

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

## GENERAL GUIDELINES

- 1.0 This Tender Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigation / analysis and to check the accuracy, reliability & completeness of the information in this Tender Document before participating in the tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Tender Document is only to the best of the knowledge of DMRC Ltd.
- 2.0 Bidders should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, should be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the bidder itself / authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. Scanned copy of all documents shall be submitted in English Language at e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).
- 3.0 Each Tenderer shall submit only one tender for himself only. If a Tenderer submits more than one tender then all such tenders in which the tenderer has participated will be considered invalid.
- 4.0 Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever asked.
- 5.0 For any query from the bidder, DMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted if DMRC does not respond to any query or does not provide any clarification.
- 6.0 Bidders may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by DMRC and Technical Evaluation will be carried out only on the basis of submissions received by DMRC by the date / time of the tender submission. However, DMRC may ask for any supplementary information, if required.
- 7.0 Technical Evaluation will help to assess whether the bidder possesses the earmarked technical / financial capabilities. Bidders will not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure etc. DMRC reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder's performance.
- 8.0 Tenderers are hereby cautioned that tenders containing any deviation from Bill of Quantities (BOQ) shall be considered as non-responsive bid and is liable to be rejected.
- 9.0 Bidders should note that DMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC & that DMRC's decisions are without any right of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of DMRC.
- 10.0 Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage, i.e. after completion of the tender process, then also DMRC may annul the award, forfeit EMD (if any held with DMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future tender(s) of DMRC.
- 11.0 Bidders are requested to remain in touch with e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) & DMRC's Website [www.delhimetrorail.com](http://www.delhimetrorail.com) for any kind of Information, Addendum, etc.

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## **INSTRUCTIONS TO TENDERERS(e-Tender)**

### **GENERAL**

- 1.0 Introduction" **Supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations"**
- 1.1 Tenders are invited through online mode from the tenderers for "**Supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**". The tender document consists of the following documents, along with their ANNEXES, APPENDICES, ADDENDA and ERRATA if any.
- Notice Inviting Tender including Scope of Work & Tender Prices
  - Instructions to Tenderers including Special Conditions of Contract
  - Bill of Quantities
  - Drawings
  - DMRC's General Conditions of Contract (June-2011 having correction slip No. 5 herein)
- Tenders 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:
- Manager/Revenue,  
Revenue Cell,  
First Floor, OCC Building,  
Shastri Park Metro Station, East Approach Road,  
New Delhi-110053**
- 1.3 Some essential data/requirements pertaining to this Tender along with reference to Clause numbers of this volume where full details have been given are detailed below.
- a. Tender document cost to be furnished by the Tenderers: **Rs.5,250/-**
  - b. Tender Security to be furnished by the Tenderers (Clause 11.0): **Rs. 1,00,000/-**
  - c. Last date of receipt of queries from prospective tenderers **27.07.2015 upto 1100 hrs.**
  - d. Last date for uploading amendment, if any **30.07.2015.**
  - e. Date & Time of submission of Tenders online will be **04.08.2015 upto 1500 hrs. Late or delayed tenders will not be accepted under any circumstances.**
  - f. Date & Time of opening of the Tender online (Clause 16.0): **04.08.2015 at 1505 hours.**
  - g. Period for which the tender is to be kept valid (Clause 10.0): **120 days** from the last date of submission of Tender.
  - h. Period of commencement of work (Form A): **15 days** from the date of issue of "Letter of acceptance".
  - i. Contract Period (Form A): **Within 120 days from the date of issue of LOA.**

### **2.0 PRE- QUALIFICATION REQUIREMENTS**

The contractor may please see and fulfill the following criteria before applying online for Tender:-

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- a) Average annual financial turnover during last three years ending 31st March of the previous financial year, should be atleast **Rs. 186.31 Lakhs**.
- b) Experience of having successfully completed similar work during last seven years ending last day of the month previous to the one in which applications are invited should be either of the following:-
- Three similar completed works costing not less than the amount equal to **Rs. 37.26 Lakhs** of the estimated cost.
- Or
- Two similar completed works costing not less than the amount equal to **Rs. 46.58 Lakhs** of the estimated cost.
- Or
- One similar completed works costing not less than the amount equal to **Rs. 74.52 Lakhs** of the estimated cost.
- c) **Similar Work means:** - Work related to supply of standees, bags & provision of signages for the convenience of public at passenger terminals (Airport, Railway/Metro station, Bus Stand), Commercial Malls, Government organization, Private Limited Firm, Multiplexes, Multispecialty Hospitals.
- d) The bidder shall have experience of having successful completed works during last seven years. The bidder shall submit experience certificate of successful completion of work issued by client.
- e) Work mention in BOQ will be done in parts from time to time.
- f) Terms and Conditions of Tender**  
The terms and conditions of Tender are appended below:-
1. The party must work independently on its own. Sub-contractors will not be entertained.
  2. The party must have capability to complete the awarded work in the stipulated scheduled time.
  3. The contracting party will have to submit the police verification of their staff involved in execution of the work.
  4. The party must have its own workshop and industry for the execution of work.
  5. The workshop must contained machines capable of Digital Printing, Solvent Printing, Vinyl Printing Cutter, CNC router etc. The workshop must facilitate fabrication and installation of signage works with them in house.
  6. The contractor party must have knowledge of geographical location and condition of Metro Stations.
  7. The clearance for the commencement and completion of work from the concerned department i.e. MCD, NDMC, DP, Traffic Police etc. will be taken by party its own.
- g) All tenders submitted shall include the following information:**
1. General information on the tender shall be furnished in FORM T-I. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm.
  2. The authorized signatory of the tenderers shall sign each page of tender. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 12.0
  3. Cancellation or creation of a document such as Power of Attorney, which may have bearing on the tender/contract, shall be communicated forthwith in writing by the tenderers to DMRC.
  4. Each tenderer, will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further

