chinese standard or international standard which allow +/- tolerances on nominal dimensions specified	Tender Condition Prevails
21	Part - II	VII, Work Requirement, Particular Specification VII-B	480	6.4.4.1	(b) Inner panels: For stainless steel panels, minimum 1.5 mm thick stainless steel, hairline finish (Grade 304), with reinforcement and sprayed-on fire resistant vibration/ sound attenuating backing subject to the acceptance of the Engineer	Different requirements for panel thickness, please confirm all the thickness means nominal thickness and can follow related Chinese standard or international standard which allow +/- tolerances on nominal dimensions specified	Tender Condition Prevails
22	Part - II	VII, Work Requirement, Particular Specification VII-B	480	6.4.4.1	(c) Outer cladding panels: Minimum 1.5mm thick stainless steel with hairline finish (Grade BS304) in Visible and non-visible sections per notice of no objection of Engineer. Panels shall be with reinforcement and sprayed - on fire resistant vibration / sound attenuating backing material subject to the acceptance of the Engineer. The cladding shall be provided on all three sides including bottom side.	Different requirements for panel thickness, please confirm all the thickness means nominal thickness and can follow related Chinese standard or international standard which allow +/- tolerances on nominal dimensions specified	Tender Condition Prevails
23	Part - II	VII, Work Requirement, Particular Specification VII-B	480	6.4.4.1	(d) Skirt panels: Minimum 2.0 mm thick stainless steel, hairline finish, with a material of low coefficient of friction such as Teflon or equivalent as notice of no objection without objection by the Engineer applied on the surface.	Different requirements for panel thickness, please confirm all the thickness means nominal thickness and can follow related Chinese standard or international standard which allow +/- tolerances on nominal dimensions specified	Tender Condition Prevails
24	Part - I	III, Evaluation & Qualification Criteria	71	4.1	Experience of 10 years under Escalators and Elevators contracts ending 31st March 2016 required from all members of JV/ Consortium	In similar tenders floated Delhi Metro Rail Corporation, partners having less than 26% participation in Consortium/ JV are termed as non-substantial partners and their work experience is not considered for evaluation. This will encourage wider participation and more competitive rates. Alternatively, in case of JV, parent companies experience and credentials should be considered and that of JV partner having less than 26% should not be considered being non-substantial partner.	Tender Condition Prevails
25	Part - I	III, Evaluation & Qualification Criteria	71	4.2 (a)	Should have International Experience of manufacturing & supplying min. 44 no.s of similar elevators and 64 no.s of similar escalators each in at least 2 countries excluding the country of origin	This is very restrictive and will limit participation to very few very large companies leading to limited participation and resultant very high prices of equipment. This quantity may kindly be reduced and amended to elevators and/or escalators.	Tender Condition Prevails
26	Part - I	III, Evaluation & Qualification Criteria	72	4.2 (b)	Should have successfully carried out post DLP AMC of 130Nos of Elevators and 193Nos of Escalator for continuous period of 5Year for airport/Metro/sub-urban railways as on date of tender submission starting 1 March 2011 to 31 March 2016	This is very restrictive and will limit participation to very few very large companies leading to limited participation and resultant very high prices of equipment. This quantity may kindly be reduced and amended to elevators and/or escalators.	Kindly Ref Addendum/ Corrigendum
27	Part - I	II, Bid Data Sheet	35		(a) A Joint Venture / Consortium Agreement shall be provided duly notarized by the notary public or registered with the appropriate authority of country of origin and should be stamped by Embassy / High Commission of India. Bidders from Member Countries of Hague convention may submit all these documents with "Apostille" stamp instead of Embassy.	We have India operation with thyssenkrupp Elevator (India) Pvt. Ltd. and will source material from our China base company, thyssen Elevators Co. Ltd. So, in this case, do we need a JV letter authorized by Indian Embassy ? or JV registration need to have and then authorisation by Indian Embassy?	Clause is self-explanatory

PART-II : ADDENDUM/CORRIGENDUM-II
DESIGN, MANUFACTURING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF HEAVY DUTY MACHINE ROOM LESS ELEVATORS & ESCALATOR FOR NMRC PROJECT

