



DELHI METRO RAIL CORPORATION LTD.

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

Tender Document

For

“Supply ,Installation, testing & commissioning of water flow meters in underground Metro stations of DMRC.”

DELHI METRO RAIL CORPORATION LTD.

METRO BHAWAN, Fire Brigade Lane, Barakhamba Road

New Delhi-110001

“Supply , Installation, testing & commissioning of water flow meters in underground stations of DMRC.”

INSTRUCTIONS TO TENDERERS

1.0 INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR “e-TENDERING”

- 1.1 The intending tenderers must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- 1.2. Information and instructions for tenderers posted on website shall form part of tender documents.
- 1.3. The complete Tender Document can only be obtained online after registration of tenderer on the website www.tenderwizard.com/DMRC and thereafter on providing details of Demand Draft or Pay Order or Banker's towards cost of Bid Documents (as prescribed in NIT). For further information in this regard bidders are advised to contact the office of Deputy General Manager/E&M/UG office, 2nd Floor, Metro Bhawan, Fire Brigade lane, Barakhamba Road New Delhi-110001.
- 1.4. Tender can only be submitted after uploading the mandatory scanned copy of documents such as Demand Draft or Pay Order or Banker's towards cost of Bid Documents and Tender Security.
- 1.5. Those tenderers who are not registered on the website mentioned above shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process' as per details available on the website.
- 1.6. The intending tenderer must have valid **class-III digital signature** to submit the tender.
- 1.7. On opening date, the tenderer can login and see the tender opening process. After opening of tenders, tenderer will receive the competitor bid sheets.
- 1.8. Tenderer can upload documents in the form of **PDF / JPG / JPEG** format.
- 1.9. **Tenderer must ensure to quote rate of each item given in the separate BOQ.**

2.0 General

2.1. General Description of the Work

This contract is for the work as “Supply, Installation, testing & commissioning of water flow meters in underground stations of DMRC.” The Scope of Work for this contract is further described in the NIT.

2.2 Eligible Tenderers

This is an open local competitive e-tender and all companies, corporations, partnership firms, consortium or Joint Ventures who are involved in execution of similar nature of work and those who fulfill the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate.

2.3 Qualification of the Tenderer

- 2.3.1 The Tenderer shall submit a written power of attorney authorizing the signatory (ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of partnership, consortium or

joint venture, Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit these document with "Apostils" stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.

2.3.2 Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract 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 will not include any such amount. To fulfill this requirement, the tenderer (each member in case of JV/Consortium) has to sign the declaration. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.

2.3.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

2.4 **One Tender per Tenderer**

A Tenderer shall submit only one tender, either individually as a tenderer or as a partner of JV/Consortium. If a tenderer who submits or participates in more than one tender, all tenders in which the tenderer has participated either as sole tenderer or member of JV/consortium shall be considered invalid.

3.0 **COST OF TENDERING**

3.1 The tender 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 1.0 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 TENDER COST AND TENDER SECURITY

8.1.1 The Tenderer shall submit the tender cost and tender security in sealed envelopes 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.

8.1.2 The Tenderer will submit Two envelopes namely Envelope-A & Envelope –B before opening of technical bid.

Envelope -A

Envelope-A shall contain demand draft for Tender Cost in original superscripted with Name of work & "Tender Cost". At lower portion Name and address of tenderer shall be mentioned.

Envelope-B

Envelope-B shall contain demand draft for Tender Security in original superscripted with Name of work & "Tender Security". At lower portion Name and address of tenderer shall be mentioned.

8.1.3 REQUISITE DOCUMENTS

Tender bid shall comprising of following forms and documents duly filled in or duly verified by the tenderer to be uploaded as per tender requirement.

