



**DELHI METRO RAIL CORPORATION LIMITED**

**Construction of boundary walls, storm water drains, footpaths, and  
Bituminous road work along the DMRC viaduct and stations from  
Modi Mill flyover to Jamia Nagar of Line-8 of DMRC Phase-III project**

**CONTRACT NO: CPM/7/22**

**TENDER DOCUMENTS**

**VOLUME 1**

**NOTICE INVITING TENDER (NIT)  
INSTRUCTIONS TO TENDERERS(ITT)  
FORM OF TENDER (FOT)**

**DELHI METRO RAIL CORPORATION LTD.**

**Office of Chief Project Manager-7,Opp.Frank Anthony Public School Lala Lajpat Rai Marg,  
Lajpat Nagar-IV, New Delhi-110024**

## **NOTICE INVITING TENDER (NIT)**

### **(e-Tender)**

#### **1.1 GENERAL**

##### **1.1.1 Name of Work:**

Delhi Metro Rail Corporation (DMRC) Ltd. invites Limited e-Tenders from shortlisted contractors, for the work Contract :- CPM/7/22: **“Construction of boundary walls, storm water drains, footpaths, and bituminous road work along the DMRC viaduct and stations from Modi Mill flyover to Jamia Nagar of Line-8 of DMRC Phase-III project”**.

The brief scope of the work is provided in Clause 2.0 of NIT.

##### **1.1.2 Key details :**

Approximate cost of work	INR 4.50 Crores
Tender Security amount	Amount of Tender security INR 4.50 Lakhs  Validity of Tender Security – 21.12.2016 Tender Security (in original) as per clause C18 of ITT shall be accepted only up to 1500 hrs on 26.04.2016 in the office of Chief Project Manager-7 at the address given hereinafter.
Completion period of the Work	06 (six) months
Tender documents on sale	From 07.04.2016 to 26.04.2016 (up to 1100 hrs) on e-tendering website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a>  Tender document can only be obtained online after registration of tenderer on the website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a> . For further information in this regard bidders are advised to contact on 011-49424307, 011-49424365 or 011-26229001-3
Cost of Tender documents	INR 21,000/- (inclusive of 5% DVAT) Non-Refundable (Demand Draft /Banker's cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi.)  Cost of tender documents i.e, D.D. / Banker's cheque, in original, shall be accepted only upto 1500 hrs on 18.04.2016 in the office of Chief Project Manager-7 at below mentioned address.
Pre-bid Meeting	13.04.2016 at 1100 hrs
Last date of Seeking Clarification	16.04.2016
Last date of issuing addendum	19.04.2016
Date & Time of online Submission of Tender	26.04.2016 up to 1500 hrs
Date & Time of online opening of Tender	26.04.2016 at 1505 hrs

<ul style="list-style-type: none"><li>• Authority to purchase tender document, seeking clarifications and submission of completed tender document</li><li>• Place for pre-bid meeting</li></ul>	<b>Chief Project Manager-7,</b> Delhi Metro Rail Corporation, Opp.Frank Anthony Public School Lala Lajpat Rai Marg,Lajpat Nagar-IV, New Delhi-110024 Fax no. : - 26229004
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### 1.1.3 QUALIFICATION CRITERIA :

#### 1.1.3.1 Eligible Applicants :

- The tenders for this contract will be considered only from shortlisted contractors.

#### 1.1.3.2 Minimum Eligibility Criteria:

**A. Work Experience:** The tenderers will be qualified only if they have completed work(s) during last seven years ending **31.03.2016** as given below:

(i) At least one work of civil construction of value **INR 3.60 crores or more** comprising bituminous road work of **INR 2.68 Crores**

OR

(ii) At least two works of civil construction each of value **INR 2.25 crores or more** of which each work should be comprising bituminous road work of **INR 1.68 Crores** or more

OR

(iii) At least three works of civil construction each of **value INR 1.8 crores or more** of which each work should be comprising bituminous road work of **INR 1.34 Crores** or more

#### Notes :

- The tenderer shall submit details of works executed by them in the Performa of **Appendix-17 of FOT** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted.
- Value of successfully completed portion of any ongoing work up to **31.03.2016** will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to **31.03.2016 price** level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- The client's certificate clearly indicating the amount pertaining to the works of "Bituminous Road Work" shall be furnished by the tenderer along with their submission.

