



DELHI METRO RAIL CORPORATION LIMITED

Remodeling work such as construction of Pit jack, Bogie turntable and shifting of Bogie Turntable Civil Works etc. at Kalindi Kunj Metro Depot for Delhi MRTS Project Phase-IV.

Contract No: CPM8/2022/06

TENDER DOCUMENTS

VOLUME – I

NOTICE INVITING TENDER (NIT)

INSTRUCTION TO TENDERERS (ITT)

FORM OF TENDER (FOT)

DELHI METRO RAIL CORPORATION LTD.

Office of Chief Project Manager-8,

Opp. Frank Anthony Public School, Lala Lajpat Rai Marg,

Lajpat Nagar-IV, New Delhi-110024

VOLUME – I

NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT) – e-tender

1.1 GENERAL

1.1.1 **Name of Work:** Delhi Metro Rail Corporation (DMRC) Ltd. Invites open e-tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work. “**Contract CPM8/2022/06, Remodeling work such as construction of Pit jack, Bogie turntable and shifting of one Bogie turntable Civil works etc. at Kalindi Kunj Metro Depot for Delhi MRTS Project Phase-IV**”.

The brief scope of the work is provided in Clause A1 of ITT (Volume-1) and Employer’s Requirement (Volume-3).

1.1.2 **Key details:**

Approximate cost of work	₹ 3,42,83,672.10/-
Tender Security	<p>Amount of Tender Security : ₹ 3,42,837/-</p> <p>As per clause C18 of ITT, Tender Security to be paid online in prescribed instrument only (i.e. RTGS, NEFT & IMPS) The bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (clearly indicating UTR No. and tender reference must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. The detail of bank account of DMRC is mentioned below this table.</p> <p>For further details, clause C18 of ITT may be referred.</p>
Completion period of the Work	06 (Six) months
Tender documents on sale	<p>From 02.01.2023 to 01.02.2023 on e-Tendering portal https://eprocure.gov.in/eprocure/app Tender document can only be obtained online after registration of tenderer on the website https://eprocure.gov.in/eprocure/app For further information in this regard bidders are advised to contact on 011-49424307, 011-49424365 or 011-23417910</p>
Cost of Tender documents	<p>₹23,600/- (Inclusive of 18% GST) -Non-Refundable (Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC is mentioned below. The bidders are required to upload the scanned copies of transaction of payment of tender document cost / tender fee including e-receipt (clearly indicating UTR No. and tender reference CPM8/2022/06 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission). (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)</p>
Last date of Seeking Clarifications	<p>13.01.2023 upto 1700 Hours Queries/clarifications from bidders after due date and time shall</p>

	not be acknowledged.			
Pre-bid Meeting	19.01.2023 at 1100 hrs. The Pre-bid meeting shall be conducted through video conferencing by software apps such as Cisco webex etc. All prospective bidders shall have to provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting (latest by 1100 hrs on 18.01.2023) to the registered official email of DMRC i.e csmudgal@dmrc.org so that links having details such as software, meeting ID, password etc. can be mailed to these persons at least 12 hours before the scheduled virtual pre- bid meeting.			
Last date of issuing addendum	24.01.2023			
Date & Time of Submission of Tender Online	Tender Submission Start Date : 03.01.2023 (0900 hours) Tender Submission End Date : 01.02.2023 (1500 hours)			
Date & Time of Opening of Technical Bid online	02.02.2023 at 1100 hours			
Date & time of opening of Financial Bid online	Shall be informed after evaluation of technical bid through website			
Authority and place for seeking clarifications etc	Office of Chief Project Manager-8, DMRC Ltd. Opp. Frank Anthony Public School, Lala Lajpat Rai Marg, Lajpat Nagar-IV, New Delhi - 110024 Email id: cs.mudgal@dmrc.org			
To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:-				
Name of Bank	Bank's Address	Account Name & No	Account Type	IFSC Code
ICICI Bank	9A, Phelps Building, Connaught Place, New Delhi-110001	DMRC Ltd. A/C, 000705045337	Current	ICIC0000007

1.1.3 QUALIFICATION CRITERIA:

1.1.3.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. 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.

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope

of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV, may be completed by other member(s) of JV in the following manner.

- (i) At their own, if they have adequate technical competence to the satisfaction of Employer.
- (ii) By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- (iii) By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the defaulting member(s) & without any financial implication to the Employer. The new member(s) shall be jointly & severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance security of defaulting member.

In case of (i) & (ii) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium.

Further, the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes.

In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format Appendix-6A of Form of Tender.

- ii. (a) A non-Indian firm (not restricted as defined in Clause 1.1.3.1 x below) 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-1953 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 similar nature as defined in clause 1.1.3.2 A of NI.

- v. (a) DMRC/ any other Metro organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all ministries must not have banned business with the tenderer (including any member in case of JV) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix-19** of form of Tender.
- (b) Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in JV/Consortium, should have been rescinded / terminated by DMRC/any other Metro organization (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) 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.
- (c) The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the ongoing Civil Engineering Works awarded by DMRC / any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed Civil Engineering Works awarded by DMRC / any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work, executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-19A** of the Form of Tender. The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of undertaking submitted vide Appendix-20, the same shall be considered as “fraudulent non-submission of either satisfactory performance certificate from Client /Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix-19A. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for the on-going works.
- (d) Tenderer (including any member in case of JV/consortium) for the works awarded by DMRC / any other Metro Organisation (100% owned by Govt.) must have been neither penalised with liquidated damages of 10% (or more) of the contract value 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 value no more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.
- (e) Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in Appendix-21 of Form of Tender..
- (f) The tenderer (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the tenderer’s net worth (each individual member separately in case of JV/Consortium). The tenderer (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer (each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in Appendix-27 of Form of Tender.

The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by the client/employer against the tenderer. The amount of

disputes shall also comprise of all the claim amount and also all counter-claim amount in such arbitration/court cases.

- (g) If the Tenderer or any of the constituent JV/Consortium member(s) does not meet the criteria stated in the Appendix-19 or Appendix-19A or Appendix-20 or Appendix-21, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.1.3.1 of NIT.
- vi. If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix- 19, or performance in any of the works reported in the Appendix 19A, or undertaking submitted vide Appendix-20 or Appendix-21 or information submitted in Appendix-27, the same will be considered as “fraudulent practice” under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) & 13.2.1 of GCC.

vii. LEAD PARTNER/ NON-SUBSTANTIAL PARTNERS/ CHANGE IN JV/ CONSORTIUM

- a. Lead partner must have a minimum of 26% participation in the JV/Consortium. Each substantial partner in case of JV/ Consortium shall have experience of executing at least one “similar work” of minimum 40% of NIT Value in last 05 years
- b. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
- d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted vide foot note (d) of **Appendix 6** of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as ‘breach of contract condition’ and/or ‘concealment of facts’ (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.

Note:- The MOU may stipulates mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

In case, it comes to notice of DMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement w.r.t to the MOU submitted at tendering stage or entered a separate MOU/agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which every constituent of the JV/Consortia is liable to be debarred for a period upto three years along with such other legal actions as may be permissible under the law.

The JV/Consortium members shall submit undertaking to this effect in Appendix-6A of Form of Tender.