Sl. No.	Part	Section	Page No.	Clause No	Bid Condition	Addendum/ Corrigendum to be read as
1	I	III, Evaluation & Qualifying Criteria	71	4.2 (a)	<p>The Design, Manufacturing, Supply, Installation, Testing and Commissioning of Elevators and/or Escalator for Metro, Airport and Suburban Railways completed in last 10 years as mentioned below :-</p> <p>a) Should have received more than INR 1600Million from a single contract comprising of Elevators and/or Escalators Or</p> <p>b) Should have received more than INR 1000Million each from two contracts of Elevator and/or Escalator Or</p> <p>c) Should have received more than INR 800Million each from three contracts of Elevator and/or Escalator</p> <p>If the sole Tenderer or any / all members of JV / JVA / Consortium part constituting the Tenderer is / are from foreign, then the member responsible for manufacturing & supplying of Elevators/Escalator should have an international experience of manufacturing and supplying minimum 44Nos of similar Elevators and 64Nos of similar Escalator each in at least two countries excluding the country of the origin.</p> <p>Similar Elevators/Escalator implies Elevators/Escalator for Airport/Metro/Sub-urban Railways.</p> <p>All Parties Combined: Must Meet Requirmen</p> <p>Each Member: N/A</p> <p>Any One Member : Lead Member Must Meet Requirement</p>	<i>Evaluation & Qualifying Criteria Modified, (Refer to Item AA below.)</i>
2	I	III, Evaluation & Qualifying Criteria	72	4.2 (b)	<p>4.2 (b)Maintenance Contract & Experience</p> <p>The bidder must have successfully carried out post DLP AMC of 130Nos of Elevators and 193Nos of Escalator for continuous period of 5Year for airport/Metro/sub-urban railways as on date of tender submission. Startin</p>	<i>Evaluation & Qualifying Criteria Modified, (Refer to Item AA below.)</i>
3	I	IV, Bidding Forms	134	8	Form of Joint Bidding Agreement	<i>Form of Joint Bidding AgreementModified (Refer to Item BB below)</i>
4	Part-II	VII, Work Requirement, Particular Specification VII-B	496	6.10.4	Additional feature for Semi-outdoor Type Escalators	<i>Semi-outdoor Type Escalators and Lift Schedule (Ref to Item-I Below)</i>

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
1.0	Eligibility						
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Agency Eligibility	Not being ineligible to the Agency financing, as described in ITB 4.3	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Letter of Bid)
1.4	Government Owned Entity of the Borrower country	Meet conditions of ITB 4.3	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2, with attachments
2.0	Historical Contract Non-Performance						

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor's default in the past five (5) years.	Must meet requirement ²	Must meet requirement	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on absence of Bid Security	Not under suspension based absence of a Bid Security pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
2.3	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	N/A	Form CON - 2
3.0	Financial Situation and Performance						
3.1	Financial Capabilities	(i)The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet	Must meet requirement	Must meet requirement	Must meet requirement as per their % share	N/A	Form FIN-3.1 and FIN-3.3

¹Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

²This requirement also applies to contracts executed by the Bidder as JV member.

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
		the construction cash flow requirements estimated as INR 112 Million (or USD equivalent on the day of bid submission) for the subject contract(s) net of the Bidder's other commitments.					
i-a.	Bid Capacity	<p>Evaluation of Bid Capacity The Bidders will be qualified only if their available bid capacity is more than INR 2000 Million. Available bid capacity will be calculated based on the following formula: Available Bid Capacity= 2*A*N - B Where, A = Maximum of the value of Works executed in any one year during the last five financial years reckoned up to 31st March 2016 (updated to base date price level assuming 5% inflation per year compounded annually for Indian project and 2% for foreign project.) N = Number of years prescribed for completion of the present work B = Value of existing commitments as</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN-3.4

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
		on first day of the month of this Bid submission i.e. for on-going construction works during next 156 weeks. Proportionate value will be taken if it falls during the financial year. <u>Note:</u> 1. The available bid capacity should be more than the INR 2000 Million. 2. A certificate issued from a chartered accountant certifying A and B value must be enclosed with the Technical bid					
		(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN - 3.4
		iii) The audited balance sheets for the last 5 (five) years (FY 2011-12, 12-13, 13-14, 14-15 & 15-16) shall be submitted and must demonstrate the current soundness of the Applicant's	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN - 3.1, with attachments

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
		financial position and indicate its prospective long-term profitability. The Bidder should be a Profit (Net) making firm and should have made profit during any two of the last 5 financial years i.e. (FY 2011-12, 12-13, 13-14, 14-15 & 15-16)					
(ii-b)	Net Worth	Net worth of Bidder ending 31.03.16 should be minimum INR 200Million . In case of JV, Net worth will be evaluated only for the lead member.	Must meet requirement	N/A	N/A	Must meet requirement (for Lead Member only)	Form FIN - 3.1

