



DELHI TRANSIT

## **Delhi Integrated Multi Modal Transit System Ltd.**

( A Joint Venture of Govt. of Delhi & IDFC Ltd.)

**Subject: Implementation of BRT Corridor from Ambedkar Nagar to Delhi Gate.**

**Sub Head: Repairs/ restoration of road cut by Delhi Transco Limited for laying of cables on BRT Corridor (Mathura Road) at T-point.**

### **BID DOCUMENTS**

### **VOLUME 1**

### **PART 2: INSTRUCTIONS TO BIDDERS**

**Delhi Integrated Multi Modal Transit System Ltd.**

(A Joint Venture of Government of Delhi & IDFC Ltd.)

**1<sup>st</sup> Floor, Maharana Pratap Inter State Bus Terminus,  
Kashmere Gate, Delhi-110006**



## **INSTRUCTIONS TO BIDDERS (ITB)**

### **1 GENERAL**

- 1.1 Bids shall be prepared and submitted in accordance with the instructions given herein.
- 1.2 Key Relevant information and address for purchase of documents, correspondence and submission of Bid are provided in IFB. More details are as follows:
- (a) Period for which the Bid is to be kept valid is 90 days from the deadline date of submission of Bid
  - (b) Date of commencement of work shall be 7 days from the date of issue of "Letter of acceptance".
  - (c) "Defects Liability Period" shall be 6 months from the date of completion as indicated in "Completion Certificate".
  - (d) Time for of completion shall be 30 days from the date of commencement of work.
- 1.3 The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract and shall consist of various salient items as generally described in Annexure-2 of Instructions to Bidders.

### **2.0 GENERAL ELIGIBILITY REQUIREMENTS**

- 2.1 This invitation to Bid is open only to eligible competent Bidders with sound technical and financial capabilities and meeting the eligibility criteria as given in Annexure-1 of Instructions to Bidders.
- 2.2 Each Bidder shall submit only one Bid for the work. No joint venture/ consortium is permitted. The Bidder who submits more than one Bid or a Bid submitted by a joint venture/ consortium shall be disqualified.
- 2.3 -deleted-
- 2.4 To qualify for award of Contract, the Bidders shall submit a written power of attorney authorizing the signatory (ies) of the Bid to commit the Bidder. In case of Foreign Bidders, Power of Attorney(s) and Board Resolutions confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy / High Commission.
- 2.5 Each page of Bid shall be signed by the authorized signatory of the Bidder.

- 2.6 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Bid/contract shall be communicated forthwith in writing by the Bidder to DIMTS.
- 2.7 Each Bidder will be required to confirm and declare in the Bid submittal that they have not engaged in any fraudulent and corrupt practice as defined in Clause 37 of Instructions to Bidders 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.

### **3.0 COST OF BIDDING**

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid.

### **4.0 SITE VISIT**

- 4.1 Any site information given in this Bid document is for guidance only. The Bidder is advised to visit and examine the site of works and its surroundings at his/their responsibility, risk and cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract.
- 4.2 The Bidder shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of his Bid.

### **5.0 BID DOCUMENTS**

#### **5.1 CONTENTS OF BID DOCUMENTS**

The Bidder is expected to examine carefully all the contents of the Bid documents from Volume 1 to Volume 2 including instructions, conditions, forms, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's risk. Bids, which are not responsive to the requirements of the Bid documents, will be rejected.

### **6 CLARIFICATION ON BID DOCUMENTS**

- 6.1 While all efforts have been made to avoid errors in the drafting of the Bid documents, the Bidder is advised to check the same carefully and seek clarifications within the scheduled period. No claim on account of any errors detected in the Bid documents shall be entertained.
- 6.2 A Bidder requiring any clarification of the Bid documents including any error or mismatch in the Bid documents, may notify Sr. Manager (Civil), DIMTS in writing within the specified time as indicated in IFB. DIMTS will respond in writing to any request for clarification received in writing from Bidders. Written copies of the

DIMTS' response will be posted on DIMTS' website. The Bidders have to keep a vigil on DIMTS website for the same & they shall have no claim whatsoever for any ignorance in such case.

## **7.0 AMENDMENT TO BID DOCUMENTS**

At any time prior to the deadline for submission of Bids, DIMTS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid documents by issuing addendum. Such an amendment in the form of an addendum will be posted on DIMTS website. The Bidders have to keep a vigil on the DIMTS website for the same & they shall have no claim whatsoever for any ignorance in such case.

Without prejudice to the order of preference as specified in General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation for Bid and Bid Documents issued previously. Bidders should acknowledge receipt of such addenda and list them in the Bid submittal.

In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, DIMTS may, at its discretion, extend the deadline for the submission of Bids in accordance with Sub-clause 18.1.

## **PREPARATION OF BIDS**

### **8.0 LANGUAGE OF BID**

The Bid, and all correspondence and documents related to the Bid shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate certified translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

### **9.0 DOCUMENTS COMPRISING THE BID**

The Bid shall be submitted in two parts, namely "Technical Bid" and "Financial Bid".

#### **9.1 TECHNICAL BID**

The technical bid, clearly labeled as "TECHNICAL BID", shall comprise the followings:

- (a) Bid Security in original in a separate sealed envelope,
- (b) Attested Copy of Power of Attorney (in favour of the Authorised Signatory of the Bidder)
- (c) All required General, Technical and Financial Information/ Details/Documents in/as per prescribed forms T-1 to T-13 along with supporting documents, as indicated in forms:

Form T-1: General Information about Bidder

Form T-2: Structure & Organization of Bidder's firm

Form T-3: Details of Annual Turnover

Form T-4: Solvency Certificate

Form T-5: Details of works/contracts of similar nature executed during last 3 years

Form T-6: Details of current contract commitments/works in progress

Form T-7: Resources (Personnel) proposed for the project

Form T-8: Resources (Plants & Equipments) proposed for the project

Form T-9: Proposed Site Organization chart with assignment of each key staff member (identified by name), duration & timing together with clear description of the responsibilities of each key staff member within the overall work programme.

The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months

Form T-10: Brief report on understanding and comprehension of the work involved, general approach and methodology including such detailed information as deemed relevant & work programme. The Works Programme given in the Bid shall not in any event be construed as a submission of the Works Programme as required to be furnished according to the contract requirements.

Form T-11 & T-12: Information regarding litigation history, debarment or abandonment of any work by Bidder

Form T-13: Affidavit

(d) Attested copy of the registration certificate and clearance certificate under Delhi VAT Tax Act, 2005 is required to be submitted. As per Delhi VAT Act, the party who is executing work in Delhi has to have registration with DVAT authorities of Delhi. If a Bidder from outside Delhi intends to participate in Bid, he can be permitted provided he gives an undertaking to the effect that he will get himself registered with Delhi VAT authorities, in the event of issue of Letter of acceptance to the Bidder and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Delhi VAT Department, first payment shall not be released.

