



Delhi Integrated Multi Modal Transit System Ltd.

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

Construction of Cement Concrete Approach Road at Kanjhawala Depot of DTC, New Delhi

BID DOCUMENTS

VOLUME 1

PART 2: INSTRUCTION TO BIDDERS

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

INSTRUCTIONS TO BIDDERS (ITB)

1 GENERAL

1.1 INTRODUCTION

Delhi Integrated Multi Modal Transit System Limited (hereinafter called DIMTS/Employer) has been entrusted with the responsibility for Construction of Cement Concrete Approach Road at Kanjhawala Depot of DTC in New Delhi. DIMTS, on behalf of Transport Department, Govt. of NCT of Delhi, invites sealed bids from eligible competent Bidders with sound technical and financial capabilities and meeting the eligibility criteria under single stage two envelope bidding system for Construction of Cement Concrete Approach Road at Kanjhawala Depot of DTC in New Delhi (hereinafter referred to as the project).

The Bid documents consist of four volumes, along with their annexure, appendices, addenda and errata, if any, as described below:

Volume 1

- Part-1:- Invitation for Bid (IFB)**
- Part-2:- Instructions to Bidders (ITB)**
- Part-3:- General Conditions of Contract (GCC)**
- Part-4:- Special/Additional Conditions of Contract (SCC)**

Volume 2 Technical Specifications

Volume 3 Bill of Quantities (BOQ)

Volume 4 Bid Drawings

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) Time for commencement of work shall be 3 days from the date of issue of Notice to Commence the Work. Notice to Commence the Work will be issued anytime within 60 days from the issue of Letter of Acceptance to Contractor.
- (c) "Defects Liability Period" shall be 365 days from the date of completion as indicated in "Completion Certificate".
- (d) Time for completion shall be 2.5 (two and half) Calendar Months 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 this section.
- 2.2 Each Bidder shall submit only one Bid for the work. No joint venture/ consortium are 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 4 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 Asstt.General Manager (Projects), 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 Authorized 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

Form T-2: Structure & Organization

Form T-3: Annual Turnover

Form T-4: Solvency Certificate

Form T-5: Details of works/contracts of similar nature executed during last 5 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 to Volume 4 except Volume 3 (BOQ) with each page duly signed and stamped:

9.2 FINANCIAL BID

- 9.2.1 The financial bid, clearly labeled as “ FINANCIAL BID” will contain the following duly filled in:
 - i. Form of Bid and Appendix to Bid
 - ii. Bill of Quantities
- 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 DIMTS 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.
- 9.5 -deleted-

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 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.

In case of percentage rate above /below tenders, the tenderer shall clearly indicate the sign '+' or '-' while quoting the percentage in figures and shall write 'above' or 'below' or 'at par' in words. In case of any discrepancy, the percentage rate mentioned in the words shall be taken as final and binding.

In case the sign '+' or '-' while quoting the percentage in figures and 'above' or 'below' or 'at par' while quoting the percentage in words is not written then '+' or 'above' will be considered for evaluation.

In case no percentage is written, the quote shall be considered as 'at par' for evaluation.

- 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. issued by a Scheduled Commercial Bank based in India for the amount mentioned in Invitation for Bid (IFB). The Bid security shall remain valid for 30 days beyond the validity period of the Bid.
- 13.2 The Bid Security shall be submitted in a separate envelope super scribed "Bid Security for ---- (Name of Work as mentioned under Clause 1.1 of Instructions to Bidders) ".

- 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 DIMTS 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 **DELETED**

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.
- 16.2 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 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 "Technical Bid for the work " _____ [Name of Work, Contract No. _____]" 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"
- 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 bid for the work " _____ [Name of Work, Contract No. _____]" 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,
Asstt. General Manager (Projects)
Delhi Integrated Multi-Modal Transit System Limited
5th Floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi-110006

- b) Super scribed with the identification “Bid for the work “_____ [Name of Work, Contract No. _____]” and indicate the name and address of the Bidder.

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 DIMTS 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:
Asstt. General Manager (Projects), Delhi Integrated Multi Modal Transit System Ltd., 5th Floor, Maharana Pratap I.S.B.T., Kashmere Gate, Delhi-110006 up to the time & date as indicated in Invitation for Bid.

DIMTS may, at its discretion, extend the submission date for Bid.

Bids, as sealed above, shall be submitted in person to Asstt. General Manager (Projects), 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 not be accepted.

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 DIMTS 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 17.1 & 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 bid and the sealed financial bid and announce the names of (i) Bidders, (ii) Bidders who have submitted modification of technical/financial bids, 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 bid 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 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 conform 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, DIMTS 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 and fulfills evaluation and qualification criteria) 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.
- v) If rates & amount of an item not filled, it will be considered as zero and assumed will be incorporated in other item of work.

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 7 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 bidders, 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 7(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 upto a period of 60 days beyond the defect liability period or till final bill has been paid whichever is later.
- 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.

