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DELHI METRO RAIL CORPORATION LTD.

CONTRACT NO: OCP-935

***Track Maintenance L-8 (BCGN-JPW) including Kalindi Kunj Depot
and Airport Express Line (New Delhi to Dwarka Sect-21) including
Dwarka Depot of Delhi Metro Network***

NOTICE INVITING TENDER (NIT)

TENDER DOCUMENTS

DELHI METRO RAIL CORPORATION LTD.

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

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NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Delhi Metro Rail Corporation Ltd. invites Open e-tender through e-tendering system (i.e. Technical and Financial bid) from eligible applicants who fulfil qualification criteria as stipulated in clause 1.2 of NIT for Contract: **OCP-935:-** Track Maintenance of L-8 (BCGN-JPW) including Kalindi Kunj Depot and Airport Express Line (New Delhi to Dwarka Sect-21) including Dwarka Depot of Delhi Metro Network. The brief scope of the work and site information is provided in ITT clause A1.1.

1.1.2 The key details are as follows:

a.	Name of Work	Contract: OCP-935:- Track Maintenance of L-8 (BCGN-JPW) including Kalindi Kunj Depot and Airport Express Line (New Delhi to Dwarka Sect-21) including Dwarka Depot of Delhi Metro Network.
b.	Approximate Cost of work	Rs. 536.83 Lakhs (Inclusive of all)
c.	Tender Security Amount* (Earnest Money Deposit)	<u>Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per Annexure-4 of ITT at the time of online bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.</u>
d.	Cost of Tender Documents* (Non-Refundable)	Rs. 23,600 (inclusive of 18% GST) Non-Refundable (Payment of cost of tender document / tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC for payment of cost of tender document is mentioned in clause 1.1.2(p) of NIT. The bidders will be required to upload the scanned copies of transaction of payment of tender document cost/ tender fee including e-receipt (clearly indicating UTR No. & Tender reference i.e. OCP-935 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)
e.	Tender Document available for sale on website	From 10.06.2021 to 12.07.2021 (upto 14:00 hrs) on e-tendering website https://eprocure.gov.in/eprocure/app Tender document can only be obtained after registration of tenderer on the website https://eprocure.gov.in/eprocure/app .
f.	Last date of Seeking Clarification	21.06.2021 (upto 17:00 Hrs) (Queries shall be submitted online through e-tendering portal against the respective tender)
g.	Pre-bid Meeting	22.06.2021 at 11:30 Hrs The pre bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex, Microsoft Teams etc. All Prospective bidder shall provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least 24 hours before the meeting (latest by 11:30 Hrs on 21.06.2021) to the registered email of DMRC i.e. cetenderonm@dmrc.org , so that link having details such as software, meeting ID, password etc. can be mailed to these person preferably 12 hours before the scheduled pre-bid meeting.

h.	Last date of issuing amendment, if any	30.06.2021		
i.(i)	Tender submission Start Date and Time (online)	06.07.2021 (from 09:00 Hrs)		
i.(ii)	Tender submission end Date and Time (online)	12.07.2021 (Up to 14:00Hrs)		
j.	Date & Time of opening of Tender (Technical Bid) (online)	13.07.2021 at 14:30 Hrs.		
k.	Date & Time of opening of Financial Bid	Will be informed later on after the evaluation of Technical bids (Only to the bidders who will successfully qualify the Technical Evaluation)		
l.	Validity of Tender	180 days from the last date of submission of tender.		
m.	Stipulated date of Commencement of work	Within seven days from the date of issue of "Letter of Acceptance" or as per the instructions of Engineer.		
n.	Completion Period	03 (Three) Years		
o.	Authority and place for submission of tender cost & required documents (if any) and seeking clarifications on tender documents	CE/Tender (O&M), Delhi Metro Rail Corporation Ltd., 5th Floor, C-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001		
p.	To facilitate payment of Tender Fee through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:			
	Name of Bank	Bank's Address	Account Name & No.	Account Type
	Punjab National Bank	ECE House Branch, Connaught Place, New Delhi -110001	DMRC Ltd. O&M Expenditure A/C, 1120005800000032	Current
				IFSC code
				PUNB0112000

1.2 QUALIFICATION CRITERIA

1.2.1 Eligible Applicant

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in the MOU/JV agreement submitted by the bidder in terms of clause 1.2.1 vii (d).