- e. The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) and/or under clause 4.33.1(c) of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in DMRC or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.

viii. Participation by Subsidiary Company / Parent Company with credential of other Company

- a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).
- b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).

ix. Purchase Preference to Class-I local supplier/Preference to Make In India

a) Definitions:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). **Minimum local content for 'Class-I local supplier' shall be 90% for the subject tender.**
- iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by DPIIT.
- v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 20% for the subject tender.

b) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
 - iv. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER.**
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
 - iv. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder."
- d) Minimum Local content and verification of local content:**
- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self- certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - ii. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.
 - iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
 - iv. Supplier/bidder shall give the details of the local content in a format attached as **Appendix-23** and **Appendix-24** of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload **Appendix-23** and **Appendix-24** of FOT duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms

of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

- e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- f) Only Class-I local supplier and Class-II local supplier is eligible to bid in this tender.

x. **Restriction of Bidders from Countries sharing Land Borders with India:**

Any bidder from a country which shares a land border with India will be eligible to bid as a member of a JV/Consortium only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists 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 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.

Certificate of Compliance

An undertaking shall be taken from bidders as per Appendix-26 of FOT, certifying that the bidders fulfil all the requirements contained in the aforesaid clause.

Definitions:

"**Bidder**" (including the term 'tenderer', 'consultant' 'vendor' 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.

"Bidder from a country which shares a land border with India" 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.

"**Beneficial owner**" will be as under:

- (i) 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(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) 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 or entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) 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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) 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.

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

1.1.3.2 Minimum Eligibility Criteria:

- A. **Work Experience:** The tenderers will be qualified only if they have completed work(s), completion dates(s) of which falling during last five (05) years ending 31.12.2022 as given below:

(i) At least one "similar work" * of value of **INR 274 Lakhs** or more

OR

(ii) Two "similar works" * each of value of **INR 171 Lakhs** or more.

OR

(iii) Three "similar works" * each of value of **INR 137 Lakhs** or more.

- If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of JV and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed works (which need to be similar in nature) of value **INR 137 Lakhs** or more outside the country of the foreign partner.
- ****Similar work means "Any Civil Work including RCC Structural Work of Minimum 500 Cum Concrete below Ground Level **.**

Notes:

- a) Work experience of only substantial partner (partner with share of 26% or more in the JV / Consortium)

shall be considered for evaluating of JV/Consortium.

- b) The tenderer shall submit details of works executed by them in the Performa prescribed in **Appendix-17 & 17A** of FOT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- c) Only fully completed works shall be taken into consideration for meeting work experience criteria. However, value of successfully completed portion of similar work in any on-going composite work (work involving other than similar work also) up to last day of the month previous to the month of tender submission will also be considered for qualification of Work experience Criteria subject to completion of entire scope of similar work in a composite work.
- d) For completed works, value of work done shall be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- e) In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- f) If the above work(s) i.e. **“Similar works”** comprise other works, then client’s certificate clearly indicating the amount of work done in respect of the “similar work” shall be furnished by the tenderer in support of work experience along-with their tender submissions.
- g) Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 01.07.2019, same shall be considered for evaluation even if it is not stamped.
- h) After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder shall be sent for verification and certification to the concerned client(s). In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with Tender Conditions and “Suspension/Banning Policy, August 2019” of DMRC shall be taken. The copy of “Suspension/Banning Policy, August 2019” of DMRC can be downloaded from tender section of DMRC website i.e. www.delhimetrorail.com.

B. Financial Standing: The tenderers will be qualified only if they have minimum financial capabilities as below:

(i) T1- Liquidity:

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

This shall be seen from the balance sheets of last audited year and/or from the banking reference. Net current assets and/or documents including banking reference (as per Performa given in Annexure-8 of ITT), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **INR 98 Lakhs** for this contract, net of applicant’s commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

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

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

Example: Let member-1 has percentage participation=M and member-2 has percentage participation=N.

If minimum liquidity required is 'W' then liquidity of member-1 $\geq (W M)/100$ and liquidity of member-2 $\geq (W N)/100$

- (ii) **T2- Profitability** – profit before tax should be positive in least 2 (two) years, out of the last five audited financial years.
- (iii) **T3 - Net Worth:**
Net worth of tenderer during last audited financial year should be \geq **INR 137 Lakhs**
- (iv) **T4 - Annual Turnover:** The average annual turnover from construction of last five financial years should be \geq **INR 547 Lakhs**

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

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual

turnover of JV will be $= (AM+BN)/100$

Notes:

- Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-18 of FOT** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number. ***In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'***. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- However, the tenderer including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 5 to work out the average annual turnover. In case balance sheet of the last year has not been audited so far, then data shall be divided by 4 to work out the average annual turnover.
- Any certification or document required to be provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

1.1.3.3 Bid Capacity Criteria :

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

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

Where,

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

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

B = Value of existing commitments (as on last day of the month previous to the month of tender submission) for on-going construction works during period of **06 months w.e.f** from the first day of the month of tender submission.

Notes:

- Financial data for latest last five financial years has to be submitted by the tenderer in **Appendix-15 of FOT** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.
- Value of existing commitments for on-going construction works during period of **06 months w.e.f.** from the first day of the month of tender submission has to be submitted by the tenderer in **Appendix-16 of FOT**. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.
- In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.

Example for calculation of bid capacity in case of JV / Group

Suppose there are 'P' and 'Q' members of the JV / group with their participation in the JV / group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / group shall be as under:

$$\text{Bid Capacity of the JV / group} = 0.7X + 0.3Y$$

1.1.3.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to

1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

1.1.4 **The Tender documents consist of:**

Volume 1

- Notice Inviting Tender
- Instructions to Tenderers (including Annexures)
- Form of Tender (including Appendices)

Volume 2

- General Conditions of Contracts (Nov 2019)
- Special Conditions of Contract (including Schedules)
- Conditions of contract on Safety & Health and Environment

Volume 3

- Employer's Requirements

Volume 4

- Technical Specifications
- Outline Construction Specification for Phase-IV Work

Volume 5

- Tender Drawings

Volume 6

- Bill of Quantities/Pricing Documents

- 1.1.5 The contract shall be governed by the documents listed in Para 1.1.4 above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased from the market
- 1.1.6 The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the Site office of CPM8, DMRC Ltd. Opp. Frank Anthony Public School, Lala Lajpat Lajpat Rai Marg, Lajpat Nagar-IV, New Delhi-110024.
- 1.1.7 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause **E 4.0** of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.8 The intending tenderers must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app> those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.1.9 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **class-II** or **class-III** digital signature. The tender document can only be downloaded from e-tendering portal using class-II or class-III digital signature. However, the tenderer shall upload the tender on <https://eprocure.gov.in/eprocure/app> using class-II or class-III digital signature of the authorized signatory only.
- 1.1.10 Tender submissions shall be done online on <https://eprocure.gov.in/eprocure/app> after uploading the mandatory scanned documents towards cost of Tender documents and towards Tender Security and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.

1.1.11 Submission of Tenders shall be closed on e-tendering website of DMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted.

It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website <https://eprocure.gov.in/eprocure/app> before the deadline of submission. DMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

1.1.12 Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause C18 of ITT.

1.1.13 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

1.1.14 Tenderers are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.

1.1.15 For any complaint tenderer may contact CVO, DMRC at 1st floor A-wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110001, Tel: 011-23418406, Email: cvodmrc@gmail.com.

Chief Project Manager-8

Delhi Metro Rail Corporation Ltd.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate

the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) **Tender fee / Tender document cost:** Bidder has to select the instrument type & enter the details of transaction of payment of tender fee / tender document cost done by RTGS / NEFT /IMPS as applicable and upload copy of transaction receipt as a documentary proof of payment. For further details, tenderer may refer clause C18.1.1 of ITT.

- 4) **Tender Security / Earnest Money Deposit (EMD):** Bidder should submit the EMD/Tender Security as per the instructions specified in Clause C18 of ITT in the tender document.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 23x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at :

Mobile Numbers: 91 7878007972, 91 7878007973, 91 7573889871, 91 7573889873, 91 8823233593

Tel: The 23 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-3200332,

0120-3001002.