(e) Bid documents from Volume 1 with each page duly signed and stamped:

**9.2 FINANCIAL BID**

- 9.2.1 The financial bid, clearly labeled as “ FINANCIAL BID” will contain Volume 2 with the following duly filled in:
- i. Form of Bid and Appendix to Bid
  - ii. Bill of Quantities
  - iii. Technical specification.
- 9.2.2 The financial proposal should be separately completed, each page duly signed and stamped and submitted in a separate sealed envelope. The prices shall be entered at the prescribed place in the Form of Bid and the BOQ enclosed. These prices should include all costs associated with the contract.
- 9.3 Documents to be submitted by the Bidder under technical and financial packages have been described under the respective Clauses 9.1 and 9.2. This list of documents has been prepared for the convenience of the Bidder and any omission on the part of the Employer shall not absolve the Bidder of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.
- 9.4 The documents forming part of Bid shall be separately sealed and marked in accordance with sealing & marking instructions.

**10.0 BID PRICE**

The Contract shall be for the whole works as described in scope of work. The Bidder shall fill in rates and prices for all items of Works described in the Bills of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. The Bid prices shall be governed by relevant clauses of General Conditions of Contract and shall be subject to limitations of Special/Additional Conditions of Contract and nothing extra which is not included in the contract price shall be payable.

- 10.1 The Bidder is required to quote for all the items in the BOQ. If the Bidder fails to quote rate against any item of bill of quantities, the same will not be paid for by DIMTS when executed and shall be deemed to have been included by the Bidder in the rates and prices for other items in the bill of quantities.

The rate for each item shall be reasonable and not unbalanced. Should DIMTS come across any unbalanced rates, it may require the Bidder to furnish detailed analysis to justify the same. If after its examination, DIMTS still feels the rates to be unbalanced, it may ask the Bidder for additional Performance Guarantee or other safeguards to protect DIMTS' interest against financial loss failing which, his Bid shall be liable to be rejected by DIMTS and DIMTS may award the Contract to any other Bidder.

- 10.2 The Bidder shall keep the contents of his Bid and rates quoted by him confidential.

10.3 The Bidder shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

10.4 The Bidder should quote his rates inclusive of all taxes, duties, royalties, VAT etc. All duties, taxes, royalties and other levies payable by the Contractor under the contract, or for any other cause as of the deadline for submission of the Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder and the evaluation and comparison of Bids by DIMTS shall be made accordingly.

### **11.0 CURRENCIES OF THE BID**

11.1 Bid prices shall be quoted in Indian Rupees only. All payments including advances, if any shall be made only in Indian Rupees.

### **BID VALIDITY**

12.1 The Bid shall remain valid and open for acceptance for a period of 90 days from the deadline date for submission of Bid as indicated in IFB.

12.2 In exceptional circumstances, prior to expiry of the original Bid validity period, DIMTS may request the Bidders for a specified extension in the period of validity in writing or by Tele-fax. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request, shall not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security correspondingly.

### **13.0 BID SECURITY**

13.1 The Bidder shall furnish with his Bid, a Bid security in form of Bank Draft in favour of DIMTS Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India or Fixed Deposit Receipt of a Scheduled Commercial bank /Post office based in India duly pledged in favour of DIMTS Ltd.

13.2 The Bid Security shall be submitted in a separate envelope super scribed "Bid security for \_\_\_\_\_(Name of Wok)".

13.3 Any Bid not accompanied by an acceptable Bid security will be summarily rejected.

13.4 The Bid securities of unsuccessful Bidders shall be discharged/returned by the Employer as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity.

13.5 The Bid security of the successful Bidder shall be returned upon the Bidder executing the Agreement after furnishing the required performance guarantee as per the contract.

13.6 The Bid security shall be forfeited:  
a. if a Bidder withdraws his Bid during the period of Bid validity, or

- b. if the Bidder does not accept the correction of his Bid price in terms of Clause 27.0, or
  - c. in the case of a successful Bidder, if he fails to :
    - i. Furnish the necessary performance guarantee for performance.
    - ii. Enter into the Contract within the time limit specified.
- 13.7 No interest will be payable by the Employer on the Bid security amount cited above.
- 14.0** Conditions, Qualifications, Deviations etc : The Bidder shall submit his Bid without any conditions, deviations etc to the Bid documents. Bid submitted by any Bidder which contains any deviations or conditions beyond the provisions in Bid documents shall not be evaluated/ considered and shall be summarily rejected as non responsive.
- 15.0 PRE- BID MEETING(S)**
- 15.1 The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at DIMTS Ltd., 1<sup>st</sup> Floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi-110006 **at 4:00 pm on 12.09.2011.**
- 15.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage by the prospective Bidders.
- 15.3 The Bidder is instructed to submit its queries in writing. All such queries should reach DIMTS at least one day prior to the date of the meeting by post/fax/e-mail.
- 15.4 Minutes of the pre-Bid meeting, including the text of the questions raised and the responses given together with any response prepared after the meeting, will be transmitted to all Bidders and also posted on DIMTS' web site. Any modification of the Bid documents which may be considered necessary as a result of the pre-Bid meeting shall be made by DIMTS exclusively through the issue of an Addendum pursuant to Clause 7 of Instructions to Bidders and not through the minutes of the pre-Bid meeting.
- 15.5 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 16 FORMAT AND SIGNING OF BIDS**
- 16.1.1 If the Bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 16.1.2 If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Bid. Alternatively, it shall be signed by all the partners.

- 16.1.3 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Bid.
- 16.1.4 –deleted-
- 16.2 All amendments/corrections/ overwriting shall be initialized by the authorized signatory.
- 16.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

## **17.0 SEALING AND MARKING OF BIDS**

- 17.1 The Bidder shall submit his Technical and Financial bids in two sets one marked “Original” and the other marked “Copy” (Copy can be photocopy of ‘original’). In the event of discrepancy between them, the original shall prevail.

### **17.2 Sealing and Marking of Bids**

- 17.2.1 The bidder shall submit the Bid in two parts, the Technical Bid and the Financial Bid. Each part of the Bid shall be sealed in separate envelopes and the two sealed envelopes shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:-

- A) Inner Envelope containing Technical Bid shall be super scribed with the identification “ \_\_\_\_\_(Name of Work)” and shall indicate the name and address of the bidder.

Further, this envelope marked ‘Technical Bid’ shall contain the following documents:

- a) Bid Security in a separate sealed envelope marked “Bid Security”. In case of bidders who downloaded the bid documents from DIMTS website are also to enclose Bank Draft payable at Delhi in favour of DIMTS for the amount of cost of bid in separate envelop.
- b) Documents listed at para 9.1: Two sets ( 1 original + 1 copy) of these documents shall be submitted in separate sealed envelopes. One shall be marked ‘ORIGINAL’ and the other ‘COPY’.
- c) All three envelopes as mentioned in “a” & “b” above shall be kept in one envelope, marked “Technical Bid”, and sealed.
- B) Inner Envelope containing Financial Bid shall be super scribed with the identification “Financial Package for the work

“\_\_\_\_\_ (Name of Work).” and shall indicate the name and address of the Bidder.

Further, this inner envelope marked ‘Financial Bid’ shall contain the documents listed in para 9.2 in 2 sets (1 original + 1 copy) in two separate sealed envelopes. One envelope shall be marked ‘ORIGINAL’ and the other ‘COPY’.

C) Outer Envelope:

(i) The inner envelopes marked as ‘Technical Bid’ and ‘Financial Bid’ shall be enclosed in an outer envelope and sealed.

