

बृहन्मुंबई महानगरपालिका
Municipal Corporation of Greater Mumbai

ADDITIONAL MUNICIPAL COMMISSIONER (PROJECTS)

GOREGAON MULUND LINK ROAD PROJECT

PACKAGE-I
REQUEST FOR QUALIFICATION

"DESIGN AND CONSTRUCTION OF SOUTH TUNNEL INCLUDING FILM CITY GATE SIDE APPROACHES & BOX TUNNEL (PACKAGE-I) OF GMLR PROJECT"

INTERNATIONAL COMPETITIVE BIDDING

NOVEMBER -2020

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DISCLAIMER

The information contained in this "Request for Qualification" document (the "**RFQ**") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the MCGM or any of its employees or advisors/consultants, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the MCGM to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the "**Application**"). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the MCGM in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the MCGM, its employees or advisors/consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MCGM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The MCGM, its employees and advisors/consultants make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with qualification of Applicants for participation in the Bidding Process.

The MCGM also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

The MCGM may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the MCGM is bound to select and shortlist qualified Applications for Bid Stage or to appoint the selected Bidders, as the case may be, for the Project and the MCGM reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MCGM or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the MCGM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. Ch.E. /20/4653 / Bridges dated 03.11.2020

e- RFQ NOTICE

1. The Municipal Corporation of Greater Mumbai (MCGM) referred employer hereafter is implementing Goregaon-Mulund Link Road (GMLR) Project. The objective of this project is to provide a connectivity of Eastern Express Highway and Western Express highway to relieve the traffic congestion in Mumbai. As a part of this Municipal Commissioner of MCGM has invited **this RFQ for "Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project".**

The following are the salient features of the project:

Sr. No	Description	Details
1	**Length of proposed South Tunnel**	4.685 km
2	**Finished Tunnel Diameter**	13 m Internal dia.
3	**Strata**	Mostly Basalt
	Minimum height of overburden	25 m approx. above road level
	Maximum height of overburden	160 Mt. Approx. above road level
4	**Road Level on Portals ends**	MSL 51 m Goregaon side and MSL 33 m Mulund side
5	**Lining**	Concrete Segmental Lining
6	**Max Design Speed**	80 kmph
7	**Road Lane & Length**	3 lanes + footpath with utility trough,
		SouthTunnel= 4685 Mt
		Box Tunnel = 2040 Mt (1020 x 2 Nos) Goregaon Side
		Open cut & Approaches = 760 Mt (380 Mt on film city gate side x 2 Nos)
		Total Road length = 7485 Mt(4685+760+2040)
8	**Estimated Cost - INR.**	Rs. 3205 Crore
9	**Duration**	**60** Months (Inclusive of Monsoon)
10	**TBM**	Suitable capacity and dia.
11	**Angular Cross Passage**	300 m C/C spacing

2. In continuation to EOI, the Municipal Corporation of Greater Mumbai (MCGM) re-invites online e-RFQ for two stage bidding process for the work of **"Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project" on Design and Construction basis.**

Bidders are requested to demonstrate experience as under: -

3. A. Financial Capacity:

3.1. Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to **30%** of the estimated cost of work in **last Five (5) financial years** immediately preceding the Financial Year in which bids are invited.

3.2. The Bidder shall have a minimum requirement of Net Worth calculated as the difference between total assets and total liabilities should be positive.

3.2.1. To ascertain this, bidder shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant of last 5 Financial Years.

3.2.2. Net worth

Net worth = Total assets -Total liabilities

Net worth of the firm should be Positive.

3.3 Bid Capacity:

The bid capacity of the prospective bidders will be calculated as under:

Assessed Available Bid Capacity = (A* N* 2 - B)

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last seven years.

N = Number of years prescribed for completion of the Project/Works including **monsoon period**, for which these bids are being invited.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 5% per annum assuming rate of inflation for Indian Rupees & 2% per annum for Foreign currency portion per year; calculated from the date of completion to the original date of Submission of RFQ documents.

Even though the applicant meets the above qualifying criteria, they are subject to disqualification if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

4.1 Technical capacity:

a) The bidder should have successfully completed at least one project of Tunnel by TBM technology of minimum finished diameter of 5.2 mtr and minimum length of 3.76 Km in single contract in the last 20 years anywhere in the world.

b) The bidder should have successfully completed at least one project of Tunnel by TBM technology for Road/Railway /Hydro sector in last 20 years of following finished diameter and Length anywhere in the world.

At least one similar work of more than 8.50 m dia* to 9.90m dia* of minimum 3.76 km length

OR

At least one similar work of more than 9.90 m dia* to 11.35m dia* of minimum 2.82 km length

OR

At least one similar work of more than 11.35 m dia* of minimum 1.88 km length

Similar Work: "Construction of Tunnel (Road / Railway / Hydro) sector with TBM Technology in last **20** years.

(dia.* is finished diameter of tunnel.)

c) The Bidder should have completed or undertaken the tunneling work & received the payment towards the completed work or ongoing work in last 20 years of the following value (updated value) anywhere in the world.

One Tunnel project of Cost not less than Rs.1923Cr.*

OR

Two Tunnel projects of cost each not less than Rs.1282 Cr.*

OR

Three Tunnel projects of cost each not less than Rs. 962 Cr. *

* The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 5% per annum assuming rate of inflation for Indian Rupees & 2% per annum for foreign currency per year; calculated from the date of completion to the original date of Submission of RFQ documents.

AND

d) The Bidder should have successfully completed at least one Project of Tunnel by TBM Technology of minimum finished dia of 5.2 mtr in last 20 years as a Prime Contractor/ Lead Partner/Equal partner in a Joint Venture under the overburden of minimum depth upto 100 mtr in Indian Urban Environment. Tunneling Length should not be less than 2.0 km.

The Bidder shall fulfill the minimum qualification of the Financial Criteria and Technical Criteria (a, b, c & d) as given above.

Bidder has to fulfill technical criteria 'a' on its own. No associate will be allowed for qualifying in 'a'. If the Bidder does not fulfill the criteria as specified in technical requirement (b, c & d) as a Single Entity or as Joint Venture, the Bidders can join hands with Associate agency who is having technical credentials mentioned in Technical Criteria (b, c & d) as an Associate Tunneling Contracting Agency. Details of the same are described in bid document.

Notes: -

i. The Tenderer should submit the details of sub-contractor/ specialized agencies for the work of "Design of tunnel & construction of concrete road" in case contractor do not possess the requisite experience of these works.

ii. The Exchange rate of foreign currency shall be applicable 28 days before the Original date of submission of e-RFQ.

iii. The applicant(s) in their own name should have satisfactorily executed the work of similar nature with MCGM/Semi Govt. /Govt./International & Public Sector Organizations during last Twenty (20) years i.e. not before 1st January 2000.

iv. A notarized pretender agreement with the Associate Tunneling Contracting (ATC) Agencies shall be submitted in e Packet A as per Proforma- B

4.2 It may be noted that if the bidding agency does not possess an experience of designing the tunnel then the bidding agency is expected to have an MOU with a Design Consultant having experience of designing of a Transport tunnel of minimum 10.0 m dia. The employer will approve the Design Consultant by verifying Design Consultant's eligibility after RFQ process .The RFP documents shall be made available only after approval of Design consultant by the Employer. The bidding agency/entity shall ensure that the Design Consultant is not associated with any other agency bidding for this project.

4.3 The bidding agency if does not possess an experience of construction of concrete road then it is expected to have a MOU with experienced road contractor who has executed a concrete road of minimum Single lane wide 17 km length or 2 lane wide 8.5 km or 4 lane wide 4.0 km length in a single project.

4.4 Bidders shall ensure the procurement of TBM from manufacturers having experience of manufacturing large diameter TBM i.e. more than 10 mtr dia.

Bidders shall ensure to deploy the experienced technical team of TBM operators having experience of operating large diameter TBM i.e. more than 10 mtr dia. for day to day operation. An undertaking to this effect shall be insisted by MCGM from bidder before RFP.

5. The GOI has recently issued the Notification U/No. F.No. 6/1/2019- PPD dtd. 23.07.2020 for insertion of Rule 144(xi) in the General financial rules (GFRs), 2017 entitled 'fundamental principles of public buying' which has given directions regarding business with the border sharing countries. The same has is available elsewhere in this document as Annexure -A. Employer may send the list of bidders/sub-contractors to the relevant department of Govt. of India for clearance from national security and public interest perspective. The decision of the authorities in this regard shall be final and conclusive and binding on the bidders / Sub contractors. MCGM shall have the right to reject any bid / bidder / subcontractor if the relevant authority of Govt. of India doesn't accord clearance to the bidder / sub- contractor.

JOINT VENTURE

In case of Joint Venture, the guidelines for the JV are as below-

a) Number of members in a JV firm shall not be more than two. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.

b) The tender form shall be purchased and submitted in the name of the JV firm or any constituent member of the JV.

c) The lead member should have at least 51% stake and other partner should have at least 26% stake.

d) A copy of Letter of Intent and Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with this qualification submission. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical, and other obligation shall be furnished in the agreement.

e) Change in the composition of a Joint Venture will not be permitted after submission of RFQ. If changes are made at Post RFQ stage the bid will not accepted and agency will be liable to be black listed for Five (5) years.

f) Once Bid is allotted, the JV agreement shall not be modified/altered/terminated. In case of successful tenderer, the validity of this agreement shall be extended till the contract period expires. If the contractor fails to observe/comply with this stipulation, 2% of the bid amount shall be forfeited.

6. The selected Bidder, who is either a company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to execution of the Contract agreement (the "Bidders") shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of a long - term Contract agreement (the "Contract Agreement") to be entered into between the Bidders and the MCGM in the form provided by the MCGM as part of the Bidding Documents pursuant hereto.

7. **The scope of work will broadly include** "Design & Construction of South Tunnel with Precast Concrete Segmental lining by TBM Technology and Cut and Cover Box tunnel with approach at film city gate excluding electrical and mechanical works and operation & maintenance work but including DLP of Civil contract items".

8. Indicative capital cost of the Package (the "Estimated Package Cost") will be specified in the Bidding Documents of the Package. The assessment of actual costs, however, will have to be made by the Bidders.

9. The MCGM shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the MCGM, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the "Application Due Date").

10. Interested applicants may submit their Application for the package either as single entity or in the form of Joint Venture. Joint Venture is allowed with maximum two partners (One Lead and other as a supporting partner). The lead member should have at least 51% stake and other partner should have at least 26% stake in case of JV.

11. The firms must demonstrate that they meet or exceed the criteria in Qualification Criteria by providing details of Eligible Experience which shall be assessed against the characteristics. For Reference Project submitted as:

    i. Eligible Experience:- The firm shall submit the relevant project details along with work order and scope of work in hand.

    ii. In case a particular project has been jointly executed by the firm (or any Party constituting the Tenderer) as part of a JV, the firm shall further support its claim for the share in work done for that particular project by producing a certificate from its client. The Completion Certificate issued/shall be issued by the Authorized Officer of the concerned public authority and it shall be the basis for deciding the eligibility. "MCGM shall get it verified/vetted from the certificate issuing authority. However, it shall be responsibility of the bidders to follow up with their client & get it verified/vetted in stipulated time period.

    iii. Contractor should upload scanned copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company and Audited Balance Sheets for last five financial years in case of Foreign Companies

    iv. The Bidder shall have the minimum Turnover as specified at the close of the preceding financial year. (In case of a JV, the lead member should meet at least 51% of the minimum Turnover Criteria and the other Partner should fulfill at least 26% of the minimum Turnover Criteria together should fulfill 100 %)

    v. In case of JV, any member of the JV may individually satisfy the eligibility criteria as specified under "**Qualification Criteria**".

Brief description of Bidding Process

12. Employer has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Package. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties/ Joint Ventures who make an Application in accordance with the provisions of this RFQ (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Joint Venture). Prior to making

an Application, the Applicant shall pay to the authority online through payment gateway from e-wallet, a non-refundable sum of INR 8500/- plus GST as the cost of the RFQ Documents and process downloading. After the evaluation of Applications, Employer shall inform by official e-mail to pre-qualified Applicants (Bidders) who are qualified (in RFQ) and they shall be eligible for participation in the second stage (RFP) of the Bidding Process (the "Bid Stage") comprising Request for Proposal (the “Request for Proposal” or “RFP”). At the same time, Employer shall notify the other Applicants that they have not been Qualified. Employer shall not entertain any query or clarification from Applicants who fail to qualify. Non-qualified bidders in request for qualification (RFQ) will be informed individually by e-mails.

13. In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants who are qualified and short-listed by the Employer shall be invited to submit their Bids (RFP) for the Package. Employer is likely to provide a comparatively reasonable time span not less than 90 days for submission of the Bids (RFP) including design for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.

14. In the Bid Stage, the Bidders will be called upon to submit their technical proposal & financial offers (the "Bids") in accordance with the RFP and other documents to be provided by the Authority (collectively the "Bidding Documents").

15. Further / other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

16. Any queries or request for additional information concerning this RFQ shall be submitted by e-mail to the officer designated below on or before 15.11.2020. The communications shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: RFQ for **“Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project”**

Interested bidders may obtain further information in the

Office of the Chief Engineer (BRIDGES),
5-B Bhandar, Bhandup Complex Store Building,
Darga Road, Khindipada, Mulund (West), Mumbai- 400082
Maharashtra, India
Email- che.gmlr@mcgm.gov.in

17. All interested bidders, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-tendering process, Login Credentials to participate in the online tendering process on the above-mentioned portal under “e- procurement”.

18. Before starting the e-RFQ process, the bidders will have to get vender number from MCGM’s Central Purchase Department and obtain validation for this RFQ in e- tendering process. For any difficulties they may contact helpdesk.

19. For the registration, enrolment for digital signature certificate & user manual, Bidder may please refer to respective links provided in e-tendering tab on MCGM website. The Bidders can get digital

signature from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA. MCGM has opened a help desk at the address mentioned above to help the tenderers in this regard.

20. Detailed procedure for e-Tendering process is displayed under e-tender tab on MCGM website. The tender documents may be downloaded by clicking the links C- (collaboration) "Folder" in "MCGM Documents", which includes the RFQ documents along with other relevant documents.

21. Submission of RFQ: Non-refundable processing fee is to be paid in Earnest money Deposit Tab in e-tendering module -

e-RFQ / Bid No.	**Name of the Work**	**Non-refundable processing fee**	**e-RFQ Document Price per copy**
7100184589	Invitation of Request of Qualification (RFQ) for **Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project**	Rs. 2,00,000 /-	Document Cost: Rs. 8500 /- +GST

22. Bidders are required to pay the above non-refundable processing fees in EMD tab through online gateway of Municipal Corporation of Greater Mumbai, on or before the end date & time of submission of tender, failing which, the Bids shall be treated as non-submitted and any sort of the submissions of such Bidder shall not be considered.

23. The e-Bidder(s) should upload scanned digitally signed copy of the original registration certificate to get registered with MCGM for e-tendering process, login credentials to participate in the online tendering process before purchasing / uploading / Submitting the e-tender copy. The e-tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The e-Packets A, B and C of the "RFQ" will be opened in the office of **Chief Engineer (Bridges)** as per the time-table shown in the Header Data.