- I. Work experiences **as per clause no. 1.2.1 of NIT.**
- II. Audited financial turn over for financial eligibility **as per clause no. 1.3.1 of NIT.**
- III. Declaration for non black listing/ de-registered by any Govt/ PSU in the format prescribed **as per clause no. 1.3.1 of NIT.**
- IV. Documents to certify the positive net worth **as per clause no. 1.3.1 of NIT.**
- V. Attested copies of the PAN. No. under income Tax Act, ESI & PF Registration No., Sale tax registration certificate and /or service tax registration certificate whichever applicable.
- VI. Attested copies of the PAN. No. under income Tax Act, PF registration certificate and ESI Registration certificate, VAT/Sales Tax Registration Certificate as applicable. "As per Delhi VAT Act, the party who is executing work in Delhi has to have registration with VAT authorities of Delhi. If a tenderer is outside Delhi intends to participate in DMRC tender, he can be permitted provided he gives an undertaking to the fact that he will get himself registered with Delhi VAT authorities, in the event of issue of Letter of acceptance to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Delhi Sales Tax / Delhi VAT Department payment shall not be released."
- VII. Statement of deviations from tender documents **(Form C).**
- VIII. Experience record of similar works during the last three years and in progress on date may be furnished in the format prescribed **(Form T-II).**
- IX. Details of Personnel may be furnished in the format prescribed **(Form T-III).**
- X. Details of Resources to be used for the work – Machinery & Equipments may be furnished in the format prescribed **(Form T-IV).**
- XI. Total value of similar works executed for the last three financial years along may be given in the format prescribed **(Form T-V).**
- XII. Scanned copies of tender cost and tender security with details

XIII. Bill of Quantities (**BOQ**) after finding the bid technically qualified.

Tenderer who will qualify the above technical requirement clause 8.1.3 (I to XII) after duly verification of uploaded document shall be considered technically qualified.

- 8.1.4 The financial bid clause 8.1.3 (XII) of all the technical qualified tenderer shall be opened on scheduled time on line.

Note: - Financial bid of only those bidders who are found in technically suitable / eligible and have submitted requisite security and fulfilled relevant terms and condition of tender documents shall be opened on line at www.tenderwizard.com.

- 8.1.5 **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.**

- 8.1.6 All documents uploaded for the purposes of tendering, and any amendments issued in accordance with Clause 8.0 shall be deemed as incorporated in the Tender.

- 8.1.7 **All documents uploaded for the purposes of tendering, and any amendments issued in accordance with Clause 8.0 shall be deemed as incorporated in the Tender.**

9.0 **TENDER PRICES**

- 9.1 The tenderer is required to quote for all the items as per tender documents.

- 9.2 The Tenderer shall keep the contents of his tender and rates quoted by him confidential.

10.0 **CURRENCIES OF THE TENDER**

- 10.1 Tender prices shall be quoted in Indian Rupees only.

11.0 **TENDER VALIDITY**

- 11.1 The tender shall remain valid and open for acceptance for a period of 180 days from the Last date of submission of tender.

- 11.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer/the Engineer may request the tenderers for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telefax. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

12.0 **TENDER SECURITY**

- 12.1 The tenderer shall furnish, as tender security, an amount as mentioned in NIT.

- 12.2 The tender security will be in the form of a 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 22.0
3. In the case of a successful tenderer, if he fails to:
 - a. Enter into the Contract within the time limit specified.
 - b. 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.

14.0 SUBMISSION OF TENDERS

14.1 The tenderer shall submit their tender on-line on e-tendering website www.tenderwizard.com/DMRC.

14.2 Only 'Tender Security' and 'Cost of Tender Document' shall be submitted in originals (in physical form) as described below.

14.3 The tenderer shall seal the 'Cost of Tender Documents' in an envelope, bearing the following identification for cost of tender document:

"COST OF TENDER DOCUMENTS", Tender Reference No. – DMRC/E&M/UG/water meters and submit the same as per schedule mentioned in NIT at the address mentioned below. The tenderer shall also mention his Name and address on above envelope.

14.4 The tenderer shall seal the 'Tender Security' in an envelope, bearing the following identification for Tender Security: "TENDER SECURITY", Tender Reference No. – DMRC/E&M/UG/water meters and submit the same before date and time of submission of tender mentioned in NIT at the address mentioned below. The tenderer shall mention his Name and address on above envelope also.

**The DGM/E&M/UG
Delhi Metro Rail Corporation,
2nd Floor, Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,
New Delhi.110001;**

14.5 It shall be the responsibility of the bidder / tenderer to ensure that the envelope containing 'Tender Security' and 'Cost of Tender Document' is submitted to the office of **DGM/E&M/UG** at above-mentioned address before the prescribed dead line.