(ii) The outer envelope shall be

a) addressed to DIMTS at the following address :

To,

The Sr. Manager (Civil),

Delhi Integrated Multi-Modal Transit System Limited

1<sup>st</sup> Floor, Maharana Pratap ISBT Building,

Kashmere Gate, Delhi-110006

b) superscribed with the identification “\_\_\_\_\_ (Name of work)’.

17.2.2 If the outer envelope is not sealed and marked as above, DIMTS will assume no responsibility and shall not be held liable for any misplacement or premature opening of the Bid.

17.3 No responsibility will be accepted by the Employer for the misplacement or premature opening of a Bid, not sealed or marked as per aforesaid instructions.

## 18.0 SUBMISSION OF BIDS

18.1 Bids should be submitted at the following address:

Sr. Manager (Civil), Delhi Integrated Multi Modal Transit System Ltd., 1<sup>st</sup> Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 up to the time & date as indicated in Invitation for Bid.

The Employer may, at his discretion, extend the submission date for Bid.

Bids, as sealed above, shall be submitted in person to Manager (Civil), DIMTS.

The Employer cannot take any cognizance and shall not be responsible for delay in transit.

## 19.0 LATE BIDS

19.1 Any Bid received after the deadline prescribed for submission of Bids will be returned unopened to the Bidder.

**20.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

- 20.1 Except as permitted by these instructions, the Bidder shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Bidder with or as a part of his Bid.
- 20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the clause 18.1 of this Instruction to Bidders, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as the case may be.
- 20.3 No modifications shall be permitted after the deadline for submission of the Bids. Withdrawal of the Bid after deadline for submission of Bids but prior to the period of Bid validity shall result in forfeiture of the Bid Security.

**BID OPENING AND EVALUATION****21.0 BID OPENING**

- 21.1 DIMTS will open the outer envelope of all the Bids received for the work (except those received late) containing the sealed technical package and the sealed financial package and announce the names of (i) Bidders, (ii) Bidders who have submitted modification of technical/financial packages, and (iii) Bidders who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend Bid opening on the date and time mentioned in the IFB. In the event of specified date of Bid opening being declared as a holiday for DIMTS, the Technical Package will be opened at the appointed time and location on the next working day.
- 21.2 Bidders for which acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened and shall be returned.
- 21.3 Envelopes marked Technical Bid shall be opened first. Bidder's names, 'Modification of Technical Bid', the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each Bid and such other details, as DIMTS may consider appropriate will be announced by DIMTS at the time of opening.
- 21.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 21.5 The sealed envelope containing the Financial Bid shall not be opened at this stage.

**22. EXAMINATION, EVALUATION AND DETERMINATION OF RESPONSIVENESS OF TECHNICAL BID**

- 22.1 Prior to evaluation of Technical Bid, DIMTS will determine whether the Bid is accompanied by the Bid Security in the required form, amount and validity.
- 22.2 If the Bid Security furnished does not confirm to the amount and validity period as specified in the Instructions to Bidders and has not been furnished in the form specified in Clause 13, the Bid shall be rejected by DIMTS as non-responsive and the Technical Bid and the sealed Financial Bid will be returned to the Bidder.
- 22.3 Subject to confirmation of the Bid Security by the issuing bank, the Technical Bid accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the issuance of Bid Security, the Bid shall be rejected as non-responsive.
- 22.4 Prior to the detailed evaluation of technical bid, the Employer will determine whether each Bid is responsive to the requirements of the Bid documents. For the purpose of this Clause, a responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bid documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, the DIMTS's rights or the Bidder's obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- 22.5 The Technical Bid will be checked to ascertain whether the Bid has been properly signed and all the details/documents as indicated in para 9.1 have been submitted.
- 22.6 The Technical Bid shall be further evaluated for determining the eligibility of the Bidder as per the evaluation & qualification criteria given in Annexure-1.
- 22.7 If the Technical Bid is not substantially responsive and does not fulfill the evaluation & qualification criteria, it will be rejected by DIMTS and will not subsequently be made responsive by any subsequent correction or modification or withdrawal of the non-conforming deviation or reservation. However, DIMTS reserve the right to ask any clarification from Bidders for details submitted with technical package if it so desires during the technical evaluation.
23. Technically qualified Bidders shall be intimated by registered post/fax/e-mail about the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for DIMTS, the Financial Bid will be opened at the appointed time and location on the next working day.

24 The Financial Bid of those Bidders whose Technical Bid is determined to be non-responsive pursuant to Clause 22 shall be returned unopened to the Bidders.

## **25. OPENING OF FINANCIAL BIDS**

25.1 DIMTS will open the envelope marked 'Financial Bid' (including 'Modifications pursuant to Clause 20), in presence of the Bidders (whose Technical Bid is found to be substantially responsive) or their representatives who choose to attend on the date intimated to such Bidders.

25.2 The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid prices, the total amount of each Bid, any discount, 'modifications of Financial Bid and such other details, as DIMTS may consider appropriate will be announced by DIMTS at the opening of the Financial Bid.

25.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

26. Examination of Financial Bid and Determination of Responsiveness of Financial Bid

26.1 DIMTS will determine responsiveness of each Financial Bid with respect to Priced Bill of Quantities, Technical Specifications, Drawings and other relevant requirement of Bid documents.

26.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the Bidding documents.

26.3 If the Financial Bid is not substantially responsive, it will be rejected by DIMTS and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **27. CORRECTION OF ERRORS**

27.1 Financial Bids determined to be substantially responsive will be checked by DIMTS for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-

- i) If a discrepancy is found in the rate in figures and in words, the rate in words shall govern and the amount shall be worked out accordingly.
- ii) If the amount of an item is not worked out by the Bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by Bidder in words shall be taken as correct and amount worked out accordingly.

- iii) Where the rates quoted by Bidder in figures and words tally but the amount is not worked out correctly, the rates quoted by Bidder will, unless otherwise proved, be taken as correct and not the amount.
- iv) if there is a discrepancy between the total Bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total Bid amount will be corrected.

27.2 The amount stated in the Form of Bid will be adjusted by DIMTS in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 13.

## **28. EVALUATION AND COMPARISON OF FINANCIAL BIDS**

28.1 DIMTS will evaluate and compare only those Financial Bids which are determined to be substantially responsive.

28.2 In evaluating the Financial Bids, DIMTS will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price as follows:-

- a) making any correction for errors pursuant to Clause 27;
- b) making appropriate adjustments to reflect any price modifications offered in accordance with Clause 20.

28.3 The estimated effect of the price adjustment provisions of the General/Special Conditions of Contract to be applied during the period of implementation of the Contract, shall not be taken into account in Bid evaluation

28.4 If the Bid of the successful Bidder is seriously unbalanced in relation to DIMTS' estimate of the cost of the items of the Works to be performed under the Contract, DIMTS may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, DIMTS may require that the amount of the performance guarantee set forth in Clause 35 be increased up to an additional 5 (five) per cent of the contract price or as decided at the expense of the successful Bidder to protect DIMTS against financial loss in the event of default of the successful Bidder under the Contract.

28.5 A Bid, which contains several items in the Bill of Quantities which are unrealistically priced low and which could not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.

