



**DELHI METRO RAIL CORPORATION LTD.**

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

**“Supply, installation & replacement of PFC capacitor Bank installed at underground station from GTBN to Central secretariat, Barakhambha & Mandi House stations of DMRC”**

**TENDER DOCUMENT**

**No. O&M/E&M/UG/2015/APFC Capacitor**

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

## SECTION 1

## NOTICE INVITING TENDER

## 1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. Invites **sealed e-open tenders in TWO PACKETS SYSTEM (Evaluation and Financial)** from the eligible tenderes as per tender clause 1.2 of NIT for “Supply, installation & replacement of PFC capacitor Bank installed at underground station from GTBN to Central secretariat, Barakhamba & Mandi House stations of DMRC”

1.1.1 The details of the Tender are as per following:

Estimated cost of work	Rs. 17,11,476/- inclusive of all taxes
Tender Security amount	Rs. 34230/-
Cost of Tender documents	INR 5250.-/ (inclusive of 5% DVAT) Non-Refundable
Completion period of the Work	six(6) months (from 10 <sup>th</sup> day of issue of letter of acceptance)
Tender documents on sale	From 01.10.15 to 23.10.15 (upto 18:00 hrs) on e-tendering website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a>  Tender document can only be obtained after registration of tenderer on the website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a> . For further information on this regard bidders are advised to contact 011-49424307, 011-49424365 or 011-23417910
Pre-bid Meeting	N/A
Last date of Seeking Clarification	Upto 23.10.15 at 1500 hrs
Last date of issuing addendum	Upto 23.10.15 at 1500hrs
Date & time of Submission of Tender	Upto 28.10.15 at 1500hrs
Date & time of opening of Technical Bid	Upto 28.10.15 at 1530hrs
Date & time of opening of Financial Bid	Shall be informed after evaluation of technical bid through website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a>
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents	DGM/E&M/UG Delhi Metro Rail Corporation, 2nd floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110 001
<p>The tender cost and tender security will be in the form of demand draft/ banker's cheque / bank guarantee in favor of “Delhi Metro Rail Corporation Ltd” payable at New Delhi.)</p> <p>The same should be submitted in original up to 1500hrs on last date of submission of tender in the office of DGM/E&amp;M/UG at above mentioned address.</p> <p>NOTE: Failure of submission of tender cost &amp; tender security (in original) with in stipulated time as mentioned above, leads to rejection of offer submitted by the bidder.</p>	

## 1.2 Eligibility Criteria

### 1.2.1 Work Experience:

- a. Experience of having **satisfactorily completed similar works** carried out at Govt./Semi Govt organization/PSU during last five years ending last day of month previous to the one in which the Tenders are invited should be either of the following:-

Three similar works costing not less than the amount equal to 40% of the estimated cost put up to the tender.

or

Two similar works costing not less than the amount equal to 50% of the estimated cost put up to the tender

or

One similar work costing not less than the amount equal to 80% of the estimated cost put up to the tender

Similar nature of work means: SITC of substation or OEM of capacitors or installation/ replacement of capacitor bank with in existing panel.

Following documents shall be considered for evaluating the criteria of work experience:

- a) Self attested copies of work order, BOQ along with completion certificate (**indicating the name of work, final amount, completion date etc**) issued by the client preferably on their letter head for completed work from the officer not less than rank of Executive Engineer
- b. **Financial Standings:**  
Applicant should have average Annual Turnover of last three audited financial years not less than 80% of Estimated.  
Financial data for latest last three audited financial years has to be submitted by the tenderer along with audited balance sheets.
- c. Self attested copy of VAT/Service tax registration certificate, PAN no.
- d. Applicant must not have been black listed or deregistered by any Govt or Public sector undertaking during last 5 years the contractor has to submit an undertaking on Rs. 10 stamp paper duly attested by Notary in format enclosed in annexure -D
- e. Tenderer shall submit last three years (2012-2013, 2013-2014, 2014-2015) audited financial statement duly attested by certified CA to work out net worth. The net worth must be positive.

- 1.2.2 The tender submission of bidders, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.2.1 above, shall not be considered for further evaluation and considered rejected. The mere fact that the bidder is qualified as mentioned in sub clause shall not imply that his bid shall automatically be accepted. The same shall be subject to the data as required for consideration of tender prescribed in the ITT. The same should contain all Financial & other details as required for the consideration of tender.