E-Mail: [cPPP-nic\[at\]nic\[dot\]in](mailto:cPPP-nic[at]nic[dot]in)

VOLUME – I
INSTRUCTION TO TENDERER (ITT)

INSTRUCTIONS TO TENDERERS (ITT)

A. General

A1 General Description of the Work

This contract is for the work “**Contract CPM8/2022/06: Remodeling work such as construction of Pit jack, Bogie turntable and shifting of Bogie Turntable Civil Works etc. at Kalindi Kunj Metro Depot for Delhi MRTS Project Phase-IV**”.

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

A2. Source of Funds

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

A3 Eligible Tenderers

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

A4 Qualification of the Tenderer

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

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

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

A5 One Tender per Tenderer

A Tenderer shall submit only one bid, either individually as a tenderer or as a partner of JV/Consortium. If a tenderer who submits or participates in more than one bid, all tenders in which the tenderer has participated either as sole tenderer or member of JV/consortium shall be considered invalid.

A6 Cost of Tendering

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

A7 Site Visits

A7.1 The project site is located at kalindi kunj metro Depot of DMRC magenta line.

A7.2 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

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

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

B. Tender Documents

B1 Content of Tender Documents

B1.1 The Tender Documents, as listed below, have been prepared for the work **“Contract CPM8/2022/06: Remodeling work such as construction of Pit jack, Bogie turntable and shifting of Bogie Turntable Civil Works etc. at Kalindi Kunj Metro Depot for Delhi MRTS Project Phase-IV”** and as more particularly described in these documents.

Volume 1

- Notice Inviting Tender
- Instructions to Tenderers (including Annexures)
- Form of Tender (including Appendices)

Volume 2

- General Conditions of Contracts (Nov 2019)
- Special Conditions of Contract (including Schedules)
- Conditions of contract on Safety & Health and Environment (Nov 2020)

Volume 3

- Employer's Requirements

Volume 4

- Technical Specifications

- Outline Construction Specification for Phase-IV Work

Volume 5

- Tender Drawings

Volume 6

- Bill of Quantities/Pricing Documents

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

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

B2 Content of Supporting Documents

B2.1 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

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

B2.3 The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

B3 Clarification of Tender Documents

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the Chief Project Manager-8, DMRC forthwith.

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from Chief Project Manager-8, DMRC. The DMRC will respond in writing to any request for clarification received in writing from tenderers prior to dead line. Written copies of the response will be sent to all prospective tenderers who have purchased the tender document. All communications between the Tenderer and DMRC shall be conducted in writing.

B3.3 Except for any such written clarification by Chief Project Manager-8, DMRC. which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B3.4 **Correspondence:** All correspondence from DMRC pertaining to this tender till the award of the work with tenderer shall be done by **Chief Project Manager-8**, DMRC Ltd. Opp. Frank Anthony Public School, Lala Lajpat Rai Marg, Lajpat Nagar-IV, New Delhi-110024.

B4. Amendment to Tender Documents

B4.1 During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be made available at e-tendering portal

<https://eprocure.gov.in/eprocure/app> to all prospective tenderers who have purchased the tender document in the tender period.

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

- B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:
- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
 - (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.2(a) to C2.2(z-ii) below, and whether as supplements to, or amended versions of such documents.

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

C. Preparation of Tenders

C1 Language

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

C2. Documents Comprising the Tender

- C2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender online on e-tendering portal <https://eprocure.gov.in/eprocure/app>, comprising of following:
- Technical Package of "**Contract No: CPM8/2022/06**"
 - Financial Package of "**Contract No: CPM8/2022/06**" as per the provisions given in clause C15 below.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 and C2.3 and all Annexures & Appendixes of ITT and FOT respectively.

Deleted.

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

The Tenderer shall ensure that a receipt/acknowledgement is obtained for the submission of his Tender at e-tendering portal <https://eprocure.gov.in/eprocure/app> , Such receipt/acknowledgement shall be generated by the system after successful uploading of tender submission

- C2.2 The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender, and shall form part of the Contract:
- (a) Form of Tender (Without appendices);

- (b) Appendix 1 to the Form of Tender; Requirements under General Conditions of Contract (Nov 2019);
- (c) Appendix 2 to the Form of Tender: completed bill of quantities / Pricing Document (see paragraph C10, C15 and C23);
- (d) Appendix 3 to the Form of Tender:- DELETED;
- (e) Appendix 4 to the Form of Tender:- DELETED;
- (f) Appendix 5 to the Form of Tender:- DELETED;
- (g) Appendix 6 to the Form of Tender: General Information about the Tenderer;
- (h) Appendix 6A to the Form of Tender: Undertaking by JV/Consortium members;
- (i) Appendix 7 to the Form of Tender: Staffing Schedules and Organization Chart (see paragraph C12)
- (j) Appendix 8 to the Form of Tender: DELETED
- (k) Appendix 9 to the Form of Tender: DELETED;
- (l) Appendix 10 to Form of Tender: DELETED
- (m) Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- (n) Appendix-12 to the Form of Tender: Copyright Undertaking (see paragraph E2);
- (o) Appendix-13 to Form of Tender – The tenderer may submit minor deviations in this appendix and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer’s requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write “NIL” in this annexure. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of **Appendix-13 of FOT.**
- (p) Appendix 14 to the Form of Tender: DELETED
- (q) Appendix 15 to the Form of Tender: Financial Data (Construction Work Done during last five financial years)
- (r) Appendix 16 to the Form of Tender: Financial Data (Commitment For On-going Works/works in hand)
- (s) Appendix 17 to the Form of Tender: Construction Work Experience
- (t) Appendix 17A to the Form of Tender: Summary of information provided in Appendix17.
- (u) Appendix 18 to the Form of Tender: Financial Data (Financial Standing)
- (v) Appendix-19 to the Form of Tender: Undertaking as per clause 1.1.3.1 v of NIT
- (w) Appendix-19A to the Form of Tender: Undertaking as per clause 1.1.3.1 v of NIT
- (x) Appendix-20 to the Form of Tender: Undertaking for not being penalized in a Contract
- (y) Appendix-21 to the Form of Tender: Undertaking for Financial stability
- (z) Appendix-22 to the Form of Tender: Undertaking for Downloaded Tender Document
- (aa) Appendix 23 and Appendix-24 to the Form of Tender: Undertaking as per Clause 1.1.3.1 ix of NIT.
- (bb) Appendix-25 to the Form of Tender: Details of Bank Account for refund of Tender Security/EMD.
- (cc) Appendix-26 to the Form of Tender: Undertaking by the Tenderer.
- (dd) Appendix-27 to the Form of Tender: Pending Litigation as per Clause 1.1.3.1 v(f) of NIT.

- (ee) Any further documents which have been requested in accordance with paragraph B4.2 above.

All original tender documents issued by DMRC are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original tender documents issued by DMRC and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted to them. The tender shall be submitted online by using class-II/III digital signature of the organization signatory of the tenderer

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

- (a) Full details of ownership and control of the Tenderer
- (b) DELETED
- (c) DELETED
- (d) DELETED
- (e) Details of providers of performance guarantees (**see paragraph C19 below**);
- (f) DELETED;
- (g) DELETED;
- (h) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;

(i) Following information shall be furnished:

(A) Civil works

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

Member	% of participation
--------	--------------------

A

B

C

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

- (a) Maximum value of civil works executed in any one year during the last 7 years (in Rs. equivalent).
- (b) Value of the commitments and on-going works, on yearly basis, to be completed during the next **06 months** from the first date of the month of the tender submission.

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

- C2.4 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour cess, octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

With the tender submission, the tenderer shall submit the proof of **GST** registration in the state of Delhi or shall submit an undertaking that he will get registered with appropriate **GST** authorities in the state of Delhi 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.