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

**3.0 COST OF TENDERING**

- 3.1 The agency shall bear all costs associated with the preparation and submission of his tender online and the DMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**TENDER DOCUMENTS**

**4.0 CONTENTS OF TENDER DOCUMENTS**

- 4.1 The tenderers 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 online. 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.

**5.0 AMENDMENT TO TENDER DOCUMENTS**

- 5.1 At any time prior to the deadline for the submission of tenders, DMRC may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.
- 5.2 The said amendment in the form of an addendum will be sent to all prospective tenderers who have submitted Tender Document Cost & Tender Security of the tender documents, on or prior last date mentioned in Clause 1.3. This communication will be in writing, telefax & e-mail and the same shall be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by telefax to DMRC.
- 5.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, DMRC may, at its discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 14.0.

**PREPARATION OF TENDERS**

**6.0 LANGUAGE OF TENDER**

- 6.1 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the DMRC shall be in the English language.

**7.0 DOCUMENTS COMPRISING THE TENDER**

**7.1 TENDER DOCUMENT**

- 7.1.1 The Tender document will comprise of the following documents (scanned copy) which are required to be uploaded online:
- (a) Tender Document Cost (Demand Draft /Banker's cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi) & should be submitted on address mentioned in Clause No. 1.2 before day & time of opening of tender as mentioned in Clause No.1.3 of ITT.
  - (b) Tender Security (Demand Draft /Banker's cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi) & should be submitted on address mentioned in Clause No. 1.2 before day & time of opening of tender as mentioned in Clause No.1.3 of ITT.
  - (c) Self Attested copy of Power of Attorney in name of Authorized signatory, in case the documents are signed by the authorized signatory of the bidder.

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- (d) Self Attested copy of the latest PAN No., Sales Tax Clearance Certificate (STCC), VAT Clearance Certificate (VATCC) and registration with contract cell of Sales Tax Department as per 'Delhi Sales Tax Act 1999/ VAT Department, registration with EPFO, ESIC & Service Tax department.
  - (e) Tender documents as listed below:
    - (i) Notice Inviting Tender including Scope of Work & Tender Prices.
    - (ii) Instructions to Tenderers including Special conditions of Contract (excluding FORM-A)
    - (iii) Bill of Quantities
    - (iv) Drawings
    - (v) DMRC's General Conditions of Contract (June-2011 having correction slip No. 5 herein)
  - (f) Form of tender and Appendix thereof (FORM-A)
  - (g) Statement of deviations from tender documents (FORM-C)
  - (h) Experience record FORM T-II
  - (i) Detail of Personnel FORM T-III
  - (j) Machinery & Equipment FORM T-IV
  - (k) Financial Data FORM T-V
- 7.2 The quotes shall be entered in the Form of Tender and the BOQ enclosed. These quotes should include all costs associated with the contract.
- 7.3 Documents to be submitted by the tenderer under "Tender Documents" have been described under the respective Clauses 7.1.1 This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the DMRC 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.
- 7.4 All documents issued for the purposes of tendering as described in Clause 1.1, and any amendments issued in accordance with Clause 5.0 shall be deemed as incorporated in the Tender.

**8.0 TENDER QUOTES**

- 8.1 The tenderer is required to quote for all the items as per tender documents.
- 8.2 The rate for each item shall be reasonable and not unbalanced. Should the DMRC come across any unbalanced rates, it may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the DMRC still feels the rates to be unbalanced, it may ask the tenderer for additional Performance Security or other safeguards to protect DMRC's interest against financial loss. Should the tenderer fail to comply with this, its tender shall be liable to be rejected by the DMRC, which may award the Contract to any other tenderer.
- 8.3 The Tenderers should quote their rates inclusive of all taxes, duties, royalties etc.
- 8.4 The Tenderers shall utilize Indian labour, staff and material to the maximum extent possible in execution of works.
- 8.5 The Tenderers shall keep the contents of their tender and rates quoted by him confidential.
- 8.6 The rate and amount which is to be quoted by contractor shall be in words and figure in BOQ.

**9.0 CURRENCIES OF THE TENDER**

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

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**10.0 TENDER VALIDITY**

- 10.1 The tender shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tender.
- 10.2 In exceptional circumstances, prior to expiry of the original tender validity period, the DMRC 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.