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of INR 1350 Million (or USD equivalent) equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 5 (five) years Note: 1. Last five years shall be 2011-12 to 2015-16. In case of Companies, which follows Financial Year as Calendar Year (January to December), data for the year 2015 shall be treated equivalent to the data of FY 2015-16 and so on.	Must meet requirement	Must meet requirement	Must meet requirement as per their % share	N/A	Form FIN - 3.2
3.3	Corporate Debt Restructuring	The bidder having undergone Corporate Debt Restructuring (CDR) in last five years must submit their banker's certificate stating that their account with the bank is "standard account" as on 31/03/2016.	Must Submit	N/A	Must Submit	N/A	In case bidder has not undergone CDR then as sole bidder/all members in case of JV must submit

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
							undertaking to the effect of not having undergone CDR
4.0	Experience						
4.1	General Construction Experience	The Tenderers will be qualified only if they have 10 Years of Experience in the field of "The Design, Manufacturing, Supply, Installation, Testing and Commissioning of Elevators & Escalator" as on date of tender submission in above key activities	Must meet requirement	N/A Must meet requirement	Must meet requirement Must meet requirement as per their Role In JV/ Consortium	N/A	Form EXP - 4.1
4.2 (a)	Specific Construction & Contract Management Experience	The Design, Manufacturing, Supply, Installation, Testing and Commissioning of Elevators and/or Escalator for Metro, Airport and Sub-urban Railways/ Railways completed in last 10 years as mentioned below :- a) Should have Completed more than INR 1600Million	Must meet requirement	N/A Must meet requirement	N/A Must meet requirement as per the role	N/A	Form EXP 4.2(a)

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
		<p>from a single contract comprising of Elevators and/or Escalators</p> <p align="center">Or</p> <p>b) Should have Completed more than INR 1000Million each from two contracts of Elevator and/or Escalator</p> <p align="center">Or</p> <p>c) Should have Completed more than INR 800Million each from three contracts of Elevator and/or Escalator</p> <p>If the sole Tenderer or any / all members of JV / JVA / Consortium part constituting the Tenderer is / are from foreign, then the member responsible for manufacturing & supplying of Elevators/Escalator should have an international</p>			in JV/ Consortium		

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
		experience of manufacturing and supplying minimum 44Nos of similar Elevators and 64Nos of similar Escalator each in at least two countries excluding the country of the origin. Similar Elevators/Escalator implies Elevators/Escalator for Airport, Metro, Sub-urban Railways/ Railways					
4.2 (b)	Maintenance Contract & Experience	The bidder must have successfully carried out post DLP AMC of 130Nos of Elevators and 193Nos of Escalator during last 5 Year for airport, Metro, sub-urban railways as on date of tender submission. Starting 1st March 2006 to 31 March. 2016.	Must meet requirement	Must meet requirement	N/A	Lead Member Must Meet Requirement <i>Responsible Member Must Meet Requirement</i>	Form EXP 4.2(b)

ANNEXURE TO ADDENDUM

Item AA (Refer SN. 1 & 2 above)

No.	Subject	Requirement	Single Entity	Joint Venture/ Consortium (existing or intended)			Documentation
				All Parties Combined	Each member	Any one member	
4.2 (c)	Quality & EHS Qualification Criteria	1. The Bidder must have Environmental Management Certificate ISO: 14001 2. The Bidder must have Quality Management Certificate ISO: 9001/ DNV/ TUV/ JAS-ANZ/ equivalent 3. The Bidder must have Health and Safety Certificate OHSAS: 18001 The bidder must agree to deploy at least one key personnel having Social & Environment expertise of minimum ten years in sites management measure pertain to Social & Environment issues.	Must meet requirement	Must meet requirement	N/A	Must meet requirement (Lead Member)	Form PER-2 (for CV of EHS personnel)

Notes:

The tenderer shall submit details of work executed by them in the Performa of **Annexure-I** for the works to be considered for qualification of work experience criteria. Documented proof such as completion certificates from client clearly indicating the natural scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.**

Value of successfully completed portion of any ongoing work up to date of tender submission will also be considered for qualification of work experience criteria.

For completed works, value of work done shall be updated to tender submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. **For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the Reserve Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the tender submission date.**

In case of joint venture / Consortium, full value the work, if done by the same joint venture or any of members of the Joint Venture shall be considered. If the work done by them in any other JV/consortium, value of work as per his percentage & scope of participation in that JV shall be considered.

5. Domestic Preference (Deleted)

Not Applicable

In case applicant claims experience for a project undertaken as a member of JV, the particular firm's position in the JV needs to be clearly brought out in the client's certificate or Joint Venture MOU/ Agreement.

