



**CONTRACT NO: JP/EW/1A/AUDITORIUM**

**CIVIL & INTERIOR AND ACOUSTICAL TREATMENT FOR AUDITORIUM AT  
MANSAROVER DEPOT OF PHASE 1A OF JAIPUR METRO PROJECT, JAIPUR**

**Notice Inviting Tender (NIT)**

**DELHI METRO RAIL CORPORATION LTD.**

**5th FLOOR, C-WING, METRO BHAWAN,  
FIRE BRIGADE LANE, BARAKHAMBA ROAD,  
NEW DELHI 110001**

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### NOTICE INVITING TENDER (NIT)

#### 1.1 GENERAL

DMRC Invites Open tender through e-tendering system (i.e. Technical and Financial bid) from eligible applicants who fulfill qualification criteria as stipulated in clause 1.2 of NIT for Contract: **JP/EW/1A/Auditorium: Civil & Interior and Acoustical Treatment for Auditorium at Mansarovar Depot, Phase-1A of Jaipur Metro Project, Jaipur..** The brief scope of the work and site information is provided in ITT clause A2.

1.1.1 The key details are as follows:

<b>a.</b>	<b>Name of Work</b>	<b>Contract: JP/EW/1A/Auditorium: Civil &amp; Interior and Acoustical Treatment for Auditorium at Mansarovar Depot, Phase-1A of Jaipur Metro Project, Jaipur.</b>
<b>b.</b>	<b>Approximate Cost of work</b>	<b>₹123.40.00 Lakhs</b>
<b>c.</b>	<b>Tender Security Amount* (Earnest Money Deposit)</b>	<b>Amount of Tender Security:-₹1.23/- Lakhs</b> (Payment of tender security is to be made only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC for payment of Tender security is mentioned in clause 1.1.2(p) of NIT. The bidders shall be required to upload the scanned copies of transaction of payment of tender security/ EMD including e-receipt (clearly indicating <b>UTR No. &amp; Tender reference i.e. JP/EW/1A/Auditorium</b> must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. For further details, clause C18.1.2 of ITT may be referred.
<b>d.</b>	<b>Cost of Tender Documents* (Non-Refundable)</b>	<b>₹ 5,900/- (inclusive of 18% GST) Non-Refundable</b> (Payment of cost of tender document / 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 for payment of cost of tender document is mentioned in clause 1.1.2(p) of NIT. The bidders will be required to upload the scanned copies of transaction of payment of tender document cost/ tender fee including e-receipt (clearly indicating <b>UTR No. &amp; Tender reference i.e. JP/EW/1A/Auditorium</b> must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost/ tender fee).
<b>e.</b>	<b>Tender Document available for sale on website</b>	From <b>18.04.2019 to 17.05.2019 (upto 14:00 hrs)</b> on e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> Tender document can only be obtained after registration of tenderer on the website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
<b>f.</b>	<b>Pre-bid Meeting</b>	<b>29.04.2019 at 11:30 Hrs</b> at DMRC, Project Director/office, Jaipur
<b>g.</b>	<b>Last date of Seeking Clarification</b>	<b>30.04.2019 (Upto 17:00 Hrs)</b> (Queries shall be submitted online through e-tendering portal against the respective tender)
<b>h.</b>	<b>Last date of issuing amendment, if any</b>	<b>07.05.2019</b>
<b>i.(i)</b>	<b>Tender submission Start Date and Time (online)</b>	<b>08.05.2019 (from 09:00Hrs)</b>
<b>i.(ii)</b>	<b>Tender submission end Date and Time (online)</b>	<b>17.05.2019 (Upto 14:00Hrs)</b>
<b>j.</b>	<b>Date &amp; Time of opening of Tender (Technical Bid) (online)</b>	<b>20.05.2019 at 14:30 Hrs.</b>

k.	<b>Date &amp; Time of opening of Financial Bid</b>	Will be informed later on after the evaluation of Technical Bids (Only to the bidders who will successfully qualify the Technical Evaluation)
l.	<b>Validity of Tender</b>	180 days from the last date of submission of tender.
m.	<b>Stipulated date of Commencement of work</b>	Within seven days from the date of issue of "Letter of Acceptance" or as per the instructions of Engineer-in-Charge.
n.	<b>Time Period</b>	<b>06 (six) months</b>
o.	<b>Authority and place for submission of tender cost &amp; Tender Security (EMD),  required documents (if any) and seeking clarifications on tender documents</b>	Online payment through RTGS, NEFT & IMPS  <b>PD/JAIPUR,DMRC</b> Delhi Metro Rail Corporation Ltd., Old Police Head Quarters Building Near City Palace and FRO Office Jaleb Chowk, Badi Chaupar, Jaipur- 302002 <b><u>email id: - pddmrc@gmail.com</u></b>
p.	<b>To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT &amp; IMPS, the details of bank account of DMRC is mentioned below:-</b>	