**B. Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below:

- (i) **T1 –Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **INR 1.28 Crores** for this contract, net of applicant's commitments for other Contracts. Banking reference (as per proforma given in **Annexure-8 of ITT**) should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to DMRC and it should not be more than 3 months old as on date of submission of bids.

In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation = M and member-2 has percentage participation = N. If minimum liquidity required is 'W', then liquidity of

$$\text{member-1 } \frac{W M}{100} \text{ and liquidity of member-2 } \frac{W N}{100}$$

- (ii) **T2 - Profitability:** Profit before Tax should be **Positive in at least 2 (two) years**, out of the last five audited financial years.

In Case of JV: - The profitability of only lead member shall be evaluated.

- (iii) **T3 - Net Worth:** Net Worth of tenderer during last audited financial year should be  $\geq$  **INR 1.80 Crores**.

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

Example: Let Member-1 has percentage participation = M and Member-2 has = N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be

$$= \frac{AM+BN}{100}$$

- (iv) **T4 - Annual Turnover:** The average annual turnover from construction of last five financial years should be  $\geq$  **INR 7.20 crores**.

The average annual turnover of JV will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be:

$$= \frac{AM+BN}{100}$$

**Notes:**

- Financial data for latest last five audited financial years has to be submitted by the tenderer in

**Appendix-18 of FOT** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

#### 1.1.3.3 Bid Capacity Criteria :

**Bid Capacity:** The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

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

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to **31.03.2016** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of the work

B = Value of existing commitments (**as on 31.03.2016**) for on-going construction works during period of **06 months w.e.f. 01.04.2016**.

#### Notes:

- Financial data for latest last five financial years has to be submitted by the tenderer in **Appendix-15 of FOT** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.
- Value of existing commitments for on-going construction works during period of **06 months w.e.f. 01.04.2016** has to be submitted by the tenderer in **Appendix-16 of FOT**. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.

**1.1.3.4** The tender submission of tenderers, who do not satisfy the eligibility criteria stipulated in the clauses 1.1.3.2 and 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clauses 1.1.3.2 and 1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

#### 1.1.4 TENDER DOCUMENTS

The Tender documents consist of:

##### **Volume 1**

Notice Inviting Tender

Instructions to Tenderers (including Annexures)

Form of Tender (including Appendices)

**Volume 2**

Special Conditions of Contract (including Schedules)

General Conditions of Contract

Condition of Contract on Safety, Health & Environment (SHE) Ver 1.2

**Volume 3**

Technical Specifications

**Volume-4**

Bill of Quantities

- 1.1.5** The contract shall be governed by the documents listed in Para 1.1.4 above along with latest edition of CPWD Specifications, IRS Specifications & MORTH Specifications. These may be purchased from the market.
- 1.1.6** The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Chief Project Manager-7, Delhi Metro Rail Corporation, Opp. Frank Anthony Public School Lala Lajpat Rai Marg, Lajpat Nagar-IV, New Delhi-110024 Fax no.: - 26229004.
- 1.1.7** All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause **E 4.0** of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.8** The intending tenderers must be registered on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.1.9** The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **class-III** digital signature. The tender document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory.
- 1.1.10** Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated in the tender document.
- 1.1.11** Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 1.1.12** Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tender and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per **clause C18 of ITT**.
- 1.1.13** DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

**Chief Project Manager-7  
Delhi Metro Rail Corporation Ltd.**

## **2.0 Scope of Work**

The Scope of Work is “Construction of boundary walls, storm water drains, footpaths, and bituminous road work along the DMRC viaduct and stations from Modi Mill flyover to Jamia Nagar of Line-8 of DMRC Phase-III project.”