- 14.6 'Tender Security' and 'Cost of Tender Document' submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.
- 14.7 DMRC will not be responsible for delay, loss or non receipt of 'Tender Security' and 'Cost of Tender Document' sent by post / courier.
- 14.8 DMRC shall not be responsible for 'Tender Security' and 'Cost of Tender Document' delivered to any other place / person in DMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.
- 14.9 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 15.0 LATE TENDERS**
- 15.1 Tenders have to be submitted online on e-tendering website www.tenderwizard.com/DMRC. It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted on e-tendering website of DMRC before the deadline of submission prescribed in NIT.
- 15.2 Submission of Tenders shall be closed on e-tendering website of DMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- 15.3 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website www.tenderwizard.com/DMRC before the deadline of submission. DMRC will not be responsible for non receipt of tender documents due to any delay and/or loss etc.
- 15.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 15.5 Modification, Substitution and Withdrawal of Tenders**
- 15.5.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- 15.5.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- 15.5.3 The Tender submitted online will be taken as a final bid.
- 15.5.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

TENDER OPENING

16.0 TENDER OPENING

The Employer or his authorized representative will open the Tender in the presence of tenderers or their Authorized representatives on date and time as mentioned in of NIT in the office of **Deputy General Manager/E&M/UG, 2ndFloor, 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.

- 16.1 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.

17.0 PROCESS TO BE CONFIDENTIAL

- 17.1 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.
- 17.2 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.

18.0 CLARIFICATION OF TENDERS

- 18.1 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 21.0 herein.

19.0 DETERMINATION OF RESPONSIVENESS

- 19.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.
- 19.2 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.
- 19.3 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.
- 19.4 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.

20.0 EVALUATION OF TENDER

- 20.1 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.
- 20.2 *Technically acceptable tenders will be eligible for consideration of their financial proposals.*
- 20.3 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.
- 20.4 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.
- 20.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

21.0 CORRECTION OF ERRORS

- 21.1** 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.
- 21.2** 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**22.0 AWARD CRITERIA**

- 22.1** 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.

23.0 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 23.1** 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.

24.0 NOTIFICATION OF AWARD

- 24.1** 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. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.
- 24.2** The Letter of Acceptance will constitute a part of the contract.
- 24.3** 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.

25.0 SIGNING OF AGREEMENT

- 25.1** The Employer shall prepare the Agreement in the **Performa (Form E)** included in this Document, duly incorporating all the terms of agreement between the two parties. Within **15 Days** from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement.

26.0 PERFORMANCE SECURITY

- 26.1** 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. This Guarantee is valid for a period of 18 Months from the date of signing. **If the bank guarantee not submitted within stipulated time 10% will be deducted from the first running bill**

- 26.2** The BG submitted by the contractor should be sent to **Deputy General Manager/E&M/UG, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001** by the issuing bank under Registered Post (A.D).
- 26.3** In case the original BG is submitted through the contractor, the issuing bank should requested to immediately send by Registered Post (A.D) an unstamped duplicate copy of the bank guarantee directly to **Deputy General Manager/E&M/UG, 2ⁿ Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001**.
- 27.0 Cancellation of Letter of Acceptance (LOA) and Form of Tender.**
- 27.1 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.
- 28.0 Defect Liability Period**
- 28.1** Spare part replaced shall be warranted to be free from defect for the period of 12 month from the date of installation & remaining work executed shall be warranted to be free from a period of 06 month from the date of installation.

APPENDIX I
CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Sl. No.	Document	Reference to Clause No. of "Instructions to Tenderers"
	TENDER PACKAGE COMPRISING OF:	
1.	Tender Cost and Tender Security	8.0 & 12.0
2.	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.	A3.1 & 13.0 A3.1 & 13.0
3.	Documents Required for evaluation of Tender	8.0
4.	Work Experiences	8.1.3 (i)
5.	Audited Financial Document	8.1.3 (ii)
6.	Declaration for Non-Black Listing / De-registered by any Govt / PSU	8.1.3 (iii)
7.	Documents to certify the positive net worth	8.1.3 (iv)
8.	Self attested copies of the following documents: i. Pan No. as per Income Tax Act. j. Sales Tax Registration Certificate / VAT Registration Certificate k. Service Tax Registration Certificate l. PF Registration No./ Exemption undertaking m. ESI Registration No. / Exemption undertaking	8.1.3 (v) & (vi)
9.	Statement of deviations from Tender Documents (Form C)	8.1.3 (vii)
10.	Experience record of similar works (Form T-II)	8.1.3 (viii)
11.	Detail of Personnel (Form T-III)	8.1.3 (ix)
12.	Detail of Resources (Form T-IV)	8.1.3 (x)
13.	Financial Data for similar work (Form T-V)	8.1.3 (xi)

