



DELHI METRO RAIL CORPORATION LIMITED

**CONSTRUCTION OF VIADUCT INCLUDING RAMP FOR BADARPUR-
FARIDABAD CORRIDOR OF DMRC**

CONTRACT NO: CC-06

TENDER DOCUMENTS

VOLUME 1

**NOTICE INVITING TENDER (NIT)
FORM OF TENDER (FOT)
INSTRUCTION TO TENDERER (ITT)**

**DELHI METRO RAIL CORPORATION LTD.
5thFloor, A-Wing, Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi –110 001**

CONTRACT NO: CC-06
TENDER DOCUMENTS

VOLUME 1

NOTICE INVITING TENDER

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NOTICE INVITING TENDER (NIT)**1.1 GENERAL****1.1.1 Name of Work:**

Delhi Metro Rail Corporation (DMRC) Ltd. invites Open tenders from eligible applicants, who fulfil *qualification criteria* as stipulated in clause 1.1.3 of NIT, for the work, “**Contract CC-06 : Construction of Viaduct including Ramp for Badarpur-Faridabad Corridor of DMRC.**” The brief scope of the work and site information is provided in NIT clause 2.0 & Technical Specifications (Volume –2).

1.1.2 Key details:

Approximate Cost of Work	INR 400.00 Crores
Tender Security Amount	INR 4.00 Crores
Completion period of the Work	20 (Twenty) Months
Tender Documents on Sale	From 09/09/2011 to 16/09/2011 (between 09:00 Hrs to 17:30 Hrs) on working days
Cost of Tender Documents	INR 21,000/- (inclusive of 5% VAT) (Demand Draft in favour of “Delhi Metro Rail Corporation Ltd”) payable at New Delhi.
Last Date of Seeking Clarification	21/09/2011 (up to 11:00 hrs)
Pre-bid Meeting	27/09/2011 at 11:00 Hrs.
Date of issuing addendum	03/10/2011
Date & Time of Submission of Tender	18/10/2011 (up to 15:00 hrs)
Date & Time of opening of Tender	18/10/2011 at 15:05 hrs
Authority and Place for purchase of Tender Documents, seeking Clarifications, Pre-bid meeting and Submission of completed tender documents & Opening of tender	Chief General Manager (Tender), Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001

1.1.3 QUALIFICATION CRITERIA :**1.1.3.1 Eligible Applicants :**

The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed as under:

- i. 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 non-Indian firm is permitted to tender only in a consortium arrangement or Joint

Venture with their wholly owned Indian subsidiary registered in India under Companies Act -1956 or any other Indian firm having minimum participation interest of 26%.

- iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest in this tender process shall be disqualified. Tenderers shall be considered to have a conflict of interest, if:
 - (a) One firm applies for tender both as an individual firm and in a Group.
 - (b) If Tenderers in two different applications have controlling shareholders in common.
 - (c) Submit more than one application in this tender process.
 - (d) If the Tenderer has participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of this tender.
- 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 in case of 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.
- v. Tenderer must not have been blacklisted or deregistered by any central / state government department or public sector undertaking. Also no work of the tenderer must have been rescinded by client after award of contract during last 5 years. The tenderer should submit undertaking to this effect in Performa of **Annexure-4**.
- vi. The Tenderer must confirm and declare in the tender submittal (in Performa of **Annexure-5**) that they, or any associate, have not engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.
- vii. Tenderer (any member in case of JV/consortium) must not be involved in frequent litigations during last 5 years. If otherwise, then the reasons and the details for the same need to be submitted. The tenderer need to submit an undertaking in this regard.
- viii. Tenderer(any member in case of JV/consortium) must not have paid liquidated damages of 10% or more of the contract value in a contract due to delay or must not have been penalised due to any other reason during last five years. If otherwise, then the reasons and the details for the same need to be submitted. The tenderer need to submit an undertaking in this regard.
- ix. Tenderer(any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. If otherwise, then the reasons and the details for the same need to be submitted. The tenderer need to submit an undertaking in this regard.

