DELHI METRO RAIL CORPORATION LTD.
(A Joint Venture of Govt. of India & Govt. of NCT, Delhi)


TENDER DOCUMENT

- NOTICE INVITING TENDER
- INSTRUCTION TO TENDERER
- SPECIAL CONDITIONS OF CONTRACT
- OTHER TERMS AND CONDITIONS
- BILL OF QUANTITY
SECTION - I

NOTICE INVITING TENDER

1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. Invites sealed Open tenders from the eligible contractors listed in Govt./Semi Govt./PSU/ Autonomous organization & working contractor of DMRC (refer clause 1.2.2 of NIT) for “Comprehensive Annual Maintenance Contract for Notifier Make Fire Detection and Alarm System installed at DMRC Airport Line Stations including Tunnel Ventilation Building & D-21 Depot Building.”

1.1.1 Delhi Metro Rail Corporation (DMRC) Ltd. invites sealed tenders from eligible tenderers for the above-mentioned work as per following details:

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated cost of work</td>
<td>Rs. 50,95,503/- (inclusive of all taxes)</td>
</tr>
<tr>
<td>Tender Security amount</td>
<td>Rs. 1,00,000/-</td>
</tr>
<tr>
<td>Cost of Tender form (Non-Refundable)</td>
<td>Rs. 5,250/- (Rs. 5000 plus 5% VAT)</td>
</tr>
<tr>
<td>Completion period of the Work</td>
<td>01 year (from 10th day of issue of letter of acceptance)</td>
</tr>
</tbody>
</table>

For purchasing of tender, application on printed letter heads along with documentary proof of satisfying condition. Testimonials of satisfactory completion should be issued from an officer.

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of submit the application for issuing the Tender documents</td>
<td>10/11/2014 to 01/12/2014 (working days between 10:00 Hrs to 16:00 Hrs) (The tender will be issued only to those tenderers who will submit the related experience, completion certificates of desired value).</td>
</tr>
<tr>
<td>Last Date of issue of Tender Document</td>
<td>05/12/2014 up to 17:30 hrs.</td>
</tr>
<tr>
<td>Date &amp; time of Submission of Tender</td>
<td>09/12/2014 up to 1500 hrs</td>
</tr>
<tr>
<td>Date &amp; time of opening of Tender</td>
<td>09/12/2014 at 1530 hrs.</td>
</tr>
</tbody>
</table>

The tender documents (non-transferable) can be obtained from the office of Dy. General Manager/E&M/UG, 6th Floor, Metro Bhawan, Fire Brigade Lane, Barakhambha Road New Delhi-110001. Payment shall be made by demand draft drawn in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi. **Tenderer are not allowed to download the tender document form DMRC’s website.**

1.2 POINTS TO BE NOTED:

1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.

1.2.2 Only those agencies, who have experienced in this field for not less than 3 years & have completed one single work of similar nature of at least 80% value of the estimated cost or two similar works, each of at least 50% value of the estimated cost and three similar works, each of at least 40% value of the estimated cost in Govt./Semi Govt./PSU/Autonomous or contractor who has done the similar nature of work in DMRC or in Airport Line, direct or through Main Contractor during last five years, ending March 2014, are eligible to participate. Work completion certificate is mandatory of above mentioned value of work.

Similar nature of work: “Repair/Maintenance/Installation/Commissioning of any UL listed addressable Fire Detection, Alarm and Suppression System.”
NOTE:

(i) Successfully completed portion of ongoing works shall also be considered for qualifying these criteria.

(ii) Following documents shall be considered for evaluating the criteria of work experience

(a) Self attested copies of work order, BOQ along with completion certificate for completed work

(b) Self attested copies of work order, BOQ and latest certificate from appropriate authority for quantum of work executed for work under progress.

1.2.3 Financial standing (Annual turnover): Tenderers should have average Annual Turnover of last three audited financial years not less than 80% of total estimated cost of work.

1.2.4 Tenderers must not have been blacklisted or deregistered by any Govt. or Public sector undertaking during the last 3 years.

1.2.5 Net worth of Tenderers should be positive.

NOTE: The tender will be issued only to those tenderers who will submit the related experience, completion certificates of desired value, Self attested copy of VAT/Service tax registration certificate, PAN no. along with the Demand draft against the cost of tender.

1.2.6 The mere fact that the tenderer is Pre-qualified shall not imply that his bid shall automatically be accepted. The same should contain all Financial & other details as required for the consideration of tender.

1.2.7 Tender document consists of the following:

a. Notice Inviting Tender - consisting of
   i. Notice Inviting Tender
   ii. Scope of Work
   iii. Tender prices and Schedule of Payment.

b. Instructions to Tenderers
c. General Conditions of Contract
d. Special Conditions of Contract
e. Bill of Quantities.

1.2.8 The tenderers may obtain further information in respect of these tender documents from the office of Dy. General Manager /E&M/UG office, 6th Metro Bhawan Fire Brigade lane, Barakhamba Road New Delhi-110001

1.2.9 Tenderer is cautioned that the tender containing any material in deviation from the tender document, which consists of NIT, Instructions to tenderers, General conditions of contract, Special conditions of contract & Bill of quantities, is liable to be summarily rejected as non-responsive.

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

(VIVEK SHRIVASTAVA)
DGM/E&M/UG-II
6th floor Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-110001
Delhi Metro Rail Corporation
SECTION - II

SCOPE OF WORK

The contractor will execute the work i.e. “Comprehensive Annual Maintenance Contract for Notifier Make Fire Detection and Alarm System installed at DMRC Airport Line Stations including Tunnel Ventilation Building & D-21 Depot Building.”