**11.0 TENDER SECURITY**

- 11.1 The Bidders shall submit an interest free Earnest Money Deposit of **Rs. 1,00,000/- (Rupees One Lakhs Only)** in the office mentioned in clause No.1.2 before the date & time of opening of tender in the form of Demand Draft/ Pay Order in favour of DMRC, drawn on any scheduled commercial bank acceptable to DMRC and payable at New Delhi.
- 11.2 Any tender not accompanied by an acceptable tender security will be summarily rejected by the DMRC as non-responsive.
- 11.3 The tender securities (EMD) of unsuccessful tenderers shall be discharged/returned by the DMRC 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 25.2 may also be referred to.
- 11.4 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 21.0 or
  3. In the case of a successful tenderer, if he fails to:
    - a. Furnish the necessary performance guarantee for performance as per Clause 26.0 and/or.
    - b. Commence the work as per terms & conditions of Tender after issuance of LOA
    - c. Enter into the Contract within the time limit specified in Clause 27.0
- 11.5 No interest will be payable by the DMRC on the tender security amount cited above.

**12.0 FORMAT AND SIGNING OF TENDERS**

- 12.1 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.
- 12.2 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.
- 12.3 The documents required to be submitted by the Tenderers will be as described under Clause 7.0 herein.
- 12.4 Entries to be filled in by the Tenderers 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.
- 12.5 In case of all documents listed in Clause 7.0 above, the person signing/initialing the documents shall be one who is duly authorized in writing by or for and on behalf of the Tenderers and/or by a Statute Attorney of the Tenderers. Such authority in writing in

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favour of the person signing the tender and/or notarially certified copy of the Power of Attorney as the case may be, shall be enclosed along with the tender.

- 12.6 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the DMRC, or as necessary to correct errors made by the tenderer. All amendments/corrections shall be initialed by the person signing the tender.
- 12.7 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

**13.0 CAUTION WHILE UPLOADING TENDER DOCUMENT**

- 13.1 DMRC may, at its discretion, extend this date for the submission of tender by amending the Tender Documents in accordance with Clause 5.0, in which case all rights and obligations of the DMRC and the tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date for submission of tender at the same time.
- 13.2 Tenders shall be submitted on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). The DMRC cannot take any cognizance and shall not be responsible for delay in transit.
- 13.3 Tenders sent telegraphically or through other means of transmission (telex etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

**14.0 SUBMISSION OF TENDERS**

- 14.1 The intending tenderers must be registered on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 14.2 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **Class-III Digital Signature**. The tender document can only be downloaded or uploaded using **Class-III Digital Signature** of the authorized signatory.
- 14.3 Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated in the tender document. This Tender Document Cost & Tender Security, as detailed above, must be submitted with DMRC in form of Demand Draft or Pay Order or Banker's Cheque as per scheduled date & time already as mentioned in Notice Inviting Tender.
- 14.4 Tenders may be submitted not later than **04.08.2015 upto 1500 hrs** through e-tendering process only.
- 14.5 Late or delayed tenders will not be received or considered.
- 14.6 A Bidder can participate in one tender only. If a bidder submits more than one tender, his tenders are liable to be rejected.
- 14.7 All Bidders should note that they should retain the original copies of the tender documents uploaded while participating in tender as the successful bidder may require to submit all the original documents at later stage.

**15.0 LATE TENDERS**

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15.1 Any tender uploaded after the deadline prescribed for submission of tenders herein will be will not be accepted.

**16.0 TENDER OPENING**

16.1 Tender will be examined to see if they are complete, whether the requisite Tender Cost & Tender security has been furnished, whether the documents are in order. If the documents do not meet the requirements of the DMRC the Tender Opening Authority will record a note accordingly.

16.2 Tender opening will be done at e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) by a nominated Opening Committee of DMRC. While opening the Tender, it will be confirmed whether Tender Security and Tender Document cost, has already been submitted by the tenderer or not. The tender submitted by those tenderer who have not submitted the required Tender Security and Tender Document cost, as detailed above in clause 14.3, may not be considered for 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 DMRC 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, DMRC may ask tenderers individually for clarification of their tenders, including breakdowns 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 DMRC 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, DMRC 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. Minor deviation may be brought out in FORM-C.

19.3 The decision of the DMRC 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 DMRC will, keeping in view the contents of Clause 7.1.1, 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's technical submittal has a major inadequacy his tender will be considered to be non-complaint and will be rejected.

20.2 All technically acceptable tenders will be eligible for consideration of their financial proposals.



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- 20.3 The evaluation of financial proposals by the DMRC will take into account, in addition to the tender amounts, the following factors:
- a. Arithmetical errors corrected by the DMRC in accordance with Clause 21.0
  - b. Such other factors of administrative nature as the DMRC 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 DMRC, 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 DMRC for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the DMRC 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 DMRC 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.

