



DELHI METRO RAIL CORPORATION LTD.

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

**“Replacement and commissioning of TVS Jet fan motor in
Airport Station Tunnel Section.”**

TENDER DOCUMENT

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

SECTION 1

NOTICE INVITING TENDER

1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. invites sealed open tenders for work of "**Replacement and commissioning of TVS Jet fan motor in Airport Station Tunnel Section.**"

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

Estimate cost of work	: Rs. 3,02,400/- -(inclusive of all taxes)
Tender Security amount	: Rs. 6,048/-
Cost of Tender form (Non- Refundable)	: Rs.1050.00/- (Including 5% VAT)
Completion period of the Work	: 45 Days (starting from the date of issue of letter of acceptance)
Tender documents on sale	: 28/03/2015 to 20/04/2015 (Working days between 10:00 Hrs to 16:00 Hrs)
Date & time of Submission of tender	: 24/04/2015 up to 1500 Hrs
Date & time of opening of Tender	: 24/04/2015 at 1530 Hrs

The tender document (non-transferable) can be obtained from the office of Deputy General Manager/E&M/UG-II, 6th floor, Metro Bhawan, Fire brigade lane, Barakhamba 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 from DMRC's website** and submit on scheduled date of submission of tender document. The cost of tender document may be in the form of DD/Bankers cheque for Rs. 1,050/- in favour of DMRC Ltd.

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 Financial Standing (Annual turnover):

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

1.2.3 **Experience:** Similar type one single work not less than 80% each value of contract or two similar type works of at least 50 % each value of contract and three works of at least 40 % each value of contract in the last three financial years in PSU/Semi-Govt. organization/in DMRC through any sub contract got from main contractor and in any reputed private organization ,relevant experience should be attached

Similar Work: Similar work means installation or replacement of industrial fan/impellers/blowers/TVF/Jet fan.

1.2.4 Applicant must not have been blacklisted or de registered by any Govt. or Public sector undertaking during the last 5 years.

1.2.5 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. Special Conditions of Contract
 - d. Other Terms & Conditions
 - e. General conditions of contract
 - f. Bill of Quantities
- 1.2.6 The Contract shall be governed by the documents listed in Para 1.2.5 above.
- 1.2.7 The Tenderers may obtain further information in respect of these tender documents from the office of **Deputy General Manager /E&M/UG-II office, 6th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.**
- 1.2.8 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.
- 1.2.8 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No Tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

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

SECTION 2

SCOPE OF WORK

The contractor will execute the work i.e. **“Replacement and commissioning of TVS Jet fan motor in Airport Station Tunnel Section.”**

2.1 The brief scope of work to be carried out by the contractor consists of the following :

- Fixing of hook and chain block assembly on ceiling of tunnel for lowering/raising of jet fan and provision of scaffolding.
- Disconnection of Electrical wiring
- Dismantling of jet fan with attenuator.
- Lowering the jet fan from ceiling of the tunnel (Weight, approx. – 700 Kg, height-5 metres).
- Dismantling of jet fan motor from fan hub and case frame.
- Shifting of faulty motor from track to airport station (500 metres) and new motor from station to track
- Fitting of new motor inside the jet fan hub and Alignment / Balancing of the fan.
- Fitting of noise attenuators and fixing of Jet Fan casing on the ceiling, isolator fixing with proper nut bolting with the help of Chain pully block and scaffolding.
- Re-connection of Electrical Terminals and commissioning.
- Measurement of Axial, Horizontal and Vertical vibration level and ensuring that the same are below 6 mm/s.
- Removing of 5 nos. hooks/chain block and scaffolding and shifting out of station.

All above work is to be executed in night hours only between 01:00-04:00 hrs. The contractor shall bring All T&Ps, Testing instruments etc. required. Labor required to execute the work shall be in scope of contractor and nothing will be paid extra.

SECTION 3

TENDER PRICES AND SCHEDULE OF PAYMENT

3.1 Tender Prices

- 3.1.1 **a.** unless explicitly stated otherwise in the Tender Documents, the contractor shall be responsible for the whole work, 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, labor etc. Service tax shall be shown separately in BOQ by the contractor.

3.1.2 Schedule of Payment

Payment shall be made after completion of 100% work after submission of bill.

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

INSTRUCTIONS TO TENDERERS

GENERAL

1.0 INTRODUCTION

Sealed open tender are invited for “Replacement and commissioning of TVS Jet fan motor in Airport Station Tunnel Section.”