**29 CLARIFICATION OF BIDS**

- 29.1 To assist in the evaluation of Bid, DIMTS may, at his discretion, ask any Bidder to authenticate the correctness of the information/details furnished by him in his Bid. Such request by DIMTS and the response by Bidder shall be in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by DIMTS in the evaluation of the Bids in accordance with Clause 27.
- 29.2 Subject to Sub Clause 29.1, no Bidder shall contact DIMTS on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- 29.3 Any attempt by the Bidder to influence Bid evaluation, Bid comparison or decisions for contract award may result in the rejection of his Bid.

**30 PROCESS TO BE CONFIDENTIAL**

- 30.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 30.2 Any effort by a Bidder to influence DIMTS in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the Bidder's Bid.

**AWARD OF CONTRACT****31 AWARD CRITERIA**

- 31.1 Subject to Clause 32, DIMTS will award, the Contract to the Bidder, whose Bid is responsive & fulfills qualification criteria, complete, in accordance with the Bid documents, and whose Evaluated Bid Price is determined to be the lowest.

**32 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Notwithstanding Clause 31, DIMTS reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the DIMTS' action.

**33 NOTIFICATION OF AWARD**

- 33.1 Prior to the expiry of the period of Bid validity , DIMTS will notify the successful Bidder by telegram or Tele-fax, to be confirmed in writing by registered letter/courier, that his Bid has been accepted. This letter (hereinafter and in the

Conditions of Contract called 'the Letter of Acceptance') shall name the sum which DIMTS 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 sent in duplicate to the successful Bidder, who will return one copy to DIMTS duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by DIMTS from the unsuccessful Bidders.

- 33.2 The Letter of Acceptance will constitute a part of the contract.
- 33.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 33.1, DIMTS will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.
- 34 The successful Bidder shall submit the following documents within a period of 14 days from the date of issue of the Letter of Acceptance:
- (a) Performance Guarantee
  - (b) Power of Attorney(s) and Board Resolution (In case of Foreign Partners, to be duly notarized by notary public and stamped by the Indian Embassy/High Commission) in case of any change than submitted along with Bid submittals.

### **35. PERFORMANCE GUARANTEE**

- 35.1 Within 07 (Seven) days of the issue of the Letter of Acceptance, the successful bidder shall deliver to DIMTS, a Performance Guarantee for an amount equivalent to 5% (five percent) of the Contract Price plus additional security for unbalanced bids in accordance with Sub Clause 28.4 and relevant Conditions of Contract.
- 35.2 The performance guarantee to be provided by the successful Bidder in favour of DIMTS Ltd. shall be either
- (a) in the form of Demand Draft of any Nationalized/Scheduled Indian Bank payable at New Delhi/Delhi in favour of DIMTS Ltd..
  - (b) or in the form of Government Securities or Fixed Deposit Receipts of any scheduled Indian Bank duly pledged in favour of DIMTS Ltd.
  - (c) or in the form of Bank Guarantee from any Nationalized Indian Bank/any RBI approved Scheduled Indian Bank. The format of Bank Guarantee shall be in accordance with the format of Performance Guarantee attached as part of Instructions to Bidders (Form B).
- 35.3 The performance guarantee shall be valid up to a period of 30 days beyond the defect liability period.

35.4 Failure of the successful bidder to comply with the requirements of Clause 35 and 36 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security including restriction on future participation in DIMTS' projects for a period as may be decided by DIMTS.

**36 SIGNING OF AGREEMENT**

After confirmation of issuance of performance security by the issuing bank, DIMTS will direct the successful bidder to attend DIMTS' office on a date determined by DIMTS for signing the Form of Agreement.

**37. CORRUPT OR FRAUDULENT PRACTICES**

37.1 DIMTS will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. DIMTS will blacklist and declare the firm ineligible, either indefinitely or for a stated period of time, to apply for a contract by DIMTS Ltd.

- i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DIMTS of the benefits of free and open competition.

**INDEX ON  
PROFORMA OF FORMS & EVALUATION CRITERIA**

**1. PROFORMA OF FORMS – GENERAL**

	<b>Description</b>	<b>FORM</b>
I.	Form of Bank Guarantee for Bid Security	A
ii.	Form of Bank Guarantee for Performance Guarantee	B
iii.	Deleted	C
iv	Form of Agreement	D

**2. PROFORMA OF FORMS FOR TECHNICAL PACKAGE**

	<b>Description</b>	<b>FORM</b>
i.	General Information about Bidder	T-1
ii.	Structure & Organization of Bidder's firm	T-2
iii.	Details of Annual Turnover	T-3
iv.	Solvency Certificate	T-4
v.	Details of works/contracts of similar nature executed during last 3 years	T-5
vi	Details of current contract commitments/works in progress	T-6
vii	Resources(Personnel) proposed for the project	T-7
viii	Resources(Plants & Equipments) proposed for the project	T-8
ix	Proposed site Organization chart with assignment of each key staff member	T-9
x	Brief report on understanding and comprehension of the work involved, general approach and methodology	T-10
xi	Information regarding Litigation history, debarment or abandonment of any work by Bidder	T-11 & T-12
xii	Affidavit	T-13

3. EVALUATION CRITERIA ANNEXURE-1

4. SCOPE OF WORK & SITE INFORMATION ANNEXURE-2

**FORM A**  
**FORM OF BANK GUARANTEE FOR BID SECURITY**

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 Delhi Integrated Multi Modal Transit System Ltd., 1<sup>st</sup> Floor, Maharana Pratap I.S.B.T. Building, Kashmere Gate, Delhi – 110006 (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 Bidder) (hereinafter called "the Bidder") has submitted its Bid dated \_\_\_\_\_ for (Name of the work as per IFB) hereinafter called the Bid.

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs \_\_\_\_\_ as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS\_\_\_\_\_ (Name of Bank) have, at the request of the Bidder, 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 Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- 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 Bidder.
- c. That any account settled between the Employer and the Bidder 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) (up to 120 days from the date of deadline date for submission of Bid).

- e. That the expression ‘the Bidder’ 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 Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
  - b. if the Bidder does not accept the correction of his Bid price in terms of Clause 28 of the “Instructions to Bidders”.
  - c. if the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity :
    - i. fails or refuses to furnish the Performance Guarantee in accordance with Clause 35 of the “Instructions to Bidders” and/or
    - ii. fails or refuses to enter into a Contract within the time limit specified in Clause 36 of the “Instructions to Bidders”.

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.

Signature of .....  
 Authorized Official of the Bank

Signature of the witness  
 .....

Name of Official .....  
 Designation .....

Name of the Witness  
 .....

Stamp/Seal  
 of the Bank .....

Address of the Witness  
 .....

**FORM B**

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

**FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

(Refer Clause 35.0 of "Instructions to Bidders")

To,

The Delhi Integrated Multi-Modal Transit System Limited  
1<sup>st</sup> Floor, Maharana Pratap ISBT Building,  
Kashmere Gate,  
Delhi-110006

WHEREAS, \_\_\_\_\_ (Name and address of the Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of his bid dated \_\_\_\_\_(date) to execute the \_\_\_\_\_ [Name and brief description of contract/work](hereinafter called the "Contract") and the bid of Contractor has been accepted by the \_\_\_\_\_ [ Name of Employer] vide letter of acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ .

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a bank guarantee.

NOW THEROF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)[Amount of Guarantee in words and figures], such sum being payable in the type of currency in which contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. The Bank will deliver the money required by you immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to you any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents, which may be made between you and the Contractor, shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this bank guarantee shall not be affected by any change in the constitution of the Contractor or of the Bank.

This Guarantee will remain valid and in force up to \_\_\_\_\_[Date]<sup>1</sup>.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

DATE \_\_\_\_\_

SIGNATURE OF THE ISSUING AUTHORITY OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

ADDRESS OF THE BANK \_\_\_\_\_

IN THE PRESENCE OF

SIGNATURE OF THE WITNESS \_\_\_\_\_

NAME AND ADDRESS OF THE WITNESS \_\_\_\_\_

<sup>1</sup> Upto such number of days after end of defects liability period as indicated in Instruction to Bidders.

Note : Bidders are not required to fill/complete this form at the time of Bid Submission.

**FORM C**

DELETED

**FORM D**  
**FORM OF CONTRACT AGREEMENT**

(Refer Clause 35 & 36 of "Instructions to Bidders")

This Agreement is made at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_ 2009 Between Delhi Integrated Multi Modal Transit System Ltd. , 1<sup>st</sup> Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 (hereinafter called "the Employer" of the one part) and \_\_\_\_\_ (Name of Contractor) (Address of Contractor) \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that (\*\* certain Goods and Services should be provided and) the Works should be executed, viz. ----- (Name of work ) hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works (\*\* as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) Invitation For Bid (IFB) (Including Annexures)
  - (b) Instruction to Bidders (ITB)(Including Annexures)
  - (c) Special/Additional Conditions of Contract
  - (d) General Conditions of Contract (GCC)
  - (e) Technical Specifications
  - (f) Tender Drawings
  - (h) Bill of Quantities
  - (i) Form of Tender with Appendix
  - (j) Letter of acceptance (LOA)
  - (k) Addendums issued, if any
  - (l) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\*\_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of \*\*Rs \_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
6. The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

\_\_\_\_\_

\_\_\_\_\_

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note :**

- \* To be made out by the Employer at the time of finalisation of the Form of Agreement.
- \*\* Blanks to be filled by the Employer at the time of finalisation of the Form of Agreement.

\*\*\* TO BE DELETED IF NOT APPLICABLE

**GENERAL INFORMATION**

All Bidders are requested to complete the information in this form. Nationality information to be provided for all owners or Bidders who are partnerships or individually owned firms.

<b>Nationality of Owners (*)</b>	
<b>Name</b>	<b>Nationality</b>
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	

(\*) To be completed by all owners of partnerships or individually owned firms.

<b>1.</b>	<b>Name of firm</b>	
<b>2.</b>	<b>Head office Address</b>	
<b>3.</b>	<b>Telephone</b>	<b>Contact</b>
<b>4.</b>	<b>Fax</b>	<b>E-mail</b>
<b>5.</b>	<b>Place of incorporation / registration</b>	<b>Year of incorporation registration</b>

**STRUCTURE & ORGANISATION**

1.	Name & Address of the Bidder	
2.	Telephone No. /Telex No. /Fax No.	
3.	Permanent Account No. (attached copy of PAN.)	
4.	Employees Provident Fund Account No.	
5.	Legal status of the Bidder (attached copies of original Document defining the legal status).	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
6.	Particulars of registration with various Government bodies (attach attested photo-copy).	
	<b>Organization/Place of registration No.</b>	<b>Registration No. &amp; Date</b>
7.	Names and Titles of Directors & Officers with designation to be concerned with this work.	

8.	Designation of individuals authorized to act for the organization.	
9.	Whether the Bidder is a share holder or partner of any firm enlisted in DIMTS or any other Department.	
10.	Whether the Bidder or any of his partners or share holders is / are members of the Indian Parliament or any State Legislature or relative of any of officers in Delhi Integrated Multi Modal Transit System. If Yes, name and particulars of such officer along with the relationship to the Bidder / partner.	
11.	Name of partners with their respective shares in the firms (attested copy of partnership deed to be enclosed) and affidavit of sole proprietorship in case of individual Bidder.	
12.	Was the Bidder ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
13.	Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
14.	Has the Bidder or any of his constituent partners or share holders has ever been black-listed or removed from the approved list of contractors, or demoted to a lower class or orders passed banning / suspending business with the applicant etc. by any Organization in the past. If so give details.	
15.	In which field of Civil Engineering construction the Bidder has specialization and interest?	
16.	Number of years in the construction Industry.	
17.	Any other information considered necessary but not included above.	
18.	Whether the Bidder or his constituent partners or share holders are in any capacity near relatives (*) of any employee in DIMTS. If Yes, name and designation of officer in DIMTS to whom the Bidder or his constituent partners or share holder is a near relative.	

19	<p>Whether the Bidder or any office partners/Directors retired as an Engineer of Gazetted rank or as any Gazetted Officer employed in Engineering Administrative duties in the Engineering Departments of the Delhi Administration and/or DIMTS during the last two years. If Yes, name of such partners/Directors including last designation held in DIMTS or Engineering Department, of Delhi Govt</p> <p>(Applicable only for limited companies and partnership firms).</p>	
----	--	--

(\*) That includes wife, husband, partners, grand-parents, children, grand children, brothers, sisters, uncles, aunts, cousins, and their corresponding in-laws.

## ANNUAL TURNOVER DATA

*Name of Bidder :*

Turnover Details (in Indian rupees)	Financial Year		
	2010-11	2009-10	2008-09
Turnover of the bidder			

Note:

1. The audited balance sheets for the last three years shall be submitted. In case the balance sheet does not clearly show the turnover from Civil construction works only, a certificate from Chartered Accountant certifying turnover from electrical construction works out of total turnover shall be submitted.
2. In case of turnovers in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time, clearly indicating the calculations.

**SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify to the best of our knowledge and information that M/s\_\_\_\_\_or Shri\_\_\_\_\_ a customer of our Bank is respectable and can be treated as good for any engagement up to a limit of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_).

This certificate is issued without any guarantee or responsibility on the Bank or any of its Officers.

(Signature)

for the Bank.

Note:

1. This certificate may be issued on the letterhead of the Bank and addressed to the Engineer-in-Chief, Delhi Integrated Multi Modal Transit System, Delhi.