- C 2.6 The tenderers must note the following:

Taxes & Duties:

- a) DMRC projects are covered under Project Import chapter 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The tenderer should avail this benefit.

As regards registration under Project Import, after the award of the contract, DMRC at the written request of a contractor shall facilitate the contractor for getting themselves 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.

- b) **Change in Taxes/Duty :**

The contract price shall be subject to adjustment to take in to account any change in taxes/ duty to the extent stipulated in SCC clause corresponding to Sub-Clause 11.1.4 of GCC.

- c) GST is included in the contract price. The contractor shall maintain details of SGST/UTGST, IGST/CGST paid to Revenue departments of the respective state in which the work is carried out and submit the following:-

- i. Tax Invoice
- ii. GSTR-1 return filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.
- iii. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to DMRC project and deposit of due taxes with respective tax authorities.
- iv. Relevant abstract of filed GSTR-1 return showing the details of relevant tax invoice submitted by the contractor.

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/GST/Labour Cess etc. after considering clause C2.4, C2.5 & C2.6 above.

- d) Tender prices shall be quoted in Indian Rupees only.

C3 Form of Tender

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

C4 DELETED

C5 DELETED

C6 DELETED

C7. Designer

C7.1 The Tenderer should note the requirements of warranties and obligations contained in Clause 5.2 of GCC.

C7.2 The design of the Temporary & Permanent Works shall be undertaken by a designer (the Designer). The design agency having suitable relevant experience shall be appointed by the tenderer with prior approval of DMRC. However, this approval shall not be required at tender stage. The designer will certify the temporary works design and as built drawings, if this work is to be carried out by others and he will do regular inspection of the works to confirm that the construction complies with the intent of the design.

C8. DELETED

C9 DELETED

C10 Payment Schedule:

The payment for items given in Bill of Quantity/Pricing Document (Volume 5) shall be made on the basis of actually executed quantities.

C11. Sub-Contracts

C11.1 Sub-contracting shall be generally limited to 50% of the contract price. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor.

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

C12. Staffing Schedule and Related Details

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

C12.2 If the proposed Key Staff are to be changed from those indicated in the Technical submission, then all details, including names and addresses and brief details of their experience, will be required to be furnished as per the Forms contained in **Annexure 4** of this ITT. The minimum required qualifications and experience for each Key Staff member are also contained in **Annexure 4** of this ITT.

C12.3 The key staff for execution of this work shall be from that member of the JV/Consortia who has the experience of similar work and on whose experience the JV/Consortia qualifies the criteria of work experience. If the JV qualifies on the credentials of work eligibility by the foreign partner, then the Project Manager deployed shall be an expatriate having minimum 15 years of total experience out of which 05 years should be in projects of similar nature as mentioned in Annexure-3 & 4 of ITT. The Project Manager must be involved actively in the project execution. He will be required to attend all meetings/inspections conducted by DMRC officials. He must take prior permission from DMRC for obtaining leave during his tenure as Project Manager. In case the JV do not follow these instructions, action shall be initiated under the conditions of contract to impose penalty or to terminate the contract.

The JV/Consortium members shall submit undertaking to this effect in Appendix-6A of Form of Tender.

C13. Contractor's Equipment

C13.1 The contractor shall deploy plants and equipment required to complete the work as per the schedule and within the completion period with minimum of numbers given in Annexure-5 of ITT.

C14. DELETED

C15. Pricing Document

C15.1 The Pricing Document is included in Bill of Quantities/Pricing Document; **Volume 5**. An excel file is provided in the bid documents and the rates shall be quoted in that excel file only. The tenderer shall download the excel file and after quoting their rates upload the same accordingly. **The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.** The Tenderer shall complete the Pricing Document/quote their rates in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in **Appendix-13A** for such deviation as mentioned in **Appendix 13** of FOT shall be submitted. The rates shall be quoted in excel file provided in the bid documents.

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

C15.3 The Tenderer is to note the completion date of the project. This date is to be adhered to strictly, failing which Liquidated Damages as mentioned in the Appendix-1 of FOT shall be levied to the contractor.

C16. Currencies of Tender and Payment

C16.1 The tenderer shall give his priced offer in Indian Rupees only.

C17. Tender Validity

The Tender shall be valid for a period of **180** days (both days inclusive i.e. the last date of submission of tenders and the last date of period of validity of the tender) from the last Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified

additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.

C18. Tender Fee/ Tender document cost and Tender Security/ Earnest Money Deposit (EMD):

C18.1.1 Tender fee/ tender document cost:

The instrument type for payment of tender fee/ tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of DMRC to facilitate the payment is mentioned at C18.1.4 below. The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost at the time of online bid submission and No copies of transaction of payment are required to sent to the office of Chief Project Manager-8,DMRC.

C18.1.2 Tender security/ EMD in case of Tenders having NIT value up to Rs. 10.00 Crores:

The instrument type for payment of Tender security / EMD is to be done only by RTGS, NEFT & IMPS for Tenders having NIT value up to Rs.10.00 crores & no other mode of payment will be accepted. The detail of Bank account of DMRC to facilitate the payment is mentioned at C18.1.4 below. The bidders will be required to upload the scanned copies of transaction of payment of tender security/ EMD at the time of online bid submission and No copies of transaction of payment are required to be sent to the office of Chief Project Manager-8,DMRC.

C18.1.3 Tender security/ EMD in case of Tenders having NIT value greater than Rs. 10.00 Crores:

DELETED

C18.1.4 To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

Name of Bank	Bank's Address	Account Name & No	Account Type	IFSC Code
ICICI Bank	9A, Phelps Building, Connaught Place, New Delhi-	DMRC Ltd. A/C, 000705045337	Current	ICIC0000007

C18.2 If an acceptable Tender Security/EMD is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated.

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

C18.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial package shall be released after issue of Letter of Acceptance (LOA) to successful tenderer or by finalization of tender.

C18.5 The Tender Security shall be forfeited:

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

C19. Performance Guarantee, Undertaking and Warranties

Please refer Clause 3 of S.C.C sub-clause 4.2 and Appendix-1 of FOT.

C20. Labour

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

C21. Other Contractors

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, may have to be shared with other contractors carrying out works on, or in the vicinity of the Site.

C22. Insurance

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

C23. DELETED

C24 Pre-Tender Meeting

C24.1 A Pre-Tender meeting shall be held as per details given in the Key details of NIT.

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

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

C24.4 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B1 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.

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

C25 Format and Signing of Tender

C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) documents described in paragraph C2 of these Instructions.

C25.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer before scanning and uploading (in .pdf / .jpg / .jpeg format), pursuant to sub-paragraphs A4.1, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.

C25.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender before scanning and uploading/submission.

C26 Pricing of Conditions, Qualifications, Deviations etc.

C26.1 The tenderer should submit his tender which conforms to the tender documents without material deviation(s) or reservation(s). Where, however, the tenderer gives his offer subject to certain conditions, qualifications, deviations etc., the tenderer shall provide such details in the format prescribed in **Appendix-13** of FOT and price schedule for unqualified withdrawal corresponding these deviation(s) shall separately be furnished in the format prescribed in **Annexure-13A** of BOQ / Pricing Document. Tenders not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.

C26.2 Tenderers shall note that except for deviation(s) listed in **Appendix-13** of FOT, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

D. Submission of Tenders

D1 The tenderer shall submit their tender on-line on e-tendering website specified under the Clause 1.1.2 (key details) of NIT.

D1.1 DELETED

D1.2 The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost at the time of online bid submission and No copies of transaction of payment are required to sent to the office of **Chief Project Manager-8**.

