



DELHI METRO RAIL CORPORATION LTD.

(A Joint Venture of Govt. of India & Govt. of NCT, Delhi)

“ Comprehensive Annual Maintenance Contract (CAMC) of ECS system (excluding chiller, Air compressor, split ACs water treatment plant) installed at Kashmiri Gate & Vishwidyaa under ground station of DMRC ”

TENDER DOCUMENT

No. O&M/E&M/UG/2015/ECS/KG&VV

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

SECTION 1
NOTICE INVITING TENDER

1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. Invites Open e-Tenders from eligible tenderes as per tender clause 1.2.2 of NIT for “**Comprehensive Annual Maintenance Contract (AMC) of ECS system (excluding chiller, Air compressor, split ACs water treatment plant) installed at Kashmiri Gate & Vishwidyaa under ground station of DMRC**”

1.1.1 The details of the Tender are as per following:

Estimated cost of work	Rs. 42,84,544/- (inclusive of all taxes)
Tender Security amount	Rs. 85691/- (in form of draft)
Cost of Tender form (Non Refundable)	Rs. 5250/- (Rs.5000 plus 5% VAT)
Completion period of the Work	1 year (from day of issue of letter of acceptance)
Tender documents on sale	16/02/15 to 02/03/15 (on working days b/w 10:00 Hrs to 16:00 Hrs)
Date & time of Submission of Tender	12/03/15 up to 1500 hrs
Date & time of opening of Tender	12/03/15 at 15.30 hrs

The tender documents (non-transferable) **can only be obtained from the office of Deputy General Manager/E&M/UG, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhambha Road New Delhi-110001. Downloaded tender document will not be entertained.**

Payment shall be made by demand draft drawn in favour of DMRC Ltd. payable at New Delhi.

1.2 Eligibility Criteria

1.2.1 Physical and financial norms:

- a. The firm should have successfully completed at least three works of similar nature work.

One single work of similar nature at least 80% value of contract or two similar work each of at least 50% value of contract and 3 works each of at least 40% each value of contract in Gove./Semi Govt organization/PSU etc.

Similar nature of work means: SITC or operation & maintenance of HVAC system (i.e. chiller, AHU, cooling tower, associated pumps & other accessories) .

- b. Applicant should have average Annual Turnover of last three audited financial years not less than 80% of total estimated cost of work.

Documentary proof of satisfying eligibility conditions and chartered accountant certificate for turnover to be furnished along with the application on printed letter heads. Testimonials of satisfactory completion should be obtained from an officer not below the rank of executive engineer..

- c. Self attested copy of VAT/Service tax registration certificate, PAN no. along with demand draft against cost of tender.
- d. Applicant must not have been black listed or deregistered by any Govt or Public sector undertaking during last 5 years.
- e. Net worth of applicants should be positive.

NOTE:

- i) The tender will be issued only to those tenderes who will submit the relevant experience, completion certificate of desired value or more with detailed BOQ for item no. 1 above..
 - ii) Any corrigendum, addendum etc issued shall be part of this tender document and shall be made available on DMRC website www.delhimetrorail.com
- 1.2.2 The mere fact that the tenderer is Pre-qualified as 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.
- 1.2.3 Tender document consists of the following:
- a. Notice Inviting Tender - consisting of
 - i. Notice Inviting Tender
 - ii. Scope of Work
 - iii. Tender prices
 - b. Instructions to Tenderers
 - c. General Conditions of Contract
 - d. Special Conditions of Contract
 - e. Bill of Quantities.
- 1.2.4 The tenderers may obtain further information in respect of these tender documents from the office of Deputy General Manager /E&M/UG office, 2nd Metro Bhawan Fire Brigade lane, Barakhamba Road New Delhi-110001
- 1.2.5 Tenderer is cautioned that the tender containing any material deviation from the tender document which consists of NIT, Instructions to tenderes, General conditions of contract, Special conditions of contract, Bill of quantities is liable to be summarily rejected as non-responsive.
- 1.2.6 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.