1.1.3.2 Eligibility Criteria for the tenderers is given below :

A) Work Experience : The tenderers will be qualified only if they have completed work(s) during last **seven (7)** years ending **30.09.2011** as given below :

- (i) At least one single work of similar nature (**i.e works of construction of Viaduct/ Bridge/Flyover having super structure as pre-stressed concrete using precast member/ elements including its casting, transportation & launching/erection etc. complete in all respect**) of total value of **INR264.00 crore or more, 'OR'**
- (ii) Two different works of similar nature (**i.e works of construction of Viaduct/ Bridge/Flyover having super structure as pre-stressed concrete using precast member/ elements including its casting, transportation & launching/erection etc. complete in all respect**) each of total value of **INR165.00 crore or more, 'OR'**
- (iii) Three different works of similar nature (**i.e works of construction of Viaduct/ Bridge/Flyover having super structure as pre-stressed concrete using precast member/ elements including its casting, transportation & launching/erection etc. complete in all respect**) each of total value of **INR132.00 crore or more.**

Notes :

- (a) The tenderer shall submit details of work executed by them in the Performa of **Annexure-1** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. ***The offers submitted without this documentary proof shall not be evaluated.*** In case the work is executed for private client, copy of work order, bill of quantities, billwise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- (b) Value of successfully completed portion of any ongoing work up to **30.09.2011** will also be considered for qualification of work experience criteria.
- (c) For completed works, value of work done shall be updated to **30.09.2011** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.
- (d) In case of joint venture / consortia, full value the work, if it was done by the same joint venture or the entire work was done fully by any of the substantial member, shall be considered. If the work was done in other JV formation, the value in proportion of the participation in that JV by the member (only substantial member) shall be considered. No evaluation of work done by any non-substantial member shall be done.

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

- (i) **T₁- Working Capital** (Liquidity and Bankers References): Working Capital (Net Cash Flow) of the tenders during last audited financial years should be **≥INR34.00crores.**
 - In case of JV/consortium, the requirement of working capital is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.
 - For example, Let member-1 has percentage participation=M and member-2 has percentage participation=N. If minimum working capital required is 'W' then

working capital required of member-1 $\geq (W.M)/100$ and working capital required of member-2 $\geq (W.N)/100$.

- (ii) **T₂- Profitability** : Profit before Tax should be Positive in at least 2 (two) years, out of the last five financial years.
- In case of JV/consortium, the profit before tax of the lead member of the JV/consortium will be considered. The Profitability of only lead member shall be evaluated.
- (iii) **T₃ - Net Worth**: Net Worth of tenderer during last audited financial year should be \geq **INR 48 crores**.
- In case of JV/consortium, the net worth will be based on the percentage participation of each member.
- (iv) **T₄ - Annual Turnover** : The average annual turnover from construction works of last five financial years should be \geq **INR 192.00crores**.
- In case of JV/consortium, the average annual turnover will be based on the percentage participation of each member.

Notes :

- a) Financial data for latest 5 years has to be submitted by bidders along with the audited Balance Sheets. In case audited Balance Sheet of the last Financial Year i.e. 2010-11 is not made available by the bidder, he has to submit an affidavit certifying that the Balance Sheet for the financial year 2010-11 has actually not been audited so far along with Statuary Auditor's certificate in this regard. In such a case the financial data of previous 4 years i.e. 2006-07, 2007-08, 2008-09 & 2009-10 will be taken into consideration for evaluation.
- b) Foreign Tenderers, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2006, 2007, 2008, 2009 and 2010.
- c) **If Audited Balance Sheet of any other year than the last financial year is not submitted, the application will be considered as Non-responsive.**
- d) For completed works, value of work done shall be updated to 31.03.2011 price level assuming 5% inflation for Indian Rupees every year (compounded annually) and 2% for foreign currency portions per year(compounded annually).

1.1.3.3 Bid CapacityCriteria :

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

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

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to 31.03.2011 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

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

B = Value of existing commitments (**as on 30.09.2011**) for on-going construction works during period of **20 months** w.e.f.**01.10.2011**.

Notes :

- (e) Financial data of the construction work done for latest last five financial years has to be submitted by the tenderer in **Annexure-3A** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature.
- (f) Value of existing commitments for on-going construction works during period of **20 months** w.e.f.**01.10.2011** has to be submitted by the tenderer in **Annexure-3B**. These data shall be certified by the Chartered Accountant with his stamp and signature.
- (g) In the case of joint venture / consortia, bid capacity of each member will be computed applying above formula and combined bid capacity of the joint venture / consortia will be weighted average of the individual bid capacity of the members as per their percentage participation.