D1.3 DELETED

D1.4 It shall be the responsibility of the bidder / tenderer to ensure that the receipt for 'Tender Security' and 'Cost of Tender Document' is uploaded along with other documents before the prescribed dead line.

D1.5 'Tender Security' and 'Cost of Tender Document' submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.

D1.6 DMRC will not be responsible for delay, loss or non receipt of 'Tender Security' sent by post /courier.

D1.7 DMRC shall not be responsible for 'Tender Security' delivered to any other place / person in DMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.

D1.8 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2 Late Tenders

D2.1 Tenders have to be uploaded their tender submission on e-tendering portal <https://eprocure.gov.in/eprocure/app> before the due date and time of tender submission.

D2.2 Submission of Tenders shall be closed on e-tendering website of DMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted.

D2.3 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering portal <https://eprocure.gov.in/eprocure/app> before the deadline of submission. DMRC will not be responsible for non receipt of tender documents due to any delay and/or loss etc.

D2.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D3 Modification, Substitution and Withdrawal of Tenders

D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.

D3.3 The Tender submitted online will be taken as a final bid.

D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

E. Tender Opening and Evaluation

E1 Tender Opening

E1.1 Uploaded scanned copy of tender security and tender fee will be checked first. Tenders of those tenderers who have not submitted scan copy of tender fee and tender security shall be considered as non-responsive and liable to be rejected summarily.

E1.2 The tenders shall be opened online on due date and time of tender opening. On opening of the Tender, DMRC will first check the tender cost and tender security through online mode by cross verifying with the details of online transaction. Tenders of those tenderers who have not submitted valid "Tender Security" shall be considered as non-responsive and liable to be rejected summarily.

E1.3 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the Office of Chief Project Manager-8, DMRC Ltd. Opp. Frank Anthony Public School, Lala Lajpat Rai Marg, Lajpat Nagar-IV, New Delhi-110024. Tenderers may visit DMRC e- procurement web-site to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

E1.4 The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

E1.5 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tender can visit to DMRC e-procurement website for further information.

E2. Confidentiality of Tender Information and Copyright

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

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

E4 Evaluation of Tenders

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

- E4.1 **General Evaluation:** First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clauses E4.2, A4.1, A4.2, A4.3 and A5 of ITT.
- E4.2 **Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer qualify the minimum eligibility criteria of “work experience”, “Financial standing” as laid down in Clause 1.1.3.2 of NIT and “Bid Capacity” criteria as laid down in Clause 1.1.3.3, 1.1.3.4, 1.1.3.5 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation and shall be rejected.

In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheet, the data from audited balance sheets shall prevail.

E4.3 Evaluation of Responsiveness

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

E4.4 Evaluation of Material deviation or reservation

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

- which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification.
- which contains any deviation in tender security with regards to amount, validity, form and format.
- which affects in any substantial way, the scope, quality or performance of the Works;
- which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or

- whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.

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

E4.5 Evaluation of qualifying conditions

A tender containing any qualification which

- seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the contractor in the Tender Documents; or.
- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or
- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

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

E4.6.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. The evaluation shall be based on the documents submitted as per clause C-2.2 & C-2.3 and tender security as per clause C-18.1 & 18.2. of ITT. Tenderer(s) may be asked to make a presentation of their proposal to DMRC team for evaluation

E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.

E4.7 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the Financial Package of such tenderer shall be returned unopened.

E4.9 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

E5. Evaluation of Financial Proposals

E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers regarding opening of the financial proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened online through website. Tenderers can also check financial proposal of other tenderers online.

E5.1.2 The evaluation of Financial Proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by the Employer
- b. Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.1.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

E5.2 Correction of Errors

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

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

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

E5.3 Comparison of Tenders

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

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

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

- (i) making any corrections for errors pursuant to clause E5.1, E5.2
- (ii) making any appropriate adjustment for deviations with view of bringing various bidders at par, i.e. in full compliance of tender conditions
- (iii) The amount calculated from the quoted percentage by the tenderer for the given BOQ.
- (iv) Without taking into consideration the quantity variation or supplementary agreement

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

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

E5.7 The Employer reserves the right to accept or reject any variation, deviation or alternative offer.

Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E6 Indigenisation

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

F Award of Contract

F1 Award

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

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

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

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

F3 Notification of Award

F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by telegram or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be issued under signature of a Chief Project Manager-8,DMRC. The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

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

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

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract

with in a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

F5 Performance Security

F5.1 The Performance Security required in accordance with SCC clause 3(a) Sub-clause 4.2 of the GCC shall be for 3% of the Contract Price from the Scheduled commercial Bank in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of issue of the Letter of Acceptance.

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Bank Draft in favour of "Delhi Metro Rail Corporation Ltd". Payable at "New Delhi" from a Scheduled Commercial Bank based in India.
- (b) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post offices based in India duly pledged/lien in favour of Delhi Metro Rail Corporation Ltd.

This FDR shall be in the name of the contractor and DMRC and the contractor cannot encash/pre-mature this FDR without the discharge letter/NOC/approval of DMRC. Also, DMRC can encash this FDR without the approval of the contractor in case of non-compliance of terms of the contract.

The confirmation of the same will invariably be sent by the issuing bank directly to DMRC as per the format of Annexure-7A., or

- (c) Irrevocable bank guarantee in the prescribed format, given in Annexure-7 of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

ICICI BANK LTD

9A, Phelps Building, Connaught Place, New delhi-110001

IFSC Code; ICIC0000007

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

The Performance Guarantee should be valid for a period of 06 (Six) months beyond the Defect Liability Period.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

F5.4 Following codes are to be used by the issuing bank for the purpose of confirmation & amendment of BG:-

CODE	Purpose
IFN 760 COV	Confirmation of bank guarantee
IFN 767 COV	Amendment in bank guarantee

Instructions to Tenderers

ANNEXURE-1

DELETED

Instructions to Tenderer

ANNEXURE-2

DELETED

Instructions to Tenderer

ANNEXURE-3

[As per clause C12.1]

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

S.No.	Designation of Project Personnel	Minimum no. of Project-Personnel required	Penalty on Non-Deployment per month per person
1	Project Manager (Team Leader)	1	Rs. 0.7 Laks/month
2	Civil Engineer/Supervisor	2	Rs. 0.5 Lakh/month
3	Safety officer	As per Conditions of Contract on Safety and Health	As per Conditions of Contract on Safety and Health

NOTES:

- i) The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- ii) The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer.
- iii) These minimum resources are as per the requirements of various activities at different stages of works.

All recourses need not to be mobilized simultaneously, resources as per the requirement of various stages of works shall be mobilized in accordance with the instructions of the engineer. The decision of the engineer in this regard, shall be final and binding.

UNDERTAKING:

- i) We confirm to deploy project-personnel required to achieve progress of work as per approved construction work program.
- ii) We confirm to deploy manpower requirement of SHE Organization as required under Conditions of Contract on Safety, Health & Environment (SHE) version 1.2, and also confirm to deploy manpower over and above the minimum numbers, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATOR ON BEHALF OF TENDERER

Instructions to Tenderer

ANNEXURE-4

[As per clause C12.1]

MINIMUM ORGANISATION STRUCTURE REQUIRED

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

S. NO.	DESIGNATION	QUALIFICATION AND EXPERIENCE LEVEL
1.	Project Manager	Graduate in Civil Engineering, Minimum 05 years experience in construction projects
2.	Civil Engineer/Supervisor	Minimum 03 years for Degree & 04 years for Diploma holder's in Civil/Structure work.
3.	Safety Officer	As per Conditions of Contract on Safety and Health

NOTES:

1. The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
2. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer-in-charge.

