



**DELHI METRO RAIL CORPORATION LIMITED**  
**KOCHI METRO RAIL PROJECT-PREPARATORY WORK**

**IMPROVEMENT TO BANERJI ROAD INCLUDING CONSTRUCTION OF DRAIN  
AND UTILITY DUCTS FROM ERNAKULAM TOWN ROB TO MADHAVA  
PHARMACY JUNCTION.**

**CONTRACT NO: KOCHI – RW-1**

**TENDER DOCUMENTS**

**VOLUME 1**

**INSTRUCTIONS TO TENDERERS**

**CONTENTS**

<b>CLAUSE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
<b>GENERAL</b>		
1.0	General	3
2.0	Eligibility requirements	3
3.0	Cost of Tendering	4
4.0	Site Visit	4
<b>TENDER DOCUMENTS</b>		
5.0	Contents of Tender Documents	5
6.0	Clarification on Tender Documents	5
7.0	Amendment to Tender Documents	5
<b>PREPARATION OF TENDERS</b>		
<b>8.0</b>	Language of Tender	6
9.0	Documents Comprising the Tender	6
10.0	Tender Prices	8
11.0	Currencies of the Tender	9
12.0	Tender Validity	9
13.0	Tender Security	9
14.0	Pricing of conditions, qualifications, deviations etc	10
15.0	Pre tender meeting	10
16.0	Format and Signing of Tenders	10
<b>SEALING AND SUBMISSION OF TENDERS</b>		
17.0	Sealing and Marking of Tenders	10
18.0	Submission of Tenders	11
19.0	Late Tenders	11
20.0	Modifications, substitution and withdrawal of tender	11
<b>TENDER OPENING AND EVALUATION</b>		
21.0	Tender Opening	12
22.0	Tender Evaluation Process to be Confidential	12

23.0	Clarification of Tenders	13
24.0	Evaluation of Technical Package	13
25.0	Evaluation of Financial Package	14
26.0	Correction of Error	14
<b>AWARD OF CONTRACT</b>		
27.0	Award Criteria	15
28.0	Employer's Right to Accept any Tender and to Reject any or All Tenders	15
29.0	Notification of Award	15
30.0	Signing of Agreement	15
31.0	Performance Security	16
<b>PROFORMA OF FORMS – GENERAL</b>		
	Form of Tender with Appendix ( Form -A)	17
	Form of Bank Guarantee for Tender Security ( Form -B)	20
	Proforma for Statement of Deviations ( Form -C)	22
	Form of Performance Security (Guarantee) by Bank ( Form - D)	23
	Form of Contract Agreement ( Form -E)	25
<b>PROFORMA OF FORMS – QUALIFICATION PARTICULARS</b>		
	General Information of Tenderer ( Form T- I)	27
	Experience Record of Sub-Contractors ( Form T-II)- Deleted	29
	Resources Proposed for the Project-Project Personnel ( Form T-III)	30
	Proposed Site Organisation ( Form T-IV)	31
	Resources Proposed for the Project-Plant & Equipment ( Form T-V)-Deleted	32
	Technical Proposal (Form T-VI) - Deleted	33
	Quality Assurance Plan (Form T-VII)	34
	Safety, Health and Environment Plan (Form T-VIII)	35
<b>CHECKLIST</b>		
	Checklist of documents to be submitted with the tender (Appendix- I)	36

## **INSTRUCTIONS TO TENDERERS (ITT)**

### **1.0 GENERAL**

- 1.1 Delhi Metro Rail Corporation (DMRC) invites sealed tenders, from eligible applicants who fulfill the *qualification criteria* as stipulated in clause 1.1.3 of NIT, for the work. **“Contract No. Kochi- RW1: Improvement to Banerji Road including Construction of Drain and Utility Ducts from Ernakulam Town ROB To Madhava Pharmacy Junction”**.. The Tender documents consist of various documents listed in clause 1.1.4 of NIT, along with their annexures, appendices, addenda and errata, if any.

Tenders shall be prepared and submitted in accordance with the instructions herein.

- 1.2 Key Relevant information and address for purchase of documents, correspondence and submission of Tender are provided in NIT. More details are as follows:
- a. Period for which the tender is to be kept valid (Clause 12.0) is 120 days from the date of submission of tender.
  - b. Date of “commencement” of work (Form A) shall be 15 days from the date of issue of "Letter of acceptance" or as indicated in the letter of acceptance.
  - c. “Defects Liability Period” is (Form A) **12 months** from the date of issue of “Completion Certificate”.
  - d. Period of completion for the work is (Form A) **12 Months** from the date of “commencement” of the work.

### **2.0 ELIGIBILITY REQUIREMENTS**

- 2.1 The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite qualification criteria prescribed in clause 1.1.3 of NIT.
- 2.1.1 A firm shall submit only one tender either by himself, or as a partner in a joint venture, or as a member of a consortium. If a firm submits more than one tender himself, or as a partner in a joint venture, or as a member of a consortium, all the tenders in which he has participated shall be considered invalid.
- 2.2 All tenders submitted shall include the following information :
- 2.2.1 The tenderer shall submit with his tender, general information about the tenderer in prescribed Performa of **Form T-I** with full details of his ownership and control (Form T-I, Page 1 of 2) and, if the tenderer is a joint venture or consortium, full details of ownership and control of each member thereof (Form T-I, Page 2 of 2).
- 2.2.2 In case the tenderer comprises a joint venture or consortium, following requirements shall also be complied with:
- a. Attested copy of the MoU / Agreement entered into by the joint venture / consortium members,

duly notarized, shall be submitted along with the tender with intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.