The dates and time for uploading the e-"RFQ" & opening of the e-"RFQ" are as under:

Sale of e-RFQ starts from	**Last Date & Time of e-RFQ Sale**	**Last Date of e-RFQ submission**	**Date of e-RFQ Opening**		
			e-Packet 'A'	**e-Packet 'B'**	**e-Packet 'C'**
03.11.2020 from 11.00 hrs	15.12.2020 up to 13.00 hrs	15.12.2020 up to 15.00 hrs	15.12.2020 After 15.10 hrs	15.12.2020 After 15.30 hrs	15.12.2020 After 16.00 hrs

Pre-RFQ meeting will be held at 15:00 hrs on 18.11.2020 in the Conference room of the AMC (P), 2nd Floor, Annex Building Municipal Head Office, Mahapalika Marg, Fort, Mumbai-400001,

Maharashtra, India. If the situation warrants, the pre -RFQ meeting may be held by Video conferencing.

Other details can be seen in e-tender document. The dates and time for submission and opening of the packages are as shown in the Header data; if there are any changes in the dates the same will be displayed on the MCGM Portal: http://portal.mcgm.gov.in

Sd/-
Additional Municipal Commissioner (Projects)

1. INTRODUCTION

1.1. Background

The city of Mumbai, due to its Geographical constraints has grown in a linear manner. The historical development of greater Mumbai is characterized by concentration of commercial and business activities in the Island city in the South and development of predominantly residential activity towards the North along the Western and the Eastern Suburbs.

The transportation corridors in Mumbai have also therefore evolved longitudinally traversing along the North– South axis with very few East- West linkages. With rapid growth of the Eastern and Western suburbs of Greater Mumbai in the last few decades, an urgent need was felt for strengthening of the East – West road connectivity between the eastern and western suburbs. The transportation Study carried out by M/s Wilbur Smith and Associates, as early as 1963, had emphasized the need for development of the East- west linkages for Greater Mumbai. Four major East- West link roads were then planned for connecting the Suburbs to minimize travel time and cost.

At present there are only three major link roads providing east- west connectivity for the suburbs namely i) Santacruz – Chembur Link road, ii) Andheri- Ghatkopar Link road, iii) Jogeshwari- Vikhroli Link road. All these link roads are already saturated resulting in traffic congestion and delay during peak hours. The need to augment east- west connectivity has therefore become very crucial and is required to be addressed to on war footing.

The GMLR is the fourth and the most important east- west link planned for providing the much-needed connectivity for the suburbs. The GMLR was reflected as a proposed 100’ wide road in the Development Plan for Greater Mumbai sanctioned in the year 1967. It is also shown as a 45.70 mt wide road in the Revised Development Plan for Greater Mumbai sanctioned in 1991-94. The GMLR envisages road connectivity from Western Express Highway at Goregaon in the Western suburb to Eastern Express Highway at Mulund in the Eastern suburb. The completion of the GMLR will vastly decongest the existing road network of the Mumbai’s suburbs.

Present status of GMLR

Goregaon-Mulund Link Road (GMLR) – This Project, Presently, this link of varying road width is in operation on both the eastern and the western suburbs. On the eastern suburb, the road is existing from E.E.H. to Khindipada junction, while on the Western suburb the road is existing from W.E.H. to Film City. Presently the existing road varies in width from 15m to 45.70m, although the proposed final width of GMLR as reflected in the sanctioned revised D.P. of 2034 is 45.70 m. The tenders for widening & Construction of the GMLR in Western suburbs & Eastern suburbs are awarded and the work is in progress through the appointed Agency. Also flyovers are proposed along the GMLR alignment at the Junctions for which tendering process is in progress.

GMLR Tunnel Project implementation strategy-

The GMLR Tunnel project includes the work of Design & Construction of twin tunnel & box tunnel including road works, mechanical, electrical, traffic control system, fire-fighting system & ventilation system and operation & maintenance for five years of twin tunnels & Box tunnel of GMLR.

Owing to magnitude of the project vis-à-vis the current financial situation due to COVID-19 Pandemic the project is proposed to be divided in two packages. The distribution of works in two packages is as follows-

Package – I:-

(a) Construction of 13.0 m finished dia and 4.7 km long South Tunnel including road work with Cross Passages upto half length (up to centre line of the Two Tunnels) excluding electrical and mechanical works and operation & maintenance work but including DLP of Civil contract items.

(b) Cut & Cover Tunnel (Box Tunnel) and approach near film city gate excluding electrical and mechanical works and operation & maintenance work.

Package – II:-

(a) Construction of 13.0 m finished dia and 4.7 km long North Tunnel including road works with cross passages upto half length (upto centre line of the Two Tunnels) including Launching shaft, Retrieval shaft for twin tunnels and both side approaches of twin tunnel but excluding DLP of Civil contract item of Package-I.

(b) Electrical & Mechanical works and operation & maintenance work of the entire GMLR Project (Twin Tunnel, Box Tunnel, Approaches etc.).

The present RFQ is for package-I which includes Design & Construction of 13.0 m finished dia and 4.7 km long South Tunnel with precast concrete segmental lining by TBM technology & Cut & Cover (Box) Tunnel and approach near film city gate including road work with Cross Passages upto half length (up to centre line of the Two Tunnels) excluding electrical and mechanical works and operation & maintenance work but including DLP of Civil contract items.

Launching & Retrieval shaft, Both side approaches of twin tunnel, Electrical & mechanical works, **traffic control system, fire-fighting system, ventilation system and operation & maintenance for five years of twin tunnels & Box tunnel of GMLR** will be executed by package-II contractor.

Salient Feature of "Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project" are as follow:

Tunnel Length: 4685 m

No. of Lanes: 3 Lanes

Connection: Cut and Cover Box Tunnel including film city gate side approaches

Main portion of the tunnel is passing through Sanjay Gandhi National Park (SGNP)

The Employer intends to pre-qualify suitable Applicants (the "Bidders") who will be eligible for participation in the Bid Stage, for awarding the package through an open competitive bidding process in accordance with the procedure set out herein.

1.1.1. The selected Bidder, who is either a company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to execution of the Contract agreement (the "**Bidders**") shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of a long - term Contract agreement (the **"Contract Agreement**") to be entered into between the Bidders and the Employer in the form provided by the Employer as part of the Bidding Documents pursuant hereto.

1.1.2. The scope of work will broadly include **"**Design & Construction of South Tunnel with Precast Concrete Segmental lining by TBM Technology and cut and Cover box tunnel including film city gate side approaches only civil works**"** with all allied works (wherever applicable).

1.1.3. Indicative capital cost of the package (the "**Estimated Package Cost**") will be specified in the Bidding Documents of the Package. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.4. The Employer shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Employer, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the **"Application Due Date**").

1.1.5. Interested applicants may submit their Application for the project either as single entity or in the form of Joint Venture. Joint Venture is allowed with maximum **two** partners (One Lead and other as a supporting partner). The lead member should have at least 51% stake and other partner should have at least 26% stake.

1.1.6. The firms must demonstrate that they meet or exceed the criteria in Qualification Criteria by providing details of Similar Experience which shall be assessed against the characteristics. For Reference Project submitted as Similar Experience the firm shall submit the relevant project details along with work order and scope of Work in hand.

1.1.7. In case a particular project has been jointly executed by the firm (or any Party constituting the Tenderer) as part of a JV, the firm shall further support its claim for the share in work done for that particular project by producing a certificate from its Statutory Auditor or the client. The Completion Certificate shall be issued by the Authorized Officer of the concerned public authority and it shall be the basis for deciding the eligibility.

1.1.8. Applicant should upload scanned copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years in case of Foreign Companies.

1.1.9. Applicant shall have the minimum Turnover as specified at the close of the preceding financial year. In case of a JV, the lead member should meet at least 51% of the minimum Turnover Criteria and the JV Partner should fulfill at least 26% of the requirement. (Together should fulfill 100 %).

1.2. In case of a Joint Venture, any one Member should individually satisfy the Technical Capacity such that he should have undertaken and successfully completed at least components of similar works.

1.3. Bidding Process

1.3.1. Employer has adopted a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Package. The first stage (the "**Qualification Stage**") of the process involves qualification (the "**Qualification**") of interested parties/ Joint Ventures who make an Application in accordance with the provisions of this RFQ (the "**Applicant**", which expression shall, unless repugnant to the context, include the Members of the Joint Venture). Prior to making an Application, the Applicant shall pay to online through payment gateway from e-wallet the MCGM a non-refundable sum of INR. 8500 /-+GST as the cost of the RFQ Documents and progress downloading. Bidders are required to pay the non-refundable processing fees of Rs.2,00,000/- through online payment gateway from e-wallet to Municipal Corporation of Greater Mumbai, on or before the end date & time of submission of tender. At the end of this stage, the Employer expects to notify a list of all pre- qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals (the "**Request for Proposals" or "RFP**"). After the evaluation of Applications, the Employer shall inform by official e-mail to qualified Applicants (Bidders) who are qualified (in RFQ) and they shall be eligible for participation in the second stage (RFP) of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals (the "**Request for Proposals**" or "**RFP**"). At the same time, Employer shall notify the other Applicants that they have not been Qualified. The Employer shall not entertain any query or clarification from Applicants who fail to qualify. Non-qualified bidders in Qualification (RFQ) will be informed individually by e-mail.

1.3.2. In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre- qualified shall be eligible for participation in the second stage (RFP) of the Bidding Process (the "Bid Stage") comprising Request for Proposals (the "Request for Proposals" or "RFP") for the Project. The Employer will provide reasonable time not less than 90 days for submission of the Bids (the "Request for Proposals" or "RFP") for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.

1.3.3. The pre-qualified Applicants those who shall be eligible for participation in the second stage (RFP) are required to furnish all the specified & required original documents including legal undertaking, forms, warrantees etc. as applicable, which was submitted to qualify in this RFQ, before participation in the second stage (RFP).

1.3.4. In the Bid Stage, the Bidders will be called upon to submit their financial offers (the "Bids") in accordance with the RFP and other documents to be provided by the Employer (collectively the **"Bidding Documents**").

1.3.5. Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.3.6. Any queries or request for additional information concerning this RFQ shall be submitted by e-mail to the officer designated below. The communications shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: RFQ for

"Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project"

Office of the Chief Engineer (Bridges), 5B Bhandar, Bhandup Complex Store Building, Darga Road, Khindipada, Mulund (West), Mumbai- 400082 Maharashtra, India

Email- che.gmlr@mcgm.gov.in Portal: http://portal.mcgm.gov.in

1.3.7 Schedule of Bidding Process

The Employer shall endeavor to adhere to the following schedule:

Sale of e-RFQ starts from	Last Date & Time of e-RFQ Sale	Last Date of e-RFQ Submission	Date of e-RFQ Opening		
			e-Packet 'A'	e-Packet 'B'	e-Packet 'C'
03.11.2020 from 11.00 hrs	15.12.2020 up to 13.00 hrs	15.12.2020 up to 15.00 hrs	15.12.2020 After 15.10 hrs	15.12.2020 After 15.30 hrs	15.12.2020 After 16.00 hrs

Pre-RFQ meeting will be held at 15:00 hrs on 18.11.2020 in the Conference room of the AMC (P), 2nd Floor, Annex Building Municipal Head Office, Mahapalika Marg, Fort, Mumbai-400001Maharashtra, India. If the situation warrants, the pre -RFQ meeting may be held by Video conferencing.

A. GENERAL

2.1 Scope of Application

2.1.1 The MCGM wishes to receive Applications for Qualification in order to qualify experienced and capable Applicants for the Bid Stage.

2.1.2 Qualified Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of Applicants for their Qualification hereunder, the following shall apply:

(a) The Applicant for Qualification may be a single entity or as Joint Venture with not more than two parties, coming together to implement the Package. However, no applicant applying individually or as a member of a Joint Venture, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Joint Venture.

(b) An Applicant may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.

(c) An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25 per cent (Twenty five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is not more than 25 per cent (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/2013. For the purposes of

this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, Contractual loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, Contractual loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

(iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other; or

(vi) Such Applicant or any Associate thereof has participated as a consultant to the MCGM in the preparation of any documents, design or technical specifications of GMLR Project.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to GMLR Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to this Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation*:* In case an Applicant is a part of Joint Venture, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Joint Venture.

2.2.2 To be eligible for Qualification and short-listing, an Applicant shall fulfill the conditions of eligibility as specified in ~~**A**~~**ppendix I**, **Annex II Scope of Work.**

2.2.3 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

2.2.4 Certificate(s) from its statutory auditors** or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 7 years in respect of the projects specified in **Appendix I**, **Annex II – Scope of Work**

(i) In case a particular job/ contract has been jointly executed by the Applicant (as part of a Joint Venture), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client with scope of work defined ; and

(ii) certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause

2.2.5 For the purposes of this RFQ, net worth (the **"Net Worth"**) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders*.

2.2.6 The Applicant should submit a Power of Attorney as per the format at Appendix- II, authorizing the signatory of the Applicant to commit the Application. In the case of a Joint Venture, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix- III***.

In case the Applicant is a Joint Venture, it shall comply with the following additional requirements:

(a) Number of members in a Joint Venture shall not exceed 2 (Two)

(b) Subject to the provisions of clause (a) above, the Application should contain the information required for each member of the Joint Venture;

(c) Interested applicants may submit their Application for the package either as single entity or in the form of Joint Venture. Joint Venture is allowed with maximum two partners (One Lead and other as a supporting partner). The lead member should have at least 51% stake and other partner should have at least 26% stake in case of two members JV. (Totaling to 100%).

(d) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to qualification criteria;

(e) An individual Applicant cannot at the same time be member of a Joint Venture applying for Qualification. Further, a member of a particular Applicant Joint Venture cannot be member of any other Applicant Joint Venture applying for Qualification. If found both the firms will be disqualified from the bidding process.

(f) Members of the Joint Venture shall enter into a binding Joint Bidding Agreement, Substantially in the form specified at Appendix-IV (the "**Jt. Bidding Agreement**"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

(i) Convey the intent to form shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Contract Agreement and subsequently perform all the obligations of the Applicants &bidders in terms of the Contract Agreement, in case the Contract to undertake the Project is awarded to the JointVenture;

(ii) Clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) Commit the minimum equity stake to be held by each member;

(iv) Include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Applicants & bidders in relation to the Project until the Financial Close of the Project is achieved in accordance with the Contract Agreement. And shall be liable in every respect for the stability of all structures irrespective of DLP; and

(g) Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Employer.

2.2.7 Any entity/Applicant including any Joint Venture Member or Associate which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or "EPC / DESIGN AND CONSTRUCTION"), and the bar subsists as on the date of Submission, would not be eligible to submit an Application, either individually or as member/ Associate of a Joint Venture.

* In case an applicant has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Applicant's assessed Net Worth subject to the Statutory Auditor of the Applicant certifying to this effect

**In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

*** "In case of a Joint Venture, the Members should submit a Power of Attorney in favor of the Lead Member as per the format at Appendix-III. The Lead Member should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application. Members of the Joint Venture need not submit Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application."

2.2.8 In computing the Qualification Criteria and Net Worth of the Applicant/ Joint Venture Members under Clauses 2.2.2, 2.2.3, 2.2.4 and 3.1, the Qualification Criteria and Net Worth of their respective Associates would also be eligible hereunder. For purposes of this RFQ, Associate means, in relation to the Applicant/ Joint Venture Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Joint Venture Member (the **"Associate"**). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Joint Venture Member shall be provided to demonstrate that a person is an Associate of the Applicant or the Joint Venture as the case may be.

2.2.9 The following conditions shall be adhered to while submitting an Application:

2.2.9.1 Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;

2.2.9.2 Information supplied by an Applicant (or other constituent Member if the Applicant is a Joint Venture) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at Qualification;

2.2.9.3 In responding to the Qualification submissions, Applicants should demonstrate their capabilities in accordance with the Eligibility criteria.

2.2.9.4 In case the Applicant is a Joint Venture, each Member should satisfy the Qualification requirements to the extent specified.