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

1.1.3.4 The Tender documents consist of:

Volume 1

Notice Inviting Tender (NIT)
Instructions to Tenderers (ITT)
Special Conditions of Contract (SCC)

Volume 2

Technical Specifications
Employer's Requirement

Volume 3

Reference Document - Geotechnical Report
Reference Document - Design Basis Criteria

Volume 4

Bill of Quantities (BOQ) & Schedule of Payment

Volume 5

General Conditions of Contract (Design & Build)
Condition of Contract on Safety, Health & Environment (SHE Ver. 1.2)

Volume 6

Tender Drawings

- 1.1.4 The contract shall be governed by the documents listed in para 1.1.3.4 above and CPWD, MORTH & IRC Specifications. CPWD, MORTH & IRC Specifications may be purchased from the market.
- 1.1.5 The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Chief General Manager (Tender), Delhi Metro Rail Corporation, 5th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001.

- 1.1.6 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause 24.0 of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.7 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 1.1.8 Tenders shall be valid for a period of **120 days** from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per form B in the form of a Bank Guarantee from Scheduled Commercial Bank in India.
- 1.1.9 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

**Chief General Manager (Tender)
Delhi Metro Rail Corporation Ltd**

SCOPE OF WORK

The work content against the item wise rate (as per BOQ) of the work involves Construction of the complete structure/guide way of elevated viaduct between **Badarpur** to **YMCA Chowk, Faridabad** as given in the drawings, for U type Girder Standard Gauge, twin Metro rail. All the Design of permanent Works is being undertaken by a Designer under arrangement of DMRC, while all non structural works and E&M works including Equipment, pumps, Lifts/escalators, architectural finishes, tracks, signalling, power and rolling stock will be in the scope of other contracts of DMRC. Broad scope of work of Civil Contractor is given below:

1.2.1 Viaduct

1.2.1.1 Detailed survey of the alignment for viaduct, for fixing span configuration, as per GAD and casting, transporting, launching & Construction of following major components of viaduct and related works:

- | | |
|--------|---|
| (i) | Pile foundation with hydraulic rotary piling rigs for viaduct. |
| (ii) | Pile cap including leveling course. |
| (iii) | Pier and pier cap as per the standard shape and finishes |
| (iv) | Cantilever piers, portal piers, U Girders and portal beam at locations shown in the GAD |
| (v) | Crash barrier |
| (vi) | Elestomeric bearings on standard spans including bearing pedestals, |
| (vii) | Precast pier caps on the piers and transport, lifting, launching, fixing & Prestressing on the piers. |
| (viii) | Railing (optional) and cable ducts |
| (ix) | Inserts for track plinth (Track plinth is not in the scope of this work) |
| (x) | Expansion joint |
| (xi) | Man holes with manhole covers |
| (xii) | Earthing arrangement, drainage system, inserts for OHE/ signalling masts in parapets. |
| (xiii) | Utility diversions |
| (xiv) | Tree cutting and transplantation. |

1.2.2 Station – Deleted

1.2.3 Contractors are requested to go through the tender drawings in details as the works mentioned above and as indicated in the tender drawings would be considered inclusive in the scope of work.

1.2.4 In addition to the foregoing, the scope of works shall include but not limited to the following:

a. Alignment plans (both vertical and horizontal) and typical pier locations would be provided by the DMRC to the Contractor. Utility identification at foundation location will be done by the Contractor and in case utility(ies) is encountered or obligatory requirements are to be met, the Contractor would bring it into the notice of Engineer, who may change the span configuration at such location out of the standard spans configuration provided in the tender drawing to save the utility (ies) or to meet the obligatory requirements within the accepted price by Engineer. The shifting of the utility(ies) would be undertaken only in exceptional circumstances where in the opinion of the Engineer no other option is available. Cost of such utility shifting will be paid separately under relevant item of BOQ.

b. The contractor shall liaise with Local authorities like Forest Department, National Highway Authority of India, CPWD, PWD, HUDA, Water, Electricity and Telephone service providers, etc. regarding cutting/ transplantation of trees, dismantling of roads, shifting of utilities/supporting of utilities as the case may be and Traffic Police regarding traffic management during launching and getting all necessary permissions and clearances.

c. Site clearance and dismantling of obstructions etc., before commencement of work as specified or as directed;

d. Preparing working drawings for various components of the works and obtaining approval in respect thereof from the Engineer, inclusive of incorporation of all modifications, alterations, changes, etc. that may be required to be carried as directed;

e. True and proper setting out and layout of the Works, bench marks and provision of all necessary labour, instruments and appliances in connection therewith as specified or as directed;

f. The OHE & signalling structures themselves are excluded from the scope of the tender, but civil works required for fixing the structures such as inserts are included, and shall be done in co-ordination with the DMRC. The necessary arrangements shall form part of the total work;

g. Conducting load test on piles as per IS-2911-Part IV and girders as per IRS-CBC-1997;

h. All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed;

i. The Contractor has to ensure cleanliness of the roads and footpaths by deploying man power for the same. The Contractor shall have to ensure proper brooming, cleaning and washing of roads and footpaths on all the times through out the entire stretch till the currency of the contract including disposal of sweepage. Nothing extra shall be payable on this account;

j. Day to day cleaning of worksite throughout the execution period.

