

## INSTRUCTIONS TO BIDDERS

### A

#### 1 General

- 1.1 Name of the Work: As indicated in 'Appendix to Terms and Conditions'.
- 1.2 A bidder in the capacity of Individual or Sole Proprietor, Partnership firm or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorised signatory.
- 1.3 The work is proposed to be executed under the following relationship.
- a) Employer : Delhi Integrated Multi-Modal Transit System Limited address as given in 'Appendix to Terms and Conditions'.
- b) Contractor : The successful bidder to whom the Consultancy service will be awarded.
- 1.4 Throughout these bidding documents, the terms "quotation"; "bid" and "tender" and their derivatives ("bidder"/ "tenderer"), "bid/tendered", "bidding"/"tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.
- 1.5 Scope of Work: As indicated in 'Appendix to this Bid document. The scope given above is only indicative. The detailed scope has been described in the Term of reference Document for BIM work as **Appendix-A**.
- 1.6 Estimated cost of the work is as indicated in the 'Appendix to Terms and Conditions.'
- 1.7 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.
- 1.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

#### 2 Cost of Bidding

- 2.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

**B. The Bidding Documents****3 Content of bidding documents**

3.1 The bidding documents include the following:

Notice Inviting Quotations  
Instructions to Bidders

3.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

**4 Understanding and Amendment of Tender Documents**

4.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

4.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied itself with all the conditions prevailing including any difficulties for executing the work.

4.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Addendum/Corrigendum, which shall be part of the Tender documents. Such an amendment will be posted on DIMTS website. The tenderers have to keep a vigil on the DIMTS website for the same & they shall have no claim whatsoever for any ignorance in such case.

4.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

**C. Preparation of the Bids****5 Language of Bid**

5.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

## **6 Signing of All Bid papers and Completing Bill of Quantities**

- 6.1 All the pages of the tender documents, drawings, terms & conditions and Bill of Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.
- 6.2 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 unit rate mentioned in the words shall be taken as final and binding.
- 6.3 The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate for any BOQ item(s), then the total price offer shall be deemed to be inclusive of all such item(s).

## **7 Deviations**

- 7.1 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in the original tender documents. Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

## **8 Transfer of tender documents**

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

## **9 Earnest Money**

- 9.1 The tenderer must furnish the Earnest Money as indicated in 'Appendix to Terms and Conditions' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money shall remain valid for 30 days beyond the validity period of the bid. The Earnest Money may be in any one of the following forms:
- a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of DIMTS Limited payable at a place as given in Appendix to Terms and Conditions.
  - b) Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favor of DIMTS Limited.

No interest shall be allowed on Earnest Money Deposit in case the same is deposited in the form of Pay order/Demand draft.

- 9.2 Forfeiture of Earnest Money:

- 9.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the “Appendix to Terms and Conditions” or extended validity period as agreed to in writing by the tenderer.
- 9.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to;
- i) sign the Contract Agreement in accordance with the terms of the tender, or
  - ii) furnish Performance Guarantee in accordance with the terms of the tender, or
  - iii) commence the work within the time period stipulated in the tender.
- 9.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.
- 9.3 Return of Earnest Money:
- 9.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.
- 9.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:-
- i) If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR), the FDR shall be returned after deduction of an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
  - ii) If the Earnest Money Deposit (EMD) is in the form of Demand Draft/Pay Order, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

## **10 Period of validity of the quotation /tender**

- 10.1 The quotation / tender shall remain valid for the period indicated in “Appendix to Terms and Conditions” after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 10.2 Notwithstanding the above clause, Employer may solicit the tenderers’ consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

## **D. Submission of Quotations/Bids**

### **11 Deadline for submission of Quotations/ tender**

- 11.1 The quotation /tender duly filled must be received by Employer at the address specified not later than the date and time mentioned in the “Notice Inviting Quotation”.
- 11.2 A quotation received later than the deadline prescribed for submission of

quotation by Employer is liable to be rejected.