2.2.10 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Change in composition of the Joint Venture

2.3.1 Change in the composition of a Joint Venture will not be permitted after submission of RFQ. If changes are made at Post RFQ stage the bid will not accepted and agency will be liable to be black listed for Five (5) years.

2.3.2 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days before the Application Due Date, remove from its Joint Venture any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. Post RFQ changes to JV shall not be permitted.

2.4 Number of Applications and costs thereof

2.4.1 No Applicant shall submit more than one Application for the Package. An applicant applying individually or as a member of a Joint Venture shall not be entitled to submit another application either individually or as a member of any Joint Venture, as the case may be.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, eco-sensitive zones, Film city area, Forest area (SGNP), climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, statutory requirements, applicable laws and regulations and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

(a) Made a complete and careful examination of the RFQ;

(b) received all relevant information requested from the MCGM;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the MCGM relating to any of the matters referred to in Clause 2.5 above; and

(d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by Employer.

2.7 Right to accept or reject any or all Applications

2.7.1 Notwithstanding anything contained in this RFQ, the Municipal Commissioner of MCGM reserves the right to accept or reject any Application and to annul the Bidding process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Municipal Commissioner of MCGM rejects or annuls all the Bids, it may, in its discretion, invite all eligible Applicants & bidders to submit fresh Bids hereunder.

2.7.2 **The Municipal Commissioner of MCGM reserves the right to reject any Application if:**

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Applicant does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Application.

(c) Any attempt by an Applicant to influence the Employer in the evaluation of the e- RFQ Submissions or decisions which are considered fraudulent or corrupt practices shall result in the rejection of its Application.

If the Applicants & bidders is a Joint Venture, then the entire Joint Venture may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the lowest bidder gets disqualified / rejected, then the Municipal Commissioner of MCGM reserves the right to:

(i) invite the second lowest bidder if he agrees to match the bid price with the lowest bidder's offer; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Municipal Commissioner of MCGM, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the MCGM, that one or more of the Qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Applicants & bidders either by issue of the LOA or entering into of the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by Employer to the Applicant, without the MCGM being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the MCGM may have under this RFQ, the Bidding Documents, the Contract Agreement or under applicable law.

In any case, the processing/or any other fees of RFQ paid by the Applicants & bidders shall be forfeited without any justification.

2.7.4 The MCGM reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the MCGM shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the MCGM there under.

B. DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda/Corrigenda issued in accordance with Clause 2.10.

Disclaimer

Invitation for Qualification

Section 1. Introduction

Section 2. Instructions to Applicants

Section 3. Criteria for Evaluation

Section 4. Fraud & Corrupt Practices

Section 5. Pre-Application Conference.

Section 6. Miscellaneous

Appendices

I. Format for Application

Annex – I Letter comprising the Application for Qualification

Annex – II Scope of Work

Annex – III Statement of Legal Capacity

II. Power of Attorney for signing of Application

III. Power of Attorney for Lead Member of Joint Venture

IV. Joint Bidding Agreement for Joint Venture (Further Tender eligibility forms onwards to be added)

V. Any other documents deemed to be part of RFQ

VI. Various Qualification forms as a part of RFQ

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the MCGM only by e-mail. They should send in their queries at least three days before the specified date of the proposed meeting. The responses will be sent by e-mail or published on MCGM portal. The MCGM if possible, will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.

2.9.2 The MCGM shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the MCGM reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the MCGM to respond to any question or to provide any clarification.

2.9.3 The MCGM may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the MCGM shall be deemed to be part of the RFQ. Verbal clarifications and information if any given by MCGM or its employees or representatives shall not in any way or manner be binding on the MCGM.

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, Employer may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.10.2 Any such Addenda/Corrigenda will be displayed on MCGM portal.

2.10.3 In order to enable the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the MCGM may, in its sole discretion, extend the Application Due Date*.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Documents/ Information in any other language shall be accepted only if accompanied by translations certified by Consulates / Embassies in case of foreign Applicants &bidders or Gazetted Officers conversant with the language of the document in Indian languages.

Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ. Employer will evaluate only those Applications that are submitted online in the required formats and complete in all respects. Incomplete and/or conditional Applications/or physically submitted shall be liable to rejection.

2.12.2 **Online e-RFQ in e-Tendering module:** Registration Process: -

Before entering into online tendering process, the Applicants &bidders should complete the registration process so as to get User ID for e-tendering links. For this the Applicants &bidders can access through supplier registration via MCGM Portal.

There are two methods for this registration:

I) Transfer from R3 (registered Applicants &bidders with MCGM) to SRM

a) Applicants &bidders already registered with MCGM will approach to Vendor Transfer cell.

b) Submit his details such as (name, vendor code, address, registered email ID, pan card etc.) to Vendor transfer cell created

c) For Vendor Transfer the **MCGM** transfers the Vendor to SRM application from R3 system to SRM system.

d) Transferred Vendor receives User ID creation link on his supplied mail Id.

e) Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

II) **Online Self Registration (Temporary registration for tenderer not registered with MCGM):**

a) Vendor fills up Self Registration form via accessing MCGM portal.

b) Vendor Transfer cell (same as mentioned above) accesses Supplier. Registration system and accepts the Vendor request.

c) Accepted Vendor receives User ID creation email with Link On his supplied e- mail Id.

d) Vendor creates his User ID and Password for e-tendering application.

Online APPLICANTS & BIDDERS BIDDING**: Applicants & bidders will Quote and Upload Tender Documents**

- Access e-tender link of SRM Portal

- Log in with User ID and Password
- Selects desired Bid Invitation
- To download tender documents Applicants & bidders will have to pay online tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful Applicants &bidders can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
- Applicants &bidders will download (RFQ) from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
- Applicants &bidders will upload packet A related and packet B related Documents in packet A and packet B folder respectively by accessing these folders through "My Notes" Tab And collaboration folder link.
- All the documents uploaded have to be digitally signed and saved. Applicants &bidders can procure there digital signature from any certified CA's in India.
- Applicants &bidders check the bid, digitally signs & save and submit his Bid Invitation.
- Applicants &bidders can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option. Please note that "Hold" action do not submit the Bid.
- Applicants &bidders will receive confirmation once the Bid is submitted.
- The Applicants &bidders should upload the requisite documents well in advance before the end date and time.
- Bid creator (MCGM) starts Bid Opening for Packet A after reaching \ End Date and Time and Bid Evaluation process starts.

Payment of e-Tender Fees:

Payment of Tender Fees can be made online using the online payment gateway.

Submission of e-RFQ:-

The Applicants & bidders who have submitted their e-Bid online must upload same respective content in e-Packet A and e-Packet B

Applicants & bidders(s) are requested to upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours.

The e-Packet 'A' shall contain the following-

(Scrutiny of this packet shall be done strictly with reference to only the scanned copies of Documents uploaded online).

a. Valid Registration Certificate

b. The 'PAN' documents and photographs of the individuals, owners, Karta of

Hindu undivided Family, firms, private limited companies, registered co- operative societies, partners of partnership firms and at least two Directors, if number of Directors is more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.

c. Certified copy of Latest Partnership Deed in case of Partnership firm.

d. Notarized Power of attorney.

e. The Applicants &bidders shall have to submit valid registration certificate under Employees Provident Fund and Miscellaneous Provision Act of 1952 (EPF & MP Act 1952) and also should have to submit registration certificate under Employees State Insurance Corporation Act 1948 or undertaking accordingly on Rs. 500/- stamp paper as per circular in force.

f. Valid e-mail id of the Applicants &bidders.

g. J.V Agreement. (Notarized on Rs. 500/- stamp paper to the effect of compliance. (Stating the names of the proprietor /all the partners /all the Directors of the firms).

h. The Applicants & bidders shall submit an Undertaking on Rs. 500/- stamp paper stating therein that the information submitted in packet A & B is true and correct as per condition.

i. Letter Comprising the Applicant for Qualification

j. Statement of Legal Capacity

k. Format for Power of Attorney for Lead Member of Joint Venture

l. Undertaking Cum Indemnity Bond

m. Applicants &bidders Qualification Eligibility Form

n. Applicants &bidders Information Form

o. Applicants &bidders Party Information Form

p. Undertaking as per Annexure-A.

q. Notarized Pretender agreement with ATC on Rs. 500 stamp paper (Proforma-B)

The **e-Packet "B"** shall contain the copies of following documents – (Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online e-tenders)

a. **General Construction Experience** as per clause in original Details of certificate issuing Authorities

b. **Specific Experience in Key Activities** as per clause in original Details of certificate issuing Authorities (Form B4.2) – Specific Experience in Key Activities including forms B4.2(i) to forms B4.2(ii)

c. Reference Project Certificate [Form 4.2(a)]

d. **Financial capabilities:** Evidence stating that it has access to, or has available liquid assets, unencumbered assets, lines of credit and other financial means (Independent of any contractual advance payment) to the extent of the cost of the work tendered for.

e. Financial capabilities: The audited balance sheets for the last 7(seven) financial years.

f. Certificate from the Statutory Auditor

g. Historical Contract Non-Performance (Form B 2.1)

h. Financial Status Form (Form B3.1)

i. Average Annual Turnover (Form B3.2)

j. Financial Resources (Form B3.3)

k. Current Contract Commitments / Works in Progress[Form B3.4 (a)]

l. Assessed Available Tender Capacity [Form B3.4 (b)]

m. Details of works in hand and bids already submitted

n. Signed copy of the addendum, corrigendum and clarifications, if any.

o. Form of undertaking to provide parent company guarantee

p. Parent Company guarantee

q. Form of undertaking to provide collateral warranties.

r. CV formats (Note: Only Key personnel CV to be submitted. As per List attached at end of RFQ.)

s. Check List for Submission including Qualification forms.

t. At present Applicants & bidders must submit the following undertakings which required to be clubbed into one notarized indemnity cum declaration on Rs. 500/- stamp paper stating that the information given in respect of:-

   1. Blacklisting, deregistration etc.
   2. Bid capacity
   3. Works completed / in hand is true and correct.

u. The Applicants & bidders should furnish e-Mail ID's of all the Authorities issuing all the certificates under relevant clause of the tender.

Note: - In case of any difficulties faced while uploading data by the Applicants & bidders / contractor in online process, it should be referred to e-mail Ids given on MCGM Portal, under e-tendering tab.

The online e-Packet 'C'

(Bid Comparison Report is generated in the system when authorized bid opening committee processes for opening commercial bid).Intimations about shortfalls in submission of only additional documents will be

informed to Bidders by e-mail on their mail ID. The bidders should also send information in reply to **e-mail ID** che.gmlr@mcgm.gov.in

Note: - In case of any difficulties faced while uploading data by the bidder/contractor in online process, it should be referred to e-mail Ids given on MCGM Portal, under e-tendering tab. Also for e-tender issue, please contact System Analyst, MCGM.

Email: -etendering.it@mcgm.gov.in Tel No: - 022 24811275

Opening of e-RFQ and Evaluation:-

- To have transparency in the RFQ process, this e-RFQ is processed through e tendering module by doing some modifications in submission, cost put to it, cost to be quoted, and its comparisons.
- All the bidders should mandatorily follow the following instructions while filling the e-RFQ.
- Since it is mandatory to put estimated cost in the e-tendering module, the estimated cost put to e-RFQ is Rs.1.00
- All the bidders who participate have mandatorily to quote their price as Rs.1.00 only. There will not be cost comparisons of 'C' packet quoted online. It is a RFQ for pre-qualification based on Qualification Criteria as mentioned in the document. It's only for sake of running tender process in e-tendering module. The actual cost package for the project will be subsequently followed in the RFP stage. Therefore cost quoted will be ignored in financial packet.
- The EMD to be paid online in EMD Tab is processing fees of RFQ. The actual EMD will have to be paid at RFP stage. The processing fees of RFQ in this e bid paid in EMD Tab in this RFQ is only for faithful compliance of the e-RFQ process which will not be refunded.
- All the data uploaded will be evaluated for selection in RFQ as per the evaluation schedule.
- The selection will be strictly as per uploaded soft copies in e-tendering module, no physical submission will be entertained.
- The pre-qualified Applicants those who shall be eligible for participation in the second stage (RFP) are required to furnish all the original specified documents on the basis of which the bidders are pre-qualified including legal undertaking, forms, warrantees etc. before participation in the Bidding Process (the "Bid Stage") comprising Request for Proposals (the "Request for Proposals" or "RFP")

2.12.3 The Application and its copy shall be legible, typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published documents, only the cover shall bear signature. All the alterations, omissions, additions or any other amendments made to the Application shall bear signature by the person(s) signing the Application. The Application shall contain page numbers and shall be submitted together sequentially. Bidders are requested to ensure above before uploading the scanned copy.

2.13 Submission of Applications

2.13.1 Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected.

2.14 Application Due Date

2.14.1 Applications should be submitted online as mentioned in submission schedule on the e-RFQ/Application Due Date, in the manner and form as detailed in this RFQ. Submission status will be generated in the e- tendering system by default with a message to the Applicants & bidders.

2.14.2 The MCGM may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Modifications/ substitution/ withdrawal of Applications

2.15.1 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

D. EVALUATION PROCESS

2.16 Opening and Evaluation of Applications

2.16.1 The Employer shall open the Applications on the date and time as mentioned in submission schedule of the bid at the place specified in document and in the presence of the Applicants who choose to attend.

2.16.2 Applications for which a notice of withdrawal has been submitted in accordance with tender Clause shall not be opened.

2.16.3 The Employer will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.16.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Employer. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.16.5 Any information contained in the Application shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.16.6 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.16.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project of the Applicant.

2.16.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation of the Eligibility. Where any information is found to be patently false or amounting to a material representation, the Employer reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to, or matters arising out of, or concerning the Bidding Process. The Employer will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Employer or as may be required by law or in connection with any legal process.

2.18 Tests of Responsiveness

2.18.1 Prior to evaluation of Applications, the Employer shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

(a) it is received as per format at Appendix-I.

(b) it is received by the e-RFQ/Application before Due Date including any extension thereof pursuant to Clause 2.14.2;

(c) it is submitted as stipulated in Clauses 2.12 and 2.13;

(d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4, and in the case of a Joint Venture, the Power of Attorney as specified in Clause 2.2.5 (c);

(e) it contains all the information and documents (complete in all respects) as requested in this RFQ;

(f) it contains information in formats same as those specified in this RFQ;

(g) it contains certificates from its statutory auditors* in the formats specified at Appendix-I of the RFQ for each Eligible Project;

(h) it is accompanied by the Jt. Bidding Agreement (for Joint Venture), specific to the Project, as stipulated in Clause 2.2.5(g);

(i) it does not contain any condition or qualification; and

2.18.2 The Employer reserves the right to reject any Application which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Application.

2.18.3 Any entity (the Bidder, its Member, or Associate was, either by itself or as member of a Joint Venture) which has been barred by the Central Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, or has been declared by the Employer as non- performer/blacklisted would not be eligible to submit an Application, either individually or as member of a Joint Venture.

*In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

2.19 Clarifications

2.19.1 To facilitate evaluation of Applications, Employer may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be Sent on e-mail Id- **che.gmlr@mcgm.gov.in** as a soft copy. No physical submission is permitted.

2.19.2 If an Applicant does not provide clarifications sought under Clause 2.19.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the MCGM may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Employer.

