

CONTRACT NO: BBC-04

TENDER DOCUMENTS

VOLUME 1

NOTICE INVITING TENDER

NOTICE INVITING TENDER (NIT)

1.1 GENERAL (open e-Tender)

1.1.1 Name of Work:

Delhi Metro Rail Corporation (DMRC) Ltd. invites online open e-tenders from eligible applicants, who fulfill qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work “**Contract BBC-04: Part Design and Construction of Elevated Viaduct and Seven Elevated Stations viz. Jayadev Vihar Square, Xavier Square, Rail Sadan, District Centre, Damana Square, Patia Square and KIIT Square (excluding Architectural finishing) from Chainage 7747.00 to 15017.00 of Bhubaneswar Metro Phase-I MRTS**”.

The brief scope of the work is provided in Employer’s Requirement- Functional (Volume-3).

1.1.2 Key details:

Approximate cost of work	INR 664.06 Crores (inclusive of GST @18%)
Tender Security	<p>Amount of Tender Security: INR 1.00 Crore</p> <p>Validity of Tender Security in case of BG/FDR/TDR: 03.12.2024.</p> <p>Tender Security (in original) as per clause C18 of ITT shall be accepted only up to 22.04.2024 (latest by 15:00 Hrs.) in the office of Sr.GM/Contracts at the address mentioned hereinafter.</p> <p>In case of RTGS/NEFT/IMPS transactions, bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (clearly indicating UTR No. and tender reference i.e. BBC-04 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>Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/ Consortium, the tender security can either be paid from JV/Consortium account or one of the constituents members of JV/Consortium.</p> <p>If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</p> <p>For further details, clause C18 of ITT may be referred.</p>
Completion period of the Work	36 (Thirty-Six) months

Tender documents on sale	<p>From 12.03.2024 to 22.04.2024 (up to 1500 Hrs.) on e-tendering website https://eprocure.gov.in/eprocure/app.</p> <p>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 0120-4200 462, 0120-4001 002/5, 0120-6277 787 or 011-23417910/12.</p>
Cost of Tender documents	<p>₹ 23,600/- (inclusive of 18% GST) Non-Refundable</p> <p>(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 details of bank account of DMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. BBC-04 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission).</p> <p>(Copy of GST registration no. to be provided along with Tender document cost/ tender fee)</p>
Last date of Seeking Clarifications	<p>18.03.2024 up to 17:00 hrs.</p> <p>Bidders to note that seeking clarification on the tender shall be done by sending it either on registered official email id of DMRC i.e. gmcontracts@dmrc.org or on e-tendering portal only. Seeking clarification by fax or post will not be considered.</p> <p>Queries/clarifications from bidders after due date and time shall not be acknowledged.</p>
Pre-bid Meeting	<p>19.03.2024 at 1100 Hrs.</p> <p>The Pre-bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex etc.</p> <p>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 18.03.2024) to the registered official email of DMRC i.e. gmcontracts@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.</p>

Last date of issuing addendum (if any)	08.04.2024
Date & time of Submission of Tender online	Tender submission start date: 15.04.2024 (0900 Hrs.). Tender submission end date: 22.04.2024 (1500 Hrs.).
Date & time of opening of Tender online	23.04.2024 at 1500 Hrs.
Authority for purchase of tender documents (in case of physical tenders), seeking clarifications and submission of completed tender documents	Sr. General Manager/Contracts, Delhi Metro Rail Corporation, 5 th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001. Email id: - gmcontracts@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. Tender Cell A/C, 000705045337	Current	ICIC0000007

1.1.2.1 This is a Bhubaneswar Metro Rail Corporation Ltd. (BMRCL) Non-JICA funded work.

This is a BMRCL funded work. As per the MOU signed between DMRC and BMRCL, this work is being executed by the DMRC on deposit work basis where in there is a provision of "Defect Liability"(in addition to the provisions of clause 10 of GGC) which states as: "DMRC shall administer and oversee the Defect Liability/guaranty /warrantee/AMC provisions as per individual contract conditions for a period of 1 year only from the on set of DLP and after completion of above 1 year, compliance to DLP obligations as per contract conditions with the contractor shall be monitored by the BMRCL. In addition to complying provisions of clause 10 of GGC, the contractor shall also indemnify the DMRC, BMRCL, and its officers for any loss or damage sustained by it on account of any fault or negligence in the designing, execution, operation and use of the metro services if any untoward incident occurred for these reasons within the defect liability period."