(Arun Sharma)
DGM/E&M/UG

Delhi Metro Rail Corporation Ltd

2nd floor, Metro Bhawan,

Fire Brigade lane,

Barakhambha Road

New Delhi-110001

SECTION 2

SCOPE OF WORK

Comprehensive Annual Maintenance Contract (CAMC) of ECS system (excluding chiller, Air compressor, split ACs water treatment plant) installed at Kashmiri Gate & Vishwidyaa under ground station of DMRC”

1.0 Schedule of Maintenance:-

A. Preventive Maintenance-

Contractor shall carry out quarterly Preventive Maintenance visit and also strictly follow the Preventive Maintenance Schedule along with Checklists as per Manufacturers recommendation. However if contractor feels that any other activity is required to be additionally done for proper maintenance of the system as per the OEM recommendation, and as per check list enclosed.

B. Corrective Maintenance

The Corrective/Breakdown Maintenance is to be carried out any time during 24 hrs x 365 days inclusive of all Sundays Holidays

i) Minor Maintenance- :

The Minor failures / defects of HVAC equipments which includes repairing/replacement (if required) of defective items with spare parts/Components.

i. Response Time (Max.) - 03 hours

ii. Attending Time (Max.) - 08 hours

ii) Major Maintenance-

The Major failures / defects covers the attention of all type of major Failures/Breakdown, which includes Repair/Replacement of Assemblies, Sub-Assemblies, and Components etc

i. Response Time (Max.) - 03 hours

ii. Attending Time (Max.) - 48 hours

The decision regarding minor/major maintenance shall be of DMRC, which will be binding on the contractor.

2.0 Corrective/ Breakdown Maintenance

- I. It includes the emergency calls required for the purpose of diagnose of trouble, adjustment, resetting of controls, repair, or replacement of failed components of the equipments.
- II. Repair / replace the faulty item found
- III. Other activities to be carried out to upkeep the system in healthy condition.

3. Other activities

- i. Repair insulation removed for inspection and maintenance activities.
- ii. Yearly Air & Water Balancing

- iii. Clean the equipment and surrounding area upon completion of work.
- iv. Report deficiencies and repairs required
- v. Completely fill the service inspection report forms.
- vi. Other activities required to be carried out as per manufacturer recommendation and to keep the system in healthy condition.
- vii. In addition to all the maintenance activities mentioned in scope of work contractor shall Supply 4 unskilled manpower in each shift for various maintenance of ECS system and other activities as per instruction of Engineer in charge. These will remain under disposal of Engineer in charge for. maintenance of the other equipments carrying cables, consumables, equipments, digging earth and other repair & maintenance activities also. Area of their work may be anywhere in or out of DMRC's stations.
- viii. The rates shall be inclusive of this item. Nothing shall be paid extra on this account
- ix. All Spares Material for servicing, T&Ps, Testing instruments and minor material for servicing, repair such as cotton, waste old dhoti, hexa blade, cleaning agent such as kerosene oil, diesel, CRC, CTC shall be provided by contractor within the quoted rates. Nothing shall be paid extra.
- x. The contractor shall also provide the Synthetic AHU filters for 4 AHUs to the store deptt of DMRC every year and same shall be replaced by the contractor if required.
- xi. The contractor shall also provide one set of cooling tower fills every year as per the specification of existing cooling tower of respective station under scope of work and same shall be replaced by the contractor if required.
- xii. The contractor shall provide labor, spares & consumables for the above work
- xiii. The work shall be carried out under the guidance of engineer in-charge.

4.0 Manpower deployment

- 4.1 The contractor shall deploy the manpower in consultation with Engineer in-charge and carry out the activities in hygienic manner.
 - 4.2 The manpower can also be deployed during OFF days/holidays/night hours as per site requirements for which nothing shall be paid extra.
 - 4.3 All the work associated with finishing complete in all respect shall be carried out by contractor for which nothing shall be paid extra.
- 5.0 DMRC is an ISO-14001 & OHSAS 18001 certified Organization for Environment, Health & safety. The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.