2.1 The work shall be carried out as per the BOQ at following stations of Delhi Metro Rail Corporation Airport Line:

1. New Delhi (NDRU)
2. Shivaji Stadium (SJSU)
3. Tunnel Ventilation Building (TVB)
4. Dhaula Kuan (DKV)
5. Delhi Aerocity (DACY)
6. IGI Airport (APOT)
7. Dwarka Sector – 21 (DSTO)
8. D-21 Depot Building

2.2 The system is offered for CAMC work “As is where is Basis” and contractor will have to carry out scheduled preventive maintenance, corrective maintenance and one time repair of existing/pending defects including supply of Spares to make the system fully functional. The details of works (listed as Annex. ) have been prepared after detailed study, however any other work left/missed out to make the system fully functional is to be carried out by the contractor under this contract i.e. the work will be the part of CAMC Contract.

2.3 Tools and Tackles : All tools, tackles, ladders, tower ladders/scaffolds for carrying out the work for height up to 30 metres shall be arranged by the contractor himself. Trolley/Ladders available at particular site of DMRC may be provided to contractor under request. Cost of damage/breakage to DMRC property during maintenance shall be borne by the contractor. After completion of daily work, contractor shall place the ladders/trolleys back in safe manner at the designated space as advised by DMRC Site Engineer-In-Charge. DMRC shall not be responsible for any delay of work for not having or providing ladders/Trolleys to contractor on this account.

2.4 The staff required for the concerned work shall meet the minimum qualification as detailed below:

2.4.1 Specialized Engineer, deputed to attend all software & hardware related problems. All Software’s related to system will be provided by the contractor i.e. Up-graded version of existing Onyx, Verifier Tool and nothing shall be paid in this related.

2.4.2 Electrician / Technician should have competency certificate issued by any State Govt. to work as wireman or electrician and experience in the respective field for the period not less than 3 years.

2.4.3 List of minimum spares to be available at site for smooth operation, shall be prepared by the Contractor and Engineer-in-charge within 15 days of start of work and accordingly all spares shall be available within 30 days of start of Contract.

2.5 The Brief of work to be carried out under CAMC is given as under:

- Carry out and complete One Time Rectification of existing/pending defects of Fire Detection and Alarm system as per Annexure-“A” within three months of issue of LOA.
- Preventive and corrective Maintenance of all the Fire Detectors/RI/LEM/Hooter/Strobe/MCP etc. as per schedule and check sheet recommended by DMRC.
- Preventive and corrective Maintenance of FACP, Fire PC, Mimic & Repeater panel etc. as per schedule and check sheet recommended by DMRC.
- Supply of consumables (Cotton cloth, Benzene etc.), spares (fire/smoke detector, LEM, Fault isolation module, response indicator, Hooter, detector, Manual call points, relay module, MIC cable, Repeater panel spares, all parts of FACP excluding SMF battery, and any other spare to make system trouble free and fully functional) for one time repair as well as for day to day fault.
- Up-gradation of ONYX and its Graphics with respective version.
- Check and set right the system error and alarms.
- Up gradation of software of FACP.
- Handover of PC/Onyx Data backup.
- Handover Onyx software for upgrading and taking backup of FACP to DMRC within one month of issue of LOA
- Taking backup of FACP software as per schedule and handing over to DMRC
- Synchronization and communication of FACP with Repeater, Mimic, Fire Work-station & BMS Work-station.
- Interfacing issues of Gas Flooding system so as to keep Gas flooding system in AUTO.
- Interfacing issues of Fire Signage with Fire Alarm System.
- DMRC shall provide list of Checks & maintenance activities including cleaning to be carried out by the contractor.
- For all preventive and corrective maintenance, a service report shall be jointly signed by contractor and DMRC’s representative and the copy of the same shall be handed over to DMRC.
- Trouble shooting problems like “Incorrect data” or False alarms or Fixing of bugs or Maintenance urgent.
- Maintenance of “Anti-Virus” software and periodic update of “Anti-Virus definitions”.
- Training to DMRC staff on system working and troubleshooting as and when required by DMRC
- Any other work as per the direction of Engineer in-charge.

2.6 Manpower Requirement:
- The contractor shall deploy the manpower in consultation with Engineer In-charge & carry out the activities in such a way so as to keep the Fire System in healthy condition.
- Man power may be required for attending breakdowns / special task in of days / holidays/ OFF days/ night hours as per direction of Engineer In-charge for which nothing shall be paid extra.
- Enough manpower shall be deployed at site so as to timely complete the preventive maintenance simultaneously timely rectification of fault/defects.
- Contractor shall not claim for free metro travel from one site to another during attending breakdowns.
- The Man-power deployed by the contractor shall carry proper and valid I-Card with them while carrying out Breakdown/Maintenance work at the sites.
## 2.7 Maintenance Checklist:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CHECK POINTS</th>
<th>DAILY</th>
<th>WEEKLY</th>
<th>MONTHLY</th>
<th>QUATERLY</th>
<th>HALF YEARLY</th>
<th>YEARLY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Check the physical display of FACP. Clean the FACP</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Visual check and note down the no of trouble and number of alarms.</td>
</tr>
<tr>
<td>2</td>
<td>Check the internal wiring.</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Ensure that voltage at the terminals of the loop cards is 16 V DC.</td>
</tr>
<tr>
<td>3</td>
<td>Check the supply at the terminals of the power supply cards both AC (230V) and DC (24V).</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Visual check.</td>
</tr>
<tr>
<td>4</td>
<td>Check Battery back-up to FACP.</td>
<td></td>
<td></td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
<td>Ensure power supply at the terminals of the battery giving backup to the FACP. Also check the physical condition of the battery</td>
</tr>
<tr>
<td>5</td>
<td>Check the communication of FACP between Fire PC.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Check the time synchronization among of FACP, Fire PC and SMS work</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
<td>Ensure they match with the station clock.</td>
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</tr>
<tr>
<td>7</td>
<td>Check for any loose connections in all the internal wirings of FACP.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Visually check any physical damage.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Check the lamp test function of the FACP and check all the indicator are working or not.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Take the back up of FACP software</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FIRE PC**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Check and match the location of all the field devices in FACP and Fire PC</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Check all the accessories of the fire PC. Clean all the accessories.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>3</td>
<td>Check all the wiring for any physical damage if any.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>4</td>
<td>Update Antivirus of Fire PC</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