- 1.2.3 Tender document consists of the following:

#### Volume -I

- a. Notice Inviting Tender
- b. Scope of Work
- c. Tender prices and schedule of payment

#### Volume-II

- a. Instructions to Tenderers
- b. Technical Specifications
- c. Special Conditions of Contract
- d. Other terms and condition of Contract

- e. General Conditions of Contract
- f. Content of Bill of Quantities.

Volume -III

- a. Bill of Quantity
- 1.3 The tenderers may obtain further information in respect of these tender documents from the office of Deputy General Manager /E&M/UG office, 2<sup>nd</sup> Metro Bhawan Fire Brigade lane, Barakhamba Road New Delhi-110001
  - 1.4 The contract shall be governed by the documents listed above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased separately from the market.
  - 1.5 The intending bidders 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.
  - 1.6 The authorized signatory of intending bidder, 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.
  - 1.7 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 Bank Guarantee or 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.
  - 1.8 Tenderer is cautioned that the tender containing any material deviation from the tender document which consists of NIT, Instructions to tenderes, General conditions of contract, Special conditions of contract, Bill of quantities is liable to be summarily rejected as non-responsive.
  - 1.9 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
  - 1.10 Tenders shall be valid for a period of as per ITT clause 11 from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per ITT clause 12.
  - 1.11 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause of action or claim against the DMRC for rejection of his proposal.
  - 1.12 Bidders shall note that the maximum file size that can be uploaded is 5 MB. All the uploaded files in tender submission should be named properly and arrange systematically.
- i) The bidders are advised to keep in touch with e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for updates. Any corrigendum, addendum etc issued shall be part of this tender document and shall be made available on DMRC website [www.tenderwizard.com/dmrc](http://www.tenderwizard.com/dmrc)

**(Arun Sharma)**  
DGM/E&M/UG  
**Delhi Metro Rail Corporation Ltd**  
**2<sup>nd</sup> floor, Metro Bhawan,**  
**Fire Brigade lane,**  
**Barakhambha Road**  
**New Delhi-110001**

## SECTION 2

### SCOPE OF WORK

The contractor will execute the work i.e. **“Supply, installation & replacement of APFC capacitor Bank installed at underground station from GTBN to Central secretariat, Barakhambha & Mandi House stations of DMRC”**

- 2.1 Supply, installation, testing & commissioning of Epcos ( MKK) Mehar (MPP-H), & Ducati (Duca Power) make heavy duty capacitors bank in the existing panel after necessary modifications if any including all wire, nut bolts, thimbles, connectors complete as required.
- 2.2 The brief specifications are as, However detail specifications as per Model required
- i. Power factor correction equipment and its installation shall comply with IEC – 60831 -1 & 2
  - ii. The primary capacitor unit shall be of dry type without impregnation liquid, self healing and Dielectric losses not greater than 0.5W/KVAR
  - iii. The primary capacitor unit shall comply with the requirement of IED 60871-1 or BS 1650
  - iv. Ambient temperature - 25°C to +70°C
  - v. Peak increase current in should not be less than 450 In
  - vi. Maximum permissible current should not be less than 3 x In
- 2.3 scope of work
- i) Contractor shall replace the faulty capacitors with appropriate capacity & size capacitor to meet the station requirement as per direction of engineer in-charge DMRC.
  - ii) The faulty capacitor shall be deposited to the station engineer in-charge DMRC.
  - iii) Contractor shall carry out the wiring/cable etc. as required with proper dressing and saddle as direction of engineer in-charge.
  - iv) Contractor shall bring all tools & tackles required to carry out the work, no T&P etc. shall be provided by DMRC
  - v) The contractor shall also be responsible to repair the defects / faults arise during the period of 24 months after the completion of work.
  - vi) Contractor shall follow the relevant IE rules / acts etc. during execution of work.
  - vii) Contractor shall carry out the work as per direction of engineer in-charge.
  - viii) Contractor shall clean & dispose the released scrap/material etc. as per DMRC environmental policy.
  - ix) As per the site requirement work may be carried out during night hours, nothing shall be paid extra on this account
- 2.4 For every maintenance or servicing work progress, contractor shall prepare a work progress report, signed by contractor’s service Engineer and DMRC engineer. First copy of it will be handed over to the DMRC engineer and second would be retained by contractor’s service engineer.