Check list for routine maintenance

S no.	Timeline	AHU
1	Weekly	Check for damage specially to coil and filters.
2	Weekly	Cleaning of AHU pre-filters
3	weekly	Check for air and water leakage
4	Weekly	Check condensate drain for any blockage, clean if required.
5	Weekly	Check drain pan for any blockage.
1		Follow Weekly Checks
2	Monthly	Check for UVC lights for termination and cleanliness.
3	Monthly	Check fan beltfor correct tension and sign of wear and alignment of fan and motor.
4	Monthly	Inspect coils and clean if required
5	Monthly	Check functioning of lights and limit switch interlocking & proper illumination
6	Monthly	Check for bearing of motor and blower
7	Monthly	Check for tightness of V-belts and pulleys.
8		check & maintain CFM as per design
9	Monthly	Check looseness of any bolt in fan casing motor base etc
10	Monthly	check for vibration in blower and motors
11	Monthly	Check access doors and hinges for easy operation.
12	Monthly	Check cleanliness of the filters and clean if required.
13	Monthly	Check the looseness of any bolt in the fan or casing etc.,
14	Monthly	Check the associated damper flap movement and apply grease for the bearing housing if required.
15	Monthly	Check running current of the motor.
1	Quarterly	Follow Monthly Checks
2	Quarterly	Check/Add grease or lubricate to the Fan shaft bearing, motor bearing blower bearing.if required
3	Quarterly	Clean the belt by using good grade of belt cleaner.
4	Quarterly	Check the alignment of Fan and Motor. If necessary, correct the same. .
5	Quarterly	Inspect the condensate drain pane and ensure that it is clean and water is freely flow.
6	Quarterly	Inspect the coils for cleanliness. If necessary, Hose the coil down with a low pressure water hose or low pressure air.
7	Quarterly	Observe the operation of all dampers and make any necessary adjustment in linkages and blade orientation for proper operation.
8	Quarterly	Check operation and status of NRD.
9	Quarterly	Check access doors hinges for easy operation, if required.
10	Quarterly	Check air flow (CFM) of AHU & submit report, if not found as per design, do the corrective connections
11	Quarterly	Check tightness of electrical connections
12	Quarterly	Check flexible connections spool piece for leakage.
13	Quarterly	Check for condition of inlet strainers and clean, replace if required
1	Half Yearly	Follow Quarterly Checks
2	Half Yearly	Check the condition of inlet strainers and clean if required.
3	Half Yearly	Check in motors full load current, fan motor running current and tightness of terminals
4	Half Yearly	Check blower shaft, scroll, impeller and bearing.
5	Half Yearly	Check EPB.
1	Yearly	Follow Halfyearly checks

2	Yearly	Check/clean cooling coils & fins.
3	Yearly	Clean interiors and check for corrosion, check tightness of all sections
4	Yearly	Check anti-vibration mounting & duct work, flexible connections
5	Yearly	Check operation & condition of all electrical connections.
6	Yearly	Check alignment & security of drive pulleys, adjust the same if required
7	Yearly	Combing of fins to be done after coil cleaning
8	Yearly	Check all bellows, replace if any crack/water leakage observed
9	Yearly	Check insulation resistance(megger) of motor.
S no.	Timeline	FCU
1	Weekly	Check the water leakage.
2	Weekly	Clean air filters.
3	Weekly	Check drain pan for any blockage.
1	Monthly	Follow the Weekly check
2	Monthly	Clean the filter & Y-strainer, if required.
3	Monthly	Check the fan belt tension, abnormal noise and rectify if required.
4	Monthly	Check any water leakage from unit.
5	Monthly	Inspect the condensate drain pan and ensure that it is clean and water is freely flow.
6	Monthly	Check the condition of access door hinges for proper fixing
7	Monthly	Check the unit is secured.
8	Monthly	Check the operation of 3-speed switch of the fan.
9	Monthly	Check the operation of inlet/outlet isolation valve, rectify if any problem occurs
10	Monthly	Check looseness of any bolts in fan casing motor base etc
11	Monthly	Check associated damper movement and apply grease for bearings.
1	Quarterly	Follow the Monthly check
2	Quarterly	Inspect cooling coil and clean if required.
3	Quarterly	Clean strainers for FCU.
1	Half Yearly	Follow Quarterly Checks
2	Half Yearly	Check blower, motor unit etc. Clean lubricate.
3	Half Yearly	Check and receive the vibration value and compare with recommended values.
4	Half Yearly	Check tightness of electrical connections.
5	Half Yearly	Add water and flush condensate drain pan, trap and drain line.
6	Half Yearly	Check the condition of inlet strainers and clean if required.
7	Half Yearly	Check the proper functioning of the 3 way and 2way valve.
8	Half Yearly	Check the interconnection, copper piping, canvas and cooling coils.
9	Half Yearly	Check grease, clean and lubricate bearing of motor.
10	Half Yearly	Check full load current of motor.
11	Half Yearly	Check the tightness of terminals of motor.
12	Half Yearly	Check motor running current.
1	Yearly	Follow Halfyearly checks
2	Yearly	Check blower, motor unit etc clean & lubricate.
3	Yearly	Check electrical control & connection.
4	Yearly	Check and clean cooling coil with water, if necessary.
5	Yearly	Check 2/3-way valve for proper opertaion.
6	Yearly	Check insulation resistance(megger) of motor.