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3. EVALUATION CRITERIA

ANNEXURE-1

4. SCOPE OF WORK & SITE INFORMATION

ANNEXURE-2

FORM A

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(Refer Clause 35.0 of "Instructions to Bidders")

To,

The Delhi Integrated Multi-Modal Transit System Limited
1st 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 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 THEREOF 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.

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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 thereunder 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]¹.

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 _____

¹ Up to 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 B

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. , 1st 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)
 - (b) Instructions to Bidders (ITB)(Including Annexure)
 - (c) Special/Additional Conditions of Contract (SCC)
 - (d) General Conditions of Contract (GCC)
 - (e) Technical Specifications
 - (f) Bid Drawings
 - (h) Bill of Quantities
 - (i) Form of Bid 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

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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.

Nationality of Owners (*)	
Name	Nationality
1.	
2.	
3.	

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

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

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).	
	Organization/Place of registration No.	Registration No. & Date
7.	Names and Titles of Directors & Officers with designation to be concerned with this work.	

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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.	

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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	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 (Applicable only for limited companies and partnership firms).	

(*) 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	2007-08	2006-07
Turnover from Civil Construction work only					

Note:

1. The audited balance sheets for the last five 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 civil 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 that 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 Dy. General Manager (Engineering), Delhi Integrated Multi Modal Transit System, Delhi.

Details of Contracts of Similar Nature and Complexity Completed during the current financial year 2011-12 or last five years (years to be considered shall be 2010-11, 2009-10, 2008-09, 2007-08 & 2006-07)

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

14	Employer's certification regarding quality of work : Very Good/Good/Fair/Poor
15	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

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), total length/width/no. of lanes of Roads constructed, type of pavement layers, length of bridges(excluding approaches)/width/no. of lanes 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 November,2009

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 15 years overall experience and 5 years in similar type of works
2.	Planning Engineer / QA & QC	1	Graduate in Civil Engg. With minimum 5 years experience in similar type of works
3.	Site Engineer(Road / Highway)	1	Graduate/Diploma in Civil Engg. With minimum 3/8 years experience in similar type of works
4.	Electrical Engineer	1	Diploma in Electrical Engg. With minimum 5 years experience in similar type of works
5.	Safety, Health & Environment Officer	1	B.Sc. or B.E. With minimum 5 years experience in similar type of works

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.

S. No.	Type of equipment required for the work	Minimum No. of units of equipment required for the work
a.	JCB	As per requirement
b.	Tippers	As per requirement
c.	Concrete Mixers with hopper arrangement	1 no.
d.	Transit Mixer (6cu.m capacity)	4 (as & when required)
e.	Tractor-Trailers for carrying misc. items at site	As per requirement
f.	Tendom Roller	As per requirement
g.	Survey Instruments - Total station	1
h.	Survey instrument – Auto Levels	1
i.	Vaccum De-watering Pumps	1
j.	DG set (10 KVA or as per requirement)	1
k.	Concrete Vibrators with needles & Screed board	3
l.	Lab Testing equipments-fully equipped for site tests.	As per requirement
m.	Floating equipment	1

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/ arbitration awarded against him.Yes/No
(b) If yes, give details
- 2 (a) Has the Bidder been debarred/blacklisted by any Organization in India as on the date of application, except on account of reasons other than non-performance , such as rescinding of joint venture due to most experienced partner of joint venture pulling out, court directions leading to 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 IndiaYes/No
(b) If yes, give details
- 4 (a) Has the Bidder ever been declared bankrupt during the last 5 yearsYes/No
(b) If yes, give details, including present status
5. Has the Bidder been debarred by DIMTS, by DIMTS or any Government or Semi Government Organization as on the date of applicationYes/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 is/are submitting Bid for _____(Name of Work)
2. I/We, the undersigned, do hereby certify that all the statements as contained in the Bid and annexure 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 _____, 2011 at _____.

[Deponent]

*** To be given on Non-judicial stamp paper of Rs.10/- duly signed by authorized notary.**

ANNEXURE-1

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 during the last 7 years in the role of prime contractor or partner in joint venture.

1.1.2 Particular Construction Experience

1.1.2(a) 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 50% 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 2011-12 or last five years (years to be considered shall be 2010-11, 2009-10, 2008-09, 2007-08 & 2006-07) 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 work means Construction of new Major District Roads, Other District Roads or Urban Roads in Urban Areas, hard standing in runways of Concrete pavement. The work should involve construction of all type of pavement layers like sub-grade, Granular sub base, Dry lean Concrete & Concrete pavement 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), total length/width/no. of lanes of Roads constructed, type of pavement layers, length of bridges (excluding approaches)/width/no. of lanes etc. and other relevant information must be submitted. 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	1.00
2009-10	1.07
2008-09	1.14
2007-08	1.23
2006-07	1.32
2005-06	1.41

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 2010-11, 2009-10 & 2008-09) 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 construction works only, a certificate from Chartered Accountant certifying turnover from civil construction 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 Construction of Cement Concrete Approach Road at Kanjhawala Depot of DTC in New Delhi. Solvency Certificate from the Bankers shall be submitted as perform- 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.