- b. Nomination of one member of the joint venture / consortium to be person-in-charge; and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all the members of the joint venture / consortium.
- c. The person-in-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the joint venture / consortium and the entire execution of the contract including payment shall be carried out exclusively through the person-in-charge.
- d. All members of the joint venture / consortium shall be jointly and severally liable for the execution of the Contract.
- e. In the event of default by any member of the joint venture / consortium in the execution of his part of the contract, the person-in-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the contract.

2.2.3 To qualify for award of contract, the tenderers shall submit a written power of attorney authorizing the signatory (ies) of the tender to commit the tenderer or each member of the joint venture / consortium. In case of foreign members, power of attorney(s) and board resolutions confirming authority on the persons issuing the power of attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy / High Commission.

2.3 Each page of tender shall be signed by the authorized signatory.

2.4 Cancellation, modification or creation of a document such as power of attorney, partnership deed, constitution of firm etc., which may have bearing on the tender / contract, shall be communicated forthwith in writing by the tenderer to the Engineer and the Employer.

### **3.0 COST OF TENDERING**

3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender.

### **4.0 SITE VISIT**

4.1 Any site information given in this tender document is for guidance only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their responsibility, risk and cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.

4.2 The tenderer shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of his Tender.

## **5.0 TENDER DOCUMENTS**

### **5.1 CONTENTS OF TENDER DOCUMENTS**

The tenderer is expected to examine carefully all the contents of the tender documents listed in clause 1.1.4 of NIT including instructions, conditions, forms, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's risk. Tenders, which are not responsive to the requirements of the tender documents are liable to be rejected.

### **6.0 CLARIFICATION ON TENDER DOCUMENTS**

6.1 While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully and seek clarifications within the scheduled period. No claim on account of any errors detected in the tender documents shall be entertained.

6.2 A tenderer requiring any clarification of the tender documents including any error or mismatch in the tender documents, may notify the Project Director (DMRC-Kochi Metro), in writing or fax or mail at his mailing address indicated in NIT. The DMRC will respond in writing to any request for clarification received in writing from tenderers prior to the deadline. Written copies of his response will be sent to all prospective tenderers who have purchased the tender documents.

### **7.0 AMENDMENT TO TENDER DOCUMENTS**

During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be sent in writing or by fax to all prospective tenderers who have purchased the tender document in the tender period.

Without prejudice to the order of preference as specified in Clause 1.4.2 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submission.

In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Employer may, at his discretion, extend the deadline for submission of the tenders in accordance with Sub-clause 18.1.

### **PREPARATION OF TENDERS**

#### **8.0 LANGUAGE OF TENDER**

8.1 All documents shall be in English Language.

#### **9.0 DOCUMENTS COMPRISING THE TENDER**

The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, submit his Tender in two packages as listed below :

**9.1 TECHNICAL PACKAGE**

9.1.1 The technical package, clearly labeled as “TECHNICAL PACKAGE”, shall comprise the followings :

- a. Tender Security in original in a separate sealed envelope.
- b. All volumes of tender documents (as listed in clause 1.1.4 of NIT) and Addendums issued subsequently except Bill of Quantities (BOQ) *with each page duly signed and stamped* by the authorized signatory on the behalf of the Tenderer.
- c. Statement of deviations from tender documents (Form – C).
- d. Documents for qualification of eligibility criteria :
  - (i) Work experience details in **Annexure-1** along with completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work.
  - (ii) Financial data for latest last three audited financial years in **Annexure-2** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature.
  - (iii) Financial data for latest last five financial years in **Annexure-3A & Annexure-3B** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature.
  - (iv) Undertaking for not blacklisted (**Annexure-4**).
  - (v) Undertaking for not engaged in Corrupt & Fraudulent Practice (**Annexure-5**) of Notice Inviting Tender (NIT).
- e. Attested copy of the registration certificate and clearance certificate under Kerala VAT Tax Act, 2005 is required to be submitted. In case of Joint ventures/consortia, the above is required to be submitted by all partners of the same. In case of the foreign based contractors shall be required to submit the necessary documents as applicable to them according to Kerala VAT Act 2005. As per Kerala VAT Act, the party who is executing work in Kerala has to have registration with KVAT authorities of Kerala. If a tenderer from outside Kerala intends to participate in DMRC tender, he can be permitted provided he gives an undertaking to the fact that he will get himself registered with Kerala VAT authorities, in the event of issue of Letter of acceptance to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Kerala VAT Department, EPF authority, first payment shall not be released.
- f. General Information of tenderer in Form T-I duly certified by the Chartered Accountant (Page 1 & 2) along with :

- (i) Document in support of legal status and ownership & control of the tenderer or each member in case of JV / Consortium (undertaking for sole proprietorship / partnership deed / Memorandum & Articles of Association).
- (ii) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.
- (iii) Attested Copy of Power of Attorney/ Authorization in favour of authorized representative of tenderer or person-in-charge in case of JV/Consortium to represent the tenderer.
- (iv) Power of Attorney in favour of authorized representative of each member in case of JV/Consortium