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV, may be completed by other member(s) of JV in the following manner:

- At their own, if they have adequate technical competence to the satisfaction of Employer.
- By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the defaulting member(s) & without any financial implication to the Employer. The new member(s) shall be jointly & severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount

equivalent to the amount of forfeited amount of Performance security of defaulting member.

In case of (a) & (b) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium. Further, the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes. In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format **Appendix-5A of Form of Tender.**

- ii (a) A non-Indian bidder (not restricted as defined in clause 1.2.1.x below) is permitted to tender only in a joint venture or consortium arrangement with firms that are registered or incorporated in India with minimum participation interest of 74% or their wholly owned Indian subsidiary registered in India under Companies Act-2013 with minimum 74% participation. Indian contractor/Indian subsidiary to be lead member of JV/Consortium
- ii (b) A tenderer shall submit only one bid in the particular tendering process, either individually as a tenderer or as a partner of a JV/ Consortium. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually or as a partner of a JV/ Consortium in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iii Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project; or
 - (b) A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub-paragraph (a) above; or
 - (c) A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.
- v (a) DMRC/ any other Metro Organization (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Appendix-5 of Form of Tender.
- v (b). Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by DMRC/ any other Metro Organization (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium, members. The tenderer should submit undertaking to this effect in Appendix-5 of Form of Tender.
- v (c). The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the ongoing similar Works awarded by DMRC/any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of Work and also for all the completed Similar Works awarded by DMRC/any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work, executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in Appendix- 11 of the Forms of Tender. The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of work with respect to completion of work/execution of work (for ongoing works) failing which their

tender submission shall not be evaluated and the tenderer shall be considered non-responsive and noncompliant to the tender conditions. In case of non-submission of either satisfactory performance certificate from Client/ Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix- 11. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for the on-going Works. In case the tenderer does not have any work falling in above criteria, his performance will not be judged unsatisfactory.

- v (d). Tenderer (including any member in case of JV/consortium) for the work awarded by DMRC / any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any *Civil Engineering* works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in the Appendix-5 (para-5) of Form of Tender.
- v (e). If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the Appendix-5, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.2.1 of NIT.
- v (f). If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-5 and/or Appendix-2, the same will be considered as "fraudulent practice" under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b), (c) & 13.2.1 of GCC.
- vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The tenderer should submit undertaking to this effect in the Appendix-5 (para-6) of Form of Tender
- vii. **LEAD PARTNER/NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM**
- a. Lead partner must be a substantial partner in the JV/Consortium i.e. it should have a minimum of 26% participation in the JV/Consortium. **Each substantial partner in case of JV/Consortium shall have experience of executing at least one "similar work" ** of value of Rs. 71.58 lakhs or more in last 05 years as defined in clause 1.2.2 (A) of NIT.**
- b. **Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium.** 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. In the tender of above work, a Joint Venture/ Consortium to qualify, each of its non-substantial partner must have experience of executing at least one Civil Engineering Work of minimum value of **Rs35.79 lakhs** in last 05 years from the last day of the month previous to the month of tender submission.
- The tenderer shall submit details of above works in the Performa of Appendix-7 of FOT etc. as per Notes of Clause 1.2.2.(A) of NIT.**
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
- d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner particularly with reference to financial, technical and other obligations in the JV agreement/MOU submitted vide foot note (d) of Appendix-4 of Form of Tender and acceptable to the Employer, providing clearly that any abrogation/subsequent reassignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.

Note: - The MOU may stipulate mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

In case, it comes to notice of DMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement wrt to the MOU submitted at tendering stage or entered a separate MOU/agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which every constituent of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law.

The JV/Consortium members shall submit undertaking to this effect in Appendix-5A of Form of Tender.