**DETECTORS**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Check all the detectors.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>2</td>
<td>Check the incoming voltage at the terminals of the detectors.</td>
<td>Y</td>
<td>Y</td>
<td>Ensure 16V DC is coming on the base of detector.</td>
</tr>
<tr>
<td>3</td>
<td>Clean the detector and check the operation</td>
<td>Y</td>
<td>By activating it with a piece of magnet or by producing smoke ensure it is giving alarm on FACP. Note the location and address of the device which is activated and counter check it on FACP and Fire PC.</td>
<td></td>
</tr>
</tbody>
</table>
4. Check the address and zone of the detector.  

| Y | Y | Ensure that it matches on the zone chart and also showing on mimic panel. |

5. Check the address on the back side of detector.  

| Y | Ensure that it matches with the address mentioned on the detector. |

### MANUAL CALL POINT

1. Check all the MCPs.  

| Y | Y | Check visually they are blinking. |

2. Check the operation of all the MCPs.  

| Y | Y | Y | Pull down or remove the glass. Note the location and address of the device which is activated and check it on FACP and Fire PC. |

3. Check the address and zone of the MCP.  

| Y | Y | Y | Ensure that it is matching on the zone chart and also showing on mimic panel. |

4. Check for any physical damage in the MCP.  

| Y | Y | Y | If damaged replace with new one. |

### MODULES

1. Check Realy, Isolation & Monitor Modules.  

| Y | Y | Y | Y | Ensure visually that they are blinking. |

2. Check the address of the module.  

| Y | Ensure that the module has a particular address and a particular zone to activate the alarm in case of fire. |
### CAMC FIRE-Airport Line

<table>
<thead>
<tr>
<th></th>
<th>Check the post-activation events.</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>After the activation, ensure that there is alarm status on FACP Fire PC, Repeater Panel and Mimic Panel.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Y Y Y</td>
</tr>
</tbody>
</table>

### HOOTER

<table>
<thead>
<tr>
<th></th>
<th>Check the operation of hooter.</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>Ensure operation by activating any of the field devices i.e. detectors, MCPs. Check that hooter is giving proper flashing and sounding after the activation of any field devices.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Check visually if there is any physical damage.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

### RESPONSE INDICATOR

<table>
<thead>
<tr>
<th></th>
<th>Check the operation of all the Response Indicators.</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>Put all associated loops in CLIP mode from FACP. As the RI blinks only in CLIP mode i.e. the mode in which the detector blinks in red color.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Check the operation of the RI by the activation of the detector to which the RI is connected.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Is the RI is latching after the activation of the detector.</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REPEATER PANEL

<table>
<thead>
<tr>
<th></th>
<th>Visually check that the repeater panel is working or not.</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>Check the trouble status and alarm indication of the repeater panel</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Ensure that it matches with the FACP. The trouble and alarm status on both the panel must be same if it mismatches note down both the status.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Check the lamp test function of the panel. Clean the Panel.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Ensure that all the indicators are giving indications in the lamp test.</td>
</tr>
<tr>
<td>4</td>
<td>Check the wiring, loose connections and physical damage if any.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Ensure it is giving the beep indication in case of any new alarm or trouble whenever occurs.</td>
</tr>
<tr>
<td>5</td>
<td>Check that the repeater alarm.</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MIMIC PANEL**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Check the mimic panel for physical damage. Clean the panel.</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>2</td>
<td>Check for any alarm in normal condition.</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>3</td>
<td>Check the operation of the mimic panel.</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Check the status of all LEDs installed in the mimic panel.</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>
2.7 CAMC Support Service

Day to day issues or problems in the system shall be reported to the CAMC engineer(s) by SMS/Phone/Email/Fax from DMRC Engineer/BEMS Controller. For Response time/Rectification time, time of issue of SMS/Phone/Email/Fax shall be considered. Contractor shall provide two Mobile nos., Landline Telephone, Fax nos. and E Mail ID for communication.

To facilitate optimum actions, problems are categorized into four severity levels.

<table>
<thead>
<tr>
<th>Category</th>
<th>Definition</th>
<th>Response Time(hrs)</th>
<th>Rectification Time(hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity-1</td>
<td>a) Communication loss between field devices and FACP/Fire work station.</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Urgent</td>
<td>b) False Fire Alarm in Critical Rooms, Aux. Sub-Stations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Severity-2</td>
<td>a) Complete loop failure.</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Serious</td>
<td>b) False Fire Alarm in any portion of Station/Depot.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Severity-3</td>
<td>Troubles/Pre-Alarms/False alarm of detectors</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>Minor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Severity-4</td>
<td>Grounding of cables/detectors/Loops.</td>
<td>4</td>
<td>24</td>
</tr>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Problems to be attended as per the priority levels described above. Immediate telephonic support to be provided for faults reported under Severity-1&2.
### 2.10 Annexure-“A”