E. QUALIFICATION AND BIDDING

2.20 Qualification and Notification

The Employer has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Package. The first stage (the "Qualification Stage") of the process involves qualification (the “Qualification”) of interested parties/ Joint Ventures who make an Application in accordance with the provisions of this RFQ (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Joint Venture). Prior to making an Application, the Applicant shall pay to online through payment gateway from e-wallet the Employer a non-refundable sum of INR. 8500/- + GST as the cost of the RFQ Documents and process downloading. After the evaluation of Applications, the Employer shall inform by official e-mail to qualified Applicants (Bidders) who are qualified (in RFQ) and they shall be eligible for participation in the second stage (RFP) of the Bidding Process (the "Bid Stage") comprising Request for Proposals (the “Request for Proposals” or “RFP”). At the same time, the Employer shall notify the other Applicants that they have not been qualified. The Employer shall not entertain any query or clarification from Applicants who fail to qualify. Non-qualified (in RFQ) bidders will be informed individually by e-mails.

2.21 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents. Only pre-qualified Applicants shall be invited by the Employer to submit their Bids (RFP) for the Project. The Employer will provide a sufficient time span for submission of the Bids (RFP) for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids (RFP) pursuant to invitation that may be issued by the Employer.

2.22 Proprietary data

All documents and other information supplied by the Employer or submitted by an Applicant to the Employer shall remain or become the property of the Employer. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Employer will not return any Application, or any information provided along therewith.

2.23 Correspondence with the Applicant

Save and except as provided in this RFQ, the Employer shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

2.24 E-Tender Submission

1) All documents uploaded for online submission must be digitally signed and self- attested with company's seal by the person duly authorized to digitally sign on behalf of the Tenderer. Each page)of the e-Tender shall be digitally signed. Failure to comply with these requirements may result in non- submittal of the Tenderer.

2) Each Tenderer shall submit one e-Tender. In the event of any discrepancy the e-Tender shall prevail.

3) If the information, data, design to be uploaded by Tenderer in e-tender submission is of more than 25 MB size, the files (information, data, and design) shall be split into 24 MB or lesser size and uploaded serially to form a sequence of the understandable document.

Special Instructions:-	
1	Experience certificate of SPV/Concessionaire can be considered in case of works of State Govt./Central Govt./Govt. Undertaking projects only. Experience certificate of SPV/ Concessionaire to be accompanied by – i. Certified true copy of Concession Agreement and ii. Certified true copy of Work order/extract of contract confirming the scope of work in hand. Further, for authentication of the same, the bidder shall arrange to send a copy of such certificate directly from concerned SPV/ Concessionaire directly to the Employer. PPP experience of an "EPC / DESIGN AND CONSTRUCTION" contractor shall be considered if not more than 25% of the work was sub-contracted to a single party. Certificates in-respect shall be provided by the bidder, supported by bank holding Escrow account.
2	Joint venture of maximum 2 companies is allowed. RFQ shall call for a binding with Joint Bidding Agreement between them with a clause on registering a SPV office in India at the time of signing the contract in case such a JV wins the bid. At least one member of such JV shall have its office in India which includes "Branch office" OR "SPV office" OR "Project Office" OR a place of business as approved by the Ministry of Corporate Affairs, Government of India.
3	Solvency certificate shall be submitted in RFP stage
4	Where a parent company's credentials are used in order to meet the qualifying criteria, an undertaking to provide a Parent Company Guarantee is required for the work. If parent company is using the credentials of subsidiary company to meet qualifying criteria then both the parent company and subsidiary company certificates shall be submitted. When two subsidiaries of a parent company (sister company) are pooling resources among themselves then the collateral guarantee by the parent company shall be submitted.
5	MCGM's funds will be used for the project.

2. CRITERIA FOR EVALUATION

To qualify for the e- RFQ, the Bidder must fulfill the following requirements:

The e-RFQ shall include the experience of design, procurement, supply and construction, commissioning, testing, and setting to work of a complete "EPC / DESIGN AND CONSTRUCTION" contract with financial performance, resources and capability for "The Mumbai GMLR Project". It shall demonstrate all civil, mechanical, electrical and other allied works experience at the Sites. e-RFQ for **"Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project"** are invited by the Chief Engineer (Bridges), Municipal Corporation of Greater Mumbai, from bidders fulfilling conditions as under:

Bidders are requested to demonstrate experience as under:-

1. Financial Capacity:

1.1. Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last Five (5) financial years immediately preceding the Financial Year in which bids are invited.

1.2. The Bidder shall have a minimum requirement of Net Worth calculated as the difference between total assets and total liabilities should be positive continuously for the last 5 financial years.

1.2.1. To ascertain this, bidder shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant of last 5 Financial Years.

1.2.2. Bidder firm's Net worth

Net worth = Total assets -Total liabilities

Net worth of the firm should be Positive

1.3. Bid Capacity:

The bid capacity of the prospective bidders will be calculated as under:

Assessed Available Bid Capacity = (A* N* 2 - B)

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last seven years.

N = Number of years prescribed for completion of the Project/Work, **Including monsoon period**, for which this bid is being invited.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 5% per annum assuming rate of inflation for Indian Rupees & 2% per annum for Foreign currency portion per year; calculated from the date of completion to the original date of Submission of RFQ documents.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc

1.4 Technical Capacity:

a) The bidder should have successfully completed at least one project of Tunnel by TBM technology of minimum finished diameter of 5.2 mtr and minimum length of 3.76 Km in single contract in the last 20 years anywhere in the world.

b) The bidder should have successfully completed at least one project of Tunnel by TBM technology for Road/Railway /Hydro sector in last 20 years of following finished diameter and Length anywhere in the world.

At least one similar work of more than 8.50 m dia* to 9.90m dia* of minimum 3.76 km length

OR

At least one similar work of more than 9.90 m dia* to 11.35m dia* of minimum 2.82 km length

OR

At least one similar work of more than 11.35 m dia* of minimum 1.88 km length

Similar Work: "Construction of Tunnel (Road / Railway / Hydro) sector with TBM Technology in last **20** years.

(dia.* is finished diameter of tunnel.)

c) The Bidder should have completed or undertaken the tunneling work & received the payment towards the completed work or ongoing work in last 20 years of the following value (updated value) anywhere in the world.

One Tunnel project of Cost not less than Rs.1923Cr.*

OR

Two Tunnel projects of cost each not less than Rs.1282 Cr.*

OR

Three Tunnel projects of cost each not less than Rs. 962 Cr. *

* The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 5% per annum assuming rate of inflation for Indian Rupees & 2% per annum for foreign currency per year; calculated from the date of completion to the original date of Submission of RFQ documents.

AND

d) The Bidder should have successfully completed at least one Project of Tunnel by TBM Technology of minimum finished dia of 5.2 mtr in last 20 years as a Prime Contractor/ Lead Partner in a Joint Venture under the overburden of minimum depth upto 100 mtr in Indian Urban Environment. Tunneling Length should not be less than 2.0 km.

The Bidder shall fulfill the minimum qualification of the Financial Criteria and Technical Criteria (a, b, c & d) as given above.

Bidder has to fulfill technical criteria 'a' on its own. No associate will be allowed for qualifying in 'a'. If the Bidder does not fulfill the criteria as specified in technical requirement (b, c & d) as a Single Entity or as Joint Venture, the Bidders can join hands with Associate agency who is having technical credentials mentioned in Technical Criteria (b, c & d) as an Associate Tunneling Contracting Agency.

The Associate Tunneling contracting agency (ATC) fulfilling the technical criteria as a whole (b, c & d) or Part of (b, c & d) shall be allowed to enter into the Pre-Tender Agreement with the prospective Bidders. Once the Associate Tunneling Contracting agency enters into the Pre-Tender Agreement with the Bidder, it shall be binding on them and shall be valid till the end of Defect Liability Period of the Contract. The Single Bidder or a Joint Venture Firm shall be allowed to join with maximum Two Associate Tunneling Contracting agencies to fulfill the pre-qualification criteria.

If the ATC agency has carried out tunnel work as mentioned in Table 'B' (b, c & d) as a Joint Venture, only the lead partner or equal partner of JV will be allowed to share the experience as an ATC. In this case, the physical experience in execution of a project shall be considered fully for the lead partner or equal partner. However, the credit for financial experience shall be evaluated on the share of the lead partner/equal partner in Joint Venture.

The Associate Tunneling Contracting agency (ATC) shall be permitted to join hands with bidders or joint venture limited to three only for each package. The tunneling bidder as a single entity or as a JV, who wish to join The ATC firm should have completed at least one Tunnel project by TBM of minimum finished diameter of 5.2 mtr and minimum length of 3.76 km in single contract in the last 20 years anywhere in the world. The financial criteria mentioned 'A' Financial criteria shall be fulfilled by the bidder joining with ATC Agency.

The Associate Tunneling Contracting agency can enter as a Joint Venture Partner, however once the ATC enters as a JV Partner, they will not be permitted as an ATC agency with the other bidders in any of the Packages.

Special Conditions:-

a. Subletting of work will not be permitted more than 25% of the awarded contract cost.
b. Bidders are allowed to Bid for both Packages (Package- I & Package- II).

c. Even if a bidder is lowest in both the Packages, only one package will be awarded to that bidder. The award will be given in such a way that it gives maximum economical benefit to the MCGM.

Notes: -

i. The Tenderer should submit the details of sub-contractor/ specialized agencies for the work of "Design of tunnel & construction of concrete road" in case contractor do not possess the requisite experience of these works.

ii. The Exchange rate of foreign currency shall be applicable 28 days before the Original date of submission of e-RFQ.

iii. The applicant(s) in their own name should have satisfactorily executed the work of similar nature with MCGM/Semi Govt. /Govt./International & Public Sector Organizations during last Twenty (20) years i.e. not before 1st January 2000.

iv. A notarized pretender agreement with the Associate Tunneling Contracting (ATC) Agencies shall be submitted in e Packet A as per Proforma- B

1. 5 It may be noted that if the bidding agency do not possess an experience of designing the tunnel then the bidding agency is expected to have an MOU with a Design Consultant having experience of designing of a Transport tunnel of minimum 10.0 m dia. The employer will approve the Design Consultant by verifying Design Consultant's eligibility after RFQ process .The RFQ documents shall be made available only after approval of Design consultant by the Employer. The bidding agency/entity shall ensure that the Design Consultant is not associated with any other agency bidding for this project.

1.6 The bidding agency if do not possess an experience of construction of concrete road then it is expected to have a MOU with experienced road contractor who has executed a concrete road of minimum single lane wide 17 km length or 2 lane wide 8.5 km or 4 lane wide 4.0 km length in a single project..

1.7. Bidders shall ensure the procurement of TBM from manufacturers having experience of manufacturing large diameter TBM i.e. more than 10 mtr dia.

Bidders shall ensure to deploy the experienced technical team of TBM operators having experience of operating large diameter TBM i.e. more than 10 mtr. dia. for day to day operation. An undertaking to this effect shall be insisted by MCGM from bidder before RFP.

JOINT VENTURE

In case if Joint Venture, the guidelines for JV are as follows:

a) Number of members in a **JV firm shall not be more than two**. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.

b) The tender form shall be purchased and submitted in the 'name of the JV firm or any constituent member of the JV.

c) The lead member should have at least 51% stake and other partner should have at least 26% stake in case of JV.

d) A copy of Letter of Intent and Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with this qualification submission. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.

e) Change in the composition of a Joint Venture will not be permitted after submission of RFQ. If changes are made at Post RFQ stage the bid will not accepted and agency will be liable to be black listed for Five (5) years.

f) Once Bid is allotted, the JV agreement shall not be modified/altered/terminated. In case of successful tenderer, the validity of this agreement shall be extended till the contract period expires. If the contractor fails to observe/comply with this stipulation, 2% of the bid amount shall be forfeited

Tenderer for the works awarded by MCGM/ any other Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works of the value more than 10% of NIT cost of work, during last three years (from the last day of the previous month of tender submission).

Documents to be enclosed by the JV firm along with the tender:

i. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

a) Notary certified copy of the Partnership Deed,

b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

c) Power of Attorney (Notarized as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

d) Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern.

ii. In case one or more members is/are limited companies, the following documents shall be submitted:

a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

b) Copy of Memorandum and articles of Association of the Company.

c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

d) All the members of the JV shall certify that they have not been black listed or debarred by MCGM or from any other Government, Semi-Government Agencies from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.

e) **Credentials & Qualifying criteria:** Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfillment of the following criteria:

- Applicant shall have the minimum Turnover as specified at the close of the preceding financial year. In case of a JV, the lead member should meet at least 51% of the minimum Turnover Criteria and the JV Partner should fulfill at least 26% of the requirement. (Together should fulfill 100 %).
- The contractual payments received by the JV firm should be the arithmetic sum of contractual payments received by all the members of JV firm in proportion of their participation as JV in any one of the previous three financial years and it shall be at least **100% of the estimated value** of the work.
- In case of a Joint Venture, any Member of JV may satisfy the Technical Capacity such that he should have undertaken and successfully completed any of the similar works and any partner may satisfy the condition of project experience. Joint Venture together should fulfill 100 % of the total technical requirement.

The MCGM intends to qualify suitable Applicants (the "Bidders") who will be eligible for participation in the Bid Stage (RFP), for awarding the Package through an open competitive bidding process in accordance with the procedure set out herein.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the MCGM may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.2 Without prejudice to the rights of the MCGM under Clause 4.1 hereinabove, if an Applicant is found by the MCGM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the MCGM during a period of 2 (two) years from the date such Applicant is found by the MCGM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the MCGM who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the MCGM, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save & except as permitted under sub clause

(d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the MCGM in relation to any matter concerning the Project;

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the MCGM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE- CONFERENCE FOR RFQ

5.1 A RFQ / Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the e-RFQ document by paying non-refundable processing fees shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from website (http://www.mcgm.gov.in.) should attend the conference. If the situation warrants, the pre -RFQ meeting may be held by Video conferencing.

5.2 During the course of RFQ / Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of Employer. Employer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The matters related to the RFQ of this project and incidental thereto shall be adjudicated in the jurisdiction of MUMBAI only.

6.2 The Municipal Commissioner of MCGM, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information;

(c) qualify or not to qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or furtherinformation;

(d) retain any information and/ or evidence submitted to the MCGM by, on behalf of, and/ or in relation to any Applicant; and/ or

(e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of anyApplicant.

6.3 It shall be deemed that by submitting the Application, the Applicant agrees and relives the MCGM, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 As far as possible the parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this RFQ or the interpretation thereof. Any dispute between the parties as to matters arising persuant to this RFQ which cannot be settled amicably will be decided by the committee constituted by the Additional Municipal Commissioner (Projects) comprising of two numbers of Dy. Municipal Commissioners, the C.A. (Finance) and the Chief Engineer. Appeal, if any from the order of said committee may be referred to the Additional Municipal Commissioner (Projects). Any appeal against the order of AMC (P) shall lie before the appropriate court within Mumbai Jurisdiction only.

APPENDIX –I

Annex-I Letter Comprising the Application for Qualification

To,
MCGM
Format Address Date DD/MM/YYYY

Sub: Application for Qualification for GMLR package **"Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project"**

Dear Sir,

With reference to your RFQ document dated ……..**, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. I/ We acknowledge that the Employer will be relying on the information provided in the Application and the documents accompanying such Application for Qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

2. This statement is made for the express purpose of qualifying as a Bidder for the development & construction of the aforesaid Project.

3. I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

4. I/ We acknowledge the right of the Employer to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last three years, we/ any of the JV Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:

   a. I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Employer.

   b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document; and

   c. I/We have not directly or indirectly or through an agent engaged

** All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

d. or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and

e. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.16.6 of the RFQ document.

8. I/ We believe that we/ our JV/ proposed JV satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.

9. I/ We declare that we/ any Member of the JV, or our/ its Associates are not a Member of a/ any other JV applying for Qualification.