- e. The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) and/ or under clause 1.33.1(c) of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in DMRC or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.
- viii. **Participation by Subsidiary Company / Parent Company with credential of other Company**
- a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV/Consortium with minimum 26% participation each (as substantial member) for such member(s). However, in such a case each substantial member of JV/Consortium has to substantiate the experience of executing at least one "similar work" as per the requirement of clause 1.2.1(vii) (a) of NIT in their individual capacity along with all other requisite conditions stipulated in the tender documents.
- b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV/Consortium with minimum 26% participation each (as substantial member) for such member(s). However, in such a case each substantial member of JV/Consortium has to substantiate the experience of executing at least one "similar work" as per the requirement of clause 1.2.1(vii)(a) of NIT in their individual capacity along with all other requisite conditions stipulated in the tender documents.
- ix. **Purchase Preference to Class-I local supplier/Preference to Make in India: Only 'Class-I local supplier' and 'Class-II local supplier', as defined below, are eligible to participate for the subject tender.**
- a) **Definitions:**
- i. Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than **90%**, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). **Minimum local content for class-I local supplier shall be 90% for the subject tender.**
- iii. Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 90%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv. Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by DPIIT.

- v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be **20%** for the subject tender

b) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- iv. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) Minimum Local content and verification of local content:

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than

companies) giving the percentage of local content after completion of works to the Engineer.

- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier/bidder shall give the details of the local content in a format attached as Appendix-12 and Appendix-13 of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload Appendix-12 and Appendix-13 of FOT duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

x. Restriction of Bidders from Countries sharing Land Borders with India:

Any bidder from a country which shares a land border with India will be eligible to bid only in JV / Consortium as defined at clause 1.2.1 ii (a) of NIT, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause

"Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose **beneficial owner** is situated in such a country; or
- e) An Indian (or other) **agent** of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"**Beneficial owner**" will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a **controlling ownership interest** or who exercises control through other means.

Explanation—

- a. "**Controlling ownership interest**" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "**Control**" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"**Agent**" is a person employed to do any act for another, or to represent another in dealings with third persons.

1.2.2 Minimum Eligibility Criteria

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

- (i) At least one "similar work"*** of value of Rs. **143.15 lakh** or more

OR

- (ii) At least two "similar works" **each of value of Rs. **89.47 lakh** or more

OR

- (iii) At least three "similar works"***each of value of Rs. **71.58 lakh** or more

****"Similar works"** for this contract shall be **"Any work consisting of any of the individual or a combination of the activities like; maintenance, construction, renewal of Track in Railway or in any Metro system"**

Notes:

- a) The tenderer shall submit details of works executed by them in the Proforma of **Appendix-7 of FOT** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted. **All the documents or certifications, which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.**
- b) Value of successfully and fully completed work up to the last day of the previous month of tender submission will be considered for qualification of work experience criteria. Value of successfully completed portion of similar work in any on-going composite work (work involving

other than similar work also) up to last day of the month previous to the month of tender submission will also be considered for qualification of Work experience Criteria subject to completion of entire scope of similar work in a composite work.

- c) Only work experience certificate having stamp of Name and Designation of officer along with the name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 01.07.2019, same shall be considered for evaluation even if it is not stamped.
- d) For completed works, value of work done shall be updated to the last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- e) If the above work(s) (i.e. "Similar work" comprise other works, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.
- f) Work experience of only substantial partner (partner with share of 26% or more in the JV/ Consortium) shall be considered for evaluating of JV/ Consortium.
- g) In case of joint venture/ Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents or **percentage participation**, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- h) **After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder shall be sent for verification & certification to the concerned clients(s). In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with tender conditions and "Suspension/Banning Policy, August 2019" of DMRC shall be taken. The copy of "Suspension/Banning Policy, August 2019" of DMRC can be downloaded from tender section of DMRC website i.e. www.delhimetrorail.com.**
- i) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

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

- (i) **T1- Annual Turnover:** The average annual turnover of the tenderer during last three audited financial years (2017-18, 2018-19 and 2019-20) should not be less than Rs. **143.15 Lakh**.