Tenderers to note the above provisions of MOU while submitting their tender.

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. Also, each member shall be individually responsible for its duties as specified in the MOU/JV agreement submitted by the bidder in terms of clause 1.1.3.1 vii d.

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 bidder (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 Indian contractor, or their wholly owned Indian subsidiary registered in India under Companies Act 2013. In such JV/Consortium, Indian Contractor / Subsidiary regd. in India shall have minimum of 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/Consortium. 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/Consortium/Association 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 organizations 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. The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.
- v(a) DMRC/ Any Other Metro Organization (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/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
- v(b) Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a 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.
- v(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 Organization (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 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, 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) falling 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) of **Appendix-19A**. In case of performance certificate issued by the client, same should not be older than three months (from the last day of the previous month of tender submission) for on-going works. In case the tenderer does not have any work falling in above criteria, his performance will not be judged unsatisfactory.
- v(d). Tenderer (including any member in case of JV/consortium) for the works awarded by

DMRC/ any other Metro Organization (100% owned by Govt.) must have been neither penalized 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 more than 10% of NIT cost of work, during last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.

v(e). Tenderer (any member in case of JV/Consortium) must not have suffered bankruptcy/insolvency during the last five (5) years (from the last day of previous month of tender submission). The tenderer should submit undertaking to this effect in **Appendix – 21** of Form of Tender.

v(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.

v(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 or pending litigation criteria as per Clause 1.1.3.1 v(f), 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 be a substantial partner in the JV/Consortium i.e. it should have a minimum of 26% participation in 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 07 years. The tenderer shall submit details of above work in the Performa of Appendix- 17 & 17A of FOT as per Notes to Clause 1.1.3.2.A of NIT.
- b. Each non-substantial partner should have a minimum of 20% participation in the JV/ Consortium. Partners having less than 26% participation will be termed as non-substantial partner and shall not be considered for evaluation of JV/Consortium. In this tender for Civil works, a Joint Venture / Consortium to qualify, each of its non-substantial partner must have experience of executing at least one Civil work of minimum 20% of NIT

value in last 07 years. The tenderer shall submit details of above work in the Performa of Appendix-17 & 17A of FOT as per Notes to Clause 1.1.3.2.A of NIT.

- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of bids. In case of changes during tendering stage, the bid 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 particularly with reference to financial, technical and other obligations 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. 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 up to 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) 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 90%, 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.

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 of 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 of 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 successfully completed or substantially completed similar work(s) during last seven years ending last day of the month previous to the month of tender submission as given below:

- (i) At least one "similar work"* of value of ₹ 531.25 crore or more.

OR

- (ii) Two "similar works"* each of value of ₹ 332.03 crore or more.

OR

- (iii) Three "similar works"* each of value of ₹ 265.62 crore or more.

- *The "Similar works" for this contract shall be "Construction of Viaduct (which may include station along with viaduct) /Bridge /Flyover (excluding approaches & embankments) having a pre-stressed concrete super-structure".
- 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 not be similar in nature) of total put together of value **INR 265.62 crore** or more outside the country of the foreign partner.

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) Substantial completion shall be 80% (value wise) or more works completed under the contract based on original scope of work / revised scope of work, whichever is less
- c) 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 certificate/ substantial completion certificate from client clearly indicating the nature/scope of work, actual completion cost/ value of actually executed works and actual date of completion (in case of completed works) 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 also be submitted.