**Details of Contracts of Similar Nature and Complexity Completed during the current financial year 2010-11 or last 3 years(years to be considered shall be 2010-11, 2009-10, 2008-09)**

**Name of Bidder.**

*Bidder should provide information to demonstrate that they meet the requirements stated in the Qualification/Evaluation Criteria.*

*Use separate sheet(s) for each Contract as per following format.*

1.	<b>Contract Number of Contract</b>	
	<b>Name of Contract</b>	
	<b>Country</b>	
2.	<b>Name of Employer</b>	
3.	<b>Employer's address (Give telephone and fax no. also)</b>	
4.	<b>Nature of works and special features relevant to the Contract for which Applicant wishes to Bid</b>	
5.	<b>Work executed as:(tick one)</b>	
	<b>Prime contractor</b>	<b>Partner in a Joint Venture</b>
6. a)	<b>Value of the total contract</b>	
	<b>b) Amount of work sub-contracted by the firm</b>	
7.	<b>Value of similar work, if the similar work, as described in bid documents, only a part of a bigger project :</b>	
	<b>Certificate from Employer indicating the cost of similar work out of the total project cost of bigger project.</b>	
7.	<b>Date of award</b>	
8.	<b>Scheduled Date of Completion</b>	
9.	<b>Contract duration (years and months)</b>	
	<b>----- years ----- months</b>	
10.	<b>Actual Date of Completion</b>	
11.	<b>Narrative Description of Project: Type of project, details of Construction/maintenance works , if any; Any other feature/detail, if any.</b>	
12.	<b>Time Overrun, if any and whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided</b>	

13	<b>Employer's certification regarding quality of work : Very Good/Good/Fair/Poor</b>
14	<b>Name , Address, Contact No. of any officer of Employer(not below the rank of Executive Engineer/Project Manager) to whom any reference may be made</b>

NOTE: Experience/Completion certificate from Employer(issued by an officer not below the rank of Executive Engineer or equivalent), covering the above details i.e. incorporating clearly the name of Contractor, name of the work, Contract value, billing amount, date of commencement of works, scheduled date of completion, actual date of completion, satisfactory performance of the Contractor, Quality of works executed(Very Good/Good/Fair/Poor), Time overrun if any(whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided), etc. and other relevant information must be submitted. Further, documentary proof in form of copy of agreement, completion certificate etc. in support of information given above must be submitted for each project. Otherwise the project experience shall not be considered for evaluation.

**Summary Sheet: Current Contract commitments / works in progress**

**Name of Bidder**

Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, final completion certificate has yet to be issued.

S.	Name of the contract, Location and Nature of the work	Contract No. & Date /Date of Start	Percentage and amount of participation of firm in the project	Percentage and amount sub-contracted by the firm	Name and Address of Client /Employer (incl. Tel./ Fax no.)	Contract value	*	**	***	Estimated completion date
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3										
4										
5										
--										

\*Stipulated date of completion

\*\* Value of outstanding work

\*\*\* Value of outstanding work to be completed during next 1 year starting from January,2010

**Note:**

1. Certificate from Employer, covering the above details must be furnished. Further, documentary proof in form of copy of agreement, value of work executed etc. in support of information given above must be submitted for each project.

**RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL**

The figures indicated below are the minimum number of Project-Personnel required

Sr. No.	Sector	Minimum no. of Project-Personnel required	Min. Educational Requirement / Experience
1	Project Manager	1	Graduate in Civil Engg. With minimum 10 years overall experience and 5 years in similar type of works
2	Sr. Site Engineer	1	Diploma in Engg. With minimum 5 to 8 years experience in similar type of works
3	Foreman /Supervisor	1	Minimum 3 to 5 years experience in similar type of works
	Others (give details)		

We confirm to deploy project-personnel as per the above mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, as required for timely implementation of project.

**Signature of Bidder**  
**Name of Firm**  
**Date**

**RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS**

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

<b>S. No.</b>	<b>Type of Equipment required for the work</b>	<b>Minimum No. of units of equipment required for the work</b>
1	Road Roller 8 to 10 ton capacity.	1 no.
2	Tractor-Trailer for carrying misc. items at site	As per requirement
3	Any other as required at site	

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, for timely implementation of the project as per technical specifications.

**Signature of Bidder**  
**Name of Firm**  
**Date**

**PROPOSED SITE ORGANISATION**

A. SITE ORGANISATION CHART

B. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART

C. DESCRIPTION OF RELATIONSHIP BETWEEN HEAD-OFFICE AND \*SITE  
MANAGEMENT

---

\* Indicate clearly distribution of authority and responsibility between Head Office and Site Management.

**TECHNICAL PROPOSAL**

A. UNDERSTANDING AND COMPREHENSION OF THE WORK INVOLVED

(The Bidder shall give a brief on these items)

B. GENERAL APPROACH AND METHODOLOGY INCLUDING SUCH DETAILED INFORMATION AS DEEMED RELEVANT.

(The Bidder shall give a brief on these items)

C. WORK SCHEDULE/PROGRAMME

(Please attach the work schedule)

**Litigation/Arbitration History**

**Name of Bidder**

Bidder, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution

Year	Award FOR or AGAINST Bidder	Name of Project	Name of client, cause of litigation/ Arbitration and matter in dispute	Disputed amount (current value)	Actual Awarded Amount

Note: 1. In case of amounts in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI BC selling rates prevalent at that time.

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF  
BIDDER OR ABANDONMENT OF WORK BY BIDDER**

- |       |  |             |
|-------|--|-------------|
| 1 (a) | Does the Bidder has consistent history of litigation/<br>arbitration awarded against him.  | .....Yes/No |
| (b)   | If yes, give details   |             |
| 2 (a) | Has the Bidder been debarred/blacklisted by any<br>Organisation in India as on the date of application,<br>except on account of reasons other than non-performance<br>, such as rescinding of joint venture due to most experienced<br>partner of joint venture pulling out, court directions leading to<br>breaking up of a joint venture before start of work. | .....Yes/No |
| (b)   | If yes, give details   |             |
| 3 (a) | Has the Bidder abandoned any contract work in<br>India   | .....Yes/No |
| (b)   | If yes, give details   |             |
| 4 (a) | Has the Bidder ever been declared bankrupt during the last<br>5 years  | .....Yes/No |
| (b)   | If yes, give details, including present status   |             |
| 5.    | Has the Bidder been debarred by DIMTS, by DIMTS or any<br>Government or Semi Government Organization as on the<br>date of application  | ....Yes/No  |

Note : If any information in this schedule is found to be incorrect or concealed, Bid will be summarily rejected.

**AFFIDAVIT\***

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ authorized representative of M/s \_\_\_\_\_ with its office at \_\_\_\_\_ solemnly affirm and declare as under on behalf of the firm:-

1. I/We am/are submitting Bid for \_\_\_\_\_(Name of project)
2. I/We, the undersigned, do hereby certify that all the statements as contained in the Bid and annexures thereto are true and correct.
3. I/We, the undersigned, also hereby certify that neither our firm M/s \_\_\_\_\_ nor any of its constituent partners have abandoned any work/ contract awarded to us for which the reasons are attributable to the non-performance of the contractor.
4. I/We, the undersigned, also hereby certify that no criminal proceedings are pending/ ongoing in any court of law regarding any project executed by our firm.
5. I/We, the undersigned, also hereby certify that our firm has not been debarred/blacklisted by DIMTS or any Government or Semi Government Organization.
6. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by DIMTS to verify this statement or regarding my (our) competence and general reputation.
7. I/We, the undersigned, understand and agree that further qualifying information may be requested, and agrees to furnish any such information at the request of DIMTS.

[Deponent]

Signed by an Authorized Officer of the Bidder

Title of Officer

Name of Bidder

Date

**VERIFICATION**

I/We, the above named deponent do hereby solemnly affirm that the information contained in para 1 to 7 above are true and correct as per my knowledge and records and nothing material has been concealed there from..

Verified on \_\_\_\_\_, 2009 at \_\_\_\_\_.