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

## 1.2 QUALIFICATION CRITERIA

### 1.2.1 Eligible Applicant

- i. The tenders for this contract will be considered only from those tenderers {proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter)} who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2 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 tenderer shall submit only one bid in the particular tendering process, either individually as a tenderer or as a partner of a J.V. 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 sub-contractor 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; or
  - (b) A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub-paragraph (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 an 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 similar work as defined in clause 1.2.2 (a) of NIT.
- v (a) DMRC/ any other Metro Organization (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Appendix-6 of Form of Tender.
- v (b). Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by DMRC/ any other Metro Organization (100% owned by Govt.) after award during last 03 year (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium, members. The tenderer should submit undertaking to this effect in Appendix-6 of Form of Tender.
- v (c). Tenderer (including any member in case of JV/consortium) for the work awarded by DMRC / any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in the Appendix-6 of Form of Tender.
- v (d). If the tenderer or any of the constituent „substantial member(s)“ of JV/Consortium does not meet the criteria stated in the Appendix 6, the tenderer including the constituent „substantial member(s)“ of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.2.1 of NIT.
- v (e). If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-6, the same will be considered as “fraudulent practice” under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b), (c) & 13.2.1 of GCC.
- vi. 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 the Appendix-6 of Form of Tender
- vii. **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-5 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.

### 1.2.2 Minimum Eligibility Criteria

(a) **Work Experience** : The tenderers will be qualified only if they have successfully completed work(s) during last 5 years ending last day of the month previous to the month of tender submission in any Central Govt./state Govt./PSU"s/DMRC or any private Limited company of repute as given below:

- (i) At least one "similar work"\*\*\* of value of ₹98.72 Lakhs or more.  
OR
- (ii) Two "similar works" \*\*each of value of ₹61.70 Lakhs or more.  
OR
- (iii) Three "similar works"\*\*\*each of value of ₹49.36 Lakhs or more.

- The "Similar works" for this contract shall be "*The work involving Civil & Architectural finishing for Auditorium*".

Notes:

- The tenderer shall upload details of work executed by them in the prescribed format as per Appendix-15 of Form of Tender for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof shall not be evaluated.
- Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to the last day of the previous month of tender submission 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.

(b) **Financial Standing:** The tenderer will be qualified only if they have minimum financial capabilities as below :-

(i) **T1- Annual Turnover:** The average annual turnover of the tenderer during last three audited financial years (2015-16, 2016-17 and 2017-18) should not be less than ₹197.44 Lakhs or more.

The averages 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 percentage participation = N, Let the averages annual turnover of member-1 is A and that of member-2 is B, then average annual turnover of JV will be =  $\frac{AM+BN}{100}$

**Notes:**

- Financial data for latest last three audited financial years has to be uploaded by the tenderer (each member in case of JV) in Appendix-16 of Form of Tender 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 **(As per format provided in Appendix-16A to form of Tender)** certifying that „the balance sheet has actually not been audited so far“. In such a case the financial data of previous „2“ audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not uploaded, the tender will 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.
- The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.2.2 (a) to 1.2.2 (c) above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.2.2 (a) to 1.2.2 (c) 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.

### 1.3 Tender document consists of the following:

- a. Notice Inviting Tender
- b. Instructions to Tenderers (Including Annexures)
- c. Form of Tender (Including Appendices)
- d. General Conditions of Contract up to correction slip No.10
- e. Special Conditions of Contract
- f. Employer"s Requirement with specification
- g. Bill of Quantities
- h. Conditions of contract on Safety & Health for Civil work Contracts

1.3.1 The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of PD/Jaipur,DMRC, Delhi Metro Rail Corporation, Old Police Head Quarters Building, Near City Palace and FRO Office, Jaleb Chowk, Badi Chaupar,jaipur302002 .