7	Yearly	Check/clean cooling coils and fins.
S no.	Timeline	Cooling Towers
1	Weekly	Check the operating oil level and oil leakage in gear box.
2	Weekly	Inspect basin for clogging.
1	Monthly	Check for unusual noise/vibration in fan and fan guard, motor drive shaft and guards, gear reducer.
2	Monthly	Inspect for clogging in eliminator, fills and water basin
3	Monthly	Check operating and static oil level in gear reducer.
4	Monthly	Check oil seals of gear reducer.
5	Monthly	Check oil for water and sludge in gear reducer.
6	Monthly	Check water level in water basin.
7	Monthly	Check and adjust float valve if required.
8	Monthly	Check AMP of motor
9	Monthly	Check for any leakage in gear reducer, water basin and float valve.
10	Monthly	Check gear-reducer oil for water and sludge.
11	Monthly	Inspect eliminator and fills for clogging
12	Monthly	Check motor winding for over heating
13	Monthly	General cleaning for inside and outside.
14	Monthly	Drain cooling tower twice in a month along with condenser pipe line water.
15	Monthly	Check access door work properly
16	Monthly	Check the staircase ladder & interior walkway of wooden decay or steel corrosion
17	Monthly	Check the distribution basin for corrosion, leaks and sediments
18	Monthly	Check the drift eliminator louvers for scale build up
19	Monthly	Adjust belts and pulleys for proper tension and alignment
20	Monthly	check the fan blades for dirt/scale deposits and condition of fan cylinder
21	Monthly	check the mechanical parts of motor supports (cracks)
22	Monthly	Check the distribution spray nozzles to ensure even distribution of water over the fill
23	Monthly	Check sludge in gear box
24	Monthly	Check motor winding for overheating.
25	Monthly	Clean cooling tower from inside and outside.
26	Monthly	Check proper functioning of autbleed off valve and controller of Cooling Towers
1	Quarterly	Follow Monthly Checks
2	Quarterly	Check and topup oil in gear box
3	Quarterly	Cleaning of sump and check for any leakage
4	Quarterly	Clean Fan & Fan Guard, motor shaft, gear reducer, eliminator, fills, water basin, float valve, control valves etc.
5	Quarterly	Rebalance of fan & fan guard, driveshaft & guards.
6	Quarterly	Repaint fan & fan guard, motor, shaft, gear-reducer and if any.
7	Quarterly	Check and record insulation resistance.
8	Quarterly	Clean all nozzle & clean if required.
9	Quarterly	Check the water distribution system including the nozzles
10	Quarterly	Complete cleaning and disinfection of CT
11	Quarterly	Section screen cleaning.
14	Quarterly	Check operation of MBV.