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- any near relative posted in DIMTS / Transport Department 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 site is located in the National Capital Territory of Delhi. The location of the works and the general site particulars are shown in the Drawings enclosed in the Bid documents.

1.1.2 The proposed road is to be constructed from existing road head to the entry / exit gate situated in the Northern side boundary of existing DTC depot.

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 plain terrain.

1.2.2 The highest and lowest temperatures in general range from 45 degree Celsius to 5 degree Celsius.

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

1.2.4 The average annual rainfall in the area 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 the construction completion, testing and commissioning of all component of CC Approach road by the Contractor (including without limitation, the construction and removal of the Temporary Works) 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 silent items as generally described below:

Construction of 12 mtr wide Cement Concrete road pavement (Carriageway) along the Northern side boundary of DTC depot from existing road head to the entry/exit gate as shown in enclosed drawings. Major activities for the work mentioned are as follows:

- a) Earth work in excavation.
- b) Subgrade preparation.
- c) Providing & laying plain cement concrete 1:4:8 (1 Cement : 4 Coarse Sand : 8 graded stone 40 mm nominal size) over prepared subgrade.
- d) Providing and laying Cement Concrete pavement of M-30 grade ready mixed concrete" over already laid plain cement concrete as per the drawing and CPWD specification.
- e) Providing and laying bitumen hot sealing compound for expansion joints etc.
- f) Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar.
- g) Constructing brick masonry road gully chamber 50x45x60 cm with bricks of class designation 75 in cement mortar.
- h) Supplying installing testing & commissioning of 9mtr long dip galvanised steel octagonal pole.
- i) Any other item of work as may be required to be carried out for completing the road works in all respects in accordance with the provisions of the Contract.

2.1B Other Works – General

- a) During the period of the Contract, the Right of Way and all existing roads shall be kept open for traffic and maintained in a safe and usable condition. Residents along and adjacent to the Works are to be provided with safe convenient access to their properties at all times. Traffic control and traffic diversions shall be used as necessary to protect the Works and maintain them as directed by the Engineer and provided in the Contract.
- b) Electrical Works including but not limited to light fixtures, cabling, earthing and connection with main electrical supply system;
- c) Providing 1 Nos. vehicle full time during contract period (Tata Indica or equivalent- Air conditioned, 2009 or later model) with full time driver for DIMTS and its representatives for supervision of works including fuel & maintenance of vehicle and ceiling limit of 2500 Km per month per vehicle. In case of breakdown or during maintenance of vehicle, alternate vehicle shall be provided (This shall be considered incidental to work and nothing extra shall be paid to contractor in this regard). In case of non provision of vehicles by the Contractor as said above, Engineer shall arrange the same on his own, at the risk and cost of Contractor.

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

- a. All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed;

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- b. 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;
- c. 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 sweep age. Nothing extra shall be payable on this account;
- d. Day to day cleaning of worksite throughout the execution period.
- e. Clearing of site and handing over of all the Works, as specified or as directed;
- f. Rectification of the defects in the completed works during the Defects Liability Period;
- g. Submission of completion (i.e. 'As-Built') drawings and other related documents as specified;
- h. The scope of work includes working under all conditions at site, moisture, water, weather etc., diversion/pumping/bailing out of water, if required.
- i. In terms of the provisions of the relevant conditions/provisions 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.
- j. Identification of utilities & liaison with other government departments regarding shifting of utilities & other matters, whenever required.
- k. Underpinning and protection of existing buildings and structures wherever required.
- l. Disposal of surplus earth, malba, unserviceable material to the nearest sanitary landfill site.
- m. Provision of site laboratory for testing of materials
- n. Strict compliance with all provisions and conditions contained in the Bid documents and other statutory provisions regarding environmental protection, safety & health.
- o. Compliance with all applicable labour laws/rules.
- p. 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. Works to be performed 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 standards and orders that may be issued by the Engineer 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

- 2.3 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.

2.4 **Traffic Management/Traffic Safety/Work Area Safety:**

The Contractor shall carry out the Works so as to minimize disruption to road users and pedestrian traffic. The Contractor shall prepare his traffic management plan based on his proposed construction methodology in co-ordination with DIMTS and in conjunction with Delhi Traffic Police. He shall comply strictly with the approved plan during construction of his works. Proper safety of road users/existing property/structural stability of existing structures and other safety measures has to be adopted during construction.

- 2.5 The site of work being in an urban area with developments all along the alignment, it may not be possible to start/execute the work in full width at a time. The sequence of construction activities shall be planned by Contractor in such a way as to allow safe & reasonably unhindered movement of existing road traffic in the area and to complete the construction activities within the time frame as stipulated in contract. Accordingly, the construction of half carriageway has to be planned in such a phased manner so as to comply with the traffic management/diversion plans. Contractor shall have no claim whatsoever for the construction to be taken up in the phased manner in order to meet these requirements.