10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the JV or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the JV or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the JV or against our/ their Associates or against our CEO or any of our directors/ managers/employees.

13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Employer of the same immediately.

14. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of JV, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.

15. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Contract Agreement.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.

18. I/ We certify that in terms of the RFQ, my / our Net worth is INR …….. (Rs. in words)

19. I/We agree and undertake to be jointly and severally liable for all the obligations of the Bidders under the Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement }*

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

* Omit if the Applicant is not a JV.

Appendix I Annexure II - Scope of Work

1) Description of Project:

The e-RFQ documents submitted by bidders shall include the experience of procurement, supply and construction, commissioning, testing, and setting to work of a completed contract with financial performance, resources and capability for "**Design and Construction of South tunnel including film city gate side approaches & box tunnel (Package-I) of GMLR project**". It shall demonstrate all civil, mechanical, electrical, control work and other allied works experience at the Sites.

2) Scope of Contract: The scope of work will broadly include "**Design & Construction of South Tunnel with Precast Concrete Segmental lining by TBM Technology and Cut and Cover Box tunnel with approach at film city gate excluding electrical and mechanical works and operation & maintenance work but including DLP of Civil contract items".**

3) Financial Resources: The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets or lines of credit other than any contractual advance payments to meet cash-flow requirement for this project

Sr.	Financial Resources	Amount (INR)
	financial resources such as liquid assets or lines of credit other than any contractual advance payments to meet cash-flow requirement for this project	
1	Bank Over Draft Facility	
2	Certificate from auditor confirming cash reserves (excluding short term liabilities and project advances) as on date of RFQ submission.	

General Construction Experience: - To demonstrate general construction experience for Last twenty years. The applicant(s) in their own name should have satisfactorily executed or undertaken the work of similar nature & received the payment (updated value) towards the completed or ongoing work with MCGM/Semi Govt. /Govt./International & Public Sector Organizations during **last Twenty (20) years** i.e. not before 1st January 2000.

Sr.	WORK COMPONENTS	% of Estimated Cost	Amount (INR) In Crores
1	One Tunnel Project of Cost at least Rs.1923 Cr.	60%	1923
2	Two Tunnel Project of Cost each not less than Rs.1282 Cr.	40%	1282
3	Three Tunnel Project of Cost each not less than Rs. 962 Cr.	30%	962

Estimated Package Cost = 3205 Crores,

Supporting Document

Completion Certificate from Client/SPV/ Concessionaire to be accompanied by:

1. Certified true copy of Work order/extract of contract confirming the scope of work in hand supported with client's certificate for present status.
2. Certified true copy of work order / extract of the contract confirming the scope of work in hand supported with clients certificate for present status.
3. In case design consultant is a separate entity then it must meet the eligibility criteria as a single entity. Pre tender agreement is a must in this case.
4. The experience in execution for similar works with non- Governmental agencies may be considered only if certificate from SPV/ Concessionaire is provided along with defined scope of work.

QUALIFICATION CRITERIA

This appendix contains the financial and experience criteria that a bidder must meet and/or demonstrate, and which the Employer shall use to determine whether the bidder is qualified to carry out the work.

This is divided as under into five parts:-

1) Eligibility & Tender Criteria
2) Historical Contract Non Performance
3) Financial Situation
4) Eligible Experience
5) Proposed Staffing (CV Format)

The Eligibility and Tender Qualification Criteria are to be read together with the description under Eligible Experience and inconsonant with notice of invitation of tender. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Bidders Qualification Forms.

A. Entity Wise Qualification Criteria Requirement

1.1 Table- Experience Criteria

Sr. No	Components	Requirements	Single Entity	Joint venture	Form
				Each Party	
1.0	**Eligibility**				
1.1	Conflict of Interest	Conflict of Interest	Must meet requirement	Must meet requirement	Qualification Eligibility form B 1.1
1.2	Ineligibility	At the time of bid submission having been Declared ineligible / barred by Employer or by the Central / State Government/International, or any entity controlled by it, from participating in any project, shall not be eligible to submit a Tender for a period of debarment.	Must meet requirement	Must meet requirement	Qualification Eligibility form B 1.2
1.3	Government owned Entity	Tenderers required to meet i) They are legally and financially autonomous ii) They operate under commercial law	Must meet requirement	Must meet requirement	Qualification Eligibility form B 1.3 & B 1.3 (i)
2.0	**Historical Contract Non Performance**				
2.1	History of Non-Performing Contracts	Non-performance of or expulsion from or termination of a contract as a result of contractor's default did not occur as on date of submission.	Must meet requirement by itself or as partner to past or existing Joint Venture / Consortium	Must meet requirement by itself or as partner to past or existing Joint Venture / Consortium	Historical Contract Non-Performance Form B2.1
2.2	Failure to Sign Contract	Not being subject to forfeiture of bid security declaration or earnest Money deposit as on date of submission	Must meet requirement	Must meet requirement	Qualification eligibility form

A. Financial Criteria

Sr. No	Components	Requirements	Single Entity	Joint Venture			Form
				All Parties Combined	Other Member	Lead Member	
3.0	Where projects are valued in foreign currencies, the project value shall be calculated at the Telegraphic Transfer Selling Rate published by the Reserve Bank of India at the date of the audited financial statement.						
	FINANCIAL SITUATION (Amt in INR Crores)						
3.1	Financial Performance	Statements acceptable to the Employer, for the last 7 (Seven) years to demonstrate the current soundness and robustness of the Tenderers financial position during this period.	Must meet requirement	Must meet	Must meet	Must meet	Financial situation form B 3.1
3.2	Turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last Five (5) financial years immediately preceding the Financial Year in which bids are invited.	962 Crore	Must meet	Must meet	Must meet 26% of the requirement	Must meet 51% of the requirement	Average Annual Turnover form B 3.2
3.3	Net worth = Total assets – Total liability Net Worth of firm should be positive	Positive	Must meet	----	Must meet requirement	Must meet	
3.4	Assessed Available Bid Capacity = (A*N*2-B) Where, A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last seven years. N = Number of years prescribed for completion of the Project/Works, Including monsoon period. B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and On-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.	3205 Crore	Must meet	Must meet	---	----	Assessed Available Bid Capacity form B 3.4(a) & B 3.4(b)

B. Technical Criteria

Sr. No	Components	Requirements	Single Entity	Joint Venture			Form
				All Parties Combined	Other Member	Lead Member	
4.0	**Technical Experience**						
4.1	a. General: Tunnel by TBM technology Experience	The bidder should have successfully completed at least one project of Tunnel by TBM technology of minimum finished diameter of 5.2 mtr and minimum length of 3.76 Km in single contract in the last 20 years anywhere in the world.	Must meet	Must meet	----	-----	Specific Construction Experience certificates form B 4.2 (i)
	b. Specific Experience in Key activities in EPC / Design and /Construction	The bidder should have successfully completed at least one project of Tunnel by TBM technology for Road/Railway /Hydro sector. In last 20 years of following finished diameter and Length anywhere in the world. I. More than 8.50 mtr to 9.90 mtr of 3.76 km length OR II. More than 9.90 mtr up to 11.35 mtr of 2.82 km length. OR III. More than 11.35 mtr of min.1.88 km length.	Must meet	Must meet	----	-----	Specific Construction Experience certificates form B 4.2 (i)
	c) General Construction Experience	The Bidder should have completed or undertaken the tunneling work & received the payment towards the completed work or ongoing work in last 20 years of the following value (updated value) anywhere in the world. One Tunnel Project of Cost at least Rs.1923.00 Cr OR Two Tunnel Project of Cost each not less than Rs. 1282.00 Cr OR Three Tunnel Project of Cost each not less than Rs. 962.00 Cr	Must meet	Must meet	----	-----	General Construction Experience certificates form B 4.1
	d) Overburden Experience	The Bidder should have successfully completed at least one Project of Tunnel by TBM Technology of minimum finished dia of 5.2 mtr in last 20 years as a Prime Contractor/ Lead Partner in a Joint Venture under the overburden of minimum depth upto 100 mtr. in Indian Urban Environment. Tunneling Length should not be less than 2.0 km.	Must meet	Must meet	----	-----	Specific Construction Experience certificates form B 4.2 (ii)
4.2	Guarantees	Where a parent company's technical/financial experience, expertise or otherwise goods are used in order to meet the qualifying criteria, an undertaking to provide a Parent Company Guarantee is required for the work.	Must meet	------	Must meet	Must meet	Form of Undertaking to Provide Parent Company Guarantee.
5.0	Staffing Resources	Provide proposed organization structure for undertaking the project and CV‟s of key staff members	Must meet	Must meet	-----	-----	CV formats

The Bidder shall fulfill the minimum qualification of the 'A' Financial Criteria (1,2 &3) and 'B' Technical Criteria (a, b, c & d) as given in the above Table.

Bidder has to fulfill technical criteria 'a' on its own. No associate will be allowed for qualifying in 'a'. If the Bidder does not fulfill the criteria as specified in Table 'B', technical requirement (b, c & d) as a Single Entity or as Joint Venture, the Bidders can join hands with Associate Agency who is having technical credentials mentioned in Technical Criteria (b, c & d) as an Associate Tunneling Contracting Agency.

The Associate Tunneling Contracting Agency (ATC) fulfilling the technical criteria as a whole (b, c & d) or Part of (b, c & d) shall be allowed to enter into the Pre-Tender Agreement with the prospective Bidders. Once the Associate Tunneling Contracting Agency enters into the Pre-Tender Agreement with the Bidder, it shall be binding on them and shall be valid till the end of Defect Liability Period of the Contract. The Single Bidder or a Joint Venture Firm shall be allowed to join with maximum Two Associate Tunneling Contracting Agencies to fulfill the pre-qualification criteria.

If the ATC agency has carried out tunnel work as mentioned in Table 'B' (b, c & d) as a Joint Venture, only the lead partner or equal partner of JV will be allowed to share the experience as an ATC. In this case, the physical experience in execution of a project shall be considered fully for the lead partner or equal partner. However, the credit for financial experience shall be evaluated on the share of the lead partner/equal partner in Joint Venture.

The Associate Tunneling Contracting agency (ATC) shall be permitted to join hands with bidders or joint venture limited to three only for each package. The tunneling bidder as a single entity or as a JV, who wish to join hands with the ATC agency should have completed at least one Tunnel project by TBM of minimum finished diameter of 5.2 mtr and minimum length of 3.76 km in single contract in the last 20 years anywhere in the world. The financial criteria mentioned 'A' Financial criteria shall be fulfilled by the bidder joining with ATC Agency.

The Associate Tunneling Contracting Agency can enter as a Joint Venture Partner, however once the ATC enters as a JV Partner, they will not be permitted as an ATC agency with the other bidders in any of the Packages.

Special Conditions:-

a	Number of JV Partners should not be more than two
b	Lead Partner of JV firm should have minimum stake of 51% & other partner should have minimum stake of 26%.
c	Subletting of work will not be permitted more than 25% of the awarded contract Cost.
d	Bidders are allowed to Bid for both Packages (Package- I & Package-II)
e	If the successful bidder is lowest in both the Packages, the award will be made in such a way that only one package economical to MCGM will be awarded
f	Price Escalation Clause shall be applicable to this project provided the maximum Price Escalation to this project shall be limited to 18 % of work done value.
g	The successful Bidder/JV firm, joining the hands with Associate Tunnelling Contracting Agency (ATC) shall furnish the additional Performance Security in (BG/Cash) @ 2% of Contract amount per ATC Agency for safe guarding the MCGM interest.
h	Arbitration clause shall be Applicable to the contract. However, the Jurisdiction will be the appropriate court of law in Mumbai, India only.
i	Bidder/JV shall have to furnish at least two and maximum four names of the Tunnel Design Consultant who shall carry out the tunnel Design. The name approved by the panel of experts will be binding on the successful bidder to carry out the design.
j	Any dispute/Arbitration if arises during the execution of GMLR tunnel Between the ATC Agency and the bidder/JV firm, shall be resolved by the bidder/JV only. MCGM shall not interfere in this regards. Successful Bidder/ JV firm will be solely responsible to the MCGM for completion of the project with all risk and cost.
K	MCGM reserves the right to cancel the bidding process and to repeat the whole process if the number of qualified bidders at the end of RFQ stage is less than three.
l	The experience certificate of GMLR project contract work will be issued to the bidder and not to ATC.

Notes: Bidders must demonstrate that they meet or exceed the criteria in Qualification Criteria by providing details of Eligible Experience which shall be assessed against the characteristics as described in Scope of Work. For each Reference Project submitted as Eligible Experience, the Bidders shall submit the following as per the formats provided in Tenderer Qualification Forms.

- Certificate from the concerned client on client's letter head in the format provided.
- Duly notarized copy of work order / extract of contract confirming the scope of work.

In case a particular project has been jointly executed by the Bidders (or any Party constituting the Bidders) as part of a JV, the Bidders shall further support its claim as a lead partner by producing a certificate from its Statutory Auditor or the client.

Bidders shall:-

- Self-complete reference project certificate on letter head (with appropriate declaration).
- Provide a corresponding client certificate mentioning relevant details of the project with specified component.

ANNEX-III

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of JV)

Ref. Date:

To,

MCGM
Office of the Chief Engineer (Bridges),
5B Bhandar, Bhandup Complex Store Building,
Darga Road, Khindipada, Mulund (West), Mumbai-
400082 Maharashtra, India
Email- che.gmlr@mcgm.gov.in

Dear Sir,

We hereby confirm that we/ our members in the JV (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our JV.*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the JV on its behalf* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully, (Signature, name and designation of the authorised signatory) For and on behalf of……..

**Please strike out whichever is not applicable.*

Power of Attorney for signing of Application

Appendix II

Know all men by these presents, We……..

(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us/ the Lead Member of our JV and holding theposition of……. , as our true and lawful attorney (hereinafter

referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Qualification and submission of our bid for the '**DESIGN AND CONSTRUCTION OF SOUTH TUNNEL INCLUDING FILM CITY GATE SIDE APPROACHES & BOX TUNNEL (PACKAGE-I) OF GMLR PROJECT**'' for GMLR Project proposed or being developed by Municipal Corporation of Greater Mumbai (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……

DAY OF ……. 2….. For

……..

(Signature, name, designation and address)

Witnesses: 1.

2.

Accepted …… (Signature)

(Name, Title and Address of the Attorney) (Notarised)

Person identified by me/personally

appeared before me/ signed before me/Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date:_____

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX III

Format for Power of Attorney for Lead Member of Joint Venture

Whereas the **Municipal Corporation of Greater Mumbai- MCGM** ("**the Employer**") has invited Bids from bidders for 'DESIGN AND CONSTRUCTION OF SOUTH TUNNEL INCLUDING APPROACHES & BOX TUNNEL'' for GMLR Project proposed or being developed by the **Municipal Corporation of Greater Mumbai** (the "**Employer**") on " DESIGN AND CONSTRUCTION" mode (the "**Project**").

Whereas, ……., ……, and ……. (collectively the "**Joint Venture**") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the document and other Bid documents including agreement in respect of the Project, and Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at ....., M/s…….. having our registered office at..... , and M/s…….. having our registered office at ....., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ..... having its registered office at ……., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Bidding process and, in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in meetings, respond to queries, submit information/ documents, sign and generally to represent the Joint Venture in all its dealings with the Employer, in all matters in connection with or relating to or arising out of the Joint Venture's Application.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVEEXECUTED THIS POWER OF ATTORNEY ON THIS …….. DAY OF

2019

For ……..

(Signature)

……..

(Name & Title)

For ……..