INSTRUCTIONS TO TENDERERS

Annexure-5 [As per clause C 13]

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

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

S. No.	Types of Equipment Required for the Work	Minimum No. of Unit of Equipment Required for the Work	Maximum Permissible Age in Years
	Construction Equipment		
1	Stationary Concrete Pumps with sufficient pipes.	01	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
2	2nd generation pick and carry hydra	01	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
3	Vibratory Roller of 80 to 100KN static weight	01	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
4	JCB and Poklen (excavator)	01	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
5	Water Tanker	01	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
6	Tipper	02	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
7	Reinforcement binding & cutting equipment	02	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
8	Concrete needle vibrators	04	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment
9	Survey Instruments (Total Station)	As per requirement	As per Appendix-16 of Conditions of Contract on Safety & Health and Environment

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

UNDERTAKING:

We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipments over and above the minimum numbers indicated above, if the work requires so.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

Instructions to Tenderers

Annexure 6 (As per Clause C18.1)

FORM OF BANK GUARANTEE FOR TENDER SECURITY

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

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called "the Bank") are bound unto DelhiMetro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated _____ for _____ (Name of the work as per clause 1.1.1 of NIT) hereinafter called the tender.

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

AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.

b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.

c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

d. That this Guarantee commences from the date hereof and shall remain in force till (date to be filled up)(date to be filled as mentioned in Clause 1.1.2 of NIT).

e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. **THE CONDITIONS OF THIS OBLIGATION ARE:**

a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or

b. if the Tenderer does not accept the correction of his tender price in terms of Clause **E5.2** of the "Instructions to Tenderers".

- c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity :
 - i. fails or refuses to furnish the Performance Security in accordance with Clause F 5.1 of the “Instructions to Tenderers”and/or
 - ii. fails or refuses to enter into a Contract within the time limit specified in Clause F 4 of the “Instructions to Tenderers”.

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

5. Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b. This Bank Guarantee shall be valid up to
- c. We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

Signature of Authorized Official of the Bank

Signature of Witness

Name of Official

Name :

Designation

Address :

Stamp/Seal of the Bank

Notes:

1. Please note that, as per clause C18.1, any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.
2. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
3. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

Instructions to Bidders

Annexure – 6A

**UNDERTAKING FOR ENCASHMENT / FORFEITURE OF TENDER SECURITY
(Refer Clause C 18 of ITT)**

We, _____(Legal Name of JV / Consortium) hereby confirm that Tender Security submitted in the form of FDR / Bank Guarantee(tick whichever is applicable) for the Contract _____(Contract No.) in the name of _____(name of the substantial member of JV / Consortium on whose name Tender Security is submitted) is on behalf of _____(Legal Name of the JV / Consortium).

We also undertake that in the event of encashment / forfeiture of Tender Security by the Employer in terms of tender provisions, none of the constituent members of _____(Legal Name of JV / Consortium) will have any objection for the same.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY(IES)

Note :

1. The undertaking is to be submitted in case the tender security (in form of FDR / Bank Guarantee) is submitted in the name of JV / Consortium members.
2. JV / Consortium Member on whose name the tender security is submitted shall be substantial member.

Instructions to Tenderer

ANNEXURE-7

[As per clause F5]

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of (Month& year) between Bank of..... (Hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the contract for (Name of work as per Clause 1.1.1 of NIT) (Hereinafter called the "contract") to (Name of the Contractor) (hereinafter called "the Contractor")
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ` (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the employer upon first written demand and without civil and argument, any sum or sums within limits of (Amounts of Guarantee) as aforesaid without reference the contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in ay suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 06 months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 4.2 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
 - (b) This Bank Guarantee shall be valid up to

(c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

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

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

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

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

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
3. The 'Bank Guarantee' must be issued on the structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

ICICI Bank Ltd.

9A, Phelps Building, Connaught Place, New Delhi-110001

IFSC Code: - ICIC0000007

5. Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in

Bank Guarantees:-

Code	Purpose
MT760	Confirmation of bank guarantee
MT767	Confirmation of bank guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable to the employer.

INSTRUCTION TO TENDERERS

Annexure-7A [As per Clause F5]

Date: __/__/____

To,

The Delhi Metro Rail Corporation Limited
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road,
New Delhi-110001.

Dear Sir/ Madam

Sub: - Issuance of FDR..... amounting to Rs.....valid till.....

It is hereby certified that FDR bearing number.....dated..... amounting to Rs..... (Amount in figure and words) has been issued by (Name of the Bank) branch address The maturity value is Rs.on dated

This FDR has been issued on the request of M/s.....(Name of the Contractor) under the Contract No..... This FDR shall be **encashed**/redeemed without any consent / letter from the contractor M/s.....(Name of the Contractor) on the demand by M/s Delhi Metro Rail Corporation Limited. The **Contractor cannot encash / premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of DMRC.**

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of (Name of the Bank)

Signature.....

Name:

Designation:

Stamp of Bank.....

ANNEXURE-8

[As per clause 1.1.3.2 B (i) of NIT]

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

____ Sd. ____

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

-
- **Change the text as follows for Joint Venture:**

This is to certify that M/s who has formed a JV with M/s

..... and M/s for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s

..... to meet their working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation]

**Instructions to
Tenderer**

ANNEXURE-9 to ITT

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents (as detailed in NIT Clause 1.1.4)/addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [<https://eprocure.gov.in/eprocure/app>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

Signature of authorised signatory

VOLUME – I
FORM OF TENDER (FOT)

FORM OF TENDER

Date:

To:

Chief Project Manager-8,
Delhi Metro Rail Corporation Ltd.
Opp. Frank Anthony Public School,
Lala Lajpat Rai Marg, Lajpat Nagar-IV,
New Delhi -110024

Contract CPM8/2022/06; Remodeling work such as construction of Pit Jack, Bogie Turntable and Shifting of Bogie Turntable Civil Works etc. at Kalindi Kunj Metro Depot for Delhi MRTS Project Phase-IV.

CONTRACT PACKAGE

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Tender Drawings and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the DMRC for the construction of the above- mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 6, 11, 12, 13, 15, 16, 17, 17A, 18, 19, 19A, 20, 21 & 22 hereto, we hereby (jointly and severally)* offer to construct and complete the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the above documents within the **completion period of 06 months** (from the date of commencement) for the sum stated in the Bill of Quantities (Volume 5 of Tender Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally) *:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the DMRC in connection with this Tender or with the above- mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at New Delhi will have exclusive jurisdiction in the matter.
8. We acknowledge that the Appendix forms an integral part of the Tender.
9. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
10. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

We are,
Gentlemen, Yours
faithfully,
Signature:

Date -----

Name -----

---- For and on behalf of _____

Address _____

Witness:

Signature: -----

--- Date -----

Name -----

Address -----

*** Note:**

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

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

FORM OF TENDER – APPENDIX-1
[REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT (GCC)]

S. No.	DESCRIPTION	REF. TO CLAUSE NO.	REQUIREMENT
i	Amount of Performance Security	SCC clause 2 Sub Clause 4.2	3% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC.
ii	Latest date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed
iii	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	06 months
iv	Liquidated Damages	Clause 8.5 of the GCC	0.50% of Contract Value of Works for each week or part of week after date of completion (i.e. extended, if any) subject to maximum 10% of Contract Value.
v	'Defects Liability Period' for the whole of the Works	Clause 10 of the GCC	52 weeks after the date of issue of Taking-Over Certificate for the Whole of the Works.
vi	Amount of advance payment towards Mobilisation, Plant & Machinery and Material	Clause 11.2.1, 11.2.2 and of the GCC.	N/A
vii	Amount of Professional Indemnity Insurance (PII)	Clause 15.1 of the GCC	AOA (any one accident) limit equal to 6% of the contract value against Schedule 'A1' of BOQ in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity insurance Policy the deductible amount shall not be more than 5% of AOA limit. PII Policy shall be obtained within two weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate'. Wherever the contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee shall be retained till required validity period. The contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.