9.1.2 In addition to above, technical package shall also contain following:

- a. Experience Records of Sub-Contractors (**Form T-II**) - Deleted.
- b. Undertaking for deployment of required Project Personnel by the tenderer for the work in **Form T-III** conforming to the minimum educational & experience requirements stipulated therein.
- c. Proposed Site Organisation chart with narrative description along with relationship between head office and site management. (**Form T-IV**).
- d. Resources Proposed for the Project Plant & Equipment (**Form T-V**)- Deleted
- e. Technical Proposal (**Form T-VI**)- Deleted
- f. Quality Assurance Plan (**Form T-VII**)
- g. Safety, Health and Environment Plan (**Form T-VIII**)

## 9.2 FINANCIAL PACKAGE

9.2.1 The financial package, clearly labeled as “FINANCIAL PACKAGE” will contain the following:

- a. Form of tender and Appendix thereof (Form A).
- b. Bill of Quantities

9.2.2 The financial proposal should be separately completed, each page duly signed and stamped and submitted in a separate sealed envelope. The prices shall be entered at the prescribed place in the Form of Tender and the BOQ enclosed. These prices should include all costs associated with the contract except Kerala Value Added Tax (KVAT), which will be reimbursed at actuals.

9.3 Documents to be submitted by the tenderer under technical and financial packages have been described under the respective Clauses 9.1 and 9.2. This list of documents has been prepared for the convenience of the tenderer and any omission on the part of the Employer

shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

9.4 In the case of a joint venture/consortium, information as required under Clause 2.2.2, in respect of each partner/company will be required to be furnished. Additional sheets of Performa may be used where necessary.

9.5 Deleted

## **10.0 TENDER PRICE**

The Contract shall be for the whole works as described in scope of work. The tenderer shall fill in rates and prices for all items of Works described in the Bills of Quantities. Corrections if any shall be made by crossing out, initialing, dating and rewriting. The Tender prices shall be governed by Clause 15.1 of General Conditions of Contract and shall be subject to limitations of Special Conditions of Contract and nothing extra which is not included in the contract price shall be payable.

10.1 The tenderer is required to quote for all the items as per General Conditions of Contract and relevant Clauses of Special Conditions of Contract. .

10.2 The rate for each item shall be reasonable and not unbalanced. Should the Engineer/ Employer come across any unbalanced rates, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Engineer/ Employer still feels the rates to be unbalanced, he may ask the tenderer for additional Performance Security or other safeguards to protect Employer's interest against financial loss failing which tenderer, his tender shall be liable to be rejected by the Employer, who may award the Contract to any other tenderer.

10.3 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

10.4 The tenderer shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

10.5 The tenderer should quote his rates inclusive of all taxes, duties, royalties etc. except Kerala VAT which shall be reimbursed by DMRC on actuals against documentary proof based on tax invoices raised by the tenderer. It should be noted that DMRC has applied for and is likely to receive exemptions on customs duty, central excise duty. The successful tenderer (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer to seek reimbursement. Alternatively, the Employer may direct the Contractor to get the reimbursements based on exemption certificates / government's order and it shall be obligatory on part of the Contractor to get the exemptions / reimbursements as the case may be and pass it on to DMRC.

10.6 "Delhi Metro Rail Corporation Ltd., a non-government Railway, is executing the work under the "Metro Railways (Construction of Works) Act, 1978" extended to Delhi Metro. Tenderers are requested to study the Section 65 & 66 of Finance Act, 2007 (budget 2007-08) regarding

Applicability of Service Tax along with the relevant circulars and instructions in the matter issued by Ministry of Finance, Department of Revenue and bid accordingly.”

#### **11.0 CURRENCIES OF THE TENDER**

11.1 Tender prices shall be quoted in Indian Rupees only.

#### **12.0 TENDER VALIDITY**

12.1 The tender shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tender as indicated in NIT.

12.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the tenderers for a specified extension in the period of validity in writing or by Tele-fax. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

#### **13.0 TENDER SECURITY**

13.1 The Tenderer shall furnish with his tender, a tender security in the form of Bank Draft in favour of DMRC payable at New Delhi from a Scheduled Commercial Bank excluding Regional Rural Bank (RRB) and Local Area Banks (LAB's) based in India or Fixed Deposit Receipt of a Scheduled Commercial bank excluding Regional Rural Bank (RRB) and Local Area Banks (LAB's)/ Post office based in India duly pledged in favour of DMRC or in the form of an irrevocable Bank Guarantee (on the format given in Form B of ITT) issued by a Scheduled Commercial Bank excluding Regional Rural Bank (RRB) and Local Area Banks (LAB's) based in India for the amount mentioned in Notice Inviting Tender. **In case of joint venture/consortia tender security shall be in the name of joint venture/consortia.** However, one member of the Consortium/JV may also furnish the Tender Guarantee with an assurance from the remaining members of the Consortium/JV members to back such a guarantee. The Tender Security shall remain valid for 30 days beyond the validity period of the tender.

13.2 The Tender Security shall be submitted in a separate envelope super scribed “Tender security for ---- (Name of Work as mentioned under Clause 1.1.1 of NIT)

13.3 Any tender not accompanied by an acceptable tender security will be summarily rejected.

13.4 The tender securities of unsuccessful tenderers shall be discharged / returned by the Employer as promptly as possible but not later than 30 days after the expiration of the period of tender validity.