(Signature)

……..

(Name & Title)

For ……..

(Signature)

……..

(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture) Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law 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.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX IV

1.1 **FORMAT OF JOINT VENTURE AGREEMENT**

(To be executed on Stamp paper of appropriate value)

THIS JOINT VENTURE AGREEMENT is entered into on this the …… day of ……

20… **AMONGST**

1. {…… Limited, and having its registered office at.....} (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. {…… Limited, having its registered office at ..... } and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party**" **WHEREAS**,

(A) **Municipal Corporation of Greater Mumbai** – **MCGM** (the "**Employer**") has invited bids by way of Request for Proposal No. …… dated …… (The "**RFQ**") for award of contract for for **"**DESIGN AND CONSTRUCTION OF SOUTH TUNNEL INCLUDING APPROACHES & BOX TUNNEL for GMLR Project "

(B) All the Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

1.2 **NOW IT IS HEREBY AGREED as follows**:

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

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture andnot individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an "DESIGN AND CONSTRUCTION.."

Contract with the Employer for performing all its obligations as the Contractor in terms of the "DESIGN AND CONSTRUCTION.." Contract for the Project.

4. Share Holding Pattern in the Joint Venture Company

The Parties hereby agree, confirm and undertake to incorporate a Joint Venture Company under the Companies Act, 2013 with shareholding/ownership equity commitment(s) as provided herein below. The said Joint Venture Company would enter into the "DESIGN AND CONSTRUCTION" Agreement with the Employer and subsequently carry out all the responsibilities as the "Contractor" in terms of the " DESIGN AND CONSTRUCTION.." Agreement, in case the Project is awarded to the Joint Venture. The Parties further undertake that till the completion of the Project the shareholding of the Lead Member in the Joint Venture Company shall not be less than 51%.

Names of Shareholders	**Description of Shareholding (%)**
Lead Member	
Other Member 1	
Total	100%

4. Role of the Parties the Parties hereby undertake to perform the roles and responsibilities as described below: (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the "DESIGN AND CONSTRUCTION ….." Contract; (b) Party of the Second Part shall be {the Member of the Joint Venture; and} (c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the " DESIGN AND CONSTRUCTION" Contract, till such time as the completion of the Project is achieved under and in accordance with the "DESIGN AND CONSTRUCTION…." Contract.

6. Share of work in the Project The Parties agree that the proportion of construction in the "DESIGN AND CONSTRUCTION…" Contract to be allocated among the members shall be as follows: First Party: Second Party:

Further, the Lead Member shall itself undertake and perform at least 51 (fifty one) per cent of Construction if the Contract is allocated to the Joint Venture.

7. Representation of the Parties:

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

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

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the

delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge: (i) require any consent or approval not already obtained; (ii) violate any Applicable Law presently in effect and having applicability to it; (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, Contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

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

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of

its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the " DESIGN AND CONSTRUCTION …." Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case maybe.

9. Miscellaneous:

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of	
LEAD MEMBER by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
In the presence of:	
1…….	2.....

Notes:

1. The mode of the execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law 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.

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

3. For a Joint Venture Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

(Form B1.1) Tenderer Qualification Eligibility Form

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

No. and title: *[insert Package No. and title of work]*

To: *[insert full name of Employer]*

We, the undersigned, confirm that we believe we have the appropriate credentials to tender for the above works and declare that:

a) We, have nationalities from eligible countries, in accordance with CONTRACT.

[insert the nationality of the Tenderer, including that of all partners in case of a Joint Venture, and the nationality of each already identified subcontractor and supplier of related services, if applicable];

b) We, including any subcontractors or suppliers for any part of the Contract resulting from this Tender Process, do not have any conflict of interest, in accordance with CONTRACT;

c) We, including any subcontractors or suppliers for any part of the Contract resulting from this Tender Process, have not been declared ineligible under the Employer's country laws, official regulations, or have forfeited our bid security or earnest money deposit, or are not under execution of a bid securing declaration in accordance with CONTRACT;

d) [Insert either "we are not a Government owned entity," or "we are a Government entity, and we meet the requirements of CONTRACT]*;*

e) We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tender Process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
[insert full name for each occurrence]	*[insert street/ number/city/country]*	*[indicat e reason]*	*[specify amount in RUPEES equivalent]*

[If none has been paid or is to be paid, indicate “none”.]

f) We undertake that in case of any change in facts or circumstances during the Tendering Process, we are affected by the provisions of disqualification in terms of the provisions of the Tender Documents we shall inform the Employer of the same immediately.

Signed* *[insert signature(s) of an authorized representative(s) of the Tenderer]*

Name*[insert full name of person signing the application]*

In the Capacity of *[insert capacity of person signing the application]* Duly authorized to sign the application for and on behalf of: Tenderers Name *[insert full name of Tenderer]* Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month],[insert year]*

**Provide Power of Attorney for Authorized Representative signing this document a* CONTRACT

(Form B1.2) <u>Undertaking Cum Indemnity Bond</u>

(on Rs.500/- stamp paper)

We, (1) Mr_____, (2) Mr. _____and (3) Mr. _____aged (1) yrs, (2)yrs, and (3) yrs respectively; Proprietor / Partners / Directors / Power of Attorney holder of the Firm/Company having its office at _____Hereby gives an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHEREAS we are registered contractor/s with the Municipal Corporation of Greater Mumbai and / or (Name of other authority), having Registration No. _____valid up to._____.

(A) AND WHEREAS the Municipal Corporation of Greater Mumbai had published the tender notice for the work of **"**DESIGN AND CONSTRUCTION OF SOUTH TUNNEL INCLUDING FILM CITY GATE SIDE APPROACHES & BOX TUNNEL (PACKAGE-I) OF GMLR PROJECT**"** for GMLR Project

AND WHEREAS I/we want to participate in the said Tender procedure, I/We hereby give an Undertaking-cum- Indemnity Bond as hereinafter appearing:-

I/We hereby agree and undertake that my/our Firm/Company is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi Government & Government Under-taking and any Multilateral Funding Agency, urban local body in India or abroad etc.

I/We hereby further agree and undertake that, at any stage of tendering procedure if the said information is found incorrect, it should be lawful for the MCGM forthwith debar me/us from the tendering procedure and initiate appropriate penal action.

The undertaking-cum-Indemnity Bond is binding upon us/our heirs, executors administrators and assigns and/or successor and assigns.

Place Date:

Proprietor/Partners/Directors/POA Holder
(Seal of Firm/Co.)

Identified by me,

BEFORE ME

(Form B.1.3) –Tenderer Information Form

No. and title: [insert title of works]
Page [insert page number] of [insert total number] pages
Date: [insert day, month, year]

Tenderer's legal name *[insert full legal name]*
In case of Joint Venture (JV), legal name of each partner: *[insert full legal name of each Party in JV]*
Tenderer's Actual or Intended country of constitution: *[indicate country of Constitution]*
Tenderer's actual or Intended year of constitution: *[indicate year of Constitution]*
Tenderer's legal address in country of constitution: *[insert street/ number/ town or city/ country]*
Tenderer's authorized representative information Name: *[insert full legal name]* Address:*[insert street/ number/ town or city/ country]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* E-mail address: *[indicate e-mail address]*
Attached are copies of original documents of ⌋ Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above. ⌋ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Form B 1.3(i) – Tenderer's Party Information Form

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer]

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

No. and title: *[insert title of works*]
Page *[insert page number]* of *[insert total number]*pages

Tenderer/JV legal name: *[insert full legal name]*
Tenderer's Party legal name: *[insert full legal name of Tenderer's Party]*
Tenderer's Party country of registration: *[indicate country of registration]*
Tenderer Party's year of constitution: *[indicate year of constitution]*
Tenderer Party's legal address in country of constitution: *[insert street/ number/ town or city/ country]*
Tenderer Party's authorized representative information Name: *[insert full legal name]* Address:*[insert street/ number/ town or city/ country]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* E-mail address: *[indicate e-mail address]*
Attached are copies of original documents of: ⌋ Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with RFQ. ⌋ In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with RFQ. ⌋ In case of a JV: The information above (1-4) should be provided for all the Members of the JV. A copy of the Jt. Bidding Agreement should be attached to the Application. ⌋ A statement by the Applicant and each of the Members of its JV (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past shall be provided.

(Form B 2.1) – Historical Contract Non-Performance

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer and an Affidavit in this regard shall be submitted]

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

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

No. and title: *[insert Group number and title of works]*

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

Non-Performing Contracts in accordance with Eligibility and Qualification Criteria

1. Contract Non-performance leading to Contract Termination by Employer or adverse award or pronouncement by an arbitral tribunal or judiciary						
			Nature of Dispute			
Sr. No.	Name and location of project	Name and address of client	Description	Period of Arbitration/ Litigation From --To	Amount Claimed	Award in favour of client

2. Black Listing or debarment proceedings ongoing or completed by any Public Agency/ Employer				
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting of debarment ongoing/completed	No. of years of debarment/ blacklisting

3. Pending Litigation				
No pending litigation in accordance with conditions of e-RFQ. Pending litigation as indicated below.				
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, in INR equivalent)	Cost of Non performing contract in Rupees
	[insert percentage]	Contract Identification: [indicate		
		complete contract name, number, and		
		any other identification]		
[insert year]		Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute:	*[insert amount]*	
		[indicate main issues in dispute]		

It is further submitted that we are neither under execution of a Tender Securing Declaration nor have we forfeited our Tender Security or Earnest Money Deposit in the Republic of INDIA in the past Five Years.

Signature and Seal of the Tenderer

(Form B3.1) –Financial Status Form

Name of the contractors/JV:-

Financial	**Details to be filled by Contractor**							
1	**Financial Particulars in past 7 Years (In INR)**							
		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-2020
a)	Annual turnover							
b)	Total Assets							
c)	Current Assets							
d)	Total Liabilities							
e)	Current Liabilities							
f)	Net Worth							
g)	Working Capital							
h)	Net Profit							

Note:- This shall be supported with certificate of Statutory Auditor for each financial years

Seal and Signature, name and designation of the authorised signatory)
For and on behalf of ……..

(Form B3.2 –Average Annual Turnover)

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer]

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

Tenderer's Legal Name: *[insert full name]*
Tenderer Party's Legal Name: *[insert full name]*
No. and title: *[insert Group number and title of works]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover					
Information	**Year**	**Amount and Currency**	**INR * equivalent**	**Escalation Factor****	**Escalated Turnover**
Value of works executed. (Completed and work in progress) = A_1	*[indicate year]*	*[insert amount and indicate currency]*	*[insert amount in INR equiv.]*		
----------"---------- = A_2					
----------"---------- = A_3					
----------"---------- = A_4					
----------"---------- = A_5					
TOTAL$\sum(A_1$ to $A_5)$					
AVERAGE = ($\sum(A_1$ to $A_5)/5)$					

** An escalation rate of the actual value of work at compound rate of 5% per annum assuming rate of inflation for Indian Rupees & 2% per annum for Foreign currency portion per year; calculated from the date of completion to the original date of Submission of RFQ documents.

An enhancement factor as applicable for the instant tenders is as follows.

FY 1.4.2019TO 31.03.2020 = 1.00
FY 1.4.2018 TO 31.03.2019 = 1.05/1.02
FY 1.4.2017 TO 31.03.2018 = 1.1025/1.0404
FY 1.4.2016 TO 31.03.2017 = 1.1576/1.0612
FY 1.4.2015 TO 31.03.2016 = 1.2155/1.0824
FY 1.4.2014 TO 31.03.2015 = 1.2763/1.1041
FY 1.4.2013 TO 31.03.2014 = 1.3401/1.1262

Seal and Signature, name and designation of the authorized signatory)
For and on behalf of ……..

(Form B3.3) – Financial Resources

Specify proposed sources of financing - lines of credit or liquid assets other than contractual advance payments and net of current commitments, available to meet the cash flow requirements of the subject contract as indicated in e-RFQ, Eligibility and Qualification Criteria.

Source of Financing	Amount (INR equivalent)
1.	
2.	
3.	
4.	

.

Provide:

- Letter from Bank indicating available line of credit for this Project and/or;

- Certificate from statutory auditor confirming the available cash reserves as on date of submission of Tender Documents. Cash reserves are to be calculated excluding any short term liabilities and all project advances.

Seal and Signature, name and designation of the authorised signatory) For and on behalf of ……..

[Form B3.4 (a)] – Current Contract Commitments / Works in Progress

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer]

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]
Tenderer Party's Legal Name: [insert full name]
No. and title: [insert Group number and title of works]
Page [insert page number] of [insert total number] pages

Tenderers and each partner to Tender 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.

Current Contract Commitments / Works in Progress

Sr. No.	Name & Details of work / contract certificate	Bidders % in case of JV	Contract cost (INR) in Millions (if J.V., % cost as per JV)	Total cost as per certificate (INR)		Contract period as per certificate (in months)					Per month cost of balance contract period (INR) Total	Per month cost of balance contract period (INR) Considering Bidders %	No. of months of contract overlapping with this tender	'B' Value (INR)	Remarks.
				Work Done	Value of Balance / Outstanding Works	Total Contract Period	From	To	Till Certificate	Balance					
1	2	3	4	5	6	7	8	9	10	11	12= 6/11	13	14	15= 13 x 14	15
1															
2															
3															
4															
5															
6															
7															
8															
9															
												Total			

Seal and Signature, name and designation of the authorized signatory)
For and on behalf of …….

[Form B3.4 (b)] – Assessed Available BID Capacity

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer]

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name] Tenderer

Party's Legal Name: [insert full name]

No. and title: [insert Group number and title of works] Page [insert

page number] of [insert total number] pages Assessed Available Bid

Capacity

= (A*N*2-B), where

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last seven years.

N = Number of years prescribed for completion of the Project/Works including **monsoon period**, for which these bids are being invited.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 5% per annum assuming rate of inflation for Indian Rupees & 2% per annum for Foreign currency portion per year; calculated from the date of completion to the original date of Submission of RFQ documents.

.

Information	**Year**	**Amount and Currency**	**INR equivalent**
Value at current price level of existing commitments and on-going works to be completed during the **contract period = B**			
Available Tender Capacity = (A*N*2- B), where N=contract period			

** An escalation rate of 5% per annum assuming rate of inflation for Indian Rupees & 2% per annum for Foreign currency portion per year; calculated from the date of completion to the original date of Submission of RFQ documents.

Seal and Signature, name and designation of the authorized signatory) For and on behalf of ……..

(Form B 4.1) – General Construction Experience

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer accompanied by client's certificate, or duly notarized copy of work order/extract of contract agreement confirming the project details]

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

Tenderer's Legal Name: [insert full name]

Tenderer Party's Legal Name: [insert full name]

No. and title: [insert Group number and title of works]

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

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to e- RFQ, Eligibility and Qualification Criteria. List contracts chronologically, according to their commencement (starting) dates.]

Starting Month / Year	**Ending Month / Year**	**Contract Identification**	**Role of Tenderer**
[indicate month/ year]	*[indicate month/ year]*	Contract name: *[insert full name]* Brief Description of the Works performed by the Tenderer: *[describe works performed briefly]* Amount of contract: *[insert amount in INR equivalent]* Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/ country]*	*[insert "Prime Contractor" or "Subcontractor"]*
		Contract name: *[insert full name]* Brief Description of the Works performed by the Tenderer: *[describe works performed briefly]* Amount of contract: *[insert amount in INR equivalent]* Name of Employer: *[indicate full name]* Address:*[indicate street/number/town or city/country]*	*[insert " Prime Contractor" or "Subcontractor"]*
		Contract name: *[insert full name]* Brief Description of the Works performed by the Tenderer: *[describe works performed briefly]* Amount of contract: *[insert amount in INR equivalent]* Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/ country]*	*[insert " Prime Contractor" or "Subcontractor"]*

Seal and Signature, name and designation of the authorized signatory)
For and on behalf of ……..