15	Quarterly	Check connection of CT motor and MBV.
16	Quarterly	Check proper operation of autobleed of valve and its electrical connections.
1	Half Yearly	Follow Quarterly Checks
2	Half Yearly	Inspect Keys, keyways and set screws of fan and fan guard, motor, gear reducer, drive shaft and guards.
3	Half Yearly	Check vents are open of gear reducer.
4	Half Yearly	Check and change oil of gear reducer.
5	Half Yearly	Check fan blade tip clearance.
6	Half Yearly	Inspect the general condition of fan & fan guard, motor, shaft, gear reducer, fills, control valves, structural members, fan cylinder, stairs ladders etc.
7	Half Yearly	Tighten loose bolts of fan, fan guard, motor, shaft, gear reducer if any.,
8	Half Yearly	Check the working of control valve.
9	Half Yearly	check & apply lubricant (grease) in control valves and motor and apply if required.
10	Half Yearly	Check completely open and close operation of float valve. Repair as reqd.,
11	Half Yearly	Clean all nozzles & replace if damaged.
12	Half Yearly	Complete cleaning the whole parts of CT (Louvers frift eliminators & fill surface)
13	Half Yearly	Check EPB.
14	Half Yearly	Check FRP and structure bolted connections.
1	Yearly	Check rotating element for wear.
2	Yearly	Check grease, clean and relubricate bearings of motor and MBVs.
3	Yearly	Tighten loose bolts of FRP, gear box, structure bolt connection and motor.
4	Yearly	Check and change nozzels, fills if required.
S no.	Timeline	Duct Sysyem
1	Weekly	Check for air leakage.
2	Quarterly	Check the MOD, MFD status in BMS through limit switch.
3	Half Yearly	Check condition of termination to damper motor/controls.
4	Half Yearly	Clean and lubricate for loose suspended support etc.
5	Yearly	Cleaning of all diffusers, dampers and grills.
S no.	Timeline	Piping Sys
1	Weekly	Check drain points for blockage.
2	Monthly	Check for any damage to water handling components.
3	Monthly	Check pressure gauges, thermometers for correct functions.
4	Quarterly	Check and clean Y-strainers.
5	Half Yearly	General checking for loose brackets, supports etc.
6	Yearly	Conduct manual test for 3-way valve for full operation.
7	Yearly	Check isolating valves through full travel for operation.
8	Yearly	Lubricate valve spindles for smooth operation.
9	Yearly	Check the condition of insulation, repair if required.
S no.	Timeline	Pumps- CHILLERS
1	Monthly	Check for any leak in motor and pump connections
2	Monthly	Check bearings temperature with thermometer or hand test that bearing is not running excessively hot are not running excessively hot.
3	Monthly	Check for any abnormal noise and vibrations during running (If observed then rectify).
4	Monthly	Check for leaks in isolation of valves, strainers, and flexible connections.
5	Monthly	Clean pump exterior & associated pipes

1	Quarterly	Follow Monthly Checks
2	Quarterly	Check pumps lubrication as necessary.
3	Quarterly	Check & clean pump, stainers & motor casings
4	Quarterly	Check shaft or shaft sleeve for scoring
5	Quarterly	Tight & clean all electrical terminals, electrical connections, conduits, insulation, flexible connection.
6	Quarterly	Check & record motor running current.
1	Half Yearly	Follow Quarterly Checks
2	Half Yearly	Check & clean all contact surfaces of Circuit breaker, enclosures switches & push buttons.
1	Yearly	Follow Halfyearly checks
2	Yearly	Check condition of seals & bearing (Adjust or replace if required).
3	Yearly	Painting of pump exterior, if required with paint of make Narolac, Asian, Berger
S no.	Timeline	SF,SPF,EF,SEF,FAF
1	Monthly	Check cleanliness of the fan and impeller blades and clean (if required).
2	Monthly	Check for looseness of any bolts in the fan, casings etc.,
3	Monthly	Check the associated damper flap movement and apply grease for the bearing housing.
4	Monthly	Lubrication of motor bearing with recommended lubricant (sealed for life bearings should not be serviced)
5	Monthly	Check for alignment of belts/ pulleys if any.
1	Quarterly	Follow Monthly Checks
2	Quarterly	Check the operation of non-return damper. (Where Fitted)
3	Quarterly	Add grease to the fan shaft bearing & blower bearing.(If required).
4	Quarterly	Clean the belt by using good grade belt cleaner (If required).
5	Quarterly	Check the alignment of fan and motor. If necessary correct the same. Adjust the belt tension.(If required)
6	Quarterly	Remove used bearing lubricant from bearing housing. Check the bearing condition.Replace (If required).
7	Quarterly	Fill new lubricant in the bearing housing of recommended specification.
8	Quarterly	Check the operation of all dampers and make any necessary adjustment in linkage and blade orientation for proper operation.
9	Quarterly	Check the overlap and radial clearance between impeller shroud and inlet cone. If found disturbed adjust the same.
1	Half Yearly	Follow Quarterly Checks
2	Half Yearly	Check and record the vibration level and compare with recommended values.
3	Half Yearly	Check the condition of vibration isolaters and mounting. Replace if reqd.,
4	Half Yearly	Check integrity of insulation resistance
5	Half Yearly	Check cleanliness of filers and clean where required.,

SECTION 3

TENDER PRICES AND SCHEDULE OF PAYMENT

3.1.1 Tender Prices

- a. unless explicitly stated otherwise in the Tender Documents, the contractor shall be responsible for the whole works, based on the Bill of Quantities and payment shall be as per accepted rates based on the activities carried out as in the Schedule of work.
- b. The rate quoted by the tenderer shall be inclusive of all duties, taxes, fees, octroi and other levies, materials, labour to & for transportation of material and labour charges etc.