[Deponent]

**\* To be given on Non-judicial stamp paper of Rs.100/- duly signed by authorized notary.**

**1. Qualification/Eligibility Criteria for Technical Package**

The evaluation of Technical Package will be based on Bidders meeting all the following minimum pass/fail criteria regarding their general and particular experience, financial position, personnel and equipment capabilities and other relevant information furnished by the Bidder:

**1.1 Experience**

**1.1.1 General Experience**

The Bidder shall provide documentary evidence that it has been in the business of Civil construction works / maintenance of Civil works during the last 5 years in the role of prime contractor or partner in joint venture.

**1.1.2 Particular Construction Experience**

The Bidder shall provide documentary evidence that it has successfully/satisfactorily completed (without levy of liquidated damages):

At least one work of similar nature costing at least 80% of the estimated cost of work put to tender or two works of similar nature costing at least 60% of the estimated cost of work put to tender or three works of similar nature costing at least 40% of the estimated cost of work put to tender during the current financial year 2010-11 or last three years (years to be considered shall be 2009-10, 2008-09, 2007-08) For this purpose, 'cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Employer /Client, but excluding those supplied free of cost. Similar Works means construction of roads/ footpath etc.

For these, the certificate of satisfactory completion from Employer shall be submitted along with the application incorporating clearly the name of Contractor, name of the work, Contract value, billing amount, date of commencement of works, scheduled date of completion, actual date of completion, satisfactory performance of the Contractor, Quality of works executed (Very Good/Good/Fair/Poor), Time overrun if any(whether without levy of compensation/penalty, with levy of compensation/penalty or levy of compensation/penalty not decided) and any other relevant information.

The works may have been executed by the Applicant as prime contractor or as member of joint venture or as sub-contractor. In case a project has been executed as Joint Venture by two or more firms, weight age towards experience in the project would be given to JV partners in proportion to their participation in the Joint Venture.

In case the similar work, as described above, is only a part of a composite/bigger project, the certificate from Employer should also indicate the cost of similar work

out of the total project cost of composite/bigger project

### Base Year and Escalation

Following enhancement factors have to be used for updating the cost of works executed to bring to a common base:

Year	Multiplying factor
2010-11	1
2009-10	1.07
2008-09	1.14
2007-08	1.23

*Applicant should incorporate the above enhancement factors to the actual amount of the works executed by them clearly indicating the calculations.*

In case the financial figure and value of completed works are in foreign currency, the above enhanced factors will not be applied. Instead, actual amount in the foreign currency shall have to be converted into equivalent Indian Rupees (INR) at the State Bank of India BC selling rate as on the date two weeks prior to the last date of submission, clearly indicating the calculations.

## 1.2. **Turnover**

The Bidder shall have achieved, during last three years (years to be considered shall be 2009-10, 2008-09 & 2007-08) an average updated annual turnover from Civil construction works of at least 133% of the estimated cost of work put to tender.

The audited balance sheets for the last three years shall be submitted. The Bidder must demonstrate the current soundness of the Bidder's financial position, and indicate its prospective long-term profitability. If deemed necessary DIMTS shall have the authority to make inquiries with the Bidder's bankers. In case the balance sheet does not clearly show the turnover from Civil works only, a certificate from Chartered Accountant certifying turnover from Civil construction / Maintenance works out of total turnover shall also be submitted.

## 1.3 **Financial capability**

### 1.3.1 **Solvency**

The Bidder should submit a solvency certificate, certified by his Bankers, of at least 40% of estimated cost of work put to tender. Solvency Certificate from the Bankers shall be submitted as performa- T-4.

## 1.4 **Deleted**

## 1.5 **Personnel capabilities**

The Bidder shall supply general information on the management structure of the firm and shall make provision for suitably qualified personnel to fill the key positions/support staff/office staff as required during contract implementation for timely implementation of works.

Requirement of minimum Key personnel with qualification and experience is given in FORM T-7 of "Instructions to Bidders". The Bidder shall give an undertaking (in the FORMAT of FORM T-7) to provide personnel for these positions satisfying the qualification and experience requirements.

#### 1.6 **Equipment capabilities**

The Bidder is required to own or have assured access through hire or lease to the key items of equipment required during contract implementation for timely implementation of works.

A general list of minimum requirement of major plant and machinery required for the project is given in form T-8 of "Instructions to Bidders". The Bidder shall give an undertaking (in the FORMAT of FORM T-8) to provide all the plant and machinery required for timely implementation of project.

#### 1.7 **Litigation History**

The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder will result in failure of the application.

#### 1.8 **Disqualification**

Even though the Bidder meets the above criteria, he is subject to be disqualified if Bidder has:

- made misleading or false representation in the forms, statements and attachments submitted; or
- any criminal proceedings are pending/ ongoing in any court of law regarding any project executed by the Bidder.
- has been debarred/blacklisted by DIMTS or any Government or Semi Government Organization.
- records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, inordinate delays in completion, consistent history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy, etc.
- shown poor performance in any of the works at DIMTS.

- any near relative posted in DIMTS in any capacity (any breach of this condition by the bidder would render him liable to be debarred for taking up works in DIMTS). The near relatives include wife, husband, partners, grand-parents, children, grand children, brothers, sisters, uncles, aunts, cousins, and their corresponding in-laws.
- Is under a declaration of ineligibility for corrupt or fraudulent practice

2. **Joint Ventures/Consortium** : Joint Ventures/Consortiums are not allowed to bid for the project.

**SCOPE OF WORK & SITE INFORMATION**

**Section-A : Site Information**

**1. SITE INFORMATION**

**1.1 Work Site**

1.1.1 The project sites are on the BRT Corridor from Ambedkar Nagar to Delhi Gate located in the National Capital Territory of Delhi.

1.1.2 The work shall be executed at T-point Bhairo Marg, Mathura Road on BRT Corridor located in the National Capital Territory of Delhi.

1.1.3 The Contractor shall plan his works keeping in view restriction of approach and availability of space and time.

**1.2 GENERAL CLIMATIC CONDITIONS**

1.2.1 The area in which the work lies is mostly plain terrain.

1.2.2 The highest and lowest temperatures in general range from 45 degree Celsius to 3 degree Celsius.

1.2.3 Summer season is from April to June and winter season is from November to March.

1.2.4 The mean average annual rainfall in the area over a five-year period is of the order of 735 mm, a good portion of which is concentrated during July to mid September, when about 75% of the annual rainfall occurs.

1.2.5 Delhi experiences extreme climatic conditions and Bidders must acquaint themselves about the same before submitting the Bid. The Employer shall in no way be responsible on this account.

**1.3 SEISMIC ZONE :**

Delhi falls in Seismic Zone IV. Earthquake of maximum magnitude VIII on Modified Mercalli scale has been experienced in the past, in the region.

The above site information is being made available to Bidders in good faith and Bidders are advised to obtain relevant information, as may be considered necessary by them, before quoting for the bid. No claims whatsoever on account of any discrepancy in the above information shall be admissible to Bidders.

**Section-B : Scope of Work**

**1 Objective**

The objective of the contract is construction of road/ footpath/ cycle track including filling, ramming, watering and consolidation of sub grades etc, providing of sub base and base course, providing and laying of CC surface for smooth and safe ridding of road/ cycle track users, so as to provide better facilities to the road users. The contractor has to complete all the related item of works (including but not limited to construction and removal of the Temporary Works required if any) and the rectification of defects

appearing in the works in the manner and to the standards and within the time stipulated by the Contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works.