[The following table shall be filled in for the Tenderer and for Party constituting the Tenderer]

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

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

Tenderer Party's Legal Name: *[insert full name]*

No. and title: *[insert Group number and title of works]*

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

[Identify contracts that demonstrate Design, Construction and Commissioning Experience pursuant to e-RFQ, Eligibility and Qualification Criteria

Key Activity: *[prepare for each key activity under Criteria*

<table>
<tr><th>Reference Project No.</th><th colspan="4">Information</th></tr>
<tr><td>[insert number] of
[insert number of similar contracts required]</td><td colspan="4"></td></tr>
<tr><td>Name of the Project:</td><td colspan="4"></td></tr>
<tr><td>Location (Postal Address of the Facility)</td><td colspan="4"></td></tr>
<tr><td>Contract Identification</td><td colspan="4">[insert contract name and number, if applicable]</td></tr>
<tr><td>Award date</td><td colspan="4">[insert day, month, year, e.g., 15 June, 2015]</td></tr>
<tr><td>Construction period</td><td colspan="4">[insert day, month, year, e.g., 03 October, 2015] to
[insert day, month, year, e.g., 03 October, 2017]</td></tr>
<tr><td>Date of Commissioning:</td><td colspan="4">[insert day, month, year, e.g., 03 October, 2017]</td></tr>
<tr><td rowspan="2">Role in Contract
[check the appropriate box]</td><td rowspan="2">Design
☐</td><td colspan="2">Construction & Commissioning</td></tr>
<tr><td>Prime Contractor☐</td><td>Sub Contractor☐</td></tr>
<tr><td>Total Construction Contract Amount</td><td colspan="2">[insert total contract amount in local currency]</td><td colspan="2">INR [insert Total contract amount in INR equivalent]</td></tr>
<tr><td>If Party in a JV, specify participation of total contract amount</td><td>[insert a percentage amount</td><td>[insert total contract amount in local currency]</td><td colspan="2">[insert total contract amount in INR equivalent]</td></tr>
<tr><td>Employer's Name:</td><td colspan="4">[insert full name]</td></tr>
<tr><td>Address:

Telephone/fax

number

E-mail:</td><td colspan="4">[indicate street / number / town or city / country]

[insert telephone/fax numbers, including country and city area codes]

[insert e-mail address, if available]</td></tr>
</table>

Description of the key activities in accordance with Sub-Factor 4.3(a):	*[insert response to inquiry indicated in left column]*
1. Physical size	*[insert physical size of activities]*
2. Complexity	*[insert description of complexity]*

3. Methods/Technology	*[insert specific aspects of the methods/technology involved in the contract]*
4. Other Characteristics	*[insert other characteristics as appropriate]*

Seal and Signature, name and designation of the authorized signatory) For and on behalf of ……..

Forms of Reference Projects

For Specific Construction Experience in last 20 years mentioned in Table 'B' Technical criteria 4.1 (a & b):

Form B 4.2 (i)

Tunnels									
Sr.No.	Name of Work	No. of Lanes	Length (km)	Diameter	Shape	Methodology	Type of Design Executed	Type of Transport	Reference Project Certificate

Note: - All the works shall be accompanied with [Form 4.2(i)] Reference Project Certificate specifying clearly every component of works

Seal and Signature, name and designation of the authorized signatory) For and on behalf of ……..

Forms of Reference Projects

For Specific Construction Experience in last 20 years: mentioned in Table 'B' Technical criteria 4.1 (d):

Form B 4.2 (ii)

	Tunnels									
Sr.No.	Name of Work	No. of Lanes	Length (km)	*Diameter*	Shape	Methodology	Type of Design Executed	Type of Transport	*Height of overburden*	Reference Project Certificate

Note: - All the works shall be accompanied with [Form B 4.2(ii)] Reference Project Certificate specifying clearly every component of works

Seal and Signature, name and designation of the authorized signatory) For and on behalf of ……..

2 [Form 4.2(a)] Reference Project Certificate

[To be filled by the Tenderer for each Reference Project provided under Form 4.2 accompanied by client's certificate, or duly notarized copy of work order/extract of contract agreement confirming the project details]

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

For works contract please answer the following:			
Name of the Project:		Location(City, Country)	
Name of Contractor:		Joint Venture Partners:	
Equity participation in Joint Venture:			
Date of Award:		Scheduled Completion Date:	
Actual Completion Date:		Date of Commissioning:	
Scope of Works & Nature of Contract:		*Provide description to demonstrate similarity with proposed works* *Yes/No. If yes provide details* *Yes/No. If yes provide details* *Yes/No. If yes provide details** *Yes/No. If yes provide details***	
Comments about overall execution of the works by the contractor:			
Was liquidated damages & / or penalties recovered from the Contractor:		*If yes, please briefly describe nature of default & the amounts recovered.*	
Is there any litigation / arbitration / dispute pending with Contractor:		*If yes, please describe briefly the nature of dispute*	
How do you rate the overall performance of the Contractor:			
Name, Sign & Seal of Certifying Employer of the Client of designation Chief Engineer or equivalent or Engineering Head of the department.			
Contact Details (Postal Address, Phone, Fax & email id):			

Declaration *(by Tenderer (or its constituting Party) in case of self- certification)***:**

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign:_____

Authorized Signatory of the Party

OR

Name, sign and seal of the certifying employer of the client of designation chief engineer or equivalent or engineering head of the department

3 Certificate from the Statutory Auditor

[To be provided for each Reference Project where the project was executed by the party as a JV]

Based on its books of accounts and other published information authenticated by it, {this is to certify that(name of the Tenderer/ JV Party) was engaged by …….. (title of the project company) to execute .....(name of project) for ..... (nature of project). The construction of the project commenced on .....(date) and the project was/ is likely to be commissioned on …… (date, if any). It is certified that .....(name of the Tenderer/ JV Party) received/paid Rs..... cr. (Rupees …… crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees… .....crore), of which the Tenderer/JV Party received/paid Rs. ..... cr. (Rupees ..... crore), during the past five financial years as per year-wise details noted below:

…… {It is further certified that the payments/ receipts indicated above are restricted to the share of the Tenderer/JV Party who undertook these works as a partner or a member of joint venture/ consortium.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorized signatory).

Date:

Note:

Client certificate for the Reference Project confirming the equity participation for the party can be provided in lieu of above certificate.

Proforma-B
(Notarized on Rs. 500 Stamp Paper)
PRE-TENDER AGREEMENT

Memorandum of Understanding (MOU)

This Agreement is made and entered into this day of , by and between the Bidder/JV and the Associate Tunneling Contracting Agency having their Registered Office at-

_____ (hereinafter referred to as "Party-I") and _____ having its Registered Office at _____ (hereinafter referred to as "Party-II").

WHEREAS, the Municipal Commissioner, Municipal Corporation of Greater Mumbai (hereinafter referred to as the "Employer") has invited bid for construction of the Goregaon-Mulund Link Road Tunnel Project (Package-I) (hereinafter referred to as the "Project"). AND WHEREAS, M/s._____ (Party-I) intends to join hands with _____(Party-II) as the Associate Tunneling Contracting Agency. Both the parties being experienced Tunneling Contractors agree to execute the "Project" within the stipulated time.

NOW THEREFORE, in consideration of the mutual understanding and the covenants set forth herein, the parties Hereby agree that;

(i) M/s. _____ (Party-I) shall include M/s._____

(Party-II) as the Associate Tunneling Contracting Agency in the bid submitted to the Employer.

(ii) This Agreement is considered to be irrevocable for the "Project". It is further agreed that, both the parties will seek to qualify jointly and severally for securing the "Project" and will execute the project jointly, if successful.

(iii) Both the parties undertake that, the execution of the project will be as per Tender and on schedule.

(iv) This Agreement shall be terminated, if M/s. _____ (Party-I) is not awarded the work.

The parties hereto have duly executed this Agreement through their Authorized Signatory as on the date written above.

For and on behalf of

(Party-I)	(Party-II)
M/s.	M/s. (Associate Tunneling Contracting Agency)
Authorized Signatory	Authorized Signatory
Name :	

CV FORMAT

List of Key Person & Qualification

No.	Position	Qualification	Total Work Experience (years)
1	Project Manager	Degree in Civil Engineering preferably with post-graduation degree in Geotechnical/ Structural/ Construction Engineering	Minimum 20 years of professional experience.
			Minimum 15 years of experience in planning, design, construction supervision, contract management and execution of road and tunnels.
			Should have been Project Manager / Team Leader for a minimum of 10 years working on at least three projects. Should have experience in road and tunnel projects.
2	Construction Manager (Tunnel)	Degree in Civil Engineering with post-graduation degree in Geotechnical / Structural Engineering.	Minimum 20 years of professional experience
			Minimum 15 years' experience in the construction of tunnelling works, NATM / TBM tunnels, as well as cut & cover tunnels.
			Should have been a team leader for tunnel projects for at least 10 years and should have worked in at least three projects.
3	Construction Manager (Geotechnical)(Sr.)	Masters in Geotechnical engineering	Minimum 20 years of professional experience
			Minimum 15 years' experience in the geotechnical works for road and tunnel project
			Should have been a team leader in the geotechnical works for at least 10 years and should have handled at least three projects.
4	Quality Assurance Manager	Degree in Civil Engineering/ Degree in Equivalent	Minimum 15 years of professional experience
			Minimum 10 years' experience in administering Quality Assurance programs for civil works of tunnel and roads.
			Should be knowledgeable of, and have experience in, the development and application of ISO 9001 standards for the design and construction of civil works, primarily bored, NATM and cut and cover tunnels, and road works
5	Construction Safety Manager	Degree in Civil Engineering/ Degree in Equivalent	Minimum 15 years' of professional experience.
			Should have minimum fifteen (15) years' experience in managing the construction of underground civil works with at least 10 years' experience in administering safety assurance programs of underground bored, NATM and cut and cover tunnels and civil works of similar scope.
			The Safety Manager shall be knowledgeable

			of, and have experience in, the development and application of ISO 9001 and OHSAS standards for the construction of civil works.
6	Chief Interface Coordinator	Degree in Civil/Mechanical/ Electrical Engineering	Minimum 20 years of professional experience
			Minimum 10 years' experience in interface coordination and management of tunnel, tunnel ventilation & MEP works, traffic and utility diversions, and road.
			Should have experience in at least three similar projects in minimum two countries
7	Design Manager (Lead Designer)	Degree in Civil Engineering with post-graduation degree in Structural / Geotechnical Engineering	Minimum 25 years' of professional experience
			Minimum 20 years' experience in the design of bored, NATM and cut & covers tunnels and roads, with at least ten (10) years' experience in managing design project(s) that included works of a similar nature. Should have adequate experience in design with the aid of latest design software's like SAP, STAAD, PLAXIS, ANSYS etc
8	Sr. Electrical Engineer	Graduate in Electrical Engineering	Minimum 15 years of professional experience.
			Should have minimum 10 years' experience in the construction of Tunnel and highway works
9	Sr. Highway Engineer	Degree in Civil Engineering preferably with post-graduation degree in Highway/ Transportation Engineering	Minimum 15 years of professional experience.
			Should have minimum 10 years' experience in the construction of road and highway works

CV FORMAT

1	Proposed Position	:			
2	Name of Firm	:			
3	Name of Staff	:			
4	Date of Birth	:		Citizenship:	
5	Education	:			
6	Membership of Professional Associations	:			
7	Other Training	:			
8	Countries of Work Experience	:			
9	Languages	:	Speaking	Reading	Writing
		:			
		:			
		:			
10	Employment Record	:			
a)	From	:			
	Employer	:			
	Position Held	:			
11	Detailed Tasks Assigned	:			
12	Work Undertaken that Best Illustrate Capability to Handle the Tasks Assigned				
Name of Assignment or Project					
Year					
Location					
Client					
Main Project features					
Position held					
Activities performed					

13. Certification:

I, the undersigned, certify to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Signature of staff member or authorized representative of the staff] Day/Month/Year

_____Date:

[Signature of staff member or authorized representative of the staff]

Day/Month

/Year

Full Name of authorized representative:_____

FORM OF UNDERTAKING TO PROVIDE PARENT COMPANY GUARANTEE

TO: Municipal Corporation of Greater Mumbai ("**MCGM**")

(A) RE: Tender documents for the **"DESIGN AND CONSTRUCTION OF SOUTH TUNNEL INCLUDING FILM CITY GATE SIDE APPROACHES & BOX TUNNEL (PACKAGE-I) OF GMLR PROJECT …….."**

(the "**Tender Documents**")

RE: Parent Company

Guarantee

Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Tender Documents.

WHEREAS in accordance with **Eligibility** of the Instructions to Applicant / Bidders, this undertaking to provide a parent company guarantee is required because the Applicant / Bidder or any party constituting the Bidder, including JV participants, demonstrates compliance with the qualification criteria for this Tender on the basis **[of the financial strength, experience or qualifications of its parent company]** ***[AND/OR]*** **[that the JV participants would form an SPV in accordance with ITT 35 / ITA 2.2.5 and guarantee the obligations of the SPV];**

AND WHEREAS the undersigned is **[the parent company of]**

[OR] **[a JV participant in the Bidder of]**;

AND WHEREAS the undersigned has examined fully the Tender Documents;

NOW THEREFORE, the undersigned hereby undertakes to provide a Parent Company Guarantee in the wording set out in the Form of Parent Company Guarantee provided in the Contract Forms

DATED this_____day of_____**2019**

Name of Parent Company:

Per:_____

Name

Title

Per:_____

Name

Title

I/We have authority to bind the party/corporation.

PARENT COMPANY GUARANTEE

(To be prepared On Official Stamp Paper as per the Indian Stamps Act 1958)

THIS DEED OF GUARANTEE ("**Guarantee**") is made on the day of20_____at……..

Between

……whose registered office is situated at____ _____(hereinafter called the "**Guarantor**") which expression shall include its successors and assigns) of one part

And

Municipal Corporation of Greater Mumbai whose principal office is situated at Municipal Building, Mahapalika Marg,

Fort Mumbai 400001 (hereinafter called MCGM) of the other part

(A) WHEREAS the MCGM has invited tenders by its invitation to tender dated the day of……20 **"DESIGN AND CONSTRUCTION OF SOUTH TUNNEL INCLUDING FILM CITY GATE SIDE APPROACHES & BOX TUNNEL (PACKAGE-I) OF GMLR PROJECT "** (the "**Project**");

AND WHEREAS (name of the Bidder) whose registered office# is situated at _____ ……(hereinafter called the "" DESIGN AND CONSTRUCTION…" Project"), in response to the MCGM's invitation, has submitted an offer for "DESIGN AND CONSTRUCTION…" Project contract with respect to the Project to be entered into with the MCGM (the **Contract**");

AND WHEREAS the conditions of the MCGM's invitation require that the "DESIGN AND CONSTRUCTION…." Project offer is supported by a parent company guarantee;

NOW THEREFORE, in consideration of the MCGM awarding the Contract to the "DESIGN AND CONSTRUCTION…" Project and the "DESIGN AND CONSTRUCTION…" Project entering into such Contract, the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing:

The Guarantor hereby covenants with the MCGM as follows:

1. The Guarantor will in all respects unconditionally, without demur, guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties, undertakings, covenants and conditions by or on the part of the "DESIGN AND CONSTRUCTION…" Project contained therein and to be observed and performed by it (including any form of payments that are to be made in relation to the Project), which guarantee shall extend to any variation or addition to the Contract.