#### Faults / Defects in Fire Detection and Alarm System

<table>
<thead>
<tr>
<th>Nature of Fault</th>
<th>STATIONS &amp; DEPOT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NDRU</td>
</tr>
<tr>
<td>Synchronization of date &amp; time of FACP with Station Clock</td>
<td>NO</td>
</tr>
<tr>
<td>Functionality of Power Supply Card by ensuring Green LED is glowing</td>
<td>Yes</td>
</tr>
<tr>
<td>Functionality of all Loop Cards by Examine the entire Loop on Fire PC &amp; Monitoring troubles on FACP</td>
<td>Loops - 4, 5 &amp; 7 faulty.</td>
</tr>
<tr>
<td>Functionality of Control Modules of all Hooters in availability of 24 Volt Supply</td>
<td>8 out of 40 Not working.</td>
</tr>
<tr>
<td>No. of un-attended troubles, fire alarm &amp; pre-alarm in FACP History</td>
<td>Trouble - 135, Mic &amp; Receiver not available.</td>
</tr>
<tr>
<td>Functionality of Fire PC with Printer</td>
<td>Not working</td>
</tr>
<tr>
<td>Repeater Panel - Functionality and matching with FACP</td>
<td>Yes</td>
</tr>
<tr>
<td>Mimic Panel - Functionality / Glowing of each of the indication for respective Zone.</td>
<td>Yes</td>
</tr>
<tr>
<td>Hooter Circuit - Functionality of Audio &amp; Visual Alarm</td>
<td>05 out of 40 not working.</td>
</tr>
<tr>
<td>MCP - Functionality of MCP &amp; Check recoding of events in FACP with Audio/Visual indication of Hooter.</td>
<td>60 out of 40 not working.</td>
</tr>
<tr>
<td>Fire Detectors : Not working</td>
<td>121 out of 1161.</td>
</tr>
</tbody>
</table>
2.11 Abbreviations Used:

a) FACP : Fire Alarm Control Panel
b) MCP : Manual Call Point
c) RI : Response Indicator
d) GRCP : Gas Release Control Panel
e) LCM : Loop Control Module
f) LEM : Loop Extension Module
g) SMF : Sealed maintenance Free
h) MIC : Mineral insulated cable
SECTION - III

TENDER PRICES AND SCHEDULE OF PAYMENT

3.1 Tender Prices
3.1.1 The rate quoted by the tenderer shall be inclusive of all duties, taxes, fees, octroi and other levies, materials, labour etc. service tax shall be shown separately in BOQ by the contractor.

3.1.2 Schedule of Payment
   a. Quarterly payment shall be made to the contractor after submission of bill, jointly signed maintenance completion report and Quarterly Health Check-up report duly verified by site engineer.
   b. Payment shall be subjected to deduction of T.D.S as per applicable law.
   c. No advance payment shall be made.

3.2 Service Availability: General Maintenance
For the reasons of unavailability of system, the total count shall be taken into consideration for calculating the quarterly penalty in terms of liquidated damages. For counting of system unavailability, Severity 1 & Severity 2 categories of Para 2.7 shall only be considered.

3.2.1 Liquidated Damages (LDs) for failure to perform
   a) The overall System unavailability shall be calculated in agreement with DMRC engineers.
   b) The LDs shall be calculated on a quarterly basis as per the quarterly overall system unavailability. The quarters shall be defined before signing of the contract.

<table>
<thead>
<tr>
<th>System Un-availability (hours)</th>
<th>Liquidated Damages (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measured quarterly</td>
<td>deducted quarterly</td>
</tr>
<tr>
<td>&lt;6 hour</td>
<td>Nil</td>
</tr>
<tr>
<td>&gt;6 hours&lt; 10 hours</td>
<td>1%</td>
</tr>
<tr>
<td>&gt; 10 hours&lt; 14 hours</td>
<td>1.5%</td>
</tr>
<tr>
<td>&gt; 14 hours&lt; 24 hours</td>
<td>2%</td>
</tr>
<tr>
<td>&gt; 24 hours</td>
<td>3%</td>
</tr>
</tbody>
</table>
3.2.2 Maximum Liquidated Damages in Consecutive Quarters

The maximum amount of liquidated damages payable in each Quarter shall be ten (10) % of the Fee payable to the maintenance contractor for CAMC cost of the particular contract year in which that quarter falls, but the sum total of all liquidated damages payable in a contract year in any case shall not exceed twenty five (25) percent of the fee payable in that contract year. In the event in any year, the amount of liquidated damages calculated is greater than the maximum amount of the liquidated damages under this clause, then the employer reserves the right to terminate the contract or the balance shall become a debt incurred by the service provider to the Employer and shall be paid as liquidated damages in the next Contract year AIRPORT LINE cost where the liability for liquidated damages falls below the maximum, subject to the refund clause. If the service provider does not operate for the full quarter due to any reason, the maximum limit shall be calculated on a pro-rata basis. The above limit is only applicable for the LDs calculated through the overall system unavailability.
INSTRUCTIONS TO TENDERERS

GENERAL

1.1 INTRODUCTION

Sealed tenders are invited for DMRC hereinafter called the ‘Employer’, for the Work “Comprehensive Annual Maintenance Contract for Notifier Make Fire Detection and Alarm System installed at DMRC Airport Line Stations including Tunnel Ventilation Building & D-21 Depot Building.” in accordance with this Tender Package. The tender papers consist of the following documents, along with their annexure, appendices, addenda and errata if any:

- Notice Inviting Tender (NIT)
- Instructions to Tenderers (ITT)
- Special Conditions of Contract (SCC)
- General Conditions of Contract (GCC)
- Bill of Quantities

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

1.2 Relevant address for correspondence relating to this tender is given below:

Dy. General Manager/ E&M/UG, 6th Floor, Metro Bhawan, Fire Brigade Lane, Bara kambh Road, New Delhi-110001

1.3 Some essential data/requirements pertaining to this Tender along with reference to Clause number of this volume where full details have been given are detailed below.

a. “Tender Security” to be furnished by the Tenderer: Amount as per NIT.
b. Tenders will be accepted in the office of General Manager/Maintenance only. Late or delayed tenders will not be accepted under any circumstances.
c. Date of opening of the Tender Package: As per NIT.
d. Period for which the tender is to be kept valid: As per NIT.