1.3.2 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E4.4 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.

1.3.3 The intending tenderers must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app> Those who are not registered on the e-tendering portal shall be required to get registered beforehand. 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.

1.3.4 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **class-II** or **class-III** digital signature. The tender document can only be downloaded from e-tendering portal using class-II or class-III digital signature. However, the tenderer shall upload their tender on <https://eprocure.gov.in/eprocure/app> using class-II or class-III digital signature of the authorized signatory only.

1.3.5 Tender submissions shall be done online on <https://eprocure.gov.in/eprocure/app> after uploading the mandatory **scanned copies of transaction of payment of tender document cost/tender fee and Tender Security (in the form of RTGS, NEFT and IMPS.)** and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.

1.3.6 Submission of Tenders shall be closed on e-tendering website of DMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted.

It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on e-tendering website <https://eprocure.gov.in/eprocure/app> before the deadline of submission. DMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

- 1.3.7 Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tender and shall be accompanied with a tender security of the requisite amount as per clause C17 of ITT.
- 1.3.8 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.
- 1.3.9 Tenderers are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- 1.3.10 Letter of acceptance to the successful bidder shall be uploaded on procurement portal which can be downloaded by the successful bidder.
- 1.3.11 For any corruption related complaint, tenderer may contact CVO, DMRC (email-cvodmrc@gmail.com Ph.011-23418406). However, no tender related queries shall be enquired from CVO, DMRC. For any queries/clarification related to tender, the bidder may attend pre-bid meeting and/or upload their queries online within the date and time specified at Clause 1.1.1 (f) and 1.1.1 (g) of NIT respectively.

**PD/Jaipur(DMRC)**

**Delhi Metro Rail Corporation Limited**



## **Instructions for Online Bid Submission:**

### **1. GENERAL**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **2. REGISTRATION**

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrollment”** on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC“s to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **3. SEARCHING FOR TENDER DOCUMENTS**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **4. PREPARATION OF BIDS**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents“ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## 5. SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) **Tender fee / Tender document cost: Bidder has to select the instrument type & enter the details of transaction of payment of tender fee / tender document cost done by RTGS / NEFT / IMPS as applicable and upload scanned copy of transaction receipt as documentary proof for payment. For further details tenderer may refer clause C18of ITT.**
- d) **Tender Security / Earnest Money Deposit (EMD): Bidder should submit the EMD/Tender Security as per the instructions specified in C18 of ITT in the tender document.**
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 6. ASSISTANCE TO BIDDERS

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- c. For any Technical queries related to Operation of the Central Public Procurement Portal  
Contact at: Tel: 0120-4001062, 0120-4001002, 0120-4001005, 0120-6277787.  
E-Mail Support:  
Technical - support-eproc(at)nic(dot)in  
Policy Related - cppp-doe(at)nic(dot)in

## **2.0 SCOPE OF WORK**

### **2.0 GENERAL**

The scope of work includes Civil and Acoustical Treatment for Auditorium at Mansarovar Depot of Phase-1A of Jaipur Metro Project, Jaipur.

### **2.1 WORK CONTENTS**

2.1.1 The work under this contract shall consist of, but not limited to, all materials, labour, equipment's, tools, plants and necessary machinery as required to completely execute all the works.

- Programming of the work.
- Preparation of shop drawings and working drawings, fabrication methods, samples mockups and prototypes, and 'As installed' drawings.
- Supervise and protect all works until handing over to the Employer.
- Clearing of site and handing over of all the Works, as directed;
- Maintenance of the completed work during the maintenance period.
- The hall needs to be designed and the EASE results submitted to the Consultant for approval. The contractor should have licensed copy of EASE software. ( Vendor to submit the licence of the original in his name)
- The company should have experienced Acoustic engineer with a minimum work experience of 15 yrs.
- The vendor shall ensure that the work executed conform to Reverberation time characteristics of the Hall @ 0.9 to 1.0 secs. Further it shall conform to NC 30 criteria to meet ambient noise levels.