13.5 The tender security of the successful tenderer shall be returned upon the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as per the Contract.

13.6 The tender security shall be forfeited:

- a. If a tenderer withdraws his tender during the period of tender validity, or
- b. If the tenderer does not accept the correction of his tendered price in terms of Clause 26.0, or
- c. In the case of a successful tenderer, if he fails to :
  - (i) Furnish the necessary performance guarantee for performance.
  - (ii) Enter into the Contract within the time limit specified.

13.7 No interest will be payable by the Employer on the tender security amount cited above.

#### **14.0 PRICING OF CONDITIONS, QUALIFICATIONS, DEVIATIONS ETC.**

The Tenderer shall submit his tender without any conditions, deviations etc to the tender documents. Minor deviations if any shall be submitted the Performa of Form C.

#### **15.0 PRE-TENDER MEETING**

Pre-Tender meeting will be held on date & time as specified in Clause 1.1.2 of NIT in office of the Office of the Project Director (DMRC-Kochi Metro), Delhi Metro Rail Corporation Ltd. Eastern Entry Tower, Ernakulam South Rly. Station, Kochi -682 016.

#### **16.0 FORMAT AND SIGNING OF TENDERS**

- 16.1.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 16.1.2 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.
- 16.1.3 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
- 16.1.4 If a tender is submitted by a joint venture or consortium of two or more firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the tender as to which one of the firms shall have the responsibility for tendering and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for tendering. All members shall be jointly and severally responsible for all aspects of the Tender and the consequent Contract.
- 16.2 All amendments/corrections/ overwriting shall be notarized by the person or persons signing the tender.
- 16.3 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

#### **SEALING AND SUBMISSION OF TENDERS**

#### **17.0 SEALING AND MARKING OF TENDERS**

17.1 The tenderer shall submit his tender in two sets one marked “Original” and the other marked “Copy” (Copy should be photocopy of ‘original’). Each set containing the two packages, **TECHNICAL PACKAGE** and **FINANCIAL PACKAGE** shall be sealed in two separate envelopes clearly marked as “Original” and “Copy’. The two envelopes shall be wrapped in an outer envelope addressed to The Project Director, KMRP duly super scribing on top, tender number, name of work, time and date for submission and time and date for opening. The envelope should also bear the name and address of the tenderer. The contents of Technical Package and Financial Package shall be as detailed under Clauses 9.1 and 9.2 herein.

17.2 No responsibility will be accepted by the Employer/Engineer for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

#### **18.0 SUBMISSION OF TENDERS**

18.1 Tenders should be submitted at the following address:

Office of the Project Director (DMRC-Kochi Metro), Delhi Metro Rail Corporation Ltd., Eastern Entry Tower, Ernakulam South Railway Station, Kochi -682016 before scheduled time and last date for submission.

The Employer/Engineer may, at his discretion, extend this date for the submission of tender by amending the Tender Documents in which case all rights and obligations of the Employer and the tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date for submission of tender.

18.2 Tenders as sealed above shall be submitted in person to Office of the Project Director (DMRC-Kochi Metro), Kochi Metro Rail Project, Eastern Entry Tower, Ernakulam South Rly. Station, Kochi-682 016 the Employer cannot take any cognizance and shall not be responsible for delay in transit.

18.3 Tenderers shall ensure submission of all the necessary documents (completely filled & duly signed) as mentioned in the Checklist (Appendix-I) with Tender documents.

#### **19.0 LATE TENDERS**

19.1 Any tender received in office of the Office of the Project Director (DMRC-Kochi Metro), Delhi Metro Rail Corporation Ltd., Eastern Entry Tower, Ernakulam South Railway Station, Kochi - 682016 after the deadline prescribed for submission of tenders will be returned unopened to the tenderer.

#### **20.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF TENDERS**

20.1 Except permitted by these instructions, the tenderer shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the tenderer with or as a part of his tender.

- 20.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the clause 18.1 of this Instruction to tenderers, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as the case may be.
- 20.3 No modifications shall be permitted after the deadline for submission of the Tenders. Withdrawal of the tender after deadline for submission of tenders but prior to the period of bid validity shall result in forfeiture of the Tender Guarantee.

## **TENDER OPENING AND EVALUATION**

### **21.0 TENDER OPENING**

- 21.1 The Employer/ Engineer will open the Technical Package, in the presence of tenderers or their representatives who choose to attend on date & time as mentioned in tender document in the Office of the Project Director (DMRC-Kochi Metro), Delhi Metro Rail Corporation Ltd., Eastern Entry Tower, Ernakulam South Rly. Station, Kochi- 682 016. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 21.2 On opening of the main Tender envelopes, it will be checked if they contain Technical & Financial Packages.
- 21.3 Technical Package of the Tender will thereafter be opened and examined to see if they are complete, whether the requisite Tender security has been furnished, whether the documents are in order. If the documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority and the said tenderer's Financial Package will not be considered for further processing.
- 21.4 The tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- 21.5 The sealed financial package will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of technical packages. Financial packages of all technically found suitable offer will be opened and the date for opening of financial package shall be informed separately.