The brief scope of work is mentioned in DSR/BOQ and as per site requirement. The work under this contract shall consist of, but not limited to, all materials, labours, equipment's, tools plants and necessary machinery as required to completely execute the works. The work shall inter-alia include the following:-

- a. Construction of boundary walls with bricks/concrete as per requirement
- b. Construction of open drains with brick work or construction of RCC pipe drains as per approved drawings and direction of engineer -in charge.
- c. Construction of footpaths and medians with RCC paver blocks and kerb stones as per approved drawings and specifications.
- d. Relaying of existing bituminous roads with required thickness of dense bituminous macadam and dense bituminous concrete as per BOQ item and direction of engineer-in charge to make the road surface smooth and level. If any profile correction of the road is required to maintain the cross and longitudinal slope it is to be done by scrapping/dismantling the road surface before relaying.
- e. Demolition of existing structures, roads, utilities and other services required for the execution of work, diversion of utilities and/or support of utilities.
- f. Taking levels of the road before and after doing the bituminous work
- g. Traffic management during construction of roads by deploying adequate traffic Marshalls, putting barriers, traffic cones, signages and cautions etc in liason with the traffic police.
- h. Cleaning of the roads and work areas
- i. After completion of the work the handing over of the road along with drains and footpath to road owning agency PWD will be the responsibility of the contractor.

The scope includes all others requirements stipulated in various parts/volumes of the contract document including appendices and annexure. Entire scope of work shall be included in BOQ price.

## **2.1 Material**

### **2.1.1 Quality**

All materials used in the works shall be of the quality of their respective kinds as specified in Technical specifications/CPWD specifications, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed in the Technical Specifications/Codes of Practice.

## **2.2 Sampling and Testing**

The contractor shall provide and maintain minimum equipments and apparatus required for field testing of the materials/works as per relevant IS codes, specifications, methodology of the works in the contract scope.

In addition to Test certificates, samples of all materials proposed to be employed in permanent works shall be submitted to the Engineer when called for. In such cases, materials will not be brought to the site

without prior approval of the Engineer. Samples provided to the Engineer are to be labeled in boxes suitable for storage. Materials or workmanship, not corresponding in character and quality with approved samples, will be rejected by the Engineer. Samples required for approval and testing must be supplied at least 45 days in advance to allow for testing and approval. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works. The contractor will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer.

### **2.3 Rejection**

Any materials that have been found not to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost within 15 days.

### **2.4 Workmanship**

All works shall be true to level, plumb and square and the corner, edges and arises in all cases shall be unbroken and neat and shall be as per provisions in the relevant Technical Specifications / Standard Codes of Practices. Contractor shall also submit Quality Assurance Programme and Methods Statements of works to be done within 15 days of acceptance of tender before the start of work for approval of Engineer-in-Charge.

### **2.5 Safety Health and Environmental Requirements**

All provisions and conditions contained in the conditions of contract on Safety, Health & Environment, Volume-2 shall be strictly complied with.

### **2.6 Traffic management**

The Contractor shall carry out the Works so as to minimise disruption to road and pedestrian traffic. The Contractor shall prepare his traffic management plan based on his proposed construction methodology in co-ordination with Engineer and in conjunction with Delhi Traffic Police. He shall comply strictly with the approved plan during construction of his works.

### **2.7 Security of the Site**

The Contractor shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project. If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity. All lights provided by the Contractor shall be so placed or screened as not to interfere with signs, signals or lights. The Contractor shall not in any way obscure or affect signs, signals or lights, in use by any relevant authority. In the event that the Contractor does so, the Contractor shall pay all costs associated with the re-setting, re-instating or provision of alternatives for any sign, signal or light, obscured or affected.