#### **2.1.1.1 Concrete Works :**

- a) Tools and plant: Contractor has to arrange Concrete mixer machine, Vibrator and proper Plywood shuttering to produce good quality of concrete foundation of all external signage works. Other required T&P will have to be provided as per the direction of 'Engineer' at site.
- b) Finishing: Finishing of all civil works has to be done properly as per the Technical specification and skilled masons have to be engaged by the contractor as per the satisfaction of 'Engineer'.

#### **2.1.1.2 Contractor's Site Office:**

Site office with all facility to be provided by the Contractor.

#### **2.1.1.3 Testing of the materials:**

- Contractor has to arrange testing of material samples in the laboratory approved by the 'Engineer'.
- The Contractor shall carry out the various tests as enumerated in the Technical Specification of these tender and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner. These tests are to be carried as per relevant Indian/International standard, wherever applicable.
- All the tests either on the field or at outside laboratory concerning the execution of

the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost.

- The work is subject to inspection at all times by the DMRC. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.
- The Contractor shall provide for purpose of inspection access ladders, lighting, equipment for testing, necessary instruments etc. at his own cost including low voltage lighting equipment for tray fixing and inspection work.
- All results of inspection and test will be recorded in the inspection reports, proforma of which will be approved by the DMRC. These reports shall form part of the Completion Documents. Any work not conforming to the execution drawings, specifications or codes shall be rejected and the Contractor shall carry out the rectification at his own cost.

#### **2.1.1.3.1 MATERIALS TO BE SUPPLIED BY CONTRACTOR**

- i) The contractor shall procure and provide the whole of the equipments required for the completion of the works except the materials which will be issued by owner and shall make his own arrangements for procuring such materials and for the transport thereof. Owner may give necessary recommendation to the respective authority if so desired by the contractor but assumes no further responsibility of any nature.
- ii) Owner will insist on the procurement of materials, which bear ISI, stamp and/ or which are supplied by reputed suppliers borne on DGS&D list. All materials procured should meet the specifications given in the tender document. The DMRC may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of DMRC for any material to be used for the works.
- iii) Manufacturer's certificates shall be submitted for all materials supplied by the Contractor. If however, in the opinion of DMRC any test are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

#### **2.1.1.4 As installed Drawings:**

Contractor has to provide as installed drawings on completion of work in 5 set hard copies and 5 soft copies in compact diskette with the provision as mentioned below.

- a) The drawings submitted for approval should be in any one of the standard sizes - AO, A1, A2, A3 or A4, in accordance with Indian standards and as directed by the Engineer.
- b) All drawings shall show the following particulars in the lower right hand corner in addition to the Contractor's name. Standard format to produce drawings will be obtained from the Employer's Representative and the same shall be used by the Contractor for all drawings with following information.
  - Name of the Owner.
  - Project Title.
  - Contract No.
  - Title of Drawing.
  - Scale.
  - Date of Drawing.
  - Contractor's Drawing Number.
  - Space for the Engineer's drawing number.

- Name of the Engineer.
  - Name of Architect.
  - Name of Review Consultant.
  - This drawing is based on Drawing No. (s).
  - Reference Good for Construction Drawing No.
  - Further detail is given on Drawing No. (s).
  - Space for Revision No. and Date.
- c) Each drawing shall carry a revision number, date of revision and brief details of revisions carried out. Whenever any revision is carried out, the revision number must be updated. The revisions carried out on the drawing shall be clearly marked by clouding and each cloud revision numbered by marking the revision number in triangle. The clouding shall be done on the backside of the tracing by pencil.
- d) All dimensions on drawings shall be metric units, unless otherwise specified. However, all levels shall be in meters.
- 2.1.2 The Detailed Design has been provided by DMRC and the same will review the “As-Built” Drawings.

## **2.2 INTERFACE WORKS:**

### **2.2.1 Co-ordination:**

1. The contractor shall coordinate with JMRC’s concern for access their staff and delivery of the equipments time to time and adhere to comply the security norms/procedure of the Depot and issued I-cards to their staff/vehicle in consultation with JMRC’s security concern.
2. The contractor shall attend regular coordination meetings convened by the employer/engineer for interface and adhere to the decisions taken in the meeting.
3. Access will be provided to the staff of the other Contractor appointed by the employer for carrying out their works and bringing materials and equipments at the site. However, the security of materials and Equipments brought at the site will be the responsibility of the respective Contractors.
4. The contractor shall, in carrying out his coordination responsibility, raise in good time and provide sufficient information for the employer to decide on any disagreement with other contractor. If the contractor despite having taken all reasonable efforts cannot resolve such disagreement then the decision of the Engineer shall be final and binding on the contractor.