3.1.2 Schedule of Payment

- i. **Payment shall be made on quarterly basis as per the accepted rates on submission of DMRC engineer in-charge signed completion report**
- ii. The payment shall be made subjected to submission of jointly signed report of DMRC Engineer in charge & your representative.

Payment shall be subjected to deduction of all T.D.S as per applicable law.

“Comprehensive Annual Maintenance Contract (CCAMC) of ECS system (excluding chiller, Air compressor, split ACs water treatment plant) installed at Kashmiri Gate & Vishwidyaa under ground station of DMRC”.

INSTRUCTIONS TO TENDERERS

GENERAL

1.1 INTRODUCTION

Sealed Open tenders are invited for DMRC hereinafter called the ‘Employer’, for Works 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:

Deputy General Manager/E&M/UG,2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhambha Road New Delhi-11001

- 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 Dy. General Manager/E&M/UG 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 clause-11.0

2.0 POST QUALIFICATION REQUIREMENTS

- 2.1 This invitation to open eligible renderers who has completed the similar nature of work refer clause 1.2.2 of NIT.
- 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 13.0.

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 superscripted with 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 will comprise of Two envelopes namely Envelope-A & Envelope –B.

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, ESI registration certificate & PF Account certificate.
- 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 Five 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 figures. These prices should include all costs associated with the contract and taxes etc.**
- 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, 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 for for the first year shall remain valid and open for acceptance for a period of 90days from the Last date of submission of tender. The rates offered for 2nd and 3rd year shall be valid for (180days + 1 year) and (270days + 2 years) respectively
- 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 Bank Guarantee from a schedules bank in the performa at Annexure-B or in form of draft.
- 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 bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the tender.
- 12.5 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.
- 12.6 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.

12.7 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.

12.8 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 herein.
- 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 Clauses 8.0 hereon.
- 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:

Deputy General Manager/E&M/UG, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhambha 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 (telefax 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 tenderers or their Authorized representatives on date and time as mentioned in of NIT in the office of **Dy. General Manager/E&M/UG, 2nd 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 tenderers 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 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

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

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.

- 20.2 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity. However minor clarifications if required may be asked from the Tenderer.

- 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 Unsealed tenders shall be summarily rejected.
- 21.3 *Technically acceptable tenders will be eligible for consideration of their financial proposals.*
- 21.4 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.*
- 21.5 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.
- 21.6 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.
- 22.0 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 **Proforma (Form E)** included in this Document, duly incorporating all the terms of agreement between the two parties. Within **45 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 30 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 form provided in the "Instructions to Tenderers" documents, or any other form approved by the Employer shall be used for Bank Guarantee If the bank guarantee not submitted within stipulated time 10% of contract value will be deducted from the first running bill.**
- 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 Defect Liability Period shall be 3 months from the date of issue of Completion Certificate, for all the items supplied, works carried out & the defects left by contractor in execution of work.
- 29.2 During the DLP, contractor shall be responsible to corrective & breakdown maintenance of the installed supplied item,,

APPENDIX I

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	Reference to Clause No. of "Instructions to Tenderers"
	TENDER PACKAGE COMPRISING OF:	
1.	Tender Security	12.0
2.	Tender documents	8.1.1
3.	Power of attorney for individuals signing on behalf of Company/Firm Or Power of attorney in favour of the leading member of Joint Venture / Consortium.	2.4 &13.0 2.4 &13.0
4.	Financial Data (Form T-V)	8.1.1 (a)
5.	i. Pan No. as per Income Tax Act. ii. Service/Sales Tax Registration Certificate (STCC) iii. ESI registration certificate iv. PF Account certificate	8.1.1 (b)
6.	Statement of deviations from Tender Documents (Form C)	8.1.1(d)
7.	Experience record (Form T-II).	8.1.1(f)
8.	Bill of Quantities	8.1.1(e)

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,
DMRC,
2nd Floor, 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 from the day of issue of the LOA to commence and to complete the whole of the Works comprised in the Contract within one year months calculated from the day of Issue of LOA, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 15.0 of the General Conditions of the Contract and as indicated in the Appendix.
5. 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.
6. 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.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. 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.
9. 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.
10. We understand that you are not bound to accept the lowest or any tender you may receive.
11. 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..... 2015

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.	Amount of Bank Guarantee as Performance Security	27.0 of ITT
ii.	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

Sr. No.	Clause	Deviations	Remark (Including justification)	Price adjustment for withdrawl of each deviation/s.