### **22.0 TENDER EVALUATION PROCESS TO BE CONFIDENTIAL**

- 22.1 Except the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

- 22.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

### **23.0 CLARIFICATION OF TENDERS**

- 23.1 Technical evaluation of technical packages submitted by tenderers shall be undertaken based on details submitted in the technical package only. No clarification/additional information in this regard will be sought from tenderers. Employer reserve the right to ask any clarification from tenderers for details submitted with technical package if it so desires during the technical evaluation.
- 23.2 To assist in the examination, evaluation and comparison of Financial Package, the Engineer/ Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 25.0 herein.

### **EVALUATION OF TENDERS**

#### **24.0 EVALUATION OF TECHNICAL PACKAGE**

- 24.1 Technical packages will first be evaluated which will cover following items:

##### **24.2 General Evaluation:**

- 24.2.1 The Employer will determine whether each tender :

- i. is accompanied by the required Tender Security;
- ii. contains all tender documents and addendums, each page signed by authorized signatory;

##### **24.4 Evaluation of eligibility :**

- 24.4.1 The Employer, keeping in view the *eligibility criteria* as specified in NIT (clause 1.1.3) will check the evaluation parameters. Further technical evaluation of their submission shall be evaluated only when they qualify the *eligibility criteria*.

##### **24.2 Evaluation of Responsiveness:**

- 24.2.1 The Employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect

unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in Form-C.

24.2.2 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity. The financial package of such tenderer shall be returned unopened.

24.3 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

**24.4 Evaluation of Technical proposal & other technical data :**

24.4.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. Tenderer(s) may be asked to make a presentation of their proposal to DMRC team for evaluation

24.5 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.

**25.0 EVALUATION OF FINANCIAL PACKAGE**

25.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending Tenderers.

25.2 The evaluation of Financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors :

- a. Arithmetical errors corrected by the Employer
- b. Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

25.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

25.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

25.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

**26.0 CORRECTION OF ERRORS**

26.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 26.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

#### **AWARD OF CONTRACT**

#### **27.0 AWARD CRITERIA**

- 27.1 Subject to Clause 25.0, the Employer will award, the Contract to the Tenderer, whose tender is responsive, complete and in accordance with the tender documents, and who's Evaluated Price is determined to be the lowest.

#### **28.0 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

- 28.1 Notwithstanding Clause 27.0, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst Tenderers without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

#### **29.0 NOTIFICATION OF AWARD**

- 29.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by telegram or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.
- 29.2 The Letter of Acceptance will constitute a part of the contract.
- 29.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause 29.1, the employer will promptly notify the unsuccessful Tenderers and discharge /

return their tender securities.

### **30.0 SIGNING OF AGREEMENT**

30.1 The Employer shall prepare the Agreement in the Performa (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 2 weeks of receipt of the documents as mentioned in clause 30.2, the successful tenderer will be required to execute the Contract agreement. One copy of the Agreement duly signed by the Employer and the Contractor through their authorized signatories will be supplied by the Employer to the Contractor.

30.2 The successful tenderer shall submit the following documents within 30 days from the date of issue of the Letter of Acceptance:

- a. Performance Guarantee.
- b. Power of Attorney(s) and Board Resolution (In case of Foreign Partners, to be duly notarized by notary public and stamped by the Indian Embassy/High Commission) in case of any change than submitted along with tender submittals.
- c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating in case of any change than submitted along with tender submittals:
  - i. Percentage Participation of each member/partner
  - ii. Liability of the partners(JOINTLY and SEVERALLY)

### **31.0 PERFORMANCE SECURITY**

31.1 The successful Tenderer shall furnish to the Employer a performance security in accordance with sub clause 4.6.2 of the General Conditions of Contract. The Form of Performance Security (Form-D) provided in this Volume shall be used.

**FORM- A (PAGE 1 OF 3)**

**FORM OF TENDER**

- Note : i. The Appendix forms part of the Tender  
ii. Tenderers are required to fill up all the blank spaces in this form of Tender and Appendix.

Name of Work : As per clause 1.1.1 of NIT.

To,

Delhi Metro Rail Corporation Ltd.,  
5<sup>th</sup> floor, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi –110 001.

1. Having visited the site and examined the General as well as Special conditions of contract, CPWD specifications 1996 with updated correction slip, Special Specifications, Instructions to Tenderers, Preliminary Drawings and Addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, Tender Drawings and Addenda for the sum of .....  
..... (Amount in figures and words) for ..... **(Name of the work as per clause 1.1.1 of NIT)** may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 15 days of issue of the Engineer's order to commence and to complete the whole of the Works comprised in the Contract within **12 Months** calculated from the date of issue of the Letter of Acceptance, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.6.2 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 10.8.2 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

**FORM - A (PAGE 2 OF 3)**

7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract and that we have not breached or will be breaching the Clause 5.0 of General Conditions of Contract. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
9. We understand that you are not bound to accept the lowest or any tender you may receive.
10. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2011

Signature .....

Name..... in the capacity of .....

duly authorized to sign Tenders for and on behalf of.....

Address .....

Witness :

Signature :.....

Name :.....

Address :.....

