

DELHI METRO RAIL CORPORATION LTD.

Contract No: - AMCC-01

Contract: AMCC-01: Part design and construction of elevated viaduct (chainage km 6.577 to km 12.689), depot connection and six elevated stations viz., Nidamanuru, Enikepadu, Ramakrishna Weigh Bridge, Prasadam Padu, Ramavarapadu Ring and Gunadala including design and construction of PEB roof and entry / exit structures of the stations of Pandit Nehru Bus Stand - Nidamanuru Corridor of Vijayawada Metro Project.

SUMMARY SHEET (ADDENDUM NO-1)

Sr. No	Tender Document	Page No.	Clause No/ Item No.	Addendum / Corrigendum	Remarks
1	Volume-1, NIT	1	1.1.3.1 vi.	Clause modified	Page 2 is replaced with page 2R
2	Volume-1, NIT	1	1.1.3.1 viii.	A Clause is newly added under S. No. 1.1.3.1 viii	Page 3 is replaced with page 3R
3	Volume-1, NIT	1	1.1.3.1 viii.	Existing Clause under S. No. 1.1.3.1 viii is given new S. No. as 1.1.3.1 ix	Page 3 is replaced with page 3R
4	Volume-1, FOT	1	1	Clause modified	Page 1 is replaced with page 1R
5	Volume-1, FOT	25	Appenix-20	Appenix-20 modified	Page 25 is replaced with page 25R
6	Volume-1, FOT	28	Appendix-23	Appendix-23 to FOT newly added	New page serial no. 28 added. It shall be placed after existing Srl. Page No. 27

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<ul style="list-style-type: none"> • Authority for purchase of tender documents, seeking clarifications and submission of completed tender documents • Place of pre-bid meeting 	<p>Executive Director/Contracts, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001</p>
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1.1.1 QUALIFICATION CRITERIA :

1.1.1.1 Eligible Applicants :

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- ii. (a) A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 with minimum 26% participation.
 - (b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv. A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium. However, the lead partner in case of JV shall be one who has experience of viaduct/bridge/flyover.
- v. Any Central / State government department / public sector undertaking / other government entity or local body must not have banned business with the tenderer (any member in case of JV) as on the date of tender submission. Also no contract of the tenderer should have been rescinded / terminated by DMRC after award during last 5 years due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
- vi. Tenderer (any member in case of JV/consortium) must not have **been imposed** paid liquidated damages of 10% (or more) of the contract value in a contract due to delay or penalty of 10% (or more) of the contract value due to any other reason during last five years. The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.

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vii. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The tenderer should submit undertaking to this effect in **Appendix-21** of Form of Tender.

viii. Tenderers (any member in case of JV/consortium) who have obtained debt restructuring in immediately preceding 03 years or currently in the process of corporate debt restructuring or have applied for it as on date are not eligible. The tenderer should submit an undertaking to this effect in Appendix-23 of Form of Tender duly supported with a certificate to this effect from the statutory auditors of the bidder.

ix. LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/ CONSORTIUM

a. Lead partner must have a minimum of 26% participation in the JV/Consortium.

b. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.

c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement / MOU submitted vide foot note (d) of **Appendix 6** of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive / non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement / MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.

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

1.1.1.2 Minimum Eligibility Criteria:

A. Work Experience: The tenderers will be qualified only if they have completed work(s) during last seven years ending **30.11.2015** as given below:

(i) At least one “**similar work**” * of value **INR 285.60 crore** or more.

OR

(ii) At least two “**similar works**” * each of value **INR 178.50 crore** or more.

OR

(iii) At least three “**similar works**” * each of value **INR 142.80 crore** or more.

• If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of the JV/Consortium and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed works of value **INR 142.80 crore or more** outside the country of the foreign partner.

• ***The “similar work” for this contract shall be “Construction of Viaduct (which may include station along with viaduct)/ Bridge/ Flyover (excluding approaches & embankments) having a pre-stressed concrete superstructure.**

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FORM OF TENDER (FOT)

Date:

To: **Executive Director /Contracts**
Delhi Metro Rail Corporation
'A'-Wing, 5th Floor, Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,
New Delhi –110 001

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CONTRACT PACKAGE AMCC-01

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Tender Drawings and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the DMRC in respect of above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, **22 and 23** hereto, we hereby (jointly and severally)* offer to construct and complete the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the above documents within the **completion period of 24 months** (from the date of commencement) for the sum stated in the Bill of Quantities (Volume 6 of Tender Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally)*:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the DMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

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FORM OF TENDER- Appendix- 20
(Undertaking as per clause 1.1.3.1 vi of NIT)

(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)

We do hereby undertake that we have not been imposed liquidated damages of 10% (or more) of the contract value in a contract due to delay or penalty of 10% (or more) of the contract value due to any other reason during last five years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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

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FORM OF TENDER- Appendix- 23
(Undertaking as per clause 1.1.3.1 viii of NIT)

(UNDERTAKING FOR NOT BEING IN THE PROCESS OF DEBT RESTRUCTURING)

We do hereby undertake that we have not obtained debt restructuring in immediately preceding 03 years or currently in the process of corporate debt restructuring or have applied for it as on date. A certificate to this effect from our statutory auditors is enclosed herewith.

Enclosures: As above.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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