k. Clearing of site and handing over of all the Works, as specified or as directed;

l. Maintenance of the completed Work during the period as specified;

m. Submission of completion (i.e. 'As-Built') drawings and other related documents as specified;

1.2.5 Any other item of work as may be required to be carried out for completing the construction of elevated structure of specified length including all necessary interfaces works in all respects in accordance with the provisions of the Contract and/or to ensure the structural stability and safety during and after construction.

The value of the work shall be on item rate basis as accepted in letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.

1.2.6 Traffic Management

The Contractor shall make the detailed traffic diversion plans in consultation with Faridabad Traffic Police and NHAI. The work is to be executed with proper liaison with Faridabad Traffic Police and NHAI. Necessary assistance will be given by DMRC. The scheme should be such that preferably two lane of traffic on each direction of the road should be available for the smooth flow of traffic unless otherwise specific scheme is agreed by traffic police and approved by DMRC. The Contractor should inspect the site. The Contractor shall also strengthen the road where the diversions are planned by widening, repairing to the road surface and cutting of trees/transplanting (as required), etc.

1.2.7 As per BOQ, Contractor shall be responsible for tree cutting and (or) transplantation along the alignment. Permission for cutting/transplantation will be arranged by DMRC (this will not absolve the Contractor from his responsibility of obtaining the permission and necessary liaisoning with the Forest Department).

1.2.8 Demolition of RCC framed structures, brick masonry buildings including basement etc as existing at site without making damage to adjacent structures, utilities and taking away all the debris and released materials etc.

1.2.9 Traffic barricade with blinker, reflective tapes and other necessary traffic signage should be provided wherever required as per detailed plan. Temporary traffic diversion for smooth flow of traffic will be provided during construction including necessary traffic signs, repairs to diverted route/services lanes if required. Traffic marshals shall be deployed for the period of diversion to guide the road users and to avoid traffic congestion. Restoration of diverted route in original condition etc. shall be done by Contractor.

1.2.11 Road works, landscaping, utility diversions, and other miscellaneous works to be paid under shall be confirmed.

1.2.12 Utilities

1.2.12.1 Utility identification at foundation locations will be done by the contractor and in case utility(s) is encountered or obligatory requirement is to be met out, the contractor shall inform Engineer for change in configuration at such location out of the standard spans configuration provided in the tender drawing to save the utility(ies) or to meet obligatory requirements within the accepted price

. Shifting of utility(ies) would be done only in exceptional cases where in the opinion of the Engineer no other option is available. Contractor shall be paid for diverting the utilities under Scheduled rate of BOQ. No payment shall however be made for supporting the utilities during course of work.

1.2.12.2The utilities are to be diverted with proper liaison and approval of the utility owning agencies. The utilities which are not be diverted but require supporting, proper supporting be done so that they are not damaged along their branches. Precautions to be taken while handling the utilities are mentioned as under;

(i) Utilities must not be damaged at any cost. If due to some or the other reason, mishap occurs, it should be rectified immediately by the Contractor at his own cost under intimation of DMRC.

(ii) Till rectification of the damaged trunk sewers, the Contractor shall arrange substitute arrangement for sewer pumping and its disposal as per directions of HUDA and municipal corporation of Faridabad as the case may be. The similar arrangement be done for other utility.

(iii) The manholes of Trunk(T)/Sewers should not be covered under the extended portion beyond the structure (crushing barrier), etc. as these may create hindrances to the annual de-silting/cleaning of sewer lines.

(iv) Sufficient distance of foundation from outer edge of T/ Sewers be kept in view of further maintenance/Safety of T/Sewers.

(v) The covers of manholes are saved from heavy machinery movement to avoid any accident/Slippage of debris in manholes etc into the T/Sewers which may cause blockage of lines. In case of damage of manhole cover & frame the same shall be replaced immediately by the Contractor at his own cost.

(vi) Manholes of the trunk sewer should be kept freely accessible for cleaning and removal of blockages and debris should not be dumped over these manholes.

(vii) Branch sewer connections which are connected with the T sewers should also be taken care of. If the same are damaged, the same should be restored immediately on priority.