**22.0 AWARD CRITERIA**

- 22.1 DMRC will award the contract to the Lowest Bidder (L1), whose tender has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the tender document.
- 22.2 In case, two or more technically qualified bidders quote the same amounts in the BOQ, which is the Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover for the last 3 financial years.
- 22.3 Prior to the expiry of the period of tender validity, DMRC will notify the successful bidder, either through Letter of Intent or Letter of Acceptance, that his tender has been accepted.
- 22.4 The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to DMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within three days from the date of issue of LOA.
- 22.5 No correspondence will be entertained by DMRC from the unsuccessful bidders.
- 22.6 Upon Letter of Acceptance being signed and returned by the successful bidder, DMRC will promptly notify the unsuccessful bidders and discharge / return their tender security.
- 22.7 Subject to Clause 8.0 and 20.0, the DMRC will award, the Contract to the lowest tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.

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

- 23.1 Notwithstanding Clause 23.0, the DMRC 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, or to divide the Contract between/amongst tenderers without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the DMRC's action.

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**24.0 NOTIFICATION OF AWARD**

- 24.1 Prior to the expiry of the period of tender validity prescribed by the DMRC, DMRC will notify the successful tenderer by telegram, email 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 DMRC 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 DMRC duly acknowledged and signed by the authorized signatory, within four days of receipt of the same by him. The DMRC from the unsuccessful Tenderers will entertain no correspondence.
- 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 as per Clause 24.1, the DMRC will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

**25.0 SIGNING OF AGREEMENT**

- 25.1 The DMRC shall prepare the Agreement in the Proforma (FORM-E) included in this Document, duly incorporating all the terms of agreement between the two parties.
- 25.2 Within 60 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. The performance guarantee should be submitted within 30 days after issue of letter of acceptance but not later than the agreement is signed between the parties. The DMRC to the Contractor will supply one copy of the Agreement duly signed by the DMRC and the contractor through their authorized signatories.
- 25.3 Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee
  - b. Power of Attorney, if any
  - c. Any other documents required vide special conditions
- 25.4 For the purpose of preparing of the contract agreement, the successful bidder shall be required to deposit 2 Non-Judicial Stamp Papers, each of appropriate value, as intimated by DMRC.

**26.0 PERFORMANCE SECURITY**

- 26.1 The successful bidder shall furnish to DMRC a security in the form of Bank guarantee for an amount, equivalent to 10% of the Contract Price within 30 days from the date of issue of Letter of Acceptance. The validity of the Bank Guarantee shall be six month beyond the expiry of contract period. The Bank Guarantee shall be prepared as per the format of Bank Guarantee provided in this Tender Document (FORM-D) from a scheduled Commercial Bank based in India and from a branch located in Delhi only. Further as and when contract value increases, even as a result of revision in Minimum Wages / Service Tax, the contractor shall be required to deposit additional BG(s) so as to ensure availability of BG @ 10% of contract value with DMRC Ltd. at all times.
- 26.2 The Contractor has to submit the Performance Security within 30 days of issue of Letter of Acceptance. If the Contractor fails to submit the Performance Security within the stipulated time, then a penalty equal to 0.25 percentage of the amount of the Performance Security per week or part thereof shall be imposed on him for delays upto 60 days from the date of Performance Security becomes due to the time he submits the same. Any further delay will require Director's approval for condonation.
- 26.3 Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture

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of the tender security, in the event of which the DMRC may award the Tender to the next lowest evaluated bidder.

**27.0 TERMINATION OF CONTRACT**

- 27.1 If the Contractor fails to carry out any of his obligations within the time frame specified in the contract or if the Contractor is not executing the Works as in Scope of Work with associated material specifications and further in accordance with the Contract conditions, DMRC may give notice to the Contractor requiring him to make good the work and remedy the same within such time as DMRC may deem to be reasonable.
- 27.2 In the event of failure on the part of Contractor to comply with above notices then DMRC shall have the right to terminate the contract and forfeit the Performance Guarantee without any further Notice. The contractor shall also be subject to all provisions of the Delhi Metro Rail Operation and Maintenance Act, 2002.
- 27.3 DMRC shall also have the right to terminate the contract on administrative ground after giving 14 days notice. If contract is terminated on administrative grounds the performance security of the contractor will be refunded.

**28.0 CONCILIATION AND ARBITRATION**

- 28.1 In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation as per arbitration and conciliation act 1996.
- 28.2 All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this license agreement shall in the first place be referred to a sole conciliator appointed / nominated by GM/Operation or Director DMRC on receipt of such requests from either bidder.
- 28.3 The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.
- 28.4 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.
- 28.5 The views expressed or the suggestions made or the admissions made by either bidder in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.
- 28.6 Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the Para below.
- 28.7 The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

**28.8 ARBITRATION PROCEDURE**

If the efforts, to resolve all or any of the disputes through conciliation fail, then such disputes shall be referred within 30 days to a Sole Arbitrator who would be nominated by Director, Delhi Metro Rail Corporation Limited. The venue of such arbitration shall be at Delhi/ New Delhi. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objection if conciliator / or sole arbitrator nominated / appointed is an employee of DMRC.