**3.0 Manpower deployment**

- 3.1 The contractor shall deploy the manpower in consultation with Engineer in-charge and carry out the activities in hygienic manner.
- 3.2 The manpower can also be deployed during OFF days/holidays/night hours as per site requirements for which nothing shall be paid extra.
- 3.3 All the work associated with finishing complete in all respect shall be carried out by contractor for which nothing shall be paid extra.

**4.0 Preventive & corrective schedule During Defect liability period.**

- 4.1 **Preventive maintenance** : Shall be carried out as per OEM recommendation / DMRC check list . A complete check list shall be prepared in consultation with DMRC Engineer – in – charge to carry out the preventive maintenance schedule
- 4.2 **Corrective Maintenance**: The Corrective/Breakdown Maintenance is to be carried out any time during 24 hrs x 365 days inclusive of all Sundays & Holidays.

For Corrective/breakdown condition:

	Response Time (Max)	-	06 Hrs
A	To attend the Minor repair		
	Attending Time (Max.)	-	48 hours
B	To attend the major repair		
	Attending Time (Max.)	-	5 days

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

- 6.0 DMRC is an ISO-14001 & OHSAS 18001 certified Organization for Environment, Health & safety. The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.

### **SECTION 3**

#### **TENDER PRICES AND SCHEDULE OF PAYMENT**

##### **3.1.1 Tender Prices**

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

##### **3.1.2 Schedule of Payment**

Payment shall be made after completion of 100% work as per accepted rates on submission of jointly signed report by DMRC engineer in-charge .

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

# Supply, installation & replacement of PFC capacitor Bank installed at underground station from GTBN to Central secritriat, Barakhambha & MandiHouse stations of DMRC

## INSTRUCTIONS TO TENDERERS

### GENERAL

#### 1.1 INTRODUCTION

*e-Open tenders are invited for DMRC hereinafter called the 'Employer', for Works in accordance with this Tender Package. The tender papers consist of the following documents, along with their annexure, appendices, addenda and errata if any.*

- Notice Inviting Tender ( NIT )
- Technical specification
- Tender price and schedule of payment
- Instructions to Tenderers ( ITT )
- Special Conditions of Contract (SCC)
- General Conditions of Contract (GCC)
- Bill of Quantities

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

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

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

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

- a. Tender Security” to be furnished by the Tenderer: Amount as per NIT.
- b. Tenders will be opened on line at website tenderwizard.com.
- c. Date of opening of the Tender Package: **As per NIT.**
- d. Period for which the tender is to be kept valid: As per clause-11.0

#### 2.0 POST QUALIFICATION REQUIREMENTS

- 2.1 This invitation to e-open eligible tenderers who has completed the similar nature of work refer clause 1.2 of NIT.
- 2.2 The Tenderer shall upload only one tender either himself or as a lead partner/ Lead Constituent in a joint venture/consortium for the work. The tenderer who upload more than one tender for the same work will be disqualified.
- 2.3 The tender, and, in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.
- 2.4 Tenderer shall upload each page signed by the authorized signatory of the tenderer. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 13.0.

#### 3.0 COST OF TENDERING

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

#### 4.0 SITE VISIT



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

## **TENDER DOCUMENTS**

### **5.0 CONTENTS OF TENDER DOCUMENTS**

- 5.1 The tenderer is expected to examine carefully all the contents of the tender documents as mentioned in Sub-clause 1.1 including instructions, conditions, forms, terms, and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders which are not responsive to the requirements of the tender documents will be rejected.
- 5.2 The tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender documents.

### **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 uploaded on [www.tenderwizard/dmrc.com](http://www.tenderwizard/dmrc.com) and same shall be binding upon them.

## **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. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **8.0 DOCUMENTS REQUIRED FOR EVALUATION OF TENDER**

