

## **DELHI METRO RAIL CORPORATION LTD.**

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

# **“Supply and Installation of Platform Ladder with wide step for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd.”**

- \* **NOTICE INVITING TENDER**
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**No. DMRC/O&M/TR/MKC/VCB LADDER /ETR0022016**

## SECTION 1

## NOTICE INVITING TENDER (e-TENDER)

## 1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. Invites sealed open e-Tenders (two bids) from eligible applicants, who fulfill the qualification criteria as stipulated in **clause no. 1.2 of NIT**, for the work, **"Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd."**

1.1.1 The details of the Tender are as per following:

Approximate cost of work	:	<b>₹ 38,66,596.00 (inclusive of all taxes)</b>
Tender Security amount	:	<b>₹ 77,332.00</b>
Cost of Tender (Non-Refundable)	:	₹ 5,250.00 (₹ 5,000/- plus 5% VAT) Non-Refundable
Completion period of the Work	:	<b>01 Year</b> (from 10 <sup>th</sup> day of issue of letter of acceptance)
Tender documents on sale	:	From 01.09.2016 to 27.09.2016 (up to 17:00 hrs) on e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>  Tender document can only be obtained after registration of tenderer on the website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
Pre-bid Meeting	:	N/A
Last date of Seeking Clarification	:	16.09.2016 up to 15:00 hrs. (Queries from bidders after due date shall not be acknowledged)
Last date of Issuing Addendum / Corrigendum	:	18.09.2016 up to 15:00 hrs.
Last Date & time of Submission of Tender Online	:	27.09.2016 up to 17:00 hrs.
Date & time of opening of Technical Bid Online	:	30.09.2016 at 12:00 hrs.
Date & time of opening of Financial Bid Online	:	Shall be informed after evaluation of technical bid through website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
Authority and place for submission of tender cost, tender security, required documents (if any), seeking clarifications etc.	:	<b>Additional General Manager/Traction/DMRC,</b> 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New delhi-110001.
<p>The tender cost and tender security will be in the form of a 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.</p> <p>The same should be submitted in original latest by two hours before opening of technical bid in the office of AGM/TR at the above mentioned address.</p> <p><b>NOTE:</b> The bidder who fails to submit the tender cost &amp; tender security (in original) within stipulated scheduled deemed to be rejected.</p>		

## 1.2 QUALIFICATION CRITERIA:

### 1.2.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the **sub-clauses of Clause 1.2 of NIT**. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- ii.
  - (a) A non-Indian firm is permitted to tender only in a joint venture or consortium agreement either with an Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 with minimum 26% participation.
  - (b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV/Consortium. A tenderer who submits or participates in more than one bid will cause all of the proposals in which the tenderer has participated either as sole tenderer or member of JV/consortium will be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV/consortium in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iii. Tenderers shall not have a conflict of interest. Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project;
  - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
  - (c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv. A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or as partner of a joint venture/consortium. However, the lead partner in case of JV shall be one who has experience of similar works.
- v. Any Central / State Government Department / Public Sector Undertaking / other government entity or local body must not have banned business with the tenderer (any member in case of JV) as on the date of tender submission. Also no contract of the tenderer should have been rescinded / terminated by DMRC / Central or State Government Department / Public Sector Undertaking / other Government entity or local body after award during last 5 years due to non-performance of the tenderer or any of JV / Consortium members. The tenderer should submit undertaking to this effect in the format enclosed in **APPENDIX-II** of Tender.
- vi. The overall performance of the tenderer (all members in case of JV/Consortium) shall be examined for all the ongoing Electrical/Traction works and works completed within last one year, of value more than 40% of NIT cost of work. The tenderer shall provide list of all such works in the prescribed Performa given in **APPENDIX-VIII** of the form of Tender. In addition the tenderer shall also submit certificate issued by the client / Employer for satisfactory performance for all these works with respect to completion of work / execution of work (for running works) failing which their tender submission shall not be evaluated and the tenderer

shall be considered non-responsive and non-compliant to the tender conditions. The performance certificate issued by the client should not be older than one month from the last day of the previous month of tender submission.

If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the **APPENDIX-VIII**, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms **clause 1.2.1 of NIT**.