**28.9 RULES GOVERNING ARBITRATION PROCEEDINGS**

The Arbitration Proceedings shall be governed by Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

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**29.0 JURISDICTION OF COURTS**

The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

**30.0 FORCE MAJEURE-\***

Neither DMRC nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, fire, war, or any other cause beyond their reasonable control. Such Force Majeure occurrence shall be notified to the other bidder within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other bidder may be entitled to, though not being obliged to terminate this agreement.

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**31.0 CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

TO BE COMPILED FROM THE PROVISIONS IN THIS VOLUME

<b>Sl. No.</b>	<b>Document</b>	<b>No. of sets to be submitted</b>	<b>Reference to Clause No. of "Instructions to Tenderers"</b>
	<b>TENDER PACKAGE COMPRISING OF:</b>		
1.	Tender documents	One in Original	7.1.1
2.	Power of attorney for individuals signing on behalf of Company/Firm	Attested copy	12.0
3.	Tender security (FORM-D)	One in Original	11.0
4.	Financial Data (FORM T-V)	One in Original	7.1.1
5.	PAN No., sale tax clearance certificate/ VAT clearance certificate	Photo copy	7.1.1
6.	Statement of deviations from Tender Documents (FORM-C)	One in Original	7.1.1 & 19.2
7.	Form of Tender and Appendix thereof (FORM-A)	One in Original	7.1.1
8.	Bill of Quantities	One in Original	7.1.1 & 7.2

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

**32.0 INDEX ON PROFORMA OF FORMS**

**32.1 PROFORMA OF FORMS – GENERAL**

<b>ITEM</b>	<b>TPYE</b>	<b>FORM NO.</b>
1.	Form of Tender with Appendix	FORM-A
2.	Proforma for Statement of Deviations	FORM-C
3.	Form of Performance Security (Guarantee) by Bank	FORM-D
4.	Form of Agreement	FORM-E
5.	Parent Company Undertaking	FORM-F
6.	Parent Company Guarantee	FORM-G
7.	Contractor's Warranty	FORM-H

NOTE- Items (3) & (4) applicable only for successful tenderers

**32.2 PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS**

<b>ITEM</b>	<b>TPYE</b>	<b>FORM NO.</b>
1.	General Information	FORM T-I
2.	Experience Record	FORM T-II
3.	Details of Personal	FORM T-III
4.	Resources for the Works-Machinery & Equipment	FORM T-IV
5.	Finical Data	FORM T-V

**32.3 PROFORMA OF ANNEXURES**

<b>ITEM</b>	<b>TPYE</b>	<b>FORM NO.</b>
1.	UNDERTAKING FOR NOT BLACKLISTED	ANNEXURE-1
2.	UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE	ANNEXURE-2

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

FORM-A  
PAGE 1 OF 3

**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: Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations

**To**

**Dy. General Manager/Operations-I,  
Delhi Metro Rail Corporation Limited,  
4<sup>th</sup> Floor, Metro Bhawan,  
Barakhamba Road- 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 sum of Rs. \_\_\_\_\_ - \_\_\_\_\_ (Amount in figures and words) for -----or such other sum as may be ascertained in accordance with the said conditions.
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 15 days of issue of the DMRC's order to commence and to complete the whole of the Works comprised in the Contract **within 120 days from the date of issue of LOA** from the date of Commencement of the work, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish at an amount of 10 % of contract value as Performance security in the form of valid Demand Draft / Pay Order in favour of DMRC, drawn on any scheduled commercial bank acceptable to DMRC and payable at New Delhi.
5. We agree to abide by this Tender for a minimum period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.

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FORM A  
PAGE 2 OF 3

8. We acknowledge the right of the DMRC, if it finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
9. We understand that you are not bound to accept the lowest or any tender you may receive.
10. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2015

Signature .....

Name..... in the capacity of .....

duly authorized to sign Tenders for and on behalf of.....

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....



**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

FORM A  
PAGE 3 OF 3

**APPENDIX TO THE FORM OF TENDER**

		Condition of Contract Clause No.	
i.	Amount of Bank Guarantee as Performance Security	4.2 of General Conditions of Contract	10 percent of the Contract Price.
ii.	Minimum amount of Third Bidder Insurance	15.0 of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no. of incidents unlimited.
iii	Period for commencement of work from the date of issue of work orders	1.3 of Instructions to Tenderers	15 days from the issue of "Letter of Acceptance"
iv	Contract Period from the date of issue of LOA	7.0 of Special Conditions of Contract	Within 120 days from the date of issue of LOA
v.	Penalty for Non completion of work or poor quality of work	8.0 of Special Conditions of Contract	Upto 20% of the value indicated in the work orders subject to max.20% of the Contract value.
vi.	Termination of the Contract	13.0 of General Conditions of Contract	14 days notice

Signature of authorized signatory on behalf of tenderer

Date .....

Place .....

Name .....

Address .....

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FORM-C  
PAGE 1 OF 2

**PROFORMA FOR STATEMENT OF DEVIATIONS**

(Refer Clause 19.0)

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

<b>Sr. No.</b>	<b>Clause</b>	<b>Deviations</b>	<b>Remarks (including justification)</b>	<b>Price adjustment for withdrawal of each deviation/s</b>

Signature of Tenderer

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

FORM-C  
PAGE 2 OF 2

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

Sr.No.	Clause	Deviations	Remarks (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 his deviations if the same are unacceptable to the Employer.

