**Contract: DMRC/MU/LINE2/AC/01:** Part design and construction of viaduct and 9 elevated stations viz., Dahisar East, Anand Nagar, Rushi Sankul, I C Colony, Eksar, Don Bosco, Shimpoli, Mahavir Nagar and Kamraj Nagar (excluding architectural finishing and pre-engineered steel roof structure of stations) from chainage (-) 414.530 m to 8283.501 m including third track at Dahisar East station and "viaduct & ramp for depot entry" of Dahisar (East) – D N Nagar Corridor of Mumbai Metro Rail Project

**SUMMARY SHEET**

**Addendum No. 4**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Tender Document</th>
<th>Page No.</th>
<th>Clause No. / Item No.</th>
<th>Addendum / Corrigendum</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>NIT (Vol. 1)</td>
<td>2RRR</td>
<td>Clause 1.1.2 (Key Details)</td>
<td>Last date of issuing addendum is revised.</td>
<td>Page 2RRR are replaced with page 2RRRR.</td>
</tr>
<tr>
<td>2.</td>
<td>ITT (Vol. 1)</td>
<td>8R</td>
<td>Clause C2.6 (a)</td>
<td>(i) Clause C2.6 (a) is corrected.</td>
<td>Page 8R is replaced with page 8RR.</td>
</tr>
<tr>
<td>3.</td>
<td>Employer’s Requirements (Functional) (Vol. 3)</td>
<td>12RR</td>
<td>Clause 2.0</td>
<td>Clause 2.0 is revised</td>
<td>Page 12RR is replaced with page 12RRR.</td>
</tr>
<tr>
<td>4.</td>
<td>Employer’s Requirements (Functional) (Addendum-3) (Vol. 3)</td>
<td>16A-R</td>
<td>Clause 2.1.3 (viii) &amp; (xiii)</td>
<td>Clause 2.1.3 (viii) is revised and Clause No. 2.1.3 (xiii) is deleted.</td>
<td>Page 16A is replaced with page 16A-R.</td>
</tr>
<tr>
<td>5.</td>
<td>Financial Package</td>
<td>Note (ii) (for stations) of Annexure-I of Schedule ‘A’ of Financial Package is deleted.</td>
<td>Financial Package (i.e. excel file) on tenderwizard is revised.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Encl.: As above.
1.1.1 QUALIFICATION CRITERIA:

1.1.1.1 Eligible Applicants:

i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

ii. (a) A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-2013 with minimum 26% participation.

(b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.

iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;

(b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or

(c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.

iv. A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium. However, the lead partner in case of JV shall be one who has experience of viaduct/bridge/flyover.

v. Any Central / State government department / public sector undertaking / other government entity or local body must not have banned business with the tenderer (any member in case of JV) as on the date of tender submission. Also no contract of the tenderer should have been rescinded / terminated by DMRC after award during last 5 years due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Appendix-19 of Form of Tender.
With the tender submission, the tenderer shall submit the proof of Maharashtra VAT (M VAT) registration or shall submit an undertaking that he will get registered with AP Maharashtra VAT authorities in case of award of LOA to them.

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

C2.6 The tenderers must note the following:

a) Service Tax:

As per Notification No. 25/2012-Service Tax Act (dated 20.06.2012) under section 93(1) read with section 66(B) of the Finance Act, by way of erection or construction of original works pertaining to railways are exempted from the whole of service tax leviable thereon. For this purpose Metro Railway is “Railways” and such services provided to METRO Railway are also Railway services. The bidders shall examine his own assessment in regard to service tax liability in the contract. No separate service tax reimbursement will be made by DMRC. Exemption on construction, erection, commissioning or installation of original works pertaining to monorail or metro as per notification No. 25/2012 Service Tax dated 20.06.2012, in respect of contracts entered into on or after 01st March 2016 has been withdrawn vide notification No. 09/2016 dated 01.03.2016. The bidder shall quote price as per tender conditions and show separately the amount of service tax included in the bid price. DMRC will reimburse the payments made by contractors on account of service tax on actual based on submission of documentary proof of payment, subject to the ceiling limit indicated by the bidder as above.

The employer has approached the Government of India for restoration of service tax exemption notification No. 25/2012 dated 20.06.2012. In case Government of India restores the exemption to metro rail projects, the amount included by the bidder towards service tax will not be payable and adjustment will be made accordingly.

b) Mumbai Metro Rail Project is covered under Project Import chapter 99.01 of Custom Tariff Act according to which only concessional custom duty is payable. The tenderer should avail this benefit. As regards registration under Project Import, after the award of the contract, DMRC at the written request of a contractor shall facilitate the contractor for obtaining sponsoring/recommendation letter from the Ministry of Urban Development for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor. The coordinating HOD for the said purpose in DMRC is CE/Planning.

Change in Taxes/Duty:

The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract.

c) Maharashtra VAT is included in the contract price. The contractor shall maintain details of Maharashtra VAT paid to ‘Trade and Taxes’ department and submit:

(i) Certificate of the Chartered Accountant in regard to turnover of the contractor relating to DMRC project.

(ii) Maharashtra return forms of the contractor for the relevant period / periods along with detailed statement and copy of all the Challans of Maharashtra VAT in regards to deposit of tax.

d) No documents with regard to Custom and Excise duty will be required to be submitted.