#### 1.2.2 **Minimum Eligible Criteria :**

##### **i . Work Experiences -**

The tenderers will be qualified only if they have completed work(s) during last five years ending on the last day of the previous month of tender submission as given below:

- a. One single work of "**similar nature**" of at least 80% of estimated value of contract.

OR

- b. Two works of "**similar nature**", each of at least 50% of estimated value of contract.

OR

- c. Three works of "**similar nature**", each of at least 40% of estimated value of contract

The contractors have completed the above works in Govt. / Semi Govt. / PSU / Private Metro Railway Organization.

**Similar Nature of Work:** Any type of electrical/ mechanical/ fabrication work.

In case of JV/Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

#### **NOTE:**

1. Successful completed portion of ongoing works up to last day of the previous month of tender submission shall also be considered for qualifying the eligible criteria.
2. 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, quantity of work, completion date etc.) issued by the client preferably on their letter head for completed work.
  - b. Self-attested copies of work order, BOQ and latest certificate issued by along with completion certificate issued by the client preferably on their letter head for quantum of work executed for work under progress.
3. The tenderer shall provide the documentary proof such as completion certificates / performance certificate from client showing satisfactory performance of similar works wherein following details are to be given:
  - a. Name of Organization where work done

- b. Customer contact name, email and phone number
- c. Name / Scope of work undertaken by the applicant
- d. LOA No. and date
- e. Cost of Work and date of Commencement of work as per LOA
- f. Actual Completion Cost and Actual date of Completion
- g. Certificate of satisfactory completion of work.

In addition to above, if the work(s) is executed for private client(s), then copies of work order, bill of quantities, bill wise details of payment received certificate by Chartered Accountant, TDS certificates for all payments received and copy of final/last paid by client shall also be submitted.

## ii. **Financial Standings –**

- a) **Average Annual Turnover:** Contractor's average Annual Turnover of last three audited financial years should be equal to or more than 80% of estimated cost of work.

The average annual turnover of JV will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$= \frac{AM+BN}{100}$$

- b) **Net Worth:** Net worth of applicants should be positive.

In Case of JV- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be

$$= \frac{AM+BN}{100}$$

Tenderer shall submit last three years audited financial statement duly attested by certified CA to work out net worth.

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

- 1.2.3 The tender submission of bidders, who do not qualify the minimum eligibility criteria, shall not be considered for further evaluation and considered rejected. The mere fact that the bidder is qualified as mentioned in above 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 mere fact that the tenderer is Pre-qualified as shall not imply that his bid shall automatically be accepted. The same should contain all Financial & other details as required for the consideration of tender.

1.2.4 Tender document consists of the following documents:

- a. Notice Inviting Tender
- b. Scope of Work
- c. Tender Prices and Schedule of Payment
- d. Instructions to Tenderers
- e. Form of Tender
- f. Special Conditions of Contract
- g. Other terms and conditions
- h. Contents of BOQ.

1.2.5 The contract shall be governed by the documents listed in **Para 1.2.4 above**.

**Please note carefully the requirements for submitting tenders and the date & time for submittal.**

1.3 The bidders may obtain further information / clarification, if any, in respect of these tender documents from the office of **Additional General Manager/Traction/DMRC, 2<sup>nd</sup> Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001**

1.4 The intending bidders must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app>. 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.

1.5 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.

1.6 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.

1.7 Tenders shall be valid for a period of as per **ITT clause 12.0** from the date of submission of Tenders.

1.8 Tenderer is cautioned that the tender containing any material deviation from the tender document which consists of NIT, Instructions to tenderers, General conditions of contract, Special conditions of contract, Bill of quantities is liable to be summarily rejected as non-responsive.

1.9 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

1.10 Tenderers are advised to visit the site before offering their rates.

1.11 The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates. Any corrigendum, addendum etc issued

shall be part of this tender document and shall be made available on this e-tendering portal.

- 1.12 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

**(SUBODH PANDEY)**  
AGM / Traction

**Delhi Metro Rail Corporation Ltd.**  
**2<sup>nd</sup> floor, Metro Bhawan,**  
**Fire Brigade Lane,**  
**Barakhamba Road,**  
**New Delhi-110001**

## **INFORMATION AND INSTRUCTIONS FOR "ON LINE BID SUBMISSION"**

The intending tenderers must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

Information and instructions for tenderers posted on website shall form part of tender documents. The complete Tender Document can only be obtained online after registration of tenderer on the website <http://eprocure.gov.in/eprocure/app>.