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FORM-D

PAGE 1 OF 2

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

(Refer Clause 26.0 of "Instructions to Tenderers")

1. This deed of Guarantee made this day of \_\_\_\_\_ 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 Routine Maintenance Works Contract for \_\_\_\_\_ 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 ..... Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **Six (6) 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.

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FORM D  
PAGE 2 OF 2

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 .....

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FORM E  
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**FORM OF AGREEMENT**

(Refer Clause 25.0 of "Instructions to Tenderers")

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 Between Delhi Metro Rail Corporation Limited, 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, viz Contract for -----of Rail 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.

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FORM E  
PAGE 2 OF 2

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

**PARENT COMPANY UNDERTAKING**

**(Refer Sub - Clause of GCC)**

**THIS UNDERTAKING** is made on the ..... day of .....

By [ ..... ] [whose registered office is at]/[of] [.....] ("the Parent Company").

To The DELHI METRO RAIL CORPORATION LIMITED together with its successors

and assigns, "the Employer") of:

Metro Bhawan, Fire Brigade Lane,

Barakhamba Road,

Delhi 110001.

**WHEREAS**

- (A) By a contract \_\_\_\_ dated [ ..... ] ("the Contract") made between (1) the Delhi Metro Rail Corporation Limited (" the Employer") and (2) [ ..... ] ("the Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.
- (C) The Parent Company is the beneficial owner of [ ]% [see Note 1] of the issued share capital of [the Contractor] [see Note 2].
- (D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

**NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:**

- 1. In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that, without the written consent of the Employer, it will not [and will ensure that none of the companies referred to in Recital (C) will] [see Note 5]:-
  - (a) sell transfer assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER [the share holding or other interest in the [Contractor] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Contractor] [see Note 3] of the Parent Company and the other companies referred to in Recital (C)] [see Note 5]; and
  - (b) take any action which may result in the Contractor being unable to comply with his obligations or perform in any way his duties under the Contract [or take any action which may result in [the subsidiary forming part of the Contractor] [see Note 3] being unable to comply with his obligations or perform in any way his duties under the [joint venture or other relevant] agreement] [see Note 6]] until such time as the Works shall have been completed, all the Contractor's obligations under the Contract shall have been performed and the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the subsidiary forming part of the Contractor will take all steps necessary to ensure [see Note 6]] compliance by the Contractor with the provisions of the Contract.



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FORM-F  
PAGE 2 OF 3

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:-
- (a) any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [ ]] [see Note 7];
  - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Contract or of the employment of the Contractor [and/or [ ]] [see Note 7] under the Contract for any reason;
  - (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or [ ]] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;
  - (e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [ ]] [see Note 7] under the Contract or any release or waiver thereof.
3. This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [ ]] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or [ ]] [see Note 7] to make any such amendment, variation or supplemental agreement.
4. All documents arising out of or in connection with this Undertaking shall be served:
- (a) upon the Employer, at [ ] marked for the attention of [ ];
  - (b) upon the Parent Company, at [ ] India. [Note 8]
5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the jurisdiction of the courts of India.

**IN WITNESS** whereof this Undertaking has been executed as a deed on the date first before written.

THE COMMON SEAL of

[.....] was affixed hereto in the presence of:-

Notes: (for preparation of but not for inclusion in the engrossment of this Undertaking)

- 1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
- 2. If the Contractor comprises more than one company, that fact and the joint venture or other relevant agreement must be recited. In such case, insert the name of the subsidiary

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forming part of the joint venture, partnership or consortium, and in respect of which the parent company undertaking is being given.

3. If Note 2 applies, refer to the subsidiary of the Parent Company and not the Contractor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the subsidiary.
8. The address for service shall be in India.

**PARENT COMPANY GUARANTEE**

**(Refer Sub - Clause of GCC)**

**THIS GUARANTEE** is made on the ..... day of ..... between

- (1) [.....] whose registered office is at [.....] and [.....] whose registered office is at [.....] ("the Guarantor").
- (2) The DELHI METRO RAIL CORPORATION LIMITED (together with its successors and assigns, "the Employer") of:  
Metro Bhawan,  
Fire Brigade Lane,  
Barakhamba Road,  
New Delhi 110001, India.

**WHEREAS**

- (A) By a contract [NO.] dated [.....] ("The Contract") made between (1) the Delhi Metro Rail Corporation Limited ("the Employer") and (2) [.....] ("the Contractor"), the Contractor has agreed to design, execute, complete and remedy any defects in the Works upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1].
- (C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:-
  - (a) any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [ ] [see Note 3] under the Contract;
  - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Contract or of the engagement of the Contractor [and / or [.....]] [see Note 3] under the Contract for any reason;
  - (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [ and / or [.....]] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;

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- (e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [ and/or[.....] ] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [ ] ] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorizes the Employer and the Contractor [and/or [ ] ] [see Note 3] to make any such amendment, variation or supplemental agreement.
4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
5. Until expiry of the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or [ ] ] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or[ ] ] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or [ ] ] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or [ ] ] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or [ ] ] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.
6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
- (a) upon the Employer, at [.....] marked for the attention of [.....];
- (b) upon the Guarantor, at [..... ] India. [Note 4]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Contractor agrees to submit to the jurisdiction of the courts of India.

