

Contract CT- 34: “Installation, Testing & commissioning of Ballastless Track on elevated and underground section of Dwarka – Najafgarh including Najafgarh Depot and Ramp to Bahadurgarh Depot (Line – 5) of Standard Gauge Corridor of Delhi MRTS Project of Phase-III”

ADDENDUM No.1					
(SUMMARY SHEET)					
Modifications to Tender Documents					
S. No.	Document	Clause No. /Page No.	In place of	Please read as	Remarks
1	NIT	1.1.2	Page 1 & 2	Page 1R & 2R	Key Dates Extended
2	NIT	1.1.3.2 (A1) Work Experience	Page 4	Page 4R	Similar work Criteria definition modified.
3	ITT	C18.1.3	Page 13	Page 13R	Clause Modified
4	ITT	Annexure 9	-	-	Annexure 9 has added in ITT

NOTICE INVITING TENDER (NIT)
(e-Tender)

1.1 GENERAL

1.1.1 Name of Work:

Delhi Metro Rail Corporation (DMRC) Ltd. invites Open e-Tenders on International Competitive Basis (ICB) basis from eligible applicants from all countries and all areas, who fulfill qualification criteria as stipulated in clause 1.1.3 of NIT, for the work, **Contract-CT-34** – “ Installation, Testing & commissioning of Ballastless Track on elevated and underground section of Dwarka – Najafgarh including Najafgarh Depot and Ramp to Bahadurgarh Depot (Line – 5) of Standard Gauge Corridor of Delhi MRTS Project of Phase-III”. The scope of the work and site information is provided in Clause A1 of ITT and in the Employer’s Requirement (Volume–3). The present Tender is for Elevated /Underground section of left over works of Contract CT-11 Standard Gauge Corridor of Delhi MRTS Project of Phase-III.

1.1.2 Key details:

Approximate cost of work	INR 10.23 crore
Tender Security	INR 10.23 lakhs Validity of Tender Security in case of BG & FDR: 16.04.2019 Tender Security in case of BG, FDR, Demand Draft, Banker’s Cheque (in original) as per clause C18 of ITT shall be accepted only up to 1500 hrs on 20.08.2018 10.09.2018 in the office of Chief General Manager/Contracts at the address mentioned hereinafter. In case of RTGS/NEFT & IMPS transactions, bidders shall require to upload the scanned copies of transaction of payment (clearly indicating tender number i.e. CT-34 in the remarks or description column) of tender security / EMD at the time of online bid submission. The detail of bank account of DMRC is mentioned below this table.
Completion period of the Work	12 (Twelve) months
Tender documents on sale	From 20.07.2018 to 20.08.2018 10.09.2018 (up to 1500 hrs) on e-tendering website portal https://eprocure.gov.in/eprocure/app Tender document can only be obtained online after registration of tenderer on the website www.eprocure.gov.in/eprocure/app . For further information in this regard bidders are advised to contact on 011-49424307, 011-49424365 or 011-23417910, 011-23415838.
Cost of Tender documents	INR 23,600/- (inclusive of 18% GST) Non-Refundable (Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC is mentioned below this table. The bidders are required to upload scanned copies of transaction of payment (clearly indicating tender number i.e. CT-34 in the remarks or description column) of tender document cost/ tender fee at the time of online bid submission)
Last date of Seeking Clarifications	30.07.2018 upto 1700 Hrs Queries/clarifications from bidders after due date and time shall not be acknowledged.

Pre-bid Meeting	01.08.2018 at 1100 hrs.
Last date of issuing addendum	08.08.2018 21.08.2018
Date & time of Submission of Tender online	Tender submission start date: 11.08.2018 (0900 hrs) Tender submission end date: 20.08.2018 10.09.2018 (1500 hrs)
Date & time of opening of Tender online	21.08.2018 11.09.2018 at 1500 hrs.
<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 	Chief General Manager/Contracts, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001

To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
ICICI Bank	9A, Phelps Building, Connaught Place, New Delhi -110001	DMRC Ltd. Tender Cell A/C, 000705045337	Current	ICIC0000007

1.1.3 QUALIFICATION CRITERIA :

1.1.3.1 Eligible Applicants

- i) A Tenderer may be from any country and all areas either a single entity or any combination of entities in the form of a joint venture (JV), association (JVA) or a consortium under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV/Consortium or association:
 - (a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and
 - (b) The JV / Consortium / Association shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/ Consortium / Association during the tendering process and, in the event the JV / Consortium / Association is awarded the Contract, during contract execution.
- ii) (a) A Tenderer, and all partners constituting the Tenderer, shall be from any country and all areas.
 - (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/Consortium. 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/Consortium/Association 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 or 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 organizations 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.

- 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.