- 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 of NIT**. Duly indicating the following information in completion certificate:
    - i. On company letter head or duly stamped by authorized signatory of firm issuing the completion certificate (client)
    - ii. Name of work
    - iii. Name and address of firm to whom the completion certificate issued
    - iv. Actual cost of work and the final contract value
    - v. Completion date of work
  - ii. Audited financial turn over for financial eligibility **as per clause no. 1.2.1 (b) of NIT**
    - i. **Firm shall upload the** chartered accountant certificate for turnover to be furnished along with the application on printed letter heads
  - iii. Declaration for non black listing/ de-registered by any Govt/ PSU on Rs. 10 stamp paper duly attested by Notary in the format prescribed **as per clause no. 1.2.1 (d) of NIT**.
  - iv. Documents to certify the positive net worth **as per clause no. 1.2.2 (e) of NIT**.  
Tenderer shall submit last three years (yr 2012-2013, 2013-2014, 2014-2015) audited financial statement duly attested by certified CA.
  - 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. Contractor shall upload/submit the form of tender duly signed and stamped by authorized signatory.
  - xiii. Upload the complete tender document duly filled & signed and stamped by authorized signatory.
  - xiv. Upload the power of attorney on stamp paper duly attested by notary & upload a copy of Board resolution, with a copy of declaration of Board members clearly indicating authority to further delegate the power.
  - xv. In case of name change of firm tenderer shall upload the Memorandum or/and certificate of in-corporation.
  - xvi. Bill of Quantities **(BOQ)**
- Tenderer who will qualify the above technical requirement after duly verification of uploaded document shall be considered technically qualified.

## 8.2 For Financial bid evaluation

8.2.1 The financial bid all the technical qualified tenderer shall be opened on scheduled time on line.

Note: - Financial bid of only those bidder who are found in technical suitability / eligibility and have submitted requisite security and fulfilled relevant terms and condition of tender documents shall be opened.

8.3 **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.**

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

## 9.0 TENDER PRICES

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

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

## 10.0 CURRENCIES OF THE TENDER

10.1 Tender prices shall be quoted in Indian Rupees only.

## 11.0 TENDER VALIDITY

11.1 The tender for the first year shall remain valid and open for acceptance for a period of 120 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 online through website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). or by writing or by telefax. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

## 12.0 TENDER SECURITY

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

12.2 The tender security will be in the form of a Bank Guarantee from a schedules bank in the performa at Annexure-B or in form of draft.

12.3 **Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer/Engineer as non-responsive.**

12.4 The bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the tender.

12.5 The tender securities of unsuccessful tenderers shall be discharged/returned by the Employer as promptly as possible as but not later than 30 days after the expiration of the period of tender validity.

12.6 The tender security of the successful tenderer shall be returned upon the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in this Tender Document.

## 12.7 The tender security shall be forfeited:

1. If a Tenderer withdraws his tender during the period of tender validity, or
2. If the Tenderer does not accept the correction of his tendered price in terms of Clause
3. In the case of a successful tenderer, if he fails to:
  - a. Furnish the necessary performance guarantee for performance.

- b. Enter into the Contract within the time limit specified in Clause 26.0
- c. Commence the work as per Terms and Conditions of Tender after issuance of LOA.

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

13.0 **FORMAT AND SIGNING OF TENDERS**

- 13.1.1 If the tender is submitted / uploaded by a proprietary firm, all the documents uploaded on website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC), 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/uploaded by a limited company or a limited corporation, all the documents uploaded on website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC), 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 on line wherever applicable or else upload the document duly typed or written in indelible ink. In case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons authorized to sign on behalf of the tenderer before uploading/ submission. 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. All the pages of the tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the tender.
- 13.4 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments/corrections shall be initialed by the person signing the tender.
- 13.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

**SUBMISSION OF TENDERS**

14.0 **Uploading of Tender/ documents**

- 14.1 The Tenderer shall follow the procedure as indicated below:
  - 14.1.1 Each tender will be upload in one set which shall contain documents as detailed in Appendix - I.
  - 14.1.2 The contents of Tender Package shall be as detailed under Clauses 8.0 hereon.
- 14.2 No application for the forged, documents uploaded will be entertained in the office and any such activity will lead to dis-qualification of the tenderer.

15.0 **SUBMISSION OF TENDER COST and Security**

- 15.1 Tender cost and Tender security draft/BG in original should be submitted at the following address  
  
Deputy General Manager/E&M/UG, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhambha Road  
New Delhi-110001 on date and time as mentioned in NIT.
- 15.2 Tender cost and Tender security shall be submitted in person to the Office of DMRC. The Engineer/Employer cannot take any cognizance and shall not be responsible for delay in transit.
- 15.3 Tender cost and Tender security 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.
- 15.4 DMRC shall not be responsible for Tender cost and Tender security delivered to any other place/person in DMRC (like DAK section etc) other than the designated office and does not reach the designated office before dead line for submission.