**IN WITNESS** whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL

of [.....]

was affixed hereto in the presence of:-

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

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Notes (for preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Contractor comprises more than one company, that fact, the joint venture or other relevant agreement and the relationship of the Guarantor to its subsidiary forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the subsidiary being guaranteed.
3. If Note 1 applies, add additional wording and insert the name of the subsidiary being guaranteed.
4. The address for service shall be in India

**CONTRACTOR'S WARRANTY**  
**(Refer Sub-Clause of GCC)**

**THIS AGREEMENT** is made on the ..... day of ..... between:

- (1) [.....] of [.....] [and [see Note 1]]  
([Jointly] "the Contractor")
- (2) [Delhi Metro Rail Corporation Limited] [of]/[whose registered office is at] [Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi - 110001] (together with its successors and assigns, "the Employer").

**WHEREAS**

- (A) By a contract \_\_\_\_ dated [ ] ("the Contract") made between (1) the Delhi Metro Rail Corporation Limited ("the Employer") and (2) the Contractor, the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (B) [See Note 3].
- (C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to enter into this Warranty.

**NOW IT IS AGREED AS FOLLOWS:**

1. The Contractor hereby warrants and undertakes that:
  - (a) he will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
  - (b) he owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
  - (c) he will replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of 36 months from the date of Taking Over of the last Section of the Works; and
  - (d) he agrees that should any design modification be required to any section or component due to any defect, the period of 36 months shall re-commence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Employer in all subsystems and systems for all sections; and
  - (e) he shall maintain the manufacture or spare of replacement parts for at least 10 years.
2. The liability of [the companies comprising [see Note 3]] the Contractor under this Warranty [shall be joint and several and [see Note 3]] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer his successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions

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incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works or the Mass Rapid Transport System –

Phase Two including without limitation the design, execute, complete, test and commission (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Contractor, the Contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Contractor shall for any reason cease to be employed in connection with the Works.

4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:-
  - (a) upon the Employer at [ ] India. [Note 4]
  - (b) upon the Contractor at [ ] India. [Note 4]
7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9. (1) Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the Conciliation and Arbitration rules set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.  
(2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Contractor require and the Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.  
(3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.  
(4) Subject to the foregoing provisions of this clause 9, the Employer and the Contractor shall submit to the jurisdiction of the Courts of India at Delhi.

**IN WITNESS** whereof, this Warranty has been executed as a deed on the date written at the head hereof.

THE COMMON SEAL of

[.....]was affixed hereto in the presence of:-

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Notes (for preparation of and not inclusion in the engrossment of this Warranty)

- (1) If the Contractor comprises more than one company, each such company shall be a party and liability under this warranty will be joint and several, with consequential grammatical changes.
- (2) If Note 1 applies, that fact and the joint venture or other relevant agreement must be recited.
- (3) Delete if Note 1 does not apply.
- (4) The address for service shall be in India



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**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) .....

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

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**EXPERIENCE RECORD**

(Refer Clause 7.1.1)

1. Total number of years of experience in similar work as above said.
2. Details of experience in similar work for **last three years**.

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 proforma will not be considered.
- (ii) Additional pages may be attached if required.
- (iii) The authorized signatory of the tenderer must sign all the pages.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

FORM T-III

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**DETAILS OF PERSONNEL**

(Refer Clause 7.1.1)

<b>S. No.</b>	<b>Designation</b>	<b>No of Personnel Available</b>
1	2	3
A	Engineer	
B	Supervisors	
C	Non -Technical	
D	Any other	

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations

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**Resources for the works - Machinery & Equipment**  
(Refer Cause 7.1.1)

<b>S. No.</b>	<b>Description Of Machines/Equipments</b>	<b>Nos. available</b>	<b>Location</b>

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

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**FINANCIAL DATA**  
(Refer Clause 7.1.1)

Total value of similar work done during the period 2012-2013 to 2014-2015

<b>S.No.</b>	<b>Description</b>	<b>Year 2012-2013 (Rs.in Lakh)</b>	<b>Year 2013 -2014 (Rs.in Lakh)</b>	<b>Year 2014-2015 (Rs.in Lakh)</b>
(1)	(2)	(3)	(4)	(5)
1.	Total value of work done– similar work			

NOTE: Attested copies of the audited financial statements are required for above mentioned financial years as annexure.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

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**FINANCIAL DATA**

(Refer Clause 7.1.1)

**List of all Ongoing Contracts**

Name of the applicant (constituent member in case of Group)	Total number of works in hand	Number of contracts of each type		Number for which applicant went in for		Number of contracts in which date of completion given in the original has already burst	**Total value of balance works yet to be done in Rupee equivalent as on 31/03/2016		
				Arbitration	litigation		Year 2013 - 2014	Year 2014 - 2015	Year 2015 - 2016

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 (2013-2016) even if completion of such works spills over beyond this three years period (2013-2016).