2.0 POST QUALIFICATION REQUIREMENTS

2.1 This invitation to tender is open to all tenderers, whosoever fulfills the requirement of tenders.

2.2 The Tenderer shall submit only one tender either himself or as a lead partner/ Lead Constituent in a joint venture/consortium for the work. The tenderer who submits more than one tender for the same work will be disqualified.

2.3 The tender, and, in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.

2.4 Each page of tender shall be signed by the authorized signatory of the tenderer. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 26.0.

3.0 COST OF TENDERING

3.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for these costs.

4.0 SITE VISIT

4.1.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
4.1.2 The agency shall be deemed to have inspected the Site and its surroundings before hand
and taken into account all relevant factors pertaining to the Site in the preparation and
submission of the Tender

TENDER DOCUMENTS

5.0 CONTENTS OF TENDER DOCUMENTS

5.1 The tenderer is expected to examine carefully all the contents of the tender documents as
mentioned in Sub-clause 1.1 including instructions, conditions, forms, terms, 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 own risk. Tenders which are not
responsive to the requirements of the tender documents will be rejected.

6.0 AMENDMENT TO TENDER DOCUMENTS

6.1 At any time prior to the deadline for the submission of tenders, the Employer may, for any
reason, whether at his own initiative or in response to a clarification or query raised by a
prospective tenderer, modify the tender documents by an amendment.

6.2 The said amendment in the form of an addendum will be sent to all prospective tenderers
who have received the tender documents, on or prior of opening of Tender. This
communication will be in writing or by telefax and the same shall be binding upon them.
Prospective tenderers should promptly acknowledge receipt thereof by telefax to the
Engineer.

PREPARATION OF TENDERS

7.0 LANGUAGE OF TENDER

7.1 The tender prepared by the tenderer and all correspondence and documents relating to
the tender exchanged between the tenderer and the Employer/Engineer shall be in the
English language.

8.0 DOCUMENTS COMPRISING THE TENDER

8.1 TENDER PACKAGE

8.1.0 The Tender package shall be sealed and addressed to Dy. General Manager / E&M / UG,
DMRC duly superscribing the 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.

8.1.1 The Tender package, clearly superscripted with name of work and “TENDER PACKAGE.”
The Tender package will comprise of Two envelopes namely Envelope-A & Envelope –B.
At lower portion Name and address of tenderer shall be mentioned.

Envelope-A

Envelope –A shall contain Tender security in original superscripted with “Name of work” &
“Tender Security” At lower portion Name and address of tenderer shall be mentioned.

Envelope-B

Envelope B shall be superscripted with Name of work and the words “Commercial Bid” & shall
contain all documents including price bid given in original tender documents comprising of
following Forms & documents duly filled in. At lower portion Name and address of tenderer shall
be mentioned.

a) Total value of similar works executed for the last three financial years along may be given in
the format prescribed (Form T-V).
b) Attested copies of the PAN. No. under income Tax Act. Sale tax registration certificate and
/or service tax registration certificate whichever applicable.
c) Tender documents as listed below:
   i. Notice Inviting Tender
   i. Instructions to Tenderers
ii. Special Conditions of Contract
iii. DMRC’s General Conditions of Contract
d) Statement of deviations from tender documents (Form C).
e) Bill of Quantities (BOQ)
f) Experience record of similar works during the last three years and in progress on date may be furnished in the format prescribed (Form T-II).

8.2 The prices shall be entered in the Form of Tender and the BOQ enclosed in words as well in figures. These prices should include all costs associated with the contract.

8.3 Documents to be submitted by the tenderer under technical and financial packages have been described under the respective Clauses 8.1 of ITT. This list of documents has been prepared mainly 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.

8.4 All documents issued for the purposes of tendering as described in Clause 1.1, and any amendments issued in accordance with Clause 6.0 shall be deemed as incorporated in the Tender.

9.0 TENDER PRICES
9.1 The tenderer is required to quote for all the items as per tender documents.
9.2 The Tenderer shall keep the contents of his tender and rates quoted by him confidential.

10.0 CURRENCIES OF THE TENDER
10.1 Tender prices shall be quoted in Indian Rupees only.

11.0 TENDER VALIDITY
11.1 The tender shall remain valid and open for acceptance for a period of 90 days from the Last date of submission of tender.
11.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer/the Engineer may request the tenderers for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telefax. 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.

12.0 TENDER SECURITY
12.1 The tenderer shall furnish, as tender security, an amount as mentioned in NIT.
12.2 The tender security will be in the form of a Demand draft in the name of Delhi Metro Rail Corporation Ltd.
12.3 Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer/Engineer as non-responsive.
12.4 The tender securities of unsuccessful tenderers shall be discharged/returned by the Employer as promptly as possible as but not later than 30 days after the expiration of the period of tender validity.
12.5 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 mentioned in this Tender Document.
12.6 The tender security shall be forfeited:
   1. If a Tenderer withdraws his tender during the period of tender validity, or
   2. If the Tenderer does not accept the correction of his tendered price in terms of Clause
   3. In the case of a successful tenderer, if he fails to:
      a. Furnish the necessary performance guarantee for performance.
b. Enter into the Contract within the time limit specified in Clause 26.0

c. Commence the work as per Terms and Conditions of Tender after issuance of LOA.

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

13.0 FORMAT AND SIGNING OF TENDERS

13.1.1 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.

13.1.2 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.

13.2 The documents required to be submitted by the Tenderer will be as described under Clause 8.0.

13.3 Entries to be filled in by the Tenderer shall be typed or written in indelible ink. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page of printed documents should be initialed at the bottom by the person submitting the tender along with the date of initialing.