1.2.12.3 The construction of structures will have to be planned in such a manner that they do not obstruct or interfere with the existing roads/railways and other utilities. Where work is required to be carried out at locations adjacent to such roads/railways, utilities, structures, monuments etc. suitable safety and protection arrangements will have to be ensured for which nothing extra will be payable. It should be ensured that no damage is caused to any such element and Engineer/ Employer shall be indemnified against such damage at no extra cost.

1.2.13 Geotechnical Investigation Report

Results of the sub surface investigations conducted at the project site are enclosed with the tender document. The information about the soil and sub soil water conditions is being made available to the contractor in good faith and the contractor is advised to obtain results independently as may be considered necessary by him before quoting rates in the tender.

No claims whatsoever on account of any discrepancy between the sub surface conditions that may be actually encountered at the time of execution of work and those given in these tender documents shall be admissible to the contractor under any circumstances whatsoever.

1.2.14 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, IRS/IRC Codes, CPWD Specifications, Morth specifications and other relevant codes/ specifications as applicable.

ANNEXURE-1**WORK EXPERIENCE****NAME OF THE TENDERER (CONSTITUENT MEMBER IN CASE OF JV/CONSORTIUM) :**

1. Name of work	
2. Agreement / contract No.	
3. Client	
4. Scope / Nature of work	
5. Date of start	
6. Stipulated date of completion	
7. Actual date of completion	
8. Total value of work done on completion (up to 30.09.2011 in case of works in progress)	
9. Value of work done of component of similar (<i>i.e works of construction of viaduct which may include station along with viaduct /bridge/flyover etc.</i>)	
10. Ref to client's completion certificate	

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. ***In case the work is executed for private client, copy of work order, bill of quantities, billwise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.***

ANNEXURE- 2**FINANCIAL DATA****(FINANCIAL STANDING)**

Tenderer's legal name Date

JV/consortium Member's legal name..... Page of pages

Each Tenderer or member of a JV must fill in this form separately

(All figures in INR in crores)

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)					
		Year 2006-07	Year 2006-07	Year 2007-08	Year 2008-09	Year 2009-10	Year 2010-11
1.	Total Assets						
2.	Current Assets						
3.	Total External Liabilities						
4.	Current Liabilities						
5.	Annual Profits Before Taxes						
6.	Annual Profits After Taxes						
7.	Net Worth[= 1- 3]						
8.	Working Capital[=2 - 4]						
9.	Return on Equity						
10	Annual turnover (from construction)						
11	Gross Annual turnover						

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Tenderer or member in case of JV, and not sister or parent company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign Tenderers, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2006, 2007, 2008, 2009 and 2010.
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature & stamp.

ANNEXURE- 3A**FINANCIAL DATA**

(CONSTRUCTION WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER (CONSTITUENT
MEMBER IN CASE OF JV/CONSORTIUM) :

(All amounts in Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Latest Last 5 Audited Financial Years					
		Year 2005-06	Year 2006-07	Year 2007-08	Year 2008-09	Year 2009-10	Year 2010-11
1	2	3	4	5	6	7	8
	Total value of <i>construction work done as per audited financial statements</i>						

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his signature & stamp.
5. The above financial data will be updated to 31.03.2011 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.

ANNEXURE- 3B**FINANCIAL DATA****(EXISTING COMMITMENTS FOR ON-GOING CONSTRUCTION WORKS)**

NAME OF THE TENDERER (CONSTITUENT MEMBER IN CASE OF JV/CONSORTIUM) :

(All amounts in Rupees in Crores)

Name and brief particulars of contracts for ongoing construction works	Contract Value	Value of balance work yet to be done (as on 30.09.2011)	Estimated Completion Date	Value of existing commitments for on-going construction works during period 20 months w.e.f. 01.10.2011 to 31.05.2013	
				2011-12 (01 st December, 2011 – 31 st March, 2012)	2011-12 (01 st April, 2012 to 31 st May, 2013)
1	2	3	4	5	6
TOTAL (FOR ALL ONGOING WORKS)					

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Tenderer or member in case of JV/Consortium should provide information on their current commitments for all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued even if completion of such works spills over beyond completion period of this contract.
3. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his signature & stamp.

ANNEXURE- 4

UNDERTAKING FOR NOT BLACKLISTED

We do hereby undertake that we have not been blacklisted or deregistered by any central / state government department or public sector undertaking and also that none of our work was rescinded by the client after award of contract during last 5 years.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

NOTE:

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

ANNEXURE- 5

UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

NOTE:

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