The averages annual turnover of JV/Consortium will be based on percentage participation of each member.

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

Notes:

- i. Financial data for latest last three audited financial years has to be submitted by the tenderer (each member in case of JV/Consortium) in Appendix-8 of Form of Tender along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp, signature, membership number & **Unique Documents Identification Number (UDIN)**. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit (**As per format provided in Appendix-8A to form of Tender**) certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender may be considered as non-responsive. All the documents or certificates which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>. **However, the tenderer including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year (s) for**

which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 3 to work out the average annual turnover. In case balance sheet of Last year has not been audited so far, then data shall be divided by 2 to work out the average annual turnover. In case financial statements for any of the financial year is not required to be audited as per any relevant section of the Income Tax Act, then, same should be supported by CA(Chartered Accountant) certificate along with all the GST returns, ITR-3/4 (including all the forms) and form 26AS for each of the financial year not liable to be audited as per relevant section of the income tax Act.

Any certification or document required to be provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online.

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

(c) Bid Capacity Criteria:

Bid Capacity:

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

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 work executed in any one year during the last three financial years (updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

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

B = Value of existing commitments (as on the last day of the previous month of tender submission) for on-going works during period of **03 Years** w.e.f. from the first day of the month of tender submission.

Notes:

- i. Financial data for latest last three financial years has to be uploaded by the tenderer in **Appendix-9** of Form of Tender along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number. All the documents or certifications which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.
- ii. Value of existing commitments for on-going works during period of **03 Years** w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in **Appendix-10** of Form of Tender. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number. All the documents or certifications which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.
- iii. In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % is not provided, equal participation will be assumed.

Example for calculation of bid capacity in case of JV / Consortium/ Group

Suppose there are 'P' and 'Q' members of the JV/Consortium / group with their participation in the JV/Consortium/ group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / Consortium/ group shall be as under:

Bid Capacity of the JV / group = 0.7X + 0.3Y

1.2.3 The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.2.2 (a) to 1.2.2 (c) above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.2.2 (a) to 1.2.2 (c) shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

1.3 Tender document consists of the following:

- a. Notice Inviting Tender
- b. Instructions to Tenderers (Including Annexures)
- c. Form of Tender (Including Appendices)
- d. General Conditions of Contract (November, 2019 upto correction slip No. 2)
- e. Special Conditions of Contract
- f. Employer's Requirement.
- g. Bill of Quantities.
- h. Conditions of contract on Safety & Health for Civil work Contracts of O&M wing
- i. Conditions of contract on Environment for Civil work of O&M for Contracts Value above Rs.1.0 Crore.

1.3.1 The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of CE/Tender (O&M), Delhi Metro Rail Corporation, 5thFloor, C-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001.

1.3.2 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E4.4 of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.

1.3.3 The intending tenderers must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.

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

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

1.3.6 Submission of Tenders shall be closed on e-tendering website of DMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on e-tendering website <https://eprocure.gov.in/eprocure/app> before the deadline of submission. DMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

1.3.7 Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the Date of Submission of Tenders.

1.3.8 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

Contract: OCP-935:- Track Maintenance of L-8 (BCGN-JPW) including Kalindi Kunj Depot and Airport Express Line (New Delhi to Dwarka Sect-21) including Dwarka Depot of Delhi Metro Network

1.3.9 Tenderers are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.

1.3.10 Letter of acceptance to the successful bidder shall be uploaded on procurement portal which can be downloaded by the successful bidder.

1.3.11 For any corruption related complaint, tenderer may contact CVO, DMRC (email-cvodmrc@gmail.com Ph.011-23418406. However, no tender related queries shall be enquired from CVO, DMRC. For any queries/clarification related to tender, the bidder may attend pre-bid meeting and/or upload their queries online within the date and time specified at Clause 1.1.2 (g) and 1.1.2 (f) of NIT respectively.

CE/Tender (O&M)

Delhi Metro Rail Corporation Limited

Instructions for Online Bid Submission:

1. GENERAL

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

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

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the

“My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

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

6. ASSISTANCE TO BIDDERS

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