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

Sr. No.	Clause	Deviations	Remark (Including justification)	Price adjustment for withdrawl of each deviation/s.

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 PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ 2015 between Bank of _____ (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the Contract for -----
----- of Delhi MRTS Project (hereinafter called "the contract") to M/s (Name of the Contractor) (hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank) being fully authorised to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of **15Months from** the date of signing. (The initial period for which this Guarantee will be valid must be for at least 3 **months longer than** the anticipated expiry date of Contract period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2015 being herewith duly authorised.

For and on behalf of

the _____ Bank.

Signature of authorised Bank official

Name :

Designation :

I.D. No. :

Stamp/Seal of the Bank :

Signed, sealed and delivered
for and on behalf of the Bank
by the above named _____

In the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

FORM OF AGREEMENT

This Agreement is made on the _____ day of _____ 2015 Between **Delhi Metro Rail Corporation Limited 2nd 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 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)
 - (ii) 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

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

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 etc.

(a)

(b)

(c)

EXPERIENCERECORD

1. Details of experience of similar work".

Sl. No.	Period	Details of work handled	Total Cost of work in Rs.	Remarks
(1)	(2)	(3)	(4)	(5)

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 authorize signatory of the tenderer.

DETAILS OF PERSONNEL

S. No.	Designation	No. of Personnel Available
A	B	C
1	Engineer	
2	Supervisors	
3	Technician	

Resources for the works - Machinery & Equipment

Sl.No.	Description Of Machines/Equipments	Nos. available	Location

FINANCIAL DATA**Total value work for Similar work done During the period 2012-13 to 2014-15**

S.No.	Description	Year 2012-2013	Year 2013-2014	Year 2014-2015
(1)	(2)	(3)	(4)	(5)
1.	Total value of work done			

FINANCIAL DATA

(Refer Clause 8.1.1)

List of all Ongoing Contracts

Name of the applicant (constituent member in case of Group)	Total number of works in hand	Number of contracts of each type		Number for which applicant went in for		Number of contracts in which date of completion given in the original has already burst	Total value of works done in Rupee equivalent as on 31/01/2015		
				Arbitration	litigation		Year 2012-2013	Year 2013-2014	Year 2014-2015

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. **Price Variation Clause:** - The Price Variation Clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes and duties.
3. **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.
4. **Penalty:** A penalty will be imposed @Rs.200/- per day for minor repair works & Rs. 500/- per day for major repair works, in case of non-rectification of fault stipulated time as per tender clause Section-2, 1.0 (b) or poor work quality. However, the maximum penalty shall be limited to 10% of the total cost of the contract.
 - i. if fault not rectified in stipulated time, the work shall be carried out by DMRC on the risk & cost of contractor.
 - ii. In case there is more than three incidences in which contractor failed to carry out the rectification work than the tender cancellation will be processed on the basis of poor performance.
5. **Safety of Personnel:** - The Contractor will take full responsibility for the Safety of his Staff, Materials etc.
6. **Quantity Variation Clause:** The Quantity of Equipments mentioned may vary by +/-25% of BOQ.
7. 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' decision will be final regarding amount of damage/breakage etc. The amount will be deduced from contractor's bill.
8. 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.
9. 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 contractor 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.
10. 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.
11. 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.
12. 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). However the evaluation of tender shall be solely done on the basis of rates received for 1st year.
13. 2nd and 3rd year contract shall be decided by the department separately and separate LOA shall be issued for each case.
14. 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.
15. The performance guarantee for 2nd 3rd years shall be deposited by the contractor on same terms condition given in the tender.
16. A new agreement having all the existing terms conditions shall be signed by both DMRC contractor every year.
17. 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.
18. 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.