**16.0 LATE TENDER COST & SECURITY**

- 16.1 Tenders have to be submitted online on e-tendering website [www.tenderwizard.com/DMRC](http://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 as per NIT. DMRC will not be responsible for non receipt of tender documents due to any delay and/or loss etc,
- 16.2 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.
- 16.3 Any requisite document, Tender cost and tender security etc received in the designated office of DMRC after the deadline as per NIT will be returned to the tenderer and bid of tenderer shall summarily be considered as rejected.

**TENDER OPENING AND EVALUATION****17.0 TENDER OPENING**

- 17.1 The Employer or his authorized representative will open the Tender bids in the presence of tenderers or their Authorized representatives on date and time as mentioned in of NIT in the office of Dy. General Manager/E&M/UG, 2nd Floor, Metro Bhawan, Fire brigade Lane, Barakhamba Road, New Delhi 110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Tender at the same time. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.

**17.2 The following procedure shall be adopted for opening of Tender (Two Bid)**

- a. Notification (NIT) issued by DMRC for date of opening of technical bid. Date of opening of price bid shall be informed through website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) after opening of technical bid.
- b. Corrigendum / Addendum issued by DMRC through website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) as per NIT shall be part of tender.
- c. Clarification if any, may be sought by the tenderer through website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) or through in writing letter to DMRC authorized person. In case of any clarification sought by the tenderer is not relevant, it may not be replied.
- d. Tenderer shall submit the tender cost and tender security, in original, within stipulated time as per NIT. The tenderer fails to submit the same within stipulated scheduled time deemed to be rejected.
- e. Envelopes containing 'Tender Security' and 'Cost of Tender Documents' will be opened first on date and time as mentioned in of NIT in the office of **Dy. General Manager/E&M/UG, 2nd Floor, Metro Bhawan, Fire brigade Lane, Barakhamba Road, New Delhi 110001..** Tender (Technical & Financial Bids) of those tenderers who have not submitted valid 'Tender Security' and 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.
- f. On opening of the Technical bid, DMRC will first verify the details of tender cost and tender security filled online by tenderer with the original Demand Draft / Bank Guarantee submitted. If minimum amount of tender cost or tender security are not found as per NIT, the tender shall be summarily be considered as cancelled / rejected and no further evaluation or correspondence will be done in this regard.
- g. The Technical bid of all tenderers who have submitted a valid tender cost and tender security shall be opened. Tenderers may visit the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) to know the latest information regarding opening of tender etc. Tenderers can also see the technical sheets (check-list) of other tenderers after completion of opening process by logging on the website.
- h. After ensuring that the documents submitted by the tenderer are found relevant and in order as per the tender, date and time of opening of price bid along with the name of eligible tenderers shall be informed through website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).

- i. In case documents of any tenderer is not in order or relevant or not meet the tender requirements, the tenderer may be informed through website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for change/re-upload/submit of documents as per tender requirement within time frame given by DMRC.
  - j. The tenderer shall upload the correct document through website. If correct/requisite document is not provided by any tenderer even in this case, deemed to be rejected for that particular tender and price bid of that tenderer shall not be opened. No further correspondence in this regard shall be made.
  - k. If required physical verification of all / any document in original shall be done by DMRC .
  - l. The tender submitted online will be taken as final bid.
  - m. The price bid of all eligible tenderers shall be opened online at schedule date and time of opening of price bid
- 17.3 Tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

## **18 PROCESS TO BE CONFIDENTIAL**

- 18.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- 18.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

## **19.0 CLARIFICATION OF TENDERS**

- 19.1 Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to tender, Tender documents or the extent of detail in the Employer's requirement, technical specifications, and tender drawings etc, the tenderer shall seek clarification from DGM/E&M/UG. The DMRC may respond in writing/ through e-mail to any request for clarification received in writing/ through e-mail from the tenderers as per NIT clause.
- 19.2 Except for any such written clarification by DGM/E&M/UG, DMRC which is expressly stated to be by way of an addendum/ corrigendum to the documents referred to in ITT and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the engineer shall be taken to bind or fetter the Employer or the Engineer under the contract
- 19.3 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderers individually for clarification of their tenders, including breakup of prices. The request for clarification and the response shall be in writing or by telefax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 22.0 herein.
- 19.4 All the correspondence from the DMRC pertaining to this tender till the award of work shall only be done to the designated officer in-charge.

## **20.0 DETERMINATION OF RESPONSIVENESS**

- 20.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.
- 20.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers

obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price.

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

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

## 21.0 EVALUATION OF TENDER

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

21.2 Tenderer who fails to submit the Tender cost and Tender security as per NIT in original, to the office of undersigned, summarily be rejected.