FORM - A (PAGE 3 OF 3)

**APPENDIX TO THE FORM OF TENDER**

<b>S. No</b>	<b>DESCRIPTION</b>	<b>REF TO CLAUSE NO.</b>	
i.	Amount of Bank Guarantee as Performance Security	4.6.2 of General Conditions	10 percent of the Total Contract Price.
ii.	Minimum amount of Third Party Insurance		0.50 Million for any one incident, with no. of incidents unlimited.
iii	Date of "commencement" of work	10.1 of General Conditions of Contract	15 days from the date of issue of letter of acceptance (LOA) or as per letter of acceptance (LOA).
iv	Time of completion for the work from the date of "commencement" of the work	10.1 of General Conditions of Contract	<b>12 Months</b>
v.	Amount of liquidated damages in case of extension of completion date due to delays by the Contractor	10.8.2 of General Conditions of Contract	0.5% of Contract value of works for each week or part of week Contractor is in default, subject to maximum of 10% of Contract value
vi	Period of maintenance from the date of issue of "Completion certificate"	17.3.1 of General Conditions of Contract and 21 of Special Conditions of Contract	12 months

Date : .....

Place : .....

**Signature of Authorized Signatory**  
on behalf of Tenderer

**FORM - B (PAGE 1 OF 2)**

**FORM OF BANK GUARANTEE FOR TENDER SECURITY**

1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called “the Bank”) are bound unto Delhi Metro Rail Corporation Limited (hereinafter called “the Employer”) in the sum of Rs. .... for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS.....(Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated\_\_\_\_\_for ..... (Name of the work as per clause 1.1.1 of NIT) hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. .... as Tender Security against the Tenderer’s offer as aforesaid.

AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till ..... (date to be filled up) (up to 150 days from the date of tender).
- e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. **THE CONDITIONS OF THIS OBLIGATION ARE:**

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. if the Tenderer does not accept the correction of his tender price in terms of Clause 26.0 of the “Instructions to Tenderers”.

**FORM - B (PAGE 2 OF 2)**

- c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity :
  - i. fails or refuses to furnish the Performance Security in accordance with Clause 31.0 of the “Instructions to Tenderers” and/or
  - ii. fails or refuses to enter into a Contract within the time limit specified in Clause 30.0 of the “Instructions to Tenderers”.

We undertake to pay to the Employer mere on demand without demur upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

**Signature of  
Authorized Official of the Bank**

**Signature of Witness**

Name : .....

Address : .....

Name of Official .....

Designation .....

Stamp/Seal  
of the Bank .....

**FORM - C****PROFORMA FOR STATEMENT OF DEVIATIONS**

(Refer Clause 24.0)

1. The following are the particulars of deviations from the requirements of the Tender Specifications:

Sr.No	Clause	Deviations	Remarks (including justification)	Price adjustments for withdrawal of each deviation/s

2. The following are the particulars of deviations from the requirements of the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" :

Sr.No	Clause	Deviations	Remarks (including justification)	Price adjustments for withdrawal of each deviation/s

**Note :**

1. The Tenderer shall indicate price adjustment against each deviation, which he shall like to add to the tender price for withdrawing his deviations if the same are unacceptable to the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents, and/or terms and conditions of the tender, other than in Performa of Form-C, it will have no effect.

**Signature of Authorized Signatory  
on behalf of Tenderer**

**FORM - D (PAGE 1 OF 2)**

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

(Refer Clause 31.0 of “Instructions to Tenderers”)

1. This deed of Guarantee made this day of ..... (month & year) between Bank of..... (hereinafter called the “Bank”) of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the contract for ..... (Name of work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to ..... (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs.....(Amount in figures and words).
4. Now we the Undersigned ..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till ..... (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 17.3.1 of the “General Conditions of Contract”.)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

**FORM - D (PAGE 2 OF 2)**

- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
- 11. Notwithstanding anything contained herein:
  - a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
  - b) This Bank Guarantee shall be valid up to .....
  - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the ..... day of .....(month & year) being herewith duly authorized .

For and on behalf of the..... Bank.

**Signature of Authorized Bank official**

Name : .....

Designation : .....

Stamp/Seal of the Bank : .....

Signed, sealed and delivered for and on behalf of the Bank by the above named ..... in the presence of :

Witness 1.

Witness 2.

Signature .....

Signature .....

Name .....

Name .....

Address .....

Address .....

**FORM - E (PAGE 1 OF 2)**

**FORM OF CONTRACT AGREEMENT**

(Refer Clause 30.0 of “Instructions to Tenderers”)

This Agreement is made at New Delhi on the ..... day of ..... (month) 2010 Between Delhi Metro Rail Corporation Limited, 5th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 hereinafter called “the Employer” of the one part and ..... (Name & Address of Contractor) hereinafter called “the Contractor” of the other part. Whereas the Employer is desirous that (\*\* certain Goods and Services should be provided and) the Works should be executed, viz. ....(Name of work as mentioned under Clause 1.1 of NIT) hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works (\*\* as well as guarantee of such works) and the remedying of defects therein.

This agreement is signed between ..... (for and on behalf of the Employer) and ..... (for and on behalf of the Contractor).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. These documents shall be signed by..... (for and on behalf of the Employer) and ..... (for and on behalf of the Contractor).
  - a) Notice Inviting Tender (NIT)
  - b) Instructions to Tenderers (ITT)(Including Annexures)
  - c) Special Conditions of Contract (SCC)
  - d) General Conditions of Contract (GCC)
  - e) Conditions of contract on Safety, Health & Environment (SHE).
  - f) Structural Specifications
  - g) Tender Drawings
  - h) Bill of Quantities
  - i) Form of Tender with Appendix
  - j) Letter of acceptance (LOA)
  - k) Contractor’s proposal submitted along with the tender
  - l) Any other item as applicable

The modifications to the tender documents communicated through the Addenda (..... Numbers) issued to the tenderers at the time of tender have been incorporated in the consolidated contract documents. Hence, the Addenda (..... Numbers) are not included in the contract documents. Copies of the Addenda are available with the Employer, Contractor and Employer’s Representative. As and when required, they could be referred to and in case of any discrepancy between the corrections/modifications incorporated in the consolidated contract documents and the Addenda, the provision of the Addenda shall prevail.