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.

- d) **In case of any composite work (work involving other than similar work also), value of successfully completed or substantially completed portion of similar work up to last day of the month previous to the month of tender submission shall be considered for qualification of work experience Criteria.**

- e) 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.
- f) 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.
- g) If the above work(s) comprises of works other than "similar work" also, then client's certificate clearly indicating the amount of "similar work" shall be furnished by the tenderer.
- h) 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.
- i) 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 the last audited year and/or from the banking reference. Net current assets and/or documents including banking reference (as per proforma 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 ₹ **31.62 crores** 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 - Net Worth:** Net Worth of tenderer during last audited financial year should be \geq **INR 44.27 crores.**

In Case of JV/Consortium - Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has percentage participation = N. Let the Net worth of Member-1 is 'A' and that of Member-2 is 'B', then the Net worth of JV/Consortium will be = $(AM+BN)/100$

- (iii) **T3 - Annual Turnover:** The average annual turnover from construction of last five financial years should be $>$ **INR 177.08 crores.**

In Case of JV/Consortium - The average annual turnover of JV/ Consortium 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/Consortium will be = $(AM+BN)/100$.

Notes:

- a) 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 and firm registration number. 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 may be considered as non-responsive.
- b) 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.
- c) 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.
- d) 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:

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

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 **36 months** w.e.f. from the first day of the month of tender submission .

Notes:

- a) 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 and firm registration number (FRN) and UDIN.
- b) Value of existing commitments for on-going construction works during period of 36 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 and firm registration number (FRN) and UDIN..
- c) 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 / Consortium / Group

Suppose there are 'P' and 'Q' members of the JV / Consortium / Group with their participation in the JV / Consortium / 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 / Consortium / Group shall be as under:

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

- 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.

The Tender documents consist of:

1.1.4 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)
- Condition of Contract on Safety & Health and Environment

Volume 3

- Employer's Requirement – General
- Employer's Requirement – Functional
- Employer's Requirement – Design
- Employer's Requirement – Construction
- Employer's Requirement – Appendices

Volume 4

- Outline Design Specifications
- Outline Construction Specifications for Phase-IV Civil Work

Volume 5

- Tender Drawings

Volume 6

- Bill of Quantities

Volume 7

- Geotechnical Investigation Report

- 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 office of Sr. GM/Contracts, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001.
- 1.1.7** All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause **E4.0** of "Instructions to Tenderers" and/or minor deviation without quoting the price of adjustment 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 or uploaded using Class-II or Class-III digital signature. However, the tenderer shall upload their 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 such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India or scanned copies of transaction of payment i.e.

RTGS, NEFT & IMPS (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 complaints, tenderers may write to Vigilance Complaint Portal (VCP) of DMRC i.e. <http://vcp.delhimetrorail.com>

**Senior General Manager /Contracts
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 enroll 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 bid documents and generally, they can be in PDF / XLS formats.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Bidder should try to avoid to the possible extent in making of Pdf files from images. Pdf compressing software tools may be used for reducing size of Pdf files and compressed bid documents may then be cross checked in all respects.

- 4) Bidder should try increasing of JRE memory. To modify the parameter, double click under the "Runtime Parameters" column and type –

-Xms512m - That assigns 512MB memory for the Java.

-Xms1024m - That assigns 1GB memory for the Java.

-Xms2048m - That assigns 2GB memory for the Java.

-Xms3072m - That assigns 3GB memory for the Java, and so on.

Please note, it begins with a minus sign and ends with an m. Also note, there is no blank space between characters.

- 5) Bidder should try using of machine with large RAM (8 GB and above) with good Internet connection/speed.
- 6) 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) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 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 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 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal
Contact at : Tel: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5, 0120-6277787.

E-Mail: support-eproc[at]nic[dot]in

International bidders are requested to prefix +91 as country code.