**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. General Manager/ E&M/UG,
 2nd Floor, Metro Bhawan,
 Fire Brigade Lane,
 Barakhamba Road
 New Delhi-110001**

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the amount indicated in BOQ.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 10days of issue of the LOA to commence and to complete the whole of the Works comprised in the Contract within 12 months calculated from the date of Issue of LOA, as indicated in the Appendix.
4. 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 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. Amount of Bank Guarantee as **26.0 of ITT**
Performance Security
- ii. Contract Period from the date of **1.1.1 of NIT**
issue of LOA

Signature
of authorized
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 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

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 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 09 Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **06 month 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

This Agreement is made on the _____ day of _____ 2015 Between **Deputy General Manager/E&M/UG, 2nd 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 (except clause no.23:Insurance)
 - (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 authorized official

Signature of the authorized 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

By the said

_____ Name

_____ Name

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

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)

EXPERIENCE RECORD

1. Details of experience in the similar type of work as mentioned in Section 2.

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 authorized 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 Machines/Equipments	Of	Nos. available	Location

FINANCIAL DATA**Total value of Turnover 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			

FINANCIAL DATA

(Refer Clause 8.1.3)

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		
				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.

**** This figure should also include the year-wise break-up of part value of works to be executed in the three years period (2012-2015) even if completion of such works spills over beyond this three years period (2012-2015).**

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:** in case of non- completion of work within a schedule time, penalty @ Rs 1000.00 /-per incident/day shall be levied subject to max 10 % of contract value.
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. **Warranty:-** Spare part replaced shall be warranted to be free from defect for the period of 12 month from the date of installation & remaining work executed shall be warranted to be free from a period of 06 month from the date of installation.
8. Any Damage/Breakage to the DMRC property during the execution of work will be at the risk & cost of the Contractor & in this regard The DMRC' decision will be final regarding amount of damage/breakage etc. The amount will be deducted from contractor's bill.
9. 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.
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. The DMRC' General Conditions of Contract are applicable & can be seen by the contractor at the office of Dy.GM/E&M/UG on any working day.
13. Electrical power connection, water as required shall be provided by DMRC free of cost. However, contractor shall use its own resources to take necessary connections from point informed by Engineer in-charge.
14. In some cases where operations are affected the work shall be carried out only during night time after taking permit to work from station controller, power block from JE/OHE etc. No extra payment shall be made on this account.
15. The extra Non-Schedule work will be done as per site requirement and price of extra item will be derived from available market rates.
16. If repair is done at workshop the replacement of part shall be verified by DMRC staff.

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. **Labor:** No labor 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. **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 labor (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.

Bill of Quantity

Sub: Supply, Installation, testing and commissioning of water flow meter in underground metro station of DMRC

S.No	Item Description	Quantity	Units	Rate/Qty	Total Amount (X)
1	Providing water meter Class B flanged type with CI body with dry dial & magnetic drive make Kranti				
	65mm diameter	45	Nos		
	80mm diameter	55	Nos		
2	Providing Dirt Box/Strainers, T type with flanged ends, complete as per required	95	Nos		
3	Providing flange suitable for				
	65mm diameter pipe	90	Nos		
	80mm diameter pipe	110	Nos		
4	Providing rubber pack suitable for				
	65mm diameter pipe	90	Nos		
	80mm diameter pipe	110	Nos		
5	Providing Nut bolts suitable for 5/8x 80mm	600	Nos		
Total (X)					
6	Labor charges of cutting the MS pipe line for installation of Water Flow Meter + Dirt Box, Complete i/c welding of Flanges complete as required i/c installation of meter testing etc. complete as required	95	Job		
7	Total (Y)				
8	VAT @.....%on total X				
9	Service tax @.....% on amt of S.No.6				
10	Amount (Z)				
11	Discount in %age of Z				
12	Grand Total after discount				

Amount in words:

The rates should be filled by the contractor in the separate BOQ sheet uploaded on www.tenderwizard.com/DMRC