**FORM - E (PAGE 2 OF 2)**

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\*..... and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of \*\*Rs ..... being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. **OBLIGATION OF THE CONTRACTOR**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. **JURISDICTION OF COURT**

The Courts at Kochi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

**Signature of the authorized official**

**Signature of the authorized official**

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

**SEALED, SIGNED & DELIVERED**

By the said .....(Name) on behalf of the Contractor in the presence of :

By the said .....(Name) on behalf of the Employer in the presence of :

Witness

Witness

Name : .....

Name : .....

Address : .....

Address : .....

**Note :**

\* To be made out by the Employer at the time of finalization of the Form of Agreement.

\*\* Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

\*\*\* To be deleted if not applicable

**FORM T-I (PAGE 1 OF 2)****GENERAL INFORMATION OF TENDERER**

(Refer clauses 2.2.1, 2.2.2 &amp; 2.2.3.)

A. TENDERER INFORMATION SHEET		
Tenderer' s Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium	
In case of single entity, ownership & control of the Tenderer		
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderer's actual or intended country of constitution		
Tenderer's legal address, telephone numbers, fax numbers, email address)		
Tenderer's authorized representative or person-in-charge in case of JV/Consortium (name, designation, address)		
<p><b>ATTACH ATTESTED COPIES OF FOLLOWING ORIGINAL DOCUMENTS DULY CERTIFIED BY CHARTERED ACCOUNTANTS:</b></p> <ul style="list-style-type: none"> <li>• Document in support of legal status and ownership &amp; control of the tenderer or each member in case of JV/Consortium (undertaking for sole proprietorship / partnership deed / Memorandum &amp; Articles of Association).</li> <li>• In case of JV/Consortium, submit MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</li> <li>• Authorization/POA in favour of authorized representative of tenderer to represent the tenderer, and also in favour of authorized representative of each member in case of JV/Consortium.</li> </ul>		

**FORM T-I (PAGE 2 OF 2)**

B. JV/CONSORTIUM MEMBER INFORMATION	
<b>MEMBER - 1</b>	
JV/Consortium Member's Legal Name	
Legal status of the JV/Consortium Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company
Ownership & control of the JV/Consortium Member	
JV/Consortium Member's country of constitution	
JV/Consortium Member's legal address, telephone numbers, fax numbers, email address)	
JV/Consortium Member's authorized representative (name, designation, address)	
<b>MEMBER - 2</b>	
JV/Consortium Member's Legal Name	
Legal status of the JV/Consortium Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company
Ownership & control of the JV/Consortium Member	
JV/Consortium Member's country of constitution	
JV/Consortium Member's legal address, telephone numbers, fax numbers, email address)	
JV/Consortium Member's authorized representative (name, designation, address)	

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER**

**FORM T-II**

**EXPERIENCE RECORD OF SUB-CONTRACTORS**

(Refer Clause 9.1.2 a)

**DELETED**

## Form T-III

**RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL**  
(Refer Clause 9.1.2 b)

S. NO.	KEY POSITION/ DESIGNATION	REQUIREMENTS OF PROJECT PERSONNEL	
		NOS.	QUALIFICATION AND EXPERIENCE
1.	Project Manager	1	Graduate in Civil Engg with 10 years of Experience in relevant field
2.	Civil Engineer	2	Graduate / Diploma in Civil Engg with 5 years of Experience in relevant field.
3.	Planning & Quality Assurance Specialist	1	Graduate / Diploma in Civil Engg with 3 years of Experience in relevant field.
4.	Safety Officer	1	Graduate / Diploma in Construction Safety with 3 years of Experience in relevant field.

**NOTE:**

- i) Deployment of the Project Personnel shall be as per actual requirement from time to time to be approved by the Engineer.
- ii) The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer.
- iii) Minimum level of shift in-charge should be senior engineer with 5 years of field experience in concerned area of activity.

**UNDERTAKING:**

- i) We confirm to deploy project-personnel required to achieve progress of work as per approved construction works programme.
- ii) We confirm to deploy manpower requirement of SHE Organization as required under Conditions of Contract on Safety, Health & Environment (SHE) version 1.2., and also confirm to deploy manpower over and above the minimum numbers, if the work requires so.