## **2.3 REFERENCE TO THE STANDARD CODES OF PRACTICE**

All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The Contractor shall make available at site all relevant Indian Standard Codes of practice and IRSC & IRC Codes as applicable.

- 2.3.1 Wherever Indian Standards do not cover some particular aspects of design/construction, relevant British German Standards will be referred to. The Contractor shall make available at site such standard codes of practice.
- 2.3.2 In case of discrepancy among Standard codes of practice, Technical Specifications and provisions in sub clauses in this NIT, the order of precedence will be as below:
- i) Provision in NIT
  - ii) Technical Specifications,
  - iii) CPWD specifications
  - iv) Standard Codes of Practice.

- 2.3.3 In case of discrepancy among Standard Codes of Practice, the order of precedence will be IRS, IRC, IS, BS, DIN.

## **2.4 DIMENSIONS**

- 2.4.1 As regards errors, omissions and discrepancies in Specifications and Drawings, relevant clause of Special Conditions of Contract will apply.
- 2.4.2 The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the Contractor should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any errors or omissions in the levels or strata turning out different from what is shown on the drawings.

## **2.5 ASSOCIATED WORKS**

Works to be performed shall also include all general works preparatory to the execution and works of any kind necessary for the due and satisfactory completion and maintenance of the works to the intent and meaning of the drawings adopted and technical specifications, to best Engineering 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 JMRC' staff and their assets and protection of existing premises/buildings/Depot; first –aid equipments, 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.

### **2.5.1 PERFORMANCE OF WORK**

#### **2.5.1 EXECUTION OF WORKS**

- 2.5.1.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications and instructions as may be furnished from time to time to the Contractor by the DMRC whether mentioned in the contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial proper workman like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfactions of the DMRC.
- 2.5.1.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the Contractor shall do so at his cost.
- 2.5.1.3 The materials, design and workmanship shall satisfy the relevant Indian standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

#### **2.5.2. COORDINATION AND INSPECTION OF WORK**

The coordination and inspection of the day-today work under the contract shall be the responsibility of the DMRC. The written instructions regarding any particular job will normally be passed by the DMRC or his authorized representative. A work order book will be maintained by the Contractor for each section in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours. This shall be in addition to instructions or orders issued in writing by the DMRC.



2.5.2.1 DMRC may appoint an independent agency to ensure the quality checking. The contractor shall ensure the complete co- operation with the agency to perform their work satisfactorily. In addition DMRC also reserves right to undertake quality check and inspection directly by itself.

### 2.5.3. GENERAL CONDITIONS OF CONSTRUCTION AND ERECTION WORK

2.5.3.1 Work has to be executed during normal working hours on weekdays only. Normally work in the night, on Sunday and other holidays observed by Owner will not be permitted. However, Contractor should be prepared to work two or three shifts per day, if so required by DMRC without any extra cost over the quoted rates. If at any time the Contractor wants to work more than one shift or on Sunday or beyond normal working hours, he shall get the approval of DMRC at least 24 hours before hand. Refusal by DMRC at any time for such extension of working hours shall not constitute any claim for compensation or extension of time of completion.

2.5.3.2 The execution of the work may entail working in the monsoon season also. The Contractor must maintain a minimum labour force as may be required for the job plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

2.5.3.3 During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost. He should also provide necessary equipment (like dewatering pumps, tarpaulins for cement etc.) so as to be readily available at work site, for which no extra payment will be made.

2.5.3.4 The Contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. Owner will not entertain any claim for idle time payment whatsoever.

### 2.6 CONSTRUCTION DEPOT

The area to the extent available, at the discretion of DMRC/JMRC will be allocated to the contractor for his stores, offices & other activities at or near the site.

### 2.7 TIME SCHEDULE

The agency shall submit with the tender "Time Schedule" for completion of various portions of works. This schedule is to be within the overall completion period of **6 Months**. The intermediate key dates as mentioned below are to be indicated specifically in the time schedule and these will have to be achieved. The detailed programme in the form of a qualified bar chart or CPM network shall include all activities starting from design to completion.