viii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	100% of the Total Contract Price.
ix	Amount of Third Party Insurance	Clause 5.8 and 15.3 of the GCC	10% (ten percent) of Total Contract Value.
x	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 04 weeks from the "date of commencement"
xi	(a) Contractor's Name and Address	GCC clause 18.1 (Tenderer to Complete)
	(b) Employer's Name and Address	GCC clause 18.2	Chief Project Manager-8, DMRC Ltd. Opp. Frank Anthony Public School, Lala Lajpat Rai Marg, Lajpat Nagar-IV, New Delhi-110024

Date :

Place :

Signature of authorized signatory of Tenderer

APPENDIX 2

FORM OF TENDER

BILL OF QUANTITIES / PRICING DOCUMENT

We (name of the tenderer) hereby undertake that the Bill of Quantities / Pricing Document (Volume 5 of the tender documents) duly completed in all respect has been uploaded by us in Package 2 (i.e., Financial Package).

Signature of authorized signatory of Tenderer

APPENDIX 3
FORM OF TENDER
(DELETED)

FORM OF TENDER - APPENDIX 4

(DELETED)

FORM OF TENDER- APPENDIX 5

(DELETED)

FORM OF TENDER- APPENDIX 6

GENERAL INFORMATION ABOUT THE TENDERER

A. TENDERER INFORMATION SHEET		
Tenderer' s Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2)	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication		
Tenderer's authorized signatory (name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		
<p>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</p> <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc. e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium. <p>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with DMRC related to the tender.</p>		

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

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

**FORM OF TENDER- Appendix- 6A
(Undertaking by JV/Consortium members)**

We understand that,

1. In case, it comes to notice of DMRC either during or even after completion of Work that JV/ Consortium members have either altered/modified the MOU/JV agreement wrt to the MOU submitted at tendering stage or entered a separate MOU/ Agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which every constituent member of the JV/Consortia is liable to be debarred for a period upto three years along with such other legal actions as may be permissible under the law.
2. Apart from all of us being jointly and severally responsible, we understand that each of us shall also be individually responsible for our duties as specified in the MOU/JV agreement submitted in terms of clause 1.1.3.1 vii d of NIT. In case our JV/Consortium qualifies the criteria of work experience on the basis of our experience, each of us shall be responsible for deployment of key staff as per clause C12.3 of ITT. In case of failure on our part in fulfilling these duties, the performance security submitted by us may be forfeited by the Employer in addition to other actions.
 - a. We are aware that our performance shall be adjudged by the Employer on quarterly basis, and if the same is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract as elaborated in NIT clause 1.1.3.1i (Eligible Applicants) We are also aware that the performance of each of us may be specifically stated in the work experience certificate/performance Certificates which may be issued to us during or after execution of Work for our Business Development purposes.

(i) STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF 1ST MEMBER OF JV/Consortium

(ii) STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF 2ND MEMBER OF JV /
Consortium

AND SO ON.....

STAMP & SIGNATURE OF AUTHORISED SIGNATORY
ON BEHALF OF JV / Consortium

Note:

1. This undertaking shall be signed by each of the JV/Consortium members.
2. The undertaking shall be signed by the authorized signatory of each constituent member and counter signed by the authorized signatory of JV /Consortium.

FORM OF TENDER - APPENDIX 7

STAFFING SCHEDULES AND ORGANISATION CHART

1. We hereby confirm to deploy the minimum project personnel as per Annexure-3 of ITT and with prescribe qualifications and experiences as detailed in Annexure-4 of ITT.

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

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

FORM OF TENDER- APPENDIX 8

DELETED

FORM OF TENDER

APPENDIX 9

(DELETED)

FORM OF TENDER

APPENDIX-10

(DELETED)

FORM OF TENDER

APPENDIX 11

(As Per Clause A4.2)

UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE

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

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

FORM OF TENDER

APPENDIX 12

[As Per Clause C2.2 (n)]

COPYRIGHT UNDERTAKING

Date: _____

To,

Chief Project Manager-8
Office of CPM-8, DMRC Ltd.
Opp. Frank Anthony Public School,
Lala Lajpat Rai Marg, Lajpat Nagar,
New Delhi-110024

LETTER OF UNDERTAKING

Contract CPM8/2022/06- Remodeling work such as construction of Pit jack, Bogie turntable and shifting of Bogie Turntable Civil Works etc. at Kalindi Kunj Metro Depot for Delhi MRTS Project Phase-IV.

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

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

Signed.....

For and on behalf of (Name of tender / joint venture)

Form of Tender- APPENDIX 13

[Refer **Clause C15.1** of ITT]

PROFORMA FOR STATEMENT OF MINOR DEVIATIONS

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

Sr. No	Clause	Deviations	Remarks (Remarks explaining reasons for deviations and why it may be considered by the employer)	Confirming that price of adjustment of each deviation/s is given in Annexure 13A of financial package (Yes/No)

Note:

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

**Signature of authorized signatory
On behalf of Tenderer**

APPENDIX 14

DELETED

FORM OF TENDER – APPENDIX 15
[As per clause E4.2]

FINANCIAL DATA

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

NAME OF THE BIDDER (CONSTITUENT MEMBER IN CASE OF JV/CONSORTIUM) :

(All amounts in Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2017-18	Year 2018-19	Year 2019-20	Year 2020-21	Year 2021-22
1	2	3	4	5	6	7
	Total value of Construction Work done as per audited financial statements					

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2017, 2018, 2019, 2020 and 2021.
6. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under **his signature, stamp & membership number, UDIN No. and Firm Registration Number.**
7. The above financial data will be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
8. The Years mentioned in the table are indicative only. Financial Data (updated as per Note 7 above) for latest last 5 (Five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certified by Chartered Accountant that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

However, the tenderer including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 5 to work out the average annual turnover. In case balance sheet of the last year has not been audited so far, then data shall be divided by 4 to work out the average annual turnover.

FORM OF TENDER –APPENDIX 16
[As per clause E4.2]

FINANCIAL DATA

(Commitment for On-going Works / Works in hand)

Applicant’s legal name..... Date.....

JV/Consortium Member’s legal name.....Page.....of..... pages

(All amounts in Rupees in Crores)

Name and Brief particulars of contract (Clearly indicate the part of the Work assigned to the applicant (s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on the last day of the previous month of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next 06 months with effect from the first day of the month of tender submission
TOTAL							

Note:

The above Annexure shall be certified by Chartered Accountant in original under his signature, stamp and membership number, Firm Registration Number & UDIN.

FORM OF TENDER - APPENDIX 17

CONSTRUCTION WORK EXPERIENCE

Tenderer’s legal name..... Date.....

JV/Consortium Member’s legal name.....Page.....of pages

Type of Participation: Substantial / Non-substantial (Tick whichever is applicable)

For works as stipulated under clause no. 1.1.3.2 A and 1.1.3.1 (vii) (b) of NIT (considering escalation as per Notes No. (d) of Clause 1.1.3.2 of NIT)

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

NOTE:

1. Only the value of contract as executed by the tenderer/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. If the “**Similar works**” work includes other works than the client’s certificate clearly indicating the amount for the “**Similar works**” shall be furnished by the tenderer along with their submissions.

FORM OF TENDER - APPENDIX -17A

Summary of Information provided in Appendix 17

Applicant's legal name.....

Date.....

Group Member's legal name.....