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

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

- a). *Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0*
- b). *Such other factors of administrative nature as the Employer/Engineer may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.*

21.5 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

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

## 22.0 CORRECTION OF ERRORS

22.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer / Engineer as follows:

- a. *Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and*
- b. *Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.*

22.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

## AWARD OF CONTRACT

### 23.0 AWARD CRITERIA

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

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

24.1 The Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract.

25.0 **NOTIFICATION OF AWARD**

25.1 Prior to the expiry of the period of tender validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful tenderer [www.tenderwizard.com/dmrc](http://www.tenderwizard.com/dmrc), to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorised signatory, within three days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

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

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

26.0 **SIGNING OF AGREEMENT**

26.1 The Employer shall prepare the Agreement in the **Proforma (Form E)** included in this Document, duly incorporating all the terms of agreement between the two parties. Within **45 Days** from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement.

27.0 **PERFORMANCE SECURITY**

27.1 **Within 30 days of receipt of the letter of Acceptance the successful Tenderer shall furnish performance security in the form of a bank guarantee from branch in India of a schedules foreign bank or from a scheduled commercial bank in India acceptable to the employer for an amount of 10% of contract value in types & proportions of currencies in which the contract Price is payable.** The approved form provided in the "Instructions to Tenderers" documents, or any other form approved by the Employer shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to Defect Liability Period(24 month+6 month completion).

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

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

29.0 **Defect Liability Period**

29.1 Defect Liability Period shall be of 02(two) years from the date of issue of Completion Certificate, for all the items supplied, works carried out & the defects left by contractor in execution of work.

29.2 During the DLP, contractor shall be responsible to carry out all the comprehensive preventive, corrective & breakdown maintenance of the installed system including spare parts & consumables.



## APPENDIX I

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

COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	Reference to Clause No. of "Instructions to Tenderers"
	<b>TENDER PACKAGE COMPRISING OF:</b>	
1.	Tender Cost and Tender Security	8.1 & 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.	2.4 & 13.0  2.4 & 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 <b>(Form C)</b>	8.1.3 (vii)
10.	Experience record of similar works <b>(Form T-II)</b>	8.1.3 (viii)
11.	Detail of Personnel <b>(Form T-III)</b>	8.1.3 (ix)
12.	Detail of Resources <b>(Form T-IV)</b>	8.1.3 (x)
13.	Financial Data for similar work <b>(Form T-V)</b>	8.1.3 (xi)

**INDEX ON**

**PROFORMA OF FORMS**

1.	<b>PROFORMA OF FORMS – GENERAL</b> (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.	<b>PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS</b>	FORM
	i. General Information	T-I
	ii. Experience Record	T-II
	iii. Resources Proposed for the Work-Personnel	T-III
	iv. Resources Proposed for the work- Machinery & Equipment	T-IV
	v. Financial Data	T-V

**FORM OF TENDER**

- Note:
- i. The Appendix forms part of the Tender
  - ii. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

Name of Work: As in the NIT clause No. 1.1.1

To,  
**Dy. GM/ E&M/UG,**  
**DMRC,**  
**2<sup>nd</sup> Floor, Fire Brigade Lane,**  
**Barakhamba Road New Delhi-110001**

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the amount indicated in BOQ.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works from the day of issue of the LOA to commence and to complete the whole of the Works comprised in the Contract within six months calculated from the 10<sup>th</sup> day of Issue of LOA, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 15 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 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.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any tender you may receive.
11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

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

Signature .....

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

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**APPENDIX TO THE FORM OF TENDER**

		Condition of Contract Clause No.
i.	Amount of Bank Guarantee as Performance Security	<b>27.0</b> of ITT
ii.	Contract Period from the date of issue of LOA	<b>1.1.1</b> of NIT

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 authorised to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 30 Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 24 **months longer than** the anticipated expiry date of Contract period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

- 9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

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

For and on behalf of

the \_\_\_\_\_ Bank.

Signature of authorised Bank official

Name : .....  
 Designation : .....  
 I.D. No. : .....  
 Stamp/Seal of the Bank : .....

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

In the presence of :

Witness 1.

Signature .....  
 Name .....  
 Address .....

Witness 2.

Signature .....  
 Name .....  
 Address .....