- 11.3 Quotation brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed quotations and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.
- 11.4 Any quotation received after opening of the quotation shall be rejected and returned unopened to the tenderer.

**12 Withdrawal of Quotations/ tender - Deleted**

- 13** Submission of a quotations by a tenderer implies that he had read all the bid documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

**14 Sealing and marking of tenders**

- 14.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in Para 3.1 and the following:
- a) Forwarding letter of the tenderer (Form of Quotation).
  - b) Documents as per technical data, Financial data and checklist enclosed.
  - c) Earnest Money Deposit.-
  - d) The Bill of Quantities with prices quoted.

- 14.2 Completed bid documents shall be sealed in an envelope super- scribed with the name of the work as indicated in “Appendix to Terms and Conditions”.

In addition to the above, the envelope shall also contain the name and address of the tenderer to enable tender to be returned unopened if so required.

**E. Bid opening and Evaluation**

**15 Opening of the Quotation**

- 15.1 Quotations/Tenders will be opened at the address mentioned in “Notice Inviting Quotation” in presence of tenderers or authorised representatives of tenderers who wish to attend the opening of tenders.
- 15.2 Tenderers or their authorised representatives who are present shall sign register in evidence of their attendance.
- 15.3 Tenderer’s name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

**16 Clarification of the tenders**

- 16.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

**17 Preliminary examination of bids**

- 17.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 17.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one;
- i) that affects in any substantial way the scope, quality or performance of the contract.
  - ii) that limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
  - iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 17.4 If a bid is not substantially responsive, it shall be rejected by the Employer.
- 17.5 In case of quotations/tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the quotation/tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

**18 Evaluation and comparison of Quotations**

18.1 The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items failing which his quotation is liable to be rejected.

18.2 The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

**19 Canvassing**

19.1 No tenderer is permitted to canvass to Employer on any matter relating to this quotation/tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

**20 Right to accept any tender or reject all Quotations**

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any quotation/tender or to annul and reject all quotations/tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

**22 Award of Contract**

22.1 Employer/Engineer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

22.2 Letter of Acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

## **TECHNICAL & FINANCIAL DATA**

### **1. Technical Data**

- 1.1 (a) The tenderer should submit the experience of having successfully completed similar works during the last 5 years (ending last day of the month previous to the one in which tenders are invited).  
(b) 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 works put to tender

or

Two works of similar nature costing at least 60% of the estimated cost of works put to tender

or

Minimum Average Annual Construction Turnover of the Bidder shall be Indian Rupees (INR) 60% of the cost of work put to tender in the last three financial years, ending on 31st March 2021 preceding the Submission Date of quotation

Similar work means interior decoration works for office / commercial / hotel buildings.

- 1.2 For similar work experience, the certificate of satisfactory completion from Employer shall be submitted 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.
- 1.3 The works may have been executed by the Tenderer 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, weightage towards experience in the project would be given to JV partners in proportion to their participation in the Joint Venture.

### **2 Financial data**

- 2.1 The audited balance sheets for the last Four years (2017-18, 2018-19, 2019-20 & 2020-21) 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.

**Tenderer(s) may please note that their offers will be evaluated as per the credentials/documents attached by the tenderer(s) along with the tender. Joint Venture/ consortium is not allowed.**



**CHECK LIST FOR  
LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER**

1. Partnership deed/Memorandum and Articles of Association of the firm.
2. Original Power of Attorney of the person signing the tender documents.
3. **Goods Service Tax** Registration Certificate and other Tax Registration Certificate, (as applicable).
4. Registration under Labour Laws.
5. Evaluation Proforma–1 General Information
6. Evaluation Proforma–2 Structure & Organisation
7. Evaluation Proforma–3 Annual Turnover For The Last Three Years
8. Evaluation Proforma–4 Details of The Similar Works Completed In Last Five Years
9. Evaluation Proforma–5 Details of On Going Works
10. Evaluation Proforma–6 Details of Engineers and Technical Staff
11. Evaluation Proforma–7 Undertaking – Personnel to be deployed
12. Evaluation Proforma–8 Affidavit