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

**ANNEXURE- 1**

**UNDERTAKING FOR NOT BLACKLISTED**

We do hereby undertake that we have not been blacklisted or deregistered by any central / state government department or public sector undertaking and also that none of our work was rescinded by the client after award of contract during last 10 years.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

---

**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

**ANNEXURE- 2**

**UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE**

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

---



**Tender for supply of Token Drop Box without stand, Cash Bag with Aluminum lock, Security Instruction cum Notice Board standee, X-BIS cum Not in Use standee, SS standee, ACP Stop Board and Installation of Token Drop Box with Stand & Height Mannequin at different metro stations**

## **SPECIAL CONDITIONS OF CONTRACT (GENERAL)**

### **1.0 SPECIAL ATTENTION**

- 1.1 The Contract will be awarded to the Tenderer whose responsive tender is determined to be the lowest evaluated tender and who satisfies the appropriate standards of capacity and financial resources. Clause 22.0 and 23.0 of "Instructions to Tenderers" may be referred to in this connection.

### **2.0 SUFFICIENCY OF TENDER**

- 2.1 The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.
- 2.2 The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items, work orders issued as and when required by the competent authority.

### **3.0 NOTICES AND INSTRUCTIONS**

- 3.1 Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative.

### **4.0 SUPPLY OF MATERIALS TOOLS, & EQUIPMENT BY THE DMRC**

- 4.1 No material, tools and equipment shall be supplied by the DMRC. The contractor has to arrange all tools, equipment, materials etc required for the work. The contractor shall have to identify sources for supply of all materials and get them approved by the in-charge before the use. **The contractor shall submit the sample to the DGM/O-I** or his authorized representative and shall use only after the sample is approved. Nothing extra shall be payable to the contractor on this account.

### **5.0 DUTIES, TAXES, OCTROI, ROYALTY ETC**

- 5.1 The rates quoted by the Tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc
- 5.2 The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the DMRC fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.

### **6.0 DEDUCTIONS TO BE MADE FROM CONTRACTOR'S BILL**

- 6.1 Tax deduction at source from each on account progress bill shall be made by the DMRC as per the provisions of the statutes/ acts of statutory bodies/ local authorities/government of India at time of billing.

### **7.0 PROGRAM OF WORKS**

- 7.1 The period of contract is **within 120 days from the date of issue of LOA**. However the work should be started 15 days after issue of LOA by the competent authority as and when required.

### **8.0 PENALTY**

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8.1 Penalty for non-attending the works within the minimum time as mentioned for the different works after issue of work orders by the competent authority or for the poor quality of works will be levied at upto 20% of the work orders value subject to a maximum of 20% contract value.

8.2 This penalty shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.

**9.0 BRIEF SCOPE OF WORK**

9.1 Brief scope of work is included in Notice Inviting Tender & Instructions to Tenderers issued with the tender documents.

**10.0 PAYMENT**

10.1 For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per Work orders recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.

10.2 The contractor shall submit certified copies of vouchers showing quantity of materials brought to site for in charge's record.

10.3 If any activities not carried out as per the work orders the applicable amount will be deducted from the bill. If the work carried out through other agency under the intimation to you and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable penalty will be levied as per Clause No. 8.0 of SCC.

10.4 The payment shall be made on a monthly basis for the activities carried out as per the work orders in a month. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.

**11.0 GUARANTEED OF THE QUALITY OF THE WORK**

11.1 The work should be of very high quality. The life of the item/signages should be atleast one year from the date of Installation by the contractor. In case of signages do not last for one year, the contractor will have to bear the cost of again installing the signages or the corresponding amount shall be deducted from the security deposit.

**12.0 TENDERER'S OFFICE**

12.1 The tenderer shall establish an office in the National Capital Territory of Delhi in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

**13.0 NOISE AND DISTURBANCE/POLLUTION**

13.1 All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the DMRC from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

13.2 Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

**14.0 ADVANCES**

14.1 No advances shall be paid to the Contractor

**15.0 PRICE VARIATION CLAUSE**

15.1 Price variations clause is not applicable in this contract.

**16.0 OTHER**

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- 16.1 Contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages, EPF, 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.
- 16.2** The work is to be carried out under the guidance of DMRC only.
- 16.3 No labour shall be provided by DMRC.
- 16.4 Transport: No separate charges will be paid for transport.
- 16.5 Contractor shall be responsible for insurance cover under the following requirements and contractor will submit compliance certificates:
  - 16.5.1 Contractor's all risk & third party.
  - 16.5.2 Liability under the workmen's compensation act 1923, minimum wages act 1948 and contract labour (regulation and abolition) act, 1970.
  - 16.5.3 Accident to staff, engineers, supervisors and other who are not governed by workmen's compensation Act.
  - 16.5.4 Damage to material, machinery and works
  - 16.5.5 Due to fire, theft etc.