**FORM OF AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 Between **Delhi Metro Rail Corporation Limited 2<sup>nd</sup> Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road New Delhi-110001** hereinafter called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that (\*\*\*) certain Goods and Services should be provided and) certain Works should be executed, Contract for -----of Metro Corridor of Delhi MRTS Project hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works (\*\*\*) as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) Letter of acceptance
  - (b) General Conditions of Contract
  - (c) Special Conditions of Contract
  - (d) Notice Inviting Tender
  - (e) Specifications & Drawings
  - (f) Bill of Quantities
  - (g) Form of Tender with Appendix
  - (h) Addendums, if any
  - (i) Other conditions agreed to and documented as listed below:
    - (i) Statement of deviations (if applicable)
    - (ii) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\*\_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs\_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT

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

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ Name \_\_\_\_\_

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

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) .....

**EXPERIENCERECORD**

1. Details of experience of similar work".

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

## Notes :

- i) Details submitted in any other Performa will not be considered.
- ii) **The details of work including the cost of the work should be supported by attested copy of each client's certificate.**
- iii) Additional pages may be attached if required.
- iv) All the pages must be signed by the authorize signatory of the tenderer.

**DETAILS OF PERSONNEL**

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

**Resources for the works - Machinery & Equipment**

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

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

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

**FINANCIAL DATA**

(Refer Clause 8.1.1)

**List of all Ongoing Contracts**

Name of the applicant (constituent member in case of Group)	Total number of works in hand	Number of contracts of each type		Number for which applicant went in for		Number of contracts in which date of completion given in the original has already burst	Total value of works done in Rupee equivalent as on 31/03/2015		
				Arbitration	litigation		Year 2012-2013	Year 2013-2014	Year 2014-2015

**Applicant should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.**



### Special Conditions of Contract

1. **Advance Payment:** - No Advance of any type shall be paid.
2. **Price Variation Clause:** - The Price Variation Clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes and duties.
3. **Termination of Contract:** - If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days notice to the Contractor.
4. **Penalty:** i. **DLP penalty:** A penalty will be imposed @Rs.200/- per day for minor repair works & Rs. 2000/- per day for major repair works, in case of non-rectification of fault stipulated time as per tender clause Section-4 O of scope of work or poor work quality.  
 ii. if fault not rectified in stipulated time, the work shall be carried out by DMRC on the risk & cost of contractor
1. **Safety of Personnel:** - The Contractor will take full responsibility for the Safety of his Staff, Materials etc.
2. **Quantity Variation Clause:** The Quantity of Equipments mentioned may vary by +/-25% of BOQ.
3. **Extension of time:** If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer – in –charge within 30 days of the hindrance on the account on which he desires such extension as aforesaid, and the Engineer – in – charge shall, if in his opinion reasonable grounds to be shown therefore, authorize such provisional extension of time, if any, as in his opinion be necessary or proper.
4. **Compensation for delay: Against delay in completion of work:** If the contractor fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for delay which is limited to **0.5% per week of work order value for the first 10 weeks and 0.7 % per week for next 10 weeks and thereafter subject to a maximum of 10%** of the work order value for the location where the work is delayed and the firm is found responsible for the same. **Flow chart of the procurement process / contract shall be supplied by the contractor and approved by Executive Engineer concerned.**
5. Any Damage/Breakage to the DMRC property during the execution of work will be at the risk & cost of the Contractor & in this regard The DMRC' decision will be final regarding amount of damage/breakage etc. The amount will be deduced from contractor's bill.
6. 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.
7. The Contractor if awards either partly or fully of any work covered under contract to a Sub-contractor/OEM/Third party, he shall submit the documentary proof from the contractor concerned, that such award will not in any way affect the performance of the equipment/Plant, prior to the start of such work. Also, the sub-contractor firm name, address and availability of trained manpower shall be furnished for the approval.
8. The DMRC shall have the right to make minor alterations/additions/substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized DMRC' representative.
9. The contractor shall on request of Engineer-in-charge forthwith remove from the works any person employed thereon by him who in the opinion of Engineer-in-charge may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Engineer-in-charge.
10. The DMRC' General Conditions of Contract are applicable & can be seen by the contractor at the office of Dy.GM/E&M/UG on any working day.
11. 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.