The tender package consists 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)
- Bill of Quantities (BOQ)
- General Conditions of Contract (GCC)
- Other conditions of contract

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-II, 6th floor, metro Bhawan, Fire brigade lane, Barakhamba 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 Dy. General Manager/E&M/UG-II 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 tender is open to Tenderer for “**Replacement and commissioning of TVS Jet fan motor in Airport Station Tunnel Section.**”

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 The authorized signatory of the tenderer shall sign each page of tender. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 16.0.

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

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 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

5.0 TENDER DOCUMENTS

5.1 CONTENTS OF TENDER DOCUMENTS

- 5.1.1 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 last date mentioned in NIT. 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.

7.0 PREPARATION OF TENDERS

7.1 LANGUAGE OF TENDER

- 7.1.1 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-II**, DMRC duly super scribing 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 super scribed with name of work and "**TENDER PACKAGE.**" The Tender package will comprise of Two envelopes namely Envelope-A & Envelope –B.

Envelope-A

- a) Envelope –A shall contain Tender security in original superscripted with "Name of work" & "Tender Security" and shall contain draft for tender security.

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.

- a) Attested copies of the PAN. No. under income Tax Act, Sale tax registration certificate and /or service tax registration certificate whichever applicable.
- b) Tender documents as listed below:
 - i. Notice Inviting Tender
 - ii. Instructions to Tenderers
 - iii. Special Conditions of Contract
 - iv. DMRC's General Conditions of Contract
- c) Statement of deviations from tender documents (Form C).
- d) Bill of Quantities (BOQ) duly filled and signed by contractor.

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.

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 *Price quoted by the Tenderer shall be inclusive of all tax/duties/Levis including service tax. (Service tax shall be shown separately in BOQ)*

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.

9.3 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 there to 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 Clause 1.1 of NIT.

12.2 The tender security will be in the form of a Demand draft in the name of Delhi Metro Rail Corporation Ltd. The Tender Security shall be endorsed/pledged in favour of the Employer and shall be submitted in a separate envelope (envelop-A- clause 8.1.1)

- 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 as defined in Clause 11.0. In this connection, Clause 25.3 may also be referred to.
- 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 Clause 27.0.
- 12.6 **The tender security shall be forfeited:**
1. If a Tenderer withdraws his tender during the period of tender validity
 2. If the Tenderer does not accept the correction of his tendered price in terms of Clause 22.0 or
 3. In the case of a successful tenderer, if he fails to:
 - a. Furnish the necessary performance guarantee for performance as per Clause 27.0 and/or
 - 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 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 Tender package shall be sealed in separate envelope. The envelope shall be wrapped in an outer envelope addressed to Dy General Manager /E&M/UG-II, DMRC

duly super scribing 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.

- 14.1.3 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 previously mentioned 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-II, 6th floor. Metro Bhawan, 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 (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 in Clause 15.1 herein 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 sub clause 1.1.1 of NIT in the office of **Deputy General Manager/E&M/UG-II, 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 tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

18 **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.
- 20.3 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.
- 20.4 The decision of the Engineer/Employer as to which of the tenders are not substantially responsive or have impractical / methods or program for execution shall be final.

21.0 EVALUATION OF TENDER

- 21.1 ***The Employer will, keeping in view the contents of Clause 8.1.1, 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 is technical, submittal has a major inadequacy his tender will be considered non-complaint 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.

22.0 CORRECTION OF ERRORS

- 22.1 Tenders determined to be technically acceptable after the Engineer / Employer will check technical evaluation 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 Subject to Clause 9.3 and 21.0, 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 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract.

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 authorized signatory, within three days of receipt of the same by him. The Employer from the unsuccessful Tenderers will entertain no correspondence.
- 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 as per Clause 25.1, 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 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 scheduled 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. The Bank Guarantee shall be valid up to 1 month beyond Defect Liability Period.

- 27.2 The BG submitted by the contractor should be sent to **Dy. General Manger/E&M/UG-II, 6th Floor, Metro Bhawan, fire Brigade Lane, Barakhamba 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 issue of Completion Certificate, for the defects left by contractor in execution of work. Defect/s noticed during the Defect Liability Period shall be rectified by the contractor without any cost to DMRC, failing which the Security Deposit of the Contractor shall be forfeited. The contractor may also be debarred from any future tendering in the Organization.
- 30.0 Liquidated Damages / Penalty for Delay:**
- 30.1 Liquidity damages towards delayed period in execution of work shall be levied @ 0.5% per day subjected to maximum 10% of contract amount.
- 31.0 The General Contract Condition can be seen by contractor at the office of **Dy.GM/E&M/UG-II** on any working day

APPENDIX I

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

COMPILED FROM THE PROVISIONS IN THIS VOLUME

S. No.	Document	Reference 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.	i. Pan No. as per Income Tax Act. ii. Service Tax Clearance Certificate & Sales Tax Clearance Certificate (STCC) / Value Added Tax Clearance Certificate (VATCC) and registration with contract cell of Sales Tax Department as per "Delhi Sales Tax Act 1999". iii. PF Registration No. iv. ESI Registration No. & Code No. as per ESI Act 1948.	8.1.1(a)
5.	Statement of deviations from Tender Documents (Form C)	8.1.1(c)
6.	Bill of Quantities	8.1.1(d)

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	Financial Data	T-II

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-II
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 work within days of issue of the LOA to complete the whole of the works in the contractor up to 6 months contract period 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.
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 (for subsequent years, as per clause 11.1 of ITT) 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.

7. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender non-compliant and if the Contract has been awarded to declare the Contract null and void.
8. We understand that you are not bound to accept the lowest or any tender you may receive.
9. 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 authorized 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 **1.1.1 of NIT**
date of issue of LOA

Signature of authorised
signatory on behalf
of Tenderer

Date

Name

Place

Address

PROFORMA FOR STATEMENT OF DEVIATIONS

(Refer Clause 8.1.1)

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

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

Signature of Tenderer

Note

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

(Refer Clause 27.0 of "Instructions to Tenderers")

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 Rail Corridor 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 authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay 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 06 Months from the date of signing. (The initial period for which this Guarantee will must be valid for at least 04 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 authorized.

For and on behalf of

the _____ Bank.

Signature of authorized 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
(Refer Clause 26.0 of "Instructions to Tenderers")

This Agreement is made on the _____ day of _____ 2015 Between Delhi Metro Rail Corporation Limited, 6th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba 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) Bill of Quantities
 - (f) Form of Tender with Appendix
 - (g) Addendums, if any
 - (h) 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

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

For and on behalf of the Employer

Signature of the authorized 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 etc.

(a)
(b)
(c)

FINANCIAL DATA

(Refer Clause 8.1.1)

Total value work for similar work done During the period 2012-2013 to 2014-2015.

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

Special Conditions of Contract

1. **Period of contract:**-The period of Contract shall be as per NIT.
2. **Payment Terms:** - The Payment shall be made after completion of work as per accepted rates. The report shall be submitted in triplicate, which shall be also signed by the DMRC representative. The Contractor will submit report-giving details of work carried out.
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. **Quantity / Contract period variation Clause:** - NA
5. 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 deducted from contractor's bill.
6. **The extra NON-SCHEDULE work will be done as per site requirement and price of the extra item will be derived from available market rates.**
7. **Penalty Clause:-** In case of non completion of work within scheduled time, penalty as per clause 31 of the tender shall be levied.
8. The work shall be executed only in non revenue hours (in night, 01:00-4:00 hrs) depending upon getting power block. So tenderers are advised to quote net rates only after considering this aspect.
9. AS per site condition, the contractor may have to carry out work during late night hours. No extra payment shall be made on this account.

Other 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 Engineer 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. Labor- No labor shall be provided by DMRC.
6. Transport: No separate charges will be paid for transport.
7. As per existing procedure, the work shall be carried out in the presence of E&M staff at Airport Station. In addition, station controller shall have prior information about the work through TPC/EC. It is advised that contractor shall ensure that above formalities are completed to avoid manpower wastage.
8. 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.
9. 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.
10. The DMRC' General Conditions of Contract are applicable.

BOQ

Sub.- Replacement and commissioning of TVS Jet fan motor in Airport Station Tunnel Section

S.No.	Description	Manpower	Day	Amount	Remarks
1	Fabrication of hook at site for chain block.				
a	Cost of Consumable item (Gas + Welding rod) and MS plate for Hook and fastener).				
2	Shifting and fixing of scalf folding.				
3	Fixing of hook and hanging the 5 nos. chain block.				
4	Dismantling of jet fan with attenuator (Remove cable connection from fan terminal box + Dismantling the fan & silencer isolator + Tie up the ceiling belt from jet fan to laying down).				
5	Dismantling of jet fan Attenuator.				
6	Dismantling of jet fan hub from motor and motor from case frame.				
7	Shifting of motor from track to store and store to track.				
8	Assembly of jet fan hub with motor and Alignment/Balancing.				
9	Installation of jet fan on ceiling and isolator fixing and proper nut bolting.				
10	Electrical connection and commissioning.				
11	Removing of 5nos. Hooks/ chain block and scalf folding and shifting out of station.				
12	Scalf folding/ A type ladder rent charges.				
	Total				
	Taxes				
	Grand Total (Including all Taxes)				

Grand Total Amount in Words Rs.:- _____

Signature of Contractor with Seal