2.7.1 The time schedule is given below. The works shall be executed strictly as per the time schedule.

### TIME SCHEDULE

S. No.	Description of Work	Time for Completion of Work
1	CIVIL AND ACOUSTIC WORK OF AUDITORIUM	6 months from issue of telefax/ letter of acceptance, whichever is issued earlier

**NOTE:**

1. Time of commencement shall be reckoned from the third day of issue of Telefax/ Letter of Acceptance, whichever is issued earlier.
2. The time indicated above is for completing the works in all respects as per design, drawings, specifications and instruction of DMRC.
- 2.7.2 Monthly/ weekly execution program will be drawn up by the Contractor based on availability of materials, work fronts and the joint program of execution as referred to above. The Contractor shall scrupulously adhere to the Targets/ Programs by deploying adequate personnel, Construction equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per contract. In all matters concerning the extent of target set out in the weekly/ monthly program and the degree of achievement, the decision of the DMRC will be final and binding on the Contractor.
- 2.7.3 Contractor shall give every day category-wise labour and equipment report alongwith the progress of work done on previous day in the Proforma prescribed by the Owner.

**2.8 TRAFFIC MANAGEMENT**

The Contractor shall prepare traffic diversion plans in liaison with the local traffic authorities for traffic management and implement the same including all traffic aids, marshals, RCC/MS barricade etc for which nothing extra shall be paid.

**2.9 DRAWINGS**

**2.9.1 PRELIMINARY DRAWINGS**

Preliminary Drawings as annexed with BID (Tender Drawings) represent Employer's proposal based on preliminary design.

**2.9.2 CONTRACT DRAWINGS**

- 2.9.2.1 Drawings forming part of the contract are enclosed. Other drawings and details issued and shop drawings approved during the currency of the contract shall also form part of the contract.
- 2.9.2.2 The Contractor shall keep at least one copy each of drawings, conditions of contract, specifications, instructions and schedule of quantities at the site of works available for reference by any authorized representative of Owner/ DMRC, at all times during the progress of the works. The drawings shall be displayed and arranged as directed by the DMRC.
- 2.9.2.3 All drawings, blue prints, tracings, reproducible, models, plans, specifications and copies thereof furnished by Owner as well as all drawings, tracings, reproducible, plans, specification, design, calculations etc. prepared by the Contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to Owner at the completion of the contract.
- 2.9.2.4 Where so desired by DMRC, the Contractor agrees to respect the secrecy of any documents, drawings etc. issued to him for the execution of this contract, and restrict access to such documents. Drawings etc. to the minimum and further, the Contractor agrees to execute an individual SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. In any event the Contractor shall not issue drawings and documents to any other agency or individual without the written approval by DMRC.



### **2.9.3 DRAWINGS TO BE SUPPLIED BY THE OWNER**

2.9.3.1 General drawings for the work are attached with tender. This is for general guidance of the Contractor to enable him to visualize the type of work contemplated. The Contractor will be deemed to have studied the drawings and formed an idea about the work involved. Detailed working drawings on the basis of which actual execution is to proceed, if required, will be furnished from time to time during the progress of work.

2.9.3.2 The Contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the DMRC discrepancies, if any, therein before actually carrying out the work. Copies of all detailed working drawings relating to the works shall be kept at the Contractor's office on the site and shall be made available to the DMRC at any time during the contract. The drawings shall be returned to the Owner on completion of the works.

### **2.9.4 BLOCK SCHEMATICS & SHOP DRAWINGS TO BE FURNISHED BY CONTRACTOR**

2.9.4.1 The Contractor shall, within the scope of work be required to prepare or furnish Shop Drawings & Block schematics in respect of the work. The Contractor shall within 15(fifteen) days (or such other period as the Owner may prescribe in this behalf) of receipt of notification of Acceptance of Tender or within 15(fifteen) days before the proposed date of commencement of the relative work, whichever shall be earlier, submit to the Owner for approval the relative plan(s)/ drawing(s)/ design(s). Owner shall be entitled at any time to suggest any amendment(s)/ modification(s) in the plans/ designs/ drawing and the Contractor

shall thereupon either convince the Owner of the unnecessariness in whole or portion of such amendment/ modification or shall implement the same and shall cause the plans/ drawings/ designs to be accordingly amended/ provided that no such approval of or amendments/ modifications in the plans drawings/designs by or suggested by the Owner shall anywise absolve the Contractor of any of his obligations, responsibilities or liabilities under the contract, inclusive of and relative to the utility and suitability of the Contractor , s plans/ drawings/ designs in the relative work(s) and the fulfillment of all specifications and performance guarantees of the consequent works any such approval or suggestion by Owner as aforesaid being intended only by way of assistance to the Contractor without any attendant liability upon the Owner.