## **Terms and Conditions**

1. The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.
2. The Contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages, PF, ESI and any other dues etc including all amendments issued by the Govt. from time to time. Being a Principal Employer, DMRC may ask to submit documents in original.
3. The work is to be carried out under the guidance of DMRC only.
4. No T&Ps shall be issued to the contractor. All T&Ps, Instruments, Machines, etc. will be brought by the Contractor only. The cost of all these items shall be borne by the contractor.
5. Labour- No labour shall be provided by DMRC.
6. Transport: No separate charges will be paid for transport.
7. As per site conditions the contractor may have to carry out the work during night hours. No extra payment shall be made on this account.
8. **Successful Contractor shall be submit the following insurance cover under the following requirements:**
  - a) Contractor's all risk & third party.
  - b) Liability under the workmen's compensation act 1923, minimum wages act 1948 and contract labour (regulation and abolition) act, 1970.
  - c) Accident to staff, engineers, supervisors and other who are not governed by workmen's compensation Act.
  - d) Damage to material, machinery and works due to fire, theft etc.

Annexure-D

(On stamp paper of Rs. 10/-)

I, ..... S/o....., proprietor/authorized signatory of M/s....., (Name and address of the firm) ..... do hereby undertaking that M/s.....(Name and address of the firm) not involved in any litigation/arbitration or no case pending in any court against them and has not been also blacklisted or de-registered by any Government or public sector during the last 5 year.

Place.....

Date.....

Deponent

**VERIFICATION**

I the above named deponent do hereby solemnly affirm and declare that the content of my above undertaking are true to the best of my knowledge and nothing has been concealed therein.

Verified on.....

Deponent

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

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

iv. **Bank Details:**

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

Stamp &amp; Signature of Authorized Signatory

**NOTE: Duly verified by Bank****Note: along with one cancelled cheque**

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

**FORM OF BANK GUARANTEE FOR TENDER SECURITY**

Know all Men by these presents that we ..... (name of bank and address) of India, having our registered office at .....(hereinafter called the Bank) are bound unto DELHI METRO RAIL CORPORATION (hereinafter called the Employer) in sum of ...../- for which payment well and truly to be made to the said Employer, the bank binds himself, his successors and assigns by these presents.

**WHEREAS** ..... (name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated .....for contract /Joint Ventures/Consortium, in Govt./Semi Govt. organization (refer clause 1.2.2 of NIT) for "....." (hereinafter offer as aforesaid).

**WHEREAS** the Tenderer is required to furnish a Bank Guarantee for the sum of `..... (Amount in figures and words) as Tender security against the Tenderer's offer as aforesaid.

**AND WHEREAS** .....(name of bank) (from scheduled commercial bank based in India or State bank of India) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- i.) That the employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the tenderer.
- ii.) That the guarantee herein before contained shall not be affected by any change in constitution of out bank or in the constitution of the tenderer.
- iii.) That this guarantee commences from the date hereof and shall remain in force till
  - a. The tenderer, in case his tender is accepted by the Employer, executes a formal agreement after furnishing the Performance security on an scheduled commercial bank based in India.
  - b. 30 days after the date of validity or the extended date of validity of the tender, as the case maybe;

which ever is earlier.
- iv.) That the expression "the Tenderer" and the "the Bank" herein used shall, unless such as interpretation is repugnant to the subject or context, include their respective successors and assigns.

**THE CONDITIONS** of this obligation are:

- i) If the Tenderer withdraws his tender during the period of tender validity specified in the form of Tender, or
- ii) If the Tenderer refuses to accept the corrections of error in his tender; or
- iii) If the tenderer fails to withdraw conditions, qualifications, deviations etc. proposed by him at the cost of withdrawal given in his tender; or
- iv) If the tenderer having seen notified of the acceptance of his Tender by the Employer during the period of tender validity.
  - a. Fails or refuses to furnish the Performance Security and/or
  - b. Fails or refuses to enter into a Contract within the time limit specified in tender clause...12.7 of the "Instructions to tenderers"

We undertake to pay to the Employer the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i), (ii), (iii), (iv) a and (iv) b mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized official of the bank

Name of Witness.....

Name of Official.....

Address of witness .....

Designation.....

.....

.....

Stamp/Seal of Bank.....

## Content of Bill of Quantity

**“Supply, installation & replacement of PFC capacitor Bank installed at underground station from GTBN to Central secritriat, Barakhambha & MandiHouse stations of DMRC”**

Sr. N	Description of Work	Unit	Qty
1	Supply & Installation, Testing Commissioning of Capacitor Bank as per requirement of site of following make EPCOS MKK, Mehar L&T, Ducati Duca Power	KVAR	6500