Tender can only be submitted after uploading the mandatory scanned copy of documents such as Demand Draft or Pay Order or Banker's towards cost of Tender Documents and Tender Security (as prescribed in **clause 1.1.1 of NIT**).

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My



Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed,

the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at :

**Mobile Numbers:** 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593

**Telephone Numbers:** The 24x7 Toll Free Telephonic Help Desk Number 1800 3070 2232.  
Other Tel: 0120-4200462, 0120 4001002

**Email Id:** cppp-nic@nic.in

## SECTION 2

### SCOPE OF WORK

The contractor will execute the work i.e. **“Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd.”**

#### Brief Scope

- a) Ladder made up of 32 mm diameter GI pipe of thickness 3 mm having outer dimensions of 2850 mm x 850 mm x 500 mm, four fixed legs having steps for climbing at a gap of size 400 mm in one side of structure. Platform size 850 mm x 500mm guarded from 3 sides with railing height of 700mm. Base of platform made up of 40 mm x 40 mm x 5 mm GI angle fixed with Aluminum chequered sheet of thickness 6 mm. Square size ladder is supported at suitable height
- b) A Gate of size 500 x 1000 mm on Ladder with locking arrangement to block the access when it is not required. A 25000 Volts caution board of size 250mmx150mm to be fixed on gate with rivets/ nut bolts. GI plate should be of size 150 mm x150 mm x 6 mm at bottom of four legs with hole suitable for M16 bolt.
- c) The necessary tools, tackles, material and labour required for all the works mentioned hereunder to complete the works upto the satisfaction of DMRC engineer is in the scope of the contractor. No additional payment will be made for the same.
- d) Installation & Commissioning work of Platform Ladder with wide steps for 25 kV VCB/BM work shall be carried out in night during non revenue hour in power block condition (00:30Hrs to 04:30Hrs). Under direction of engineer-in-charge. The time for actual work may be less than power block/permit to work duration. This is due to fact that work site may be away from the location from where PTW issued. No compensation/extra payment shall be made in this account.

#### 2.2 SUPPLY AND INSTALLATION OF PLATFORM LADDER:

- a) Supply and Installation of Platform Ladder with wide steps for 25KV VCB/BM maintenance shall be done as per BM Ladder drawing **(placed at ANNEXURE-01 & 02)**.
- b) Erection and fixing of GI ladder at site by providing 04 nos. suitable heavy duty fasteners on each leg of ladder at parapet by drilling process and filling GP2 composed.
- c) All fittings and loose parts should be galvanized only after fabrication, drilling and welding etc. No external chemical (e.g. Welding) process should be done after galvanization. The BM Platform ladder should be galvanized as one whole unit.
- d) Galvanization of one whole unit of BM platform ladder should be as per relevant standard and should sustain in heavy polluted zone of Delhi.
- e) The BM Platform Ladder grouting and welding work should be strong enough to withstand train movement vibrations and storm wind pressure.
- f) Supply of nut, Bolts, washers, lock nuts etc. shall be in the scope of contractor. The bolts should be of GI of appropriate size. Lock nuts shall be provided on each bolt. No T&P shall be issued to contractor. The contractor shall bring all T&P's instruments, Machines, materials etc. The cost of these items shall be borne by the contractor. Power supply and Illumination/Lighting of working site shall be in the scope of contractor. Nothing shall be paid extra.
- g) While executing work, if any minor modification/alteration is done by the contractor, as advised by site engineer. Nothing shall be paid extra.

#### 2.3 PROVIDING GATE AND CAUTION BOARD ON PLATFORM LADDER:

- a) The Gate to be provided on ladder with locking arrangement so as to block the access when it is not required.

- b) A 25000 Volts caution board of size and design approved by Engineer in-charge to be fixed on gate with rivets/ nut bolts.

#### **2.4 EARTHING FOR PLATFORM LADDER:**

- a) Installed BM ladder should be properly earthed by supplying and installing two separate GI strip of size not less than 25mm x 3 mm with the existing DMRC earthing system (BEC) through proper clamps / fixing arrangement. Nothing shall be paid extra.

#### **2.5 MEASUREMENT OF PLATFORM LADDER:**

- a) All dimensions mentioned in the above drawings are in mm unless otherwise specified. Tolerances of  $\pm 0.5$ mm are permissible on all dimensions unless otherwise specified.