2.9.4.2 The Contractor shall not permit any work to be done or any installation, material or equipment to be supplied or fabricated or erected at variance with drawings/ designs approved by the Owner and/or amended or modified as aforesaid.

2.9.4.3 Unless otherwise required at least 3 (three) sets of all approved block schematics/drawings/designs prepared by the Contractor, together with similar sets of all revisions/ amendments/ modifications therein shall be lodged with the Owner for the record of the Owner, such sets of plans/ drawings/ designs to be signed by the Contractor and to indicate thereon the number and date of each revision/ amendment and of the communication, of the Owner of any other agency appointed by the Owner for or relative to the approval thereof.

### **2.9.5 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.

### **2.10 TENDER PRICES**

The tender price as mentioned in Clause C 2.5 of ITT shall include all the above listed items in the scope of work (Clause 2.1 to 2.9).

## 2.11 SCOPE OF SUPPLY

Owner does not envisage to supply any material for this work & Contractor has to arrange all materials at his own & the rates quoted shall deem to include the same.

## 2.12 PUBLICITY

Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Contractor will not give any items concerning details of the work to the press or a news dissemination agency without prior written approval from DMRC. Contractor shall not take any picture on site without specified written approval of Owner representative

## 2.13 SPECIFIC INFORMATION TO BE PROVIDED BY THE TENDERER

**Proposals shall contain, but not necessarily be limited, to the following information:**

2.12.1 The compliance to all technical specifications & items in schedule of quantities should be duly supported by technical literature of the respective equipment in the Performa given below.

2.12.2 Contractors shall clearly indicate if any those areas where compliance with the requirements of the Technical Specifications would cause significant delivery delays or increases in cost. Responses should contain recommended deviations to such requirements where significant advantage in performance, cost, and/ or delivery is attainable. The same shall be evaluated by TEC for acceptance or rejection & the decision of TEC shall be final & binding.

### 2.12.3 SCAFFOLDING:-

i) Suitable scaffoldings should be provided for workmen for all works that cannot be done safely from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

ii) Scaffolding or staging more than 3.5M above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewarded at least 1m high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings and may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened to prevent it from swaying from the building structure.

iii) The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

### HOISTING EQUIPMENT :-

Use of hoisting machine and tackle including their attachments, anchorage and supports shall conform to the following standard conditions.

a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person

under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to the operator.

**d)** In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

**e)** In case of departmental machines, the safe working load shall be notified by the DMRC. As regards Contractor s machines, the Contractor shall notify the safe working load of machine to the DMRC, whenever he brings any machinery to site of work and get it verified by the DMRC.

**ELECTRICAL EQUIPMENT :-**

Motors, Gearing, Transmission, Electric Wiring and other dangerous parts of hoisting appliance should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum risk of accidental descent of the load. Adequate precaution should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mask wearing apparels, such as gloves, sleeves and boots and insulated tools as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

**STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS**

1	2	3	4
Parts, paragraphs, sub-paragraphs / items as per schedule of quantities.	Make model	Specification of equipment	Comply/ Not comply (reasons)

(SEAL AND SIGNATURE OF TENDERER)

### **3.0 SITE INFORMATION**

#### **3.1 Work Site**

- 3.1.1 The project site is primarily in Jaipur, Rajasthan, India.
- 3.1.2 The Proposed work falls on **Mansarovar Depot of Phase-1A of Jaipur MRTS project in Jaipur.**
- 3.1.3 The Contractor shall plan his works keeping in view restriction of approach and availability of space and time.
- 3.1.4 The intending Tenderer shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications

#### **3.2 GENERAL CLIMATIC CONDITIONS**

- 3.2.1 The Contractor should acquaint themselves with the climatic conditions of Jaipur.

#### **3.3 SEISMIC ZONE**

- 3.3.1 **Jaipur falls in Seismic Zone-II. No major earthquakes have been experienced in the past, in this region.**