Page.....of..... pages

Name of Applicant (each member in case of group)	Total Number of works As per clause no. 1.1.3.2 A of NIT at the price level of as on the last day of the previous month of tender submission	Total Number of works As per clause no. 1.1.3.1 (vii) (a) of NIT at the price level of as on the last day of the previous month of tender submission	Total Number of works As per clause no. 1.1.3.1 (vii) (b) of NIT at the price level of as on the last day of the previous month of tender submission	No. of contracts delayed i.e. completed beyond the original date of completion

NOTE:-

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

**FORM OF TENDER – APPENDIX 18
FINANCIAL DATA**

(FINANCIAL STANDING)

Applicant's legal nameDate.....

JV/Consortium Member's legal name..... Page.....ofPages

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

(All amounts in Rupees in Crores)

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2017-18	Year 2018-19	Year 2019-20	Year 2020-21	Year 2021-22
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Working Capital [=2 - 4]					
9.	Return on Equity					
10.	Annual turnover (from Construction work)					
11.	Gross Annual turnover					

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

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2017, 2018, 2019, 2020 and 2021.
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.
7. This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor **in original under his signature, stamp, membership number, UDIN No and Firm Registration Number.**
8. The Years mentioned in the table are indicative only. Financial Data for latest last 5 (Five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certified by Chartered Accountant that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.
However, the tenderer including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 5 to work out the average annual turnover. In case balance sheet of the last year has not been audited so far, then data shall be divided by 4 to work out the average annual turnover.

**FORM OF TENDER - APPENDIX 19
(Undertaking as per Clause 1.1.3.1 v(a) & (b) of NIT)**

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

We do hereby undertake that DMRC/ any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, has not been rescinded/ terminated by DMRC/ any other Metro Organization (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

- In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
- The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent member counter signed by the authorized signatory of the tenderer.

FORM OF TENDER- Appendix- 19A

(Undertaking as per Clause 1.1.3.1 v(c) of NIT)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

(i) We do hereby undertake that following is the list of all the on-going Civil Engineering works awarded by DMRC/ any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed Civil Engineering Works awarded by DMRC/ any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.

Applicant's legal name

Date.....

JV/Consortium Member's legal name.....

Page OfPages

	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Performance of work	Performance based on
				* Satisfactory/ unsatisfactory	*Client's certificate/ Undertaking by tenderer
Add required number of rows					

* Strikethrough whichever is not applicable.

(ii) We also do hereby undertake that the performance of works has been indicated above for all the works which are either based on Client / Employer certificate or our undertaking. We also understand that DMRC at its sole discretion, may get performance of any such work, for which undertaking of satisfactory performance has been given by us, directly from the Client / Employer for the Works listed above and if performance from Client / Employer for such work is found to be unsatisfactory, we shall be considered non-complaint to the tender condition.

Note:

- a) The tenderer may either submit satisfactory performance Certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non submission of either satisfactory performance Certificate from Client/ Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) below.
- b) If the tenderer or any of the constituent JV/Consortium member(s) has reported four or less number of works in the Appendix 19A then there should not be any unsatisfactory performance in any of the works of tenderer or any of the constituent JV/Consortium member(s). Otherwise, the tenderer including the

constituent JV/Consortium member(s) shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer or any of the constituent JV/Consortium member(s), in more than 20% of the works reported in the Appendix 19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.

- c) If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as "fraudulent Practice" under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b) and 13.2.1 of GCC.
- e) The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent member counter signed by the authorized signatory of tenderer.

Stamp & Signature of Authorized Signatory

Example:

Works reported in the Appendix 19A	0-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3

FORM OF TENDER - Appendix- 20

(Undertaking as per Clause 1.1.3.1 v(d) of NIT)

(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

We do hereby undertake that we 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 awarded by DMRC/ any other Metro Organization (100% owned by Govt.) of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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

FORM OF TENDER - Appendix- 21

(Undertaking as per Clause 1.1.3.1 v(e) of NIT)

(UNDERTAKING FOR FINANCIAL STABILITY)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

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

FORM OF TENDER- Appendix- 22

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents (as named in Clause 1.1.4 of NIT)/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [<https://eprocure.gov.in/eprocure/app>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER- Appendix- 23

(Undertaking as per Clause 1.1.3.1 ix (d) of NIT)

We hereby jointly and severally certify in accordance with Clause '9.a' of the Order no. P-45021/2/2017- PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 04.06.2020, that the item(s) offered meets the minimum local content of 90% / 20% and we meet the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier' (strike-through whichever is not applicable). The details including name of vendor and location at which the local value addition is made is enclosed as Appendix-24 of FOT.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 04.06.2020, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

- a) This appendix need to be submitted only by 'Class-I local supplier' / 'Class-II local supplier' as defined in Clause 1.1.3.1 ix of NIT.
- b) The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

FORM OF TENDER- Appendix- 24

Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition

S. No.	Description of Items (Goods/Works/Services)	Vendor	Location

Stamp & Signature of Authorised Signatory

FORM OF TENDER- Appendix- 25

Details of Bank Account for refund of Tender Security/EMD

**(Applicable if EMD/Tender Security deposited through Demand Draft/
Banker's Cheque/ RTGS/ NEFT/ IMPS)**

1. Name of the firm/ Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of the account holder in bank:
7. Account Type:
8. Account Number:
9. IFS Code of the bank Branch:
10. Whether a copy of cancelled Cheque of the Bidder/Firm submitted: Yes or No (Please tick)

(A copy of cancelled cheque to be enclosed).

Signature of the Authorized person of the Bidder with seal & Date

Notes:-

- a) EMD/Tender Security will be refunded through NEFT/ RTGS/ IMPS/ DD/ Bankers Cheque/ any other mode of payment, in the name of firm and bank account mentioned in this appendix, which shall be of same firm and account through which EMD/Tender Security has been paid to DMRC.
- b) EMD/Tender Security shall be paid in compliance with ITT Clause C18.1.2 / C18.1.3

FORM OF TENDER- Appendix- 26

Undertaking

I/We [Name of the bidder] have read the clause(s) 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/We [Name of the bidder] certify that we are 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/We hereby certify that [Name of bidder] fulfils all requirements in this regard and is eligible to be considered.

*Strike off the highlighted text in case of tenders for Works not involving possibility of sub-contracting.

Signature of authorized signatory of Tenderer

NOTE:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.
3. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as "fraudulent practice" under clause 4.33.1a (ii) of GCC and this would be a ground for immediate termination besides taking further action as per Clause 4.33.1(b) /legal action in accordance with law.

FORM OF TENDER - Appendix- 27

(Pending Litigation as per Clause 1.1.3.1 v(f) of NIT)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

Applicant's legal name _ _ _ _ _

Date _ _ _ _ _

JV/Consortium Member's legal name _ _ _ _ _

Page _ _ _ Of _ _ _ Pages

Net Worth of the tenderer / JV/Consortium Member INR* Crore during last audited financial year

S.No.	Contract Identification	Year of award	Total completed cost (current value in case of ongoing work) (INR*)	Total amount in dispute (including claims & counter-claim) (INR*)	Applicant's percentage participation (in case of work executed by the applicant in JV/Consortium)	Applicant's share of disputed amount (INR*)
(1)	(2)	3)	(4)	(5)	(6)	(7)=(5) x (6)
	Contract Identification: Name of Employer: Address of Employer: Matter in dispute: [<i>indicate main issues in dispute</i>] Status of dispute: [<i>indicate if it is under Arbitration or being dealt with by the Judiciary</i>]					
1						
2						
Add required number of rows						
	Total of amounts of all contracts in dispute (INR*)					
	Percentage of net worth					

* or respective currency

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, this information shall be submitted by each member of the JV/Consortium.
2. This information shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.