Terms and Conditions

1. 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.
2. 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.
3. The work is to be carried out under the guidance of DMRC only.
4. No T&Ps shall be issued to the contractor. All T&Ps, Instruments, Machines, etc. will be brought by the Contractor only. The cost of all these items shall be borne by the contractor.
5. Labour- No labour shall be provided by DMRC.
6. Transport: No separate charges will be paid for transport.
7. 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.
8. The DMRC' General Conditions of Contract are applicable.
9. **Successful Contractor shall be submit the following along with submission of invoice insurance cover under the following requirements:**
 - a) Contractor's all risk & third party.
 - b) Liability under the workmen's compensation act 1923, minimum wages act 1948 and contract labour (regulation and abolition) act, 1970.
 - c) Accident to staff, engineers, supervisors and other who are not governed by workmen's compensation Act.
 - d) Damage to material, machinery and works due to fire, theft etc.

Annexure – B

i. **Contract /LOA / Agreement No.:**ii. **Beneficiary Name:**iii. **Beneficiary Address:**

Line-1:	
Line-2:	
District / City :	State /UT :
PIN CIDE :	Tele / Fax :
Mobile Alert :	
1.	
2.	
3.	
4.	

iv. **Bank Details:**

Bank Name :									
Branch Address :									
Beneficiary A/c No. :									
Beneficiary A/c Type (Saving / Current) :									
Beneficiary A/c Name :									
9-Digit Branch MICR Code :									
IFSC Code of the Branch									

Stamp & Signature of Authorized Signatory

NOTE: Duly verified by Bank

Note: along with one cancelled cheque

VENDOR MASTER DATA CREATION / CHANGE REQUEST FORM	
Account Group (In case of New Vendor Creation Only)	
Purchasing Organization (In case of New Vendor Creation Only)	
VENDOR NUMBER (In case of Change Only)	
NAME #	
Title	
Name	
SEARCH TERM %	
Search Term	
STREET ADDRESS #	
Street / House No.	
Postal Code / City	
Country	
COMMUNICATION #	
Telephone No.	
Mobile No.	
Fax No.	
E-Mail	
TAX INFORMATION #	
VAT Registration No.	
PAN Number	
BANK DETAIL #	
Bank Name	
Branch Address	
Country	
Beneficiary A/c Type (Saving / Current)	
Beneficiary A/c Name	
Beneficiary A/c Number	
Branch MICR Code (Optional)	
Branch IFSC Code	
Bank Key	
ALTERNATIVE PAYEE IN DOCUMENT %	
Permitted Payee, if any	
ACCOUNTING INFORMATION %	
Reconciliation Account	
Sort Key	
Cash Management Group	
PAYMENT DATA %	
Payment Terms	
Chk Cashing Time	
AUTOMATIC PAYMENT TRANSACTIONS %	
Payment Method	
House Bank	
WITHHOLDING TAX INFORMATION %	
Withholding Tax Type (Separated by comma in case of more than one)	
W/Tax Code	
Liable (Y / N)	
Rec. Type	
W / Tax ID	

Bill of Quantity

“Comprehensive Annual Maintenance Contract (CAMC) of ECS system (excluding chiller, Air compressor, split ACs water treatment plant) installed at Kashmiri Gate & Vishwidyaa under ground station of DMRC r works in underground stations of DMRC”

S. No.	Description of work	Qty.	Unit	Unit Rate (in Rs.) (in words & figs)	Amount
A	CAMC of ECS system at KG & VV under ground metro station of DMRC as per scope of work				
1	Air Handling Unit	14	nos		
2	Pumps related to Chiller	14	nos		
3	Cooling Tower	5	nos		
4	Fan Coil Units	34	nos		
5	Supply fans	15	nos		
6	Exhaust Fans	28	nos		
7	Stair case Pressurization Fans	6	nos		
8	Smoke Exhaust Fans	6	nos		
10	Ducting	2	Lot		
11	Pipelines, Valves, Gauges And accessories	2	Lot		
12	Dampers	2	Lot		
	Total Amount				
	Service tax @ 12.36% on% amount				
	VAT @ 12.5% on% amount				
	Total Amount Inclusive of all taxes				
	%age escalation for 2nd Year		% on 1 st year	
	%age escalation for 3rd year		% on 1 st year	

Amount in words:

**(Signature of contractor
with stamp)**