13.4 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments/corrections shall be initialed by the person signing the tender.

13.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

SUBMISSION OF TENDERS

14.0 SEALING AND MARKING OF TENDERS

14.1 The Tenderer shall follow the procedure as indicated below:

14.1.1 Each tender will be submitted in one set which shall contain documents as detailed in Appendix - I.

14.1.2 The contents of Tender Package shall be as detailed under clause 8.0 herein.

14.2 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.

15.0 SUBMISSION OF TENDERS

15.1 Tenders should be submitted in the tender box kept at the following address:

Dy. General Manager/E&M/UG; Metro Bhawan, 6th Floor, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 on date and time as mentioned in NIT.

15.2 Tenders shall be submitted in person to the Office of DMRC. The Engineer/Employer cannot take any cognizance and shall not be responsible for delay in transit.

15.3 Tenders sent telegraphically or through other means of transmission (telex etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

16.0 LATE TENDERS

16.1 Any tender received in the office of DMRC after the deadline prescribed for submission of tenders will be returned unopened to the tenderer.

TENDER OPENING AND EVALUATION

17.0 TENDER OPENING

17.1 The Employer or his authorized representative will open the Tender package in the presence of tenders or their Authorized representatives on date and time as mentioned in of NIT in the office of Dy. General Manager/E&M/UG, 6th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110001. 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 Tender at the same time. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
17.2 The tenderer's name, the presence or absence of the requisite tender security and such other details as the Employer or his authorised representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

18.0 PROCESS TO BE CONFIDENTIAL

18.1 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 tender.

19.0 CLARIFICATION OF TENDERS

19.1 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderers individually for clarification of their tenders, including breakup of prices. The request for clarification and the response shall be in writing or by telefax 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 22.0 herein.

20.0 DETERMINATION OF RESPONSIVENESS

20.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.

20.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. "Deviation" may 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.

20.3 The decision of the Engineer/Employer as to which of the tenders are not substantially responsive or have impractical / methods or Programme for execution shall be final.

21.0 EVALUATION OF TENDER

21.1 The Employer will carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has a major inadequacy his tender will be considered to be non-compliant and will be rejected.

21.2 Technically acceptable tenders will be eligible for consideration of their financial proposals.

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

   a). Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0

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

21.4 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.

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

22.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer / Engineer 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 / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

22.2 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

23.0 AWARD CRITERIA

23.1 The Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.

24.0 EMPLOYER’S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

24.1 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.

25.0 NOTIFICATION OF AWARD

25.1 Prior to the expiry of the period of tender validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful tenderer by telegram or telefax, 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 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 authorised signatory, within three days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

25.2 The Letter of Acceptance will constitute a part of the contract.

25.3 Upon “Letter of acceptance” being signed and returned by the successful tenderer, the employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

26.0 SIGNING OF AGREEMENT

26.1 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 15 Days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement.

27.0 PERFORMANCE SECURITY

27.1 Within 10 days of receipt of the letter of Acceptance the successful Tenderer shall furnish performance security in the form of a bank guarantee from branch in India of a schedules foreign bank or from a scheduled commercial bank in India acceptable to the employer for an amount of 10% of contract value in types & proportions of currencies in which the contract Price is payable. The approved from provided in the “Instructions to Tenderers” documents, or any other form approved by the Employer shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to 1 month beyond the DLP.

27.2 The BG submitted by the contractor should be sent to Dy. General Manger/E&M/UG, 6th Floor, Metro Bhawan, fire Brigade Lane, Barakambha Road, New Delhi 110001 by the issuing bank under Registered Post (A.D).

27.3 In case the original BG is submitted through the contractor, the issuing bank should be requested to immediately send by Registered Post (A.D) an unstamped duplicate copy of
the bank guarantee directly to Dy. General Manger/E&M/UG, 6th Floor, Metro Bhawan, fire Brigade Lane, Barakhamba Road, New Delhi 110001.

28.0 Cancellation of Letter of Acceptance (LOA) and Form of Tender.

28.1 In case Successful Tenderer fails to commence the work (for whatsoever reasons) as per Terms and Conditions of Tender after issuance of LOA then the LOA shall be cancelled and the tender security shall be forfeited.

29.0 Defect Liability Period

29.1 There will be Defect Liability Period of 3 months after date of completion of CAMC.

29.2 No performance guarantee shall be taken from contractor however 10% of last quarter bill amount shall be deduction from contractor’s bill which will be released on completion of defect liability period. If the contractor claims bills after 3 months of D.L.P no deduction shall be made on account of Defect liability.
# APPENDIX I

## CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Compiled from the provisions in this volume

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Document</th>
<th>Reference to Clause No. of &quot;Instructions to Tenderers&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender Security</td>
<td>12.0</td>
</tr>
<tr>
<td>2.</td>
<td>Tender documents</td>
<td>8.1.1</td>
</tr>
<tr>
<td>3.</td>
<td>Power of attorney for individuals signing on behalf of Company/Firm</td>
<td>2.4 &amp; 13.0</td>
</tr>
<tr>
<td></td>
<td>Or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Power of attorney in favour of the leading member of Joint Venture /</td>
<td>2.4 &amp; 13.0</td>
</tr>
<tr>
<td></td>
<td>Consortium.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Financial Data (Form T-V)</td>
<td>8.1.1 (a)</td>
</tr>
<tr>
<td>5.</td>
<td>i.  Pan No. as per Income Tax Act.</td>
<td>8.1.1 (b)</td>
</tr>
<tr>
<td></td>
<td>ii. Service/Sales Tax Registration Certificate (STCC) and Value Added</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tax Clearance Certificate (VATCC) and registration with contract cell of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sales Tax Department as per &quot;Delhi Sales Tax Act 1999&quot;.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Statement of deviations from Tender Documents (Form C)</td>
<td>8.1.1 (d)</td>
</tr>
<tr>
<td>7.</td>
<td>Experience record (Form T-II).</td>
<td>8.1.1 (f)</td>
</tr>
<tr>
<td>8.</td>
<td>Bill of Quantities</td>
<td>8.1.1 (e)</td>
</tr>
</tbody>
</table>
INDEX ON