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER**

**FORM T-IV**

**PROPOSED SITE ORGANISATION**

(Refer Clause 9.1.2 c)

SITE ORGANISATION CHART WITH NARRATIVE DESCRIPTION ALONG WITH RELATIONSHIP BETWEEN HEAD-OFFICE AND SITE MANAGEMENT:

**(Indicate clearly distribution of authority and responsibility between Head Office and Site Management.)**

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER**

**FORM T-V**

**RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS**

(Refer Cause 9.1.2 d)

**DELETED**

**FORM T-VI**

**TECHNICAL PROPOSAL**

(Refer Clause 9.1.2 e)

**DELETED**

**FORM T-VII**

**PAGE 1 OF 1**

**QUALITY ASSURANCE PLAN**

[Refer Clause 9.1.2 (f)]

1. The tenderers shall submit their corporate quality policy document duly signed by the corporate head or authorized person.
2. The tenderers shall submit an OUTLINE Quality Plan, illustrating the intended means of compliance as per DMRC stringent quality requirements and setting out in summary form an adequate basis for the development of the more detailed document. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the tenderers Quality objectives with regard to the requirements of the contract and shall, as a minimum, address the quality system elements as required by ISO 9001 – 1994 – “Model for Quality Assurance in Design, Development Procurement, Installation and Servicing”. Details of the quality assurance system and organization to enforce the same (Tenderer may furnish the details in a narrative form).
3. The contractor shall also associate for the checks conducted by DMRC / nominated agencies for the QA and take necessary steps for improvement/ confirmation.

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER**

**FORM T-VIII**

**SAFETY, HEALTH AND ENVIRONMENT PLAN**

[Refer Clause 9.1.2 (g)]

1. The tender shall submit as part of his tender an Outline Safety, Health and Environmental Plan separately illustrating the intended means of compliance with Clause 5.0 of Special Conditions of Contract and as per Conditions of Contract on Safety, Health and Environment Manual (SHE Manual) of the Employer, setting out in summary form an adequate basis for the development of the more detailed document to be submitted under sub clause (iv) of this clause. The Outline Safety, Health and Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Employer's Safety, Health and environmental objectives with regard to the requirement of the contract.
2. The Outline Safety, Health and Environmental Plan shall be headed with a formal statement of policy in relation to Safety, Health and Environmental Management separately and signed by their corporate head or authorized representative. The Outline Safety, Health and Environmental Plan shall include the methods and procedures for ensuring Safety, Health and Environment Impact monitoring of works under the contract.
3. The Site Safety, Health and Environmental Plan shall include detailed policies and procedures which when implemented, will ensure compliance with Clause 5.0 of Special Conditions on Contract and SHE Manual of the Employer.
4. The contractor should associate themselves with any Safety checks undertaken by the Employer or any agency nominated by it for Safety and take necessary steps for improvement / confirmation.

**SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER**

## APPENDIX I

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER**  
(Clause 18.3 of ITT)

Sl. No.	Document	Reference to Clause No.	YES / NO / NA
<b>TECHNICAL PACKAGE (Envelop 1 &amp; 2) :</b>			
<b>Envelop-1</b>			
1.	Tender security (Original & Photocopy of Original)	9.1.1 (a) & 13.0	
<b>Envelop-2</b>			
<b>Folder -1 (Original)</b>			
1.	All Tender documents	9.1.1 (b)	
2.	All Addendums		
<b>Folder -2 (Original &amp; Photocopy of Original)</b>			
1.	Statement of deviations from Tender Documents (Form - C)	9.1.1 (c)	
2.	Annexure-1 : Work Experience -I	9.1.1 (d) (i)	
3.	Client's Completion Certificates (Work –I)		
4.	Annexure-1 : Work Experience –II		
5.	Client's Completion Certificates (Work –II)		
6.	Annexure-1 : Work Experience -III		
7.	Client's Completion Certificates (Work –III)		
8.	Annexure-2 : Financial Data (duly certified by CA)		9.1.1 (d) (ii)
9.	Annexure-3A : Financial Data (duly certified by CA)	9.1.1 (d) (iii)	
10.	Annexure-3B : Financial Data (duly certified by CA)	9.1.1 (d) (iii)	
11.	Annexure-4 :Undertaking for not Blacklisted	9.1.1 (d) (iv)	
12.	Annexure-5 :Undertaking for corrupt & Fraudulent Practice	9.1.1 (d) (v)	
13.	Kerala Value Added Tax Registration Certificate	9.1.1 (e)	
14.	General Information of Tenderer (Form T-I)	9.1.1 (f)	
15.	Document in support of legal status and ownership & control of the tenderer or each member in case of JV/Consortium (undertaking for sole proprietorship / partnership deed / Memorandum & Articles of Association)	9.1.1 (f)(i)	
16.	MOU/Agreement for consortium / joint venture	2.2.2 & 9.1.1(f) (ii)	
17.	Authorization/POA in favour of authorized person signing on behalf of the tenderer(including authorization in favour of person issuing POA/authorization)	2.2.3& 9.1.1(f) (iii)	
18.	Power of attorney in favour of authorized person of each member in case of Joint Venture/ Consortium(including authorization in favour of person issuing POA)	2.2.3 &9.1.1(f) (iv)	
19.	Resources Proposed for the Project – Personnel (Form T-III)	9.1.2 (b)	
20.	Site Organisation chart (Form T-IV)	9.1.2 (c)	
21.	Quality Assurance Plan (Form T-VII)	9.1.2 (f)	
22.	Safety, Health and Environment Plan (Form T-VIII)	9.1.2 (g)	
<b>FINANCIAL PACKAGE : (Envelop-3) (Original &amp; Photocopy of Original)</b>			
1.	Form of Tender and Appendix thereof (Form-A)	9.2.1 (a)	
2.	Bill of Quantities	9.2.1 (b)	
<b>NOTE: Tenderer shall submit the documents properly placed in folders, duly indexed giving flag / page no. for each document.</b>			