2. In the event of the "DESIGN AND CONSTRUCTION…." Project .failing to carry out, observe or perform all or any of the said obligations, duties, undertakings, covenants and conditions under the Contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdiction) the Guarantor will be liable for and shall indemnify the

MCGM against all losses, damages, costs and expenses whatsoever which the MCGM may incur by reason or in consequence of any such failure to carry out or observe. For the avoidance of doubt, it is hereby clarified that the obligation to indemnify as covered within this clause is separate and independent of the obligation under clause 1 of this Guarantee. For greater certainty, the maximum aggregate amount of liability of the Guarantor under this Guarantee shall not exceed the maximum aggregate amount of liability of the "DESIGN AND CONSTRUCTION…." Project under the Contract.

3. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:

3.1 Any alteration to the nature of extent of the services or otherwise tothe terms of the Contract;

3.2 Any allowance of time, forbearance, indulgence or other concession granted to the "DESIGN AND CONSTRUCTION…" Project .under the Contract or any other compromise or settlement of any dispute between the MCGM and the "DESIGN AND CONSTRUCTION…" Project ,(but so that the MCGM shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the "DESIGN AND CONSTRUCTION…" Project shall have complied with such terms.

3.3 The liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the "DESIGN AND CONSTRUCTION.." Project, or the Guarantor.

3.4 Discharge of other guarantors in relation to the Project.

3.5 Any act or omission of the MCGM, which adversely affects the rights of the Guarantor.

3.6 Termination of the Contract to the extent of the obligation's existent at the time of termination.

4. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the "DESIGN AND CONSTRUCTION…" Project, under the Contract shall have been satisfied or performed in full. Notwithstanding anything to the contrary, this Guarantee shall cease to be in operation at the Contract Completion Date provided that this Guarantee shall continue in effect in respect of any obligations required to be performed by the "DESIGN AND CONSTRUCTION…" Project, in accordance with Clause of the Conditions of Contact. This Guarantee is in addition to, and not in substitution for, any other security which the MCGM may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the "DESIGN AND CONSTRUCTION…" Project.

5. So long as any sums are payable (contingently or otherwise) by the "DESIGN AND CONSTRUCTION…" Project, to the MCGM under the terms of the Contract, then the Guarantor shall not exercise any right of set off or counterclaim against the "DESIGN AND CONSTRUCTION..." Project, or any other person or prove in competition with the MCGM in respect of any payment by the Guarantor hereunder (including in a situation of winding up, insolvency or liquidation of the "DESIGN AND

CONSTRUCTION.." Project, and in case the Guarantor receives any sum from the "DESIGN AND CONSTRUCTION.." Project, or any other person in respect of any payment of the Guarantor hereunder, the Guarantor shall hold such monies in trust for the MCGM so long as any sums are payable (contingently or otherwise) under this Guarantee.

6. The Guarantor will not, without the prior written consent of the MCGM, hold any security from the " DESIGN AND CONSTRUCTION.." Project, or any other person in respect of the Guarantor's liability hereunder or in respect of any liabilities or other obligations of the "DESIGN AND CONSTRUCTION…" Project, to the Guarantor. The Guarantor will hold any security held by it in breach of this provision in trust for the MCGM. Further, the Guarantor waives its right of subrogation over any of the assets of the "DESIGN AND CONSTRUCTION.." Project, until the all dues under the Project to the MCGM have been duly paid off.

7. This Guarantee is in addition to, and not in substitution for, any present and future guarantee lien or other security held by the MCGM. The MCGM's rights under this Guarantee are in addition to and not exclusive of those provided by law.

8. This Guarantee shall be governed by and construed in accordance with the laws of India.

9. The MCGM will have a right to assign the rights under this Guarantee without any prior written notice to the "DESIGN AND CONSTRUCTION.." Project, or the Guarantor.

10. The Guarantor hereby covenants and confirms, until the termination or expiry of the Guarantee, the following:

    (a) It will provide audited financial statement of the Guarantor within specified days from expiry of each financial year.

    (b) It will not dispose the shareholding presently held in the "DESIGN AND CONSTRUCTION.." Project, and it will always ensure that it retains the control over the management of the "DESIGN AND CONSTRUCTION .." Project except with the express written consent of the MCGM, which consent may be issued at the MCGM's sole discretion and provided that the new company/entity, that is proposing to acquire the shareholding held by the Guarantor in the "DESIGN AND CONSTRUCTION.." Project satisfies the MCGM of its technical and financial capacity to discharge its obligations under this Guarantee; and issue a replacement 'Parent Company Guarantee' on the same terms as this Guarantee, in a form acceptable to the MCGM.

11. The Guarantor hereby agrees that in case of a breach of the obligations under this Guarantee or in case of enforcement of this Guarantee, the MCGM shall have a right to seek specific performance in addition to the other remedies available under law.

12. The Guarantor now hereby declares and warrants that:

    (a) the Guarantor has the competence and power to execute this Guarantee;

    (b) the Guarantor is financially solvent and has adequate net worth to provide this Guarantee to enable it to perform its obligations under this Guarantee;

(c) the Guarantor has done all acts, conditions and things required to be done, fulfilled or performed, and procured all authorizations and necessary approvals in all relevant jurisdictions, if so required or essential for the execution of this Guarantee and for the performance of the Guarantor's obligations in terms of and under this Guarantee; and all authorizations and necessary approvals have been performed and are in full force and effect and no such authorization or approval has been, or is threatened to be, revoked or cancelled;

(d) this Guarantee has been duly and validly executed by the Guarantor or on behalf of the Guarantor and this Guarantee constitutes legal, valid and binding obligations of the Guarantor;

(e) the entry into, delivery and performance by the Guarantor of, and the transactions contemplated by, this Guarantee does not and will not conflict:

(i) with any law in any relevant jurisdiction;

(ii) with the constitutional documents of the Guarantor; or

(iii) with any document which is binding upon the Guarantor or on any of its assets;

(f) all amounts payable under this Guarantee will be made free and clear of all deductions or withholdings for or on account of any tax or levy unless a tax deduction or withholding is required by law. Provided that if such deduction or withholding is required by law, the payments under this Guarantee will be grossed up in such manner that after the deduction or withholding is made, as the case may be, the MCGM receives the amount demanded by it.

(g) the execution or entering into by the Guarantor of this Guarantee constitute, and performance of its obligations under this Guarantee will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) the Guarantor does not have, will not be entitled to, and will not claim any immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee;

(h) no litigation, investigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantor or its assets, which, if adversely determined, might have a material adverse effect in relation to the Guarantor;

(i) all information communicated to or supplied by or on behalf of the Guarantor to the MCGM from time to time in a form and manner acceptable to the MCGM, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied; Bidders are advised that Collateral Warranties are required by the Employer in accordance with the Conditions of Contract. The Bidder shall complete and sign the undertaking to provide Collateral Warranties included in these Instructions to Bidders. Where the relevant Sub-contractor/Sub-consultant / technology provider is known at the time of bid, they shall each sign the said undertaking. The required wording of the Collateral Warranties is included in the Contract Forms

FORM OF UNDERTAKING TO PROVIDE COLLATERAL WARRANTIES

(To be enclosed)

Contract Name:

In the event that the Tender Submission submitted by us is accepted by MCGM (the Employer) we, the Bidder, hereby undertake that our Design Consultants and each of our Principal Subcontractors (those engaged by the Contractor to provide specialist design or supply services for the Works including technology provider) will provide a Collateral Warranty in the wording set out in the Contract Forms, as required by the Contract and stated in Sub- Clauses of the Conditions.

The Bidder shall sign the undertaking below on behalf of the Bidder's Subcontractors and where the Design Consultant and/or Subcontractors are known at the time of the Submission Deadline then they shall also each sign the undertaking below.

Contractor

Name:		Date:
Signature:		
Company Name:		

Design Consultant

Name:		Date:
Signature:		
Company Name:		

Technology Provider

Name:		Date:
Signature:		
Company Name:		

[Subcontractors]

Name:		Date:
Signature:		
Company Name:		
Name:		Date:
Signature:		
Company Name:		
Name:		Date:
Signature:		
Company Name:		
Name:		Date:
Signature:		
Company Name:		
Name:		Date:
Signature:		
Company Name:		

Annexure A

The bidders shall refer to office memorandum issued by Joint secretary (PPD) U/no. F.No.6/1/2019-PPD dtd. 23.07.2020 for insertion of Rule 144(xi) in the General financial rules (GFRs), 2017 entitled 'fundamental principles of public buying' which has given directions regarding business with the border sharing countries as follows-

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India for the purpose of this Order means. -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. Notwithstanding anything contained herein, it is hereby clarified that the above clauses will not apply to bidders from those countries (Even if sharing a land border with India) to which the Government of India has extended a lines of credit or in which government of India is engaged in development projects.

VIII. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

The bidder shall submit a Certificate stating the following on Rs. 500 Stamp Paper.

Certificate for Bidder-

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or from such a country has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered." [Evidence of valid registration by the Competent Authority is attached herewith].

Certificate for Works involving sub-contracting-

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered." (Evidence of valid registration by the Competent Authority is attached herewith.)

Certificate for procurement of Material/Machinery/Service

"I have read the clause regarding restrictions on procurement from a Vendor/supplier/ service provider of a country which shares a land border with India; I certify that this Vendor/supplier/ service provider is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this a Vendor/supplier/ service provider fulfills all requirements in this regard and is eligible to be considered for procurement of Material/Machinery/Service. (Evidence of valid registration by the Competent Authority is attached herewith.)

****

Check List for Qualification Forms

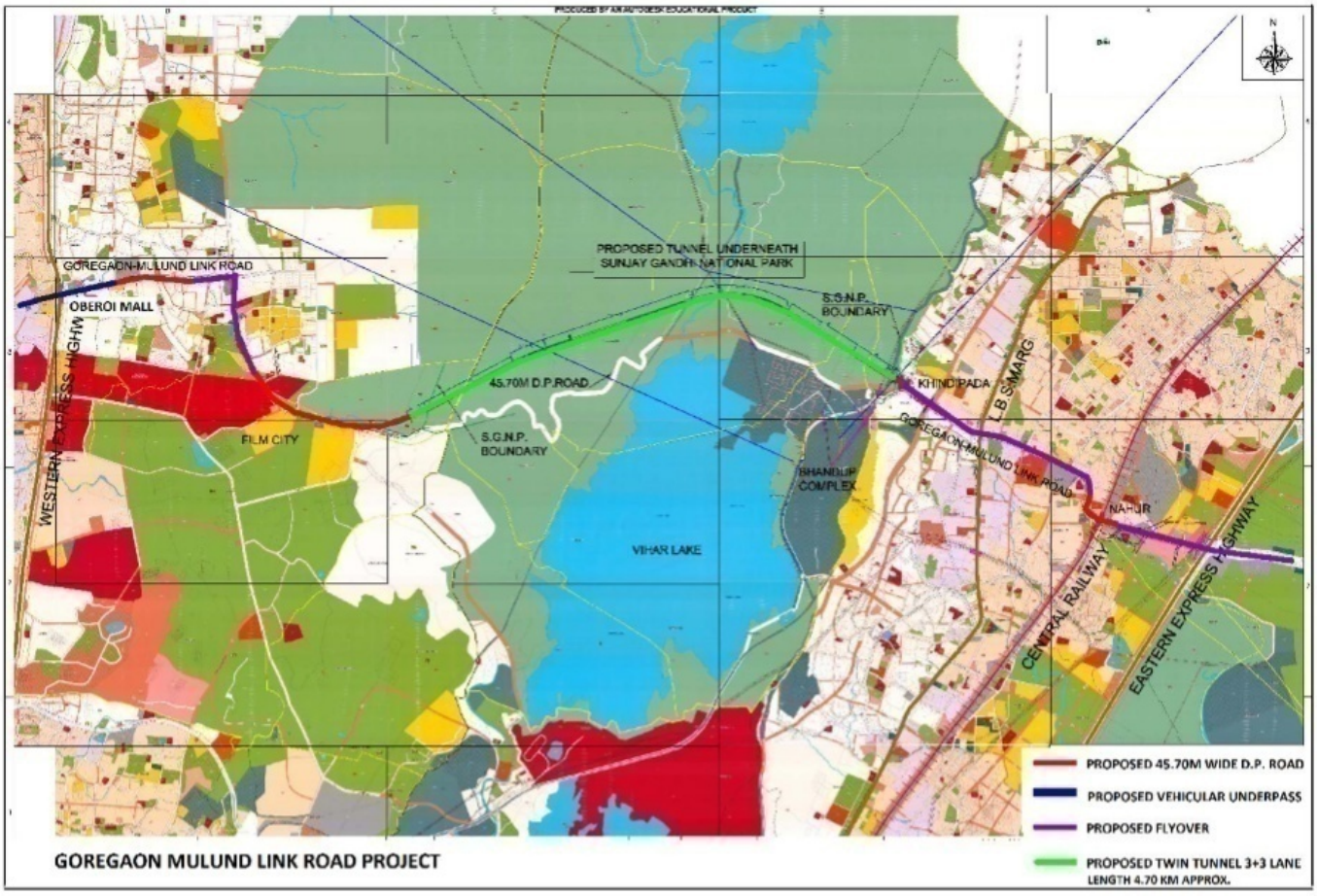
Sr. No.	PQ Forms	Single Party	Joint Venture			File No./ Page No.
			Lead	Other		
1	**General** Power of Attorney for Signing of RFQ application	☐	☐	☐	☐	
2	Power of Attorney for Lead Member of Joint Venture	☐	☐	☐	☐	
3	Tenderer Qualification Eligibility Form	☐	☐	☐	☐	
4	Undertaking Cum Indemnity Bond	☐	☐	☐	☐	
5	Tenderer Information Form	☐	☐	☐	☐	
6	Tenderer's Party Information Form	☐	☐	☐	☐	
7	Joint Bidding Agreement / Format of JV Agreement	☐	☐	☐	☐	
8	Historical Contract Non-Performance Form	☐	☐	☐	☐	
	Financial#	☐	☐	☐	☐	
9	Financial Situation / Status Form	☐	☐	☐	☐	
10	Average Annual Turnover Form	☐	☐	☐	☐	
11	Financial Resources Form	☐	☐	☐	☐	
12	Current Contract Commitment/Works in Progress Form	☐	☐	☐	☐	
13	Assessed Available Tender Capacity Form	☐	☐	☐	☐	
	Technical *	☐	☐	☐	☐	
14	General Construction Experience Form	☐	☐	☐	☐	
15	Specific Design and Construction Experience in 7 years Form	☐	☐	☐	☐	
16	Reference Projects Certificates (RPC) - for each project	☐	☐	☐	☐	
17	Certificates from Statutory Auditor	☐	☐	☐	☐	
18	CV Format	☐	☐	☐	☐	
19	Form of undertaking to provide parent company guarantee	☐	☐	☐	☐	
20	Parent company guarantee	☐	☐	☐	☐	
21	Form of Undertaking to Provide Collateral Warrantee's	☐	☐	☐	☐	
22	Notarized Pretender agreement with ATC on Rs. 500 stamp paper(Proforma-B)	☐	☐	☐	☐	
23	Check List for Qualification Forms	☐	☐	☐	☐	

a) Submission should be organized in the above order with necessary client certificates and documents attached within each section.

b) All documents and certificates must be in the language as per clause 2.11.

Seal of firm and Authority's Signature

GOREGAON MULUND LINK ROAD PROJECT



Box Tunnel