## **2. SCOPE OF WORKS**

The work under this contract shall be carried out in accordance with the various documents constituting the contract and shall consist of various salient items as generally described below:

### **2.1 Scope of work included in BOQ**

- (i) Providing and laying CC of specify grade for CC pavements.
- (ii) Providing and laying 60mm thick interlocking paver block of M-30 grade.
- (iii) Brick work with FPS bricks.

**2.2 Traffic Management/Traffic Safety/Work Area Safety:** The proposed work is to be carried out on a very busy road. The Contractor shall carry out the Works so as to minimize disruption to road and pedestrian traffic. The Contractor shall prepare his traffic management plan based on his proposed construction methodology in co-ordinate with DIMTS and in conjunction with Delhi Traffic Police. He shall comply strictly with the approved plan during construction of his works. Development of traffic management/diversion plans/schemes & traffic safety plans and its approval from Delhi Traffic Police & other local authorities shall be the responsibility of the Contractor. Development of work area safety plans shall be as per the provisions of contract and its implementation at site. Traffic barricades with blinkers, reflective tapes, road delineators, traffic cones, portable signage's, reflective lights and other necessary traffic signage should be provided wherever required as per detailed plans, as required and as directed by DIMTS/Traffic Police. Temporary traffic diversion for smooth flow of traffic will be provided during construction including necessary traffic signs, repairs to diverted route/services lanes if required. Properly equipped Traffic marshals shall be deployed for the period of diversion to guide the road users and to avoid traffic congestion (deployment of guards for safety of work area etc. shall be the responsibility of contractor and nothing extra shall be paid for this). Restoration of diverted route in original condition etc. shall be done by Contractor. Contractor shall not be paid for these items (pertaining to barricades,

traffic marshals & signboards) and all/any other related work/activity shall be considered incidental to work.

### 2.3 **Utilities :**

Precautions to be taken in regard to the utilities mentioned as under;

- (i) Utilities must not be damaged at any cost. If due to some or the other reason, mis-happening occurs, it should be rectified immediately by the Contractor at his own cost under intimation of DIMTS/Employer.
- (ii) Till rectification of the damaged trunk sewers, the Contractor shall arrange substitute arrangement for sewer pumping and its disposal as per directions of utility owning agency. The similar arrangement to be done for other utilities.
- (iii) The covers of manholes be saved from heavy machinery movement to avoid any accident/Slippage of malba in manholes etc into the T/Sewers which may cause blockage of lines. In case of damage of manhole cover & frame, the same shall be replaced immediately by the Contractor at his own cost.
- (iv) Manholes of the trunk sewer should be kept freely accessible for cleaning and removal of blockages and malba should not be dumped over these manholes.
- (v) Branch sewer connections which are connected with the trunk sewers should also be taken care of. If the same are damaged, the same should be restored immediately on priority.

2.4 Deleted

2.5 Deleted

2.6 Deleted

2.7 There is possibility of some of the items not getting mentioned here. Contractors are requested to go through the Bid drawings in detail as the works mentioned above as well as indicated in the Bid drawings would be considered inclusive in the scope of work.

2.8 The scope of works shall also include but not limited to the following incidental activities:

- a. Site clearance and dismantling of obstructions etc., before commencement of work as specified or as directed;
- b. Preparing fabrication/shop/erection drawings for structural work and obtaining approval in respect thereof from the DIMTS, inclusive of incorporation of all modifications, alterations, changes, etc. that may be required to be carried as directed;
- c. True and proper setting out and layout of the works, bench marks and provision of all necessary labour, instruments and appliances in connection therewith as specified or as directed;

- d. All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed;
- e. The Contractor has to ensure cleanliness of the work area and its surroundings by deploying man power for the same. The Contractor shall have to ensure proper brooming, cleaning and washing of work area till the currency of the contract including disposal of sweepage. Nothing extra shall be payable on this account;
- f. Day to day cleaning of worksite throughout the execution period.
- g. Clearing of site and handing over of all the Works, as specified or as directed;
- h. Maintenance of the completed Work during the period as specified;
- i. Deleted
- j. The scope of work includes working under all conditions at site, foul, moisture, water, weather etc., diversion/pumping/bailing out of water, if required.
- k. In terms of the provisions of the relevant conditions of contract, complying with all safety & environmental protection guidelines at site during construction period. Protection & safety of existing structures in or within the vicinity the construction area.
- l. Liaison with other government departments whenever required.
- m. Underpinning and protection of existing buildings and structures wherever required.
- n. Dewatering arrangements, if required.
- o. Dismantling of road crust, footpaths, kerb stones etc. during construction, proper stacking of serviceable material and cartage to stores/godowns of DIMTS. Disposal of surplus earth, malba, unserviceable material to the nearest sanitary landfill site.
- p. Construction of temporary diversions during construction.
- q. Deleted

The above mentioned activities shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

- 2.9 All ancillary and incidental facilities required for execution of the work e.g. labour camps, stores, laboratory at site, work shop facilities, watch and ward, temporary structure for plants and machinery, water storage structure, tube wells, electric/ telephone installation and charges, liaison work, protection work during execution not included in the main items, any other item/ activity contained in the Bid documents which is necessary for execution of work in the opinion of the DIMTS, shall be deemed to be included in the BOQ and nothing extra shall be paid for the same. Works to be performed under this shall also include all general works preparatory to the construction and works of any kind necessary for the due and satisfactory construction, completion and maintenance of the works to the intent and meaning of the drawings adopted and technical specifications, to best DIMTS standards and orders that may be issued by the DIMTS from time to time, compliance by the agency with all Conditions of Contract, supply of all materials, apparatus, plants, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop, staff, labour and the provision of proper and sufficient protective works, diversion, temporary fencing, lighting and watching required for the safety of the public

and protection of works on adjoining land; first –aid equipment, sanitary, accommodation for the staff and workmen, effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties, duties or the other charges arising out of the erection of works and the regular clearance of rubbish, clearing up, leaving the site perfect and tidy on completion

2.10 Deleted

2.11 Deleted

### **3. ENVIRONMENTAL CONSIDERATIONS**

All provisions and conditions contained in the Bid documents and other statutory provisions regarding environmental protection, safety & health shall be strictly complied with and shall be incidental to work.

### **4. STANDARDS**

- (1) Equipment, materials and systems shall be designed, manufactured and tested in accordance with the latest International and/or National Codes and standards. The Contractor shall submit copies to the DIMTS of all Codes and standards used for the work.
- (2) Reference to standards or to materials and equipment of a particular manufacturer shall be regarded as followed by the words “or equivalent”. The Contractor may propose alternative standard, materials, or equipment that shall be equal to or better than those specified. If the Contractor for any reason proposes alternatives to or deviations from the specified standards, or desires to use materials or equipment not covered by the specified standards, the Contractor shall apply for the consent of the DIMTS. The Contractor shall state the exact nature of the change, the reason for making the change and relevant specifications of the materials and equipment in the English language. The decision of the DIMTS in the matter of quality will be final.