The applicant shall clearly identify the following to meet the experience requirement:

Type of Services Rendered		Lead Partner	Partner-1	Partner-2
Design/ Design Verification & Detail Engineering	Elevators			
	Escalators			
Manufacture	Elevators			
	Escalators			
Supply	Elevators			
	Escalators			
Installation, Testing and Commissioning	Elevators			
	Escalators			

The experience will be considered as per the participation of the applicant in the JV or Association of the completed work.

(Item BB, Refer Sr. No. 3 above)

(Revised)

8. Form of Joint Bidding Agreement

(JV/ Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting the Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM / JOINT VENTURE AGREEMENT BETWEEN

M/S....., M/S.....,

M/S..... AND M/S.....

FOR (.....)

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this..... day of Two thousand Twelve between

..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), and

..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and

..... a Company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 3", which expression shall include its successors, executors and permitted assigns)

(The Bidding JV/consortium should list the name, address of its registered office and other details of all the JV/consortium Members)

for the purpose of submitting the Bid in response to the Bidding Documents and in the event of selection as Successful Bidderto execute the Contract Agreement and/or other requisite documents, and to carry out the ‘.....’ (“Works”) for Nagpur Metro Rail Project to be awarded by Nagpur Metro Rail Corporation Limited (hereinafter referred as “NMRCL” or “the Company”).

Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS NMRCL desired to engage a contractor for [name of the Works] for Nagpur Metro Rail Project.

AND WHEREAS the JV/Consortium of [.....] (insert the names of all the Members) intends to participate for the Bid, against the Bidding Documents issued to

(Item BB, Refer Sr. No. 3 above)

..... [Insert the name of purchaser of Bidding Document].

AND WHEREAS Para BDS ITB 4.7 of the Instructions to Bidder stipulates that the Bidders bidding on the strength of a consortium shall submit a legally enforceable JV/Consortium Agreement in a format specified in the Bidding Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement, all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the JV/Consortium as the Successful Bidder by the Company, we the Members of the JV/Consortium and Parties to the JV/Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Bidding Documents for self and agent for and on behalf of (the names of all the other Members of the JV/Consortium to be filled in here) to do on behalf of the JV/Consortium, all or any of the acts, deeds or things necessary or incidental to the JV/Consortium's Bid for the Contract including submission of the Bid, participating in meetings, responding to queries, submission of information/ documents and generally to represent the JV/Consortium in all its dealings with NMRCL or any other Government Agency or any person, in connection with the Works until culmination of the process of bidding till the Contract is entered into with NMRCL and thereafter till the expiry of the Contract.
2. The Lead Member is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/Consortium and receive instructions and *ensure its compliance* for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried as under;:-
 - (a) Exclusively through the Lead Member. (If the successful bidders are under JV agreement)
 - (b) To each member of Consortium with a covering letter of Lead member of Consortium specifying the payable amount , bank details & detail of part of the work done (If the successful bidders are under Consortium Agreement)

In both the cases above all the JV/Consortium members are not exempted from their legal & contractual obligation collectively with NMRCL. All the members are jointly & severely liable to complete the entire legal & contractual obligation with NMRCL and none of the member shall deny to complete the balance work in case of default of any member of JV/Consortium

3. The Lead Member shall be liable and responsible for co-ordinating and ensuring the individual and collective commitment of each of the Members of the JV/Consortium in discharging all their respective obligations under the Contract with NMRCL. Each JV/Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement. However in case of default of any member the entire JV/Consortium member shall be jointly & severely liable

(Item BB, Refer Sr. No. 3 above)

4. In case of any breach of any of the obligations as specified under [clause 3](#) above by any of the JV/Consortium Members, all the members shall be liable to fulfil such obligation.
5. It is agreed that sharing of responsibilities hereto among the JV/Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents JV/Consortium
6. This JV/Consortium Agreement shall be construed and interpreted in accordance with the Laws of **India**.
7. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the Bidding Documents, on behalf of the JV/Consortium.
8. It is hereby agreed that in case of selection of bidding JV/Consortium as the Successful Bidder, the Parties to this JV/Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the JV/Consortium, as stipulated in the Bidding Documents.

Or

The Performance Security as stipulated in the Bidding Documents shall be furnished by the Members on behalf of the JV/Consortium in such proportion as may be agreed to between us.

9. It is further expressly agreed that the JV/Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.
10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the JV/Consortium Members respectively from time to time in response to the Bidding Documents for the purposes of the Bidding.
11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows: (Responsibility along with the value of work shall be pre-defined & Annexed as Annexure-A)

.....
.....
.....
.....
.....

12. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Awarded Works as envisaged in the Bidding Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Bidding Documents.
13. It is clearly agreed that the Lead Member shall ensure the performance under the Contract

(Item BB, Refer Sr. No. 3 above)

and if one or more JV/Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the JV/Consortium Members and penal action shall be taken against all members of JV/Consortium as per provision of Contract Agreement

14. It is agreed by all the Members that there shall be separate Bank Account (distinct from the bank accounts of the individual Members) in the name of JV, to which the individual Members shall contribute their share capital and /or working capital and the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received by the JV from the Employer shall be through that account alone. *(Applicable in case Joint Venture)*

Or

It is agreed by all the Members that the payment shall be received from the Employer (NMRCL) to Bank Account of each member in proportion to their executed work. Such payment shall be forwarded to Employer (NMRCL) with a covering letter & recommendation of Lead member of Consortium specifying the payable amount, Bank Account & detail of the part of the work done etc. (Applicable in case of Consortium Agreement)

15. It is hereby expressly agreed between the Parties to this JV/Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of NMRCL.
16. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium.

This JV/Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the JV/Consortium/Bidder's legal persona and there is or are no other agreements relating to the Consortium/Bidder's incorporation, constitution, powers or organisation which may affect in any way its ability to carry out the Works;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of NMRCL.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (party 1)

(Item BB, Refer Sr. No. 3 above)

presence pursuant to the M/s.....
Board of Director's resolution
dated

.....
(Signature) representative)	(Signature of authorized representative)
Name:	Name:
Designation:.....	Designation:
Place:	
Date:	

Witness:

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Common Seal of	For and on behalf of
has been affixed in my/our	Consortium Member (Party 2)
presence pursuant to the	M/s.....
Board of Director's	
resolution dated	

.....
(Signature)	(Signature of authorized representative)
Name:	Name:
Designation:	Designation:
Place:	
Date:	

WITNESS

1.
(Signature)
Name

(Item BB, Refer Sr. No. 3 above)

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

.....

(Signature)

(Notary Public)

Place:

Date:

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (Party 3)
presence pursuant to the M/s.....
Board of Director's
resolution dated

.....

(Signature)

Name:

Designation:

Place:

Date:

.....

(Signature of authorized
representative)

Name:

Designation:

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Attested:

(Item BB, Refer Sr. No. 3 above)

.....
(Signature)
(Notary Public)

Place:

Date:

ANNEXURE TO ADDENDUM

Item I (Refer SN.4 above)

Quantity of Semi-Outdoor Escalators height wise - Total for the Project

Sl. No.	Rise	Quantity (Nos.)	Quantity (Nos.)	Quantity (Nos.)	Quantity (Nos.)	Quantity (Nos.)
	(in mtr)	for Priority Section	for Reach 1	for Reach 2	for Reach 3	for Reach 4
		SS Bal'de	SS Bal'de	SS Bal'de	SS Bal'de	SS Bal'de
1.	5	0	2	4	0	8
2.	6	0	2	0	0	0
3.	7	0	8	0	20	8
4.	8	0	8	16	0	0
Sub Total		0	20	20	20	16
Total		0	20	20	20	16
G.Total		76				

Note:-

1. The above rises may vary by ± 0.5 m based on site conditions; however the contractor shall not be entitled for any extra payment on account of this variation. The payment will be made as per the applicable band range of vertical rise defined in the BOQ.
2. The Balustrade shall be either of Stainless Steel or of Glass.
3. The above quantity will be distributed in two different LOTS as defined in ITT.
4. Actual distribution of quantities in each LOT will be done during the execution stage based on the sections / stations in each corridor.

TABLE 1: Type and Rise-wise Details of Lifts

Quantity of Lifts height wise - Total for the Project											
Sl. No.	Rise	Quantity (Nos.)		Quantity (Nos.)		Quantity (Nos.)		Quantity (Nos.)		Quantity (Nos.)	
	(in mtr)	for Priority Section		for Reach 1		for Reach 2		for Reach 3		for Reach 4	
		SS Bal'de	Glass Bal'de	SS Bal'de	Glass Bal'de	SS Bal'de	Glass Bal'de	SS Bal'de	Glass Bal'de	SS Bal'de	Glass Bal'de
1.	5	6	0	6	0	12	0	0	0	8	0
2.	6	0	0	8	0	4	0	0	0	8	0
3.	7	0	0	14	0	8	0	40	0	16	0
4.	8	0	0	0	0	0	0	0	0	0	0
Sub Total		6	0	28	0	24	0	40	0	32	0
Total		6		28		24		40		32	
G.Total		130									