PROFORMA OF FORMS

1. PROFORMA OF FORMS – GENERAL
   (Items (IV) applicable only for successful tenderers)

   FORM
   i. Form of Tender with Appendix A
   ii. Performa for Statement of Deviations C
   iii. Form of Performance Security (Guarantee) by Bank D
   iv. Form of Agreement E

2. PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS

   FORM
   i. General Information T-I
   ii. Experience Record T-II
   iii. Resources Proposed for the Work-Personnel T-III
   iv. Resources Proposed for the work- Machinery & Equipment T-IV
   v. Financial Data T-V
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 in the NIT clause No. 1.1.1

To,

Dy. GM/E&M/UG,
6th Floor, Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road
New Delhi-110001

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, 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, and Addenda for the amount indicated in BOQ.

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 10 days of issue of the LOA to commence and to complete the whole of the Works comprised in the Contract within 12 months calculated from the date of Issue of LOA, as indicated in the Appendix.

4. We have independently considered the amount shown Clause 57.5 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.

5. We agree to abide by this Tender for a minimum period of 90 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.

6. 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.

7. 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. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.

8. 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........... 2014

Signature ........................................

Name.............................................. in the capacity of .................................
duly authorised to sign Tenders for and on behalf of……………………………

Address ........................................................................................................

Witness – Signature .........................................................

Name .............................................................................................

Address ...................................................................................................

Occupation .............................................................................................
APPENDIX TO THE FORM OF TENDER

Condition of Contract Clause No.

i. Contract Period from the date of issue of LOA 1.1.1 of NIT

Signature of authorised signatory on behalf of Tenderer

Date .................. Name .........................
Place ................. Address .......................
**PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are particulars of deviations from the requirements of the tender specifications

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remark (Including justification)</th>
<th>Price adjustment for withdrawal of each deviation/s.</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remark (Including justification)</th>
<th>Price adjustment for withdrawal of each deviation/s.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Signature of Tenderer**

**Note**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating ‘No Deviations’.

2. The tenderer shall indicate price adjustment against each deviation, which he shall like to add to the tender price for withdrawing unconditionally his deviations if the same are unacceptable to the Employer.
FORM OF AGREEMENT

This Agreement is made on the ___________ day of ____________ 2014 Between Delhi Metro Rail Corporation Limited 6th Floor, Metro Bhawan, Fire Brigade Lane, Barakhambha Road, New Delhi-110001 hereinafter called “the Employer” of the one part and _________________ (Name and 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) certain Works should be executed, Contract for --____________________________--of Rail & Metro Corridor of Delhi MRTS Project 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.

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, viz:
   (a) Letter of acceptance
   (b) General Conditions of Contract
   (c) Special Conditions of Contract
   (d) Notice Inviting Tender
   (e) Specifications & Drawings
   (f) Bill of Quantities
   (g) Form of Tender with Appendix
   (h) Addendums, if any
   (i) Other conditions agreed to and documented as listed below:

      (i) Statement of deviations (if applicable)
      (j) Any other item as applicable

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 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 Delhi/New Delhi 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

Signature of the authorised official

Name of the official

Stamp/Seal of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Name of the official

Stamp/Seal of the Employer

**SIGNED, SEALED AND DELIVERED**

By the said ___________________________ Name ___________________________

__________________________________ on behalf of the Contractor in the presence of:

Witness ___________________________ Name ___________________________

Address ___________________________ __________________________________

By the said ___________________________ Name ___________________________

__________________________________ on behalf of the Employer in the presence of:

Witness ___________________________ Name ___________________________

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***
GENERAL INFORMATION

Notes:

(i) Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.

1. Names of participating member
   (a) .............................................

2. Address, telephone, telefax, cable numbers
   Registered Office Office for correspondence
   [a] ............................................. .............................................
   [b] ............................................. .............................................
   [c] ............................................. .............................................

3. Contact persons address, telephone/mobile and E mail ID etc.
   (a) ............................................. .............................................
   (b) ............................................. .............................................
   (c) ..............................................................................................
### EXPERIENCE RECORD

1. Details of experience in Servicing / Repair of gas flooding system etc.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Period</th>
<th>Details of work handled</th>
<th>Total Cost of work in Rs.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
</tr>
</tbody>
</table>

Notes:

i) Details submitted in any other Performa will not be considered.

ii) **The details of work including the cost of the work should be supported by attested copy of each client's certificate.**

iii) Additional pages may be attached if required.

iv) All the pages must be signed by the authorised signatory of the tenderer.
### DETAILS OF PERSONNEL

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation</th>
<th>No. of Personnel Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>1</td>
<td>Engineer</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Supervisors</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technician</td>
<td></td>
</tr>
</tbody>
</table>
### Resources for the works - Machinery & Equipment

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description Of Machines/Equipments</th>
<th>Nos. available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
**FINANCIAL DATA**

Total value work for Similar work done During the period 2011-2012 to 2013-2014.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Year 2011-2012</th>
<th>Year 2012-2013</th>
<th>Year 2013-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
</tr>
</tbody>
</table>

1. Total value of work done
## FINANCIAL DATA
(Refer Clause 8.1.1)

### List of all Ongoing Contracts

<table>
<thead>
<tr>
<th>Name of the applicant (constituent member in case of Group)</th>
<th>Total number of works in hand</th>
<th>Number of contracts of each type</th>
<th>Number for which applicant went in for Arbitration</th>
<th>Litigation</th>
<th>Number of contracts in which date of completion given in the original has already burst</th>
<th>Total value of works done in Rupee equivalent as on 31/03/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Year 2011-2012</td>
<td>Year 2012-2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Year 2013-2014</td>
<td>Year 2013-2014</td>
</tr>
</tbody>
</table>

Applicant should provide information on their current commitments or 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.
Special Conditions of Contract

1. **Advance Payment**: No Advance of any type shall be paid.