1.1.3.2 Minimum Eligibility Criteria :

A1. Work Experience:

The tenderers will be qualified only if they have successfully completed work(s)**, completion date(s) of which falling during last seven years ending last day of the month previous to the month of tender submission as given below:

- (i) At least one “similar work”** of value of INR 8.18 crore or more
OR
- (ii) Two “similar works”** each of value of INR 5.12 crore or more
OR
- (iii) Three “similar works”** each of value of INR 4.09 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 JV 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 (which need not to be similar in nature) of total minimum value INR 4.09 crore or more outside the country of the foreign partner.
 - “Similar work” for this contract shall be the work of installation of ballastless track work on MRTS or main line of passengers Railway system including high speed routes/~~Prestressed Bridge work/RCC work in viaduct & Bridges/Flyover etc.~~
 - **Value of successfully completed portion of any ongoing work up to last day of the month previous to the month of tender submission **which is comes under “Similar Work” experience** will also be considered for qualification of work experience criteria. ~~In case of on-going works of viaduct / bridge / flyover, tenderer shall submit certificate issued by competent authority certifying substantial completion that includes substructure as well as superstructure of viaduct.~~
 - ~~In addition, the bidder shall have a past experience of installation of ballastless track length equal to 2.00 km on MRTS or main lines of passenger Railway System including High speed rail in last 7 years ending on the last day of the previous month of tender submission. This experience may be from single work, a sum of experience of ballastless track on multiple works and can be different partners of the bidder in case of JV/consortium. In case of double/multiple line, each line will be counted separately.~~
 - Please note that the experience on ballastless tracks on a system having design axle load less than 12 Tons, or portion of work having design speed less than 70 kmph or tramways shall not be considered. Components of ballastless track works in sidings, spurs and other non-passenger portions shall also not be considered.

- a) In case of RTGS/NEFT & IMPS transactions, bidders will be required to upload the scanned copies of transaction of payment of tender security / EMD at the time of online bid submission. No copies of transaction of payment are required to be sent to the office of Chief General Manager/Contracts. The detail of Bank account of DMRC to facilitate the payment is mentioned at C18.1.4 below.
- b) In case of submission of tender security/EMD in one of the following forms, “Original” is to be submitted in the office of Chief General Manager/Contracts within due date and time of submission as mentioned in clause 1.1.2 of NIT.
- (i) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Annexure-6 to Instruction to Tenderers (ITT).
 - (ii) Demand Draft / Pay Order / Bank Draft in favour of “Delhi Metro Rail Corporation Ltd.” payable at New Delhi from a Scheduled Commercial bank based in India,
 - (ii) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of “Delhi Metro Rail Corporation Ltd.”

The Tender Security shall remain valid up to the date specified under the Clause 1.1.2 (key details) of NIT.

Any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.

In case of JV/Consortium the bid security shall be **either** in the name of JV/Consortium **or in the name of any of the constituent substantial member** and not the individual member(s). However, there may be more than one BGs but all must be in the name of the JV/Consortium **or in the name of any of the constituent substantial member**. **In case the Bank Guarantee/FDR is submitted in the name of any of the constituent substantial member then, the bidder shall also submit undertaking as per Annexure-14 of ITT.**

C18.1.4 To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

Name of Bank	Bank’s Address	Account Name &No.	Account Type	IFSC code
ICICI Bank	9A, Phelps Building, Connaught Place, New Delhi - 110001	DMRC Ltd. Tender Cell A/C, 000705045337	Current	ICIC0000007

Offers submitted without the Tender Security or with invalid Tender Security shall be rejected outright.

No clarification shall be sought from the bidders regarding Tender Security.

- C18.2 If an acceptable Tender Security is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security.
- C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.
- C18.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) to the successful tenderer or finalization of tender.
- C18.5 The Tender Security shall be forfeited:
- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or

INSTRUCTIONS TO TENDERERS

Annexure-9

UNDERTAKING FOR (IN RESPECT OF) TENDER SECURITY

(Refer Clause C18 of ITT)

We, _____ (Legal Name of JV/Consortium) hereby confirm that Tender Security submitted in the form of FDR/ Bank Guarantee (tick whichever is applicable) for the Contract _____ (Contract No.) in the name of _____ (name of the substantial member of JV/Consortium on whose name Tender Security is submitted) is on behalf of _____ (Legal Name of the JV/Consortium).

We also undertake that in the event of encashment/forfeiture of Tender Security by the Employer in terms of tender provisions, none of the constituent members of _____ (Legal Name of JV/Consortium) will have any objection for the same.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY(IES)

Note:

- 1. The undertaking is to be submitted in case the tender security (in form of FDR/Bank Guarantee) is submitted in the name of JV/Consortium members.**
- 2. JV/Consortium Member on whose name the tender security is submitted shall be substantial member.**