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

C3 Form of Tender

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

The objective of the contract is the design, construction completion, testing and commissioning of the permanent works by the Contractor (including without limitation, the design, construction and removal of the Temporary Works) and the rectification of defects appearing in Permanent Works in the manner and to the standards and within the time stipulated by the Contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works.

1. GENERAL

1.1 The design and performance of the Permanent Works shall comply with the specific core requirements contained in these Employer's Requirements -Functional.

1.2 The design of the Permanent Works shall be developed in accordance with these Employer's Requirements - Functional, the Contractor's Technical Proposals and the other requirements of the Contract.

1.3 The Permanent Works shall be designed and constructed to the highest standards available using proven up-to-date good Engineering practices. The Specification shall in any case not specify standards which, in the Engineer's opinion, are less than or inferior to those described in the Design Basis Report (Design Criteria) and Technical Specifications contained in the Tender Documents. Construction shall be carried out employing the procedures established by the Contractor in his Quality, Safety Health and Environmental management plans.

1.4 The Contractor shall be responsible for obtaining all necessary approvals from the relevant Public/Government/Local/Statutory or any agencies in the design and construction of the works.

2. SCOPE OF WORKS

2.0 GENERAL

"Contract: DMRC/MU/LINE2/AC/01: Part design and construction of viaduct and 9 elevated stations viz., Dahisar East, Anand Nagar, Rushi Sankul, I C Colony, Eksar, Don Bosco, Shimpoli, Mahavir Nagar and Kamraj Nagar (excluding architectural finishing and pre-engineered steel roof structure of stations) from chainage (-) 414.530 m to 8283.501 m including third track at Dahisar East station and "viaduct & ramp for depot entry" of Dahisar (East) – D N Nagar Corridor of Mumbai Metro Rail Project (including entry / exit structures of the stations) as shown in the GAD No. DMRC/MUMBAI/LINE 2/GAD/2016/R1 Sheet No. 1 of 18 to Sheet No. 9 of 18, DMRC/MUMBAI/LINE2/GAD/2016/1A/R2 sheet 1A and DMRC/MUMBAI/LINE2/GAD/DEPOT-DAHISAR/2016/01/R1 sheet 1 of 2 and sheet 2 of 2.

NOTE: Name of the work otherwise mentioned elsewhere in the tender documents shall be deemed have been amended as above.

2.1 Scope under Lump Sum price:

2.1.1 The scope of work in brief is given below but the scope includes all other requirements stipulated in various parts/volumes of the contract document including appendices and annexure thereto. Entire scope of work for viaduct section, viaduct in station portion, viaduct and ramp for depot entry, third track at Dahisar East station and structural work of stations (excluding finishing work of stations, prefabricated steel roof structures and roof sheeting of stations) shall be included in Lump Sum price (Schedule A of BOQ) except those items which have been included in the Schedule B as described in Clause 2.9 of Employer’s Requirements- Functional.

2.1.1.1 The depth of Pile for this tender has been taken 8.5 m below cut off level including socket. The adjustments for extra/ less depth of Pile shall be made as below.
Fixing of Anchor bolts for station roof structure as per co-ordination with other contractor engaged by the Employer for roofing works. Anchor bolts shall be supplied free by the other contractor. Structural roof portal and sheeting are outside the scope of this contract.

Expansion joints including at the track bed and at other floor levels as per the specifications.

Providing and fixing GI brackets with suitable covering arrangement on both sides of the parapet walls of viaduct / station for electrical cables & Signaling as per site requirement and as directed by engineer in charge. Providing cutouts, concealed pipes, raceways etc. required for various services and systems as per co-ordination with employer and also the service providers and the other system contractor.

Underground water tank and pump house (25 sqm), D.G. room (20 sqm), bore wells 2 nos at each station and connection from bore wells to the underground water tanks, water proofing in the underground structure, terrace and Overhead Tanks.

Drainage arrangements of station, including supplying and laying of pipes, construction of Man Hole, Sump, Drain in Basement and outlet Sump including connection to existing municipal drainage line as required.

Masonry works (Block work/Brick work), lintel, ties, earthquakes resistance provisions in the detailing etc. at various level in the structures as shown in the Tender Drawings and detailed in the Scope of Work.

Earth filling with compaction with own good earth up to plinth level wherever required. For the area falling on the road, backfilling shall be done with sand. This provision shall supercede the corresponding provision stated anywhere else in the tender document and also order of precedence of tender documents as mentioned in GCC Clause 1.5.

Foundations for the system equipments etc. as per co-ordination with various service provisions and system contractors engaged by Employer.

Designing and construction of ground water recharging/rain water harvesting systems one such system at each station.

Public toilets at station in circulating area as per tender drawings with septic tank-soak pit/sewer connection with municipal system

Crash barriers as per tender drawings.

Inserts for track plinth (track plinth is not in the scope of this work)

For stations located over road, temporary arrangement is to be made for providing working platform at suitable height so that traffic run below it unhindered. This arrangement shall be maintained till completion of exterior finishing work. The working platform has to be covered with suitable material so that nothing falls on the road. A detailed scheme is to be submitted for approval before start of work.

Provisions for cutouts in the station required for various services in coordination with various system contractors.

Inserts/Fixtures/Supports/Hangers for system contractors.

Earthing arrangement for station and ancillary building as per requirement of system contractor. The contractor has to get necessary permission/ NOC from the railway, road, municipal and other concerned regulatory authorities for block and working in such locations.