2. **Payment**: The payment shall be made on Quarterly basis.

3. **Period of Contract**: The period of contract is for one year as per NIT.

4. **Price Variation Clause**: The Price Variation Clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes and duties.

5. **Termination of Contract**: If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days notice to the Contractor.

6. **Liquidity damages**: Liquidity damages towards delayed period in execution of work shall be levied as per clause 3.2.1.

7. **Safety of Personnel**: The Contractor will take full responsibility for the Safety of his Staff, Materials etc.

8. Any Damage/Breakage to the DMRC property during the execution of work will be at the risk & cost of the Contractor & in this regard The DMRC’s decision will be final regarding amount of damage/breakage etc. The amount will be deducted from contractor’s bill.

9. **Any Damage/Breakage to the DMRC property, Man, material, Machine or to the commuters of DMRC due to malfunctioning of the system will be at the risk & cost of the Contractor & in this regard The DMRC’s decision will be final regarding amount of damage/breakage etc. The amount will be deducted from contractor’s bill.

10. Only authorized staff of Contractor having proper Photo Identity Card issued by the Contractor and with Permission granted by DMRC, shall be permitted to work for Annual Contract for manpower supply for various Maintenance Activities in Electrical Maintenance section. The Contractor will have to submit the list of the Authorized staff along with a set of the Photo Identity Cards to whom permission will be required to be issued by DMRC.

11. The Contractor if awards either partly or fully of any work covered under contract to a Sub-contractor/OEM/Third party, he shall submit the documentary proof from the OEM concerned, that such award will not in any way affect the performance of the equipment/Plant, prior to the start of such work. Also, the sub-contractor firm name, address and availability of trained manpower shall be furnished for the approval.

12. The DMRC shall have the right to make minor alterations/additions/substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized DMRC’ representative.

13. The contractor shall on request of Engineer-in-charge forthwith remove from the works any person employed thereon by him who in the opinion of Engineer-in-charge may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Engineer-in-charge.

14. The DMRC’ General Conditions of Contract are applicable.

15. As per site conditions the contractor may have to carry out the work during night hours. No extra payment shall be made on this account.

16. Materials identified as such by the Engineer and advised to the contractor, shall not be dispatched from the site without written authority from the Engineer.

17. Keys of some of the locked installations are normally available in Station Control Room (SCR), which will be arranged by E&M staff for execution of work. The contractor shall liaison with DMRC staff well in advance to avoid delay and wastage of his manpower.

18. As per existing procedure the work shall be carried out in the presence of E&M staff. Also station controller shall have prior information about the work through EC. It is advised that contractor shall ensure that above formalities are completed to avoid manpower wastage.

19. The work is to be carried out as per the recommendation of DMRC and only original/recommended spares /materials/ consumables shall be used.
20. The DMRC shall have the right to make minor alterations/additions/substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized DMRC’ representative.

21. The contractor shall on request of Engineer-in-charge forthwith remove from the works any person employed thereon by him who in the opinion of Engineer-in-charge may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Engineer-in-charge.

22. Tenderer shall give their offer for one year as per schedule of quantity. They shall also give their offer for next two years for the same work in terms of %age increment (at BOQ).

23. 2nd and 3rd year contract shall be decided by the department separately and separate LOA shall be issued for each case.

24. In case of firms failure to accept LOA for the work in 2nd & 3rd years, the performance guarantee available with the department shall be forfeited.

25. The performance guarantee for 2nd & 3rd years shall be deposited by the contractor on same terms condition given in the tender.

26. A new agreement having all the existing terms conditions shall be signed by both DMRC contractor every year.

27. On the basis of performance and mutual consent, the contract can further be awarded for 4th & 5th year on the basis of rate of increment given in tender.

28. The DMRC’ General Conditions of Contract can be seen by the contractor at the office of Dy.GM/E&M/UG on any working day.

29. The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.

30. The Contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages, PF, ESI and any other dues etc including all amendments issued by the Govt. from time to time. Being a Principal Employer, DMRC may ask to submit documents in original.

31. The Contractor should provide attested copy of PAN NO., VAT registration certificate as per Delhi VAT Act. 2005 and service tax registration certificate.

32. Transport: No separate charges will be paid for transport.
Bill of Quantity


<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Unit</th>
<th>Total Amount (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One time rectification of Fire Detection and Alarm System for Notifier Make Fire Alarm System at DMRC Airport Line Stations including Tunnel Ventilation Building (TVB) and Depot Building as mentioned in Annexure-'A' at Page No. -12</td>
<td>Lot</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Comprehensive Annual Preventive and Corrective/Breakdown Maintenance for Notifier Make Fire Alarm System at DMRC Airport Line Stations including Tunnel Ventilation Building (TVB) and Depot Building.</td>
<td>Lot</td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount Inclusive all Taxes**

| %age increment for 2nd year contract for Item of sl. no. 2 of BOQ | ..........%age of 1st year contract |
| %age increment for 3rd year contract for Item of sl. no. 2 of BOQ | ..........%age of 1st year contract |

The rate quoted by the tenderer shall be inclusive of all duties, taxes, fees, octroi and other levies, materials, labour etc. Service tax shall be shown separately in BOQ by the contractor.

Total Amount in words: ________________________________________________________________

Contract Seal & Sign