#### **2.6 GI used for the above should meet the following standards:**

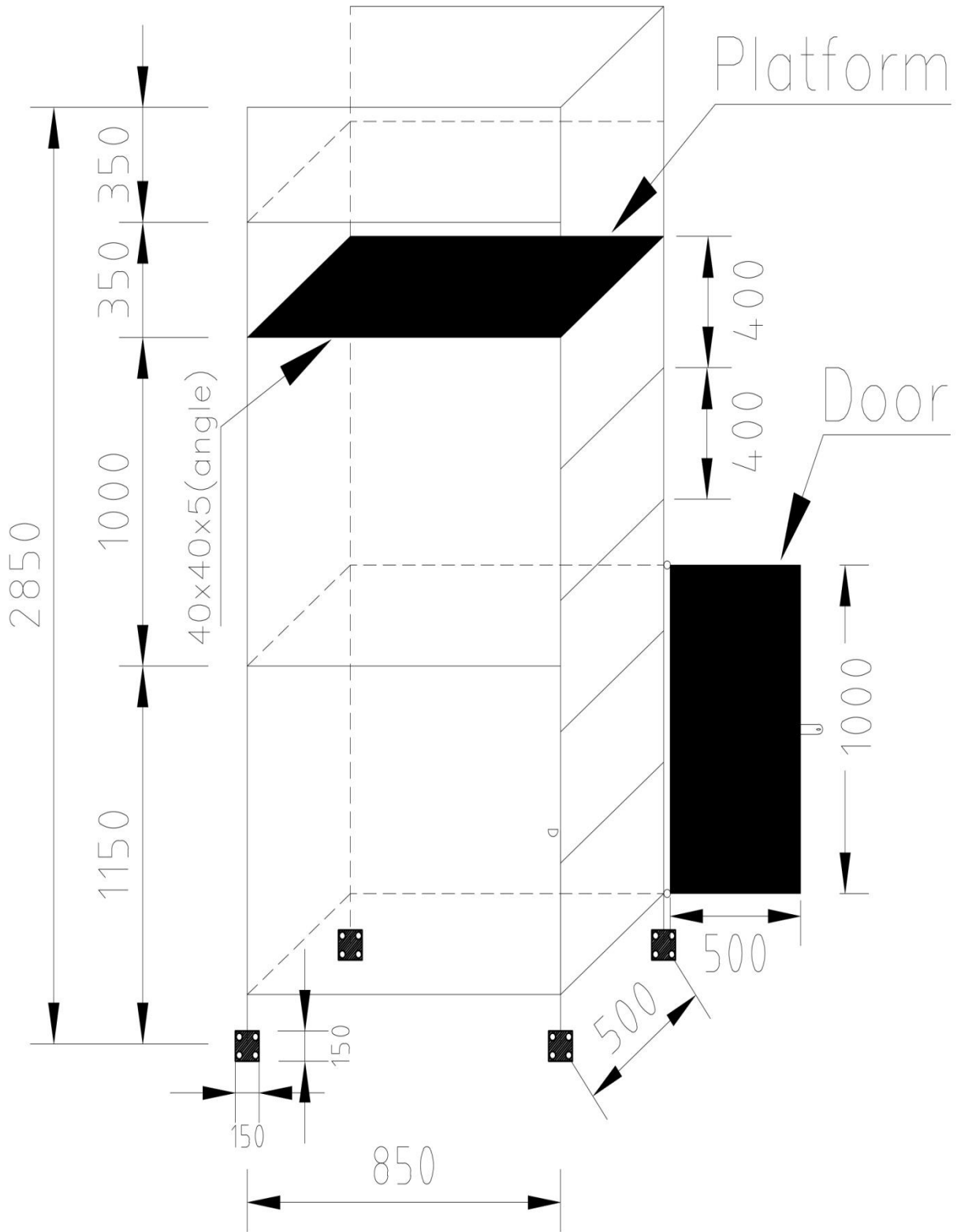
- a) Hot Dip Galvanized according to RDSO specification No. ETI/OHE/13 (4/84) para 4.1.
- b) If necessary the welding and surfaces shall be tested according to EN 12062.
- c) Fabrication according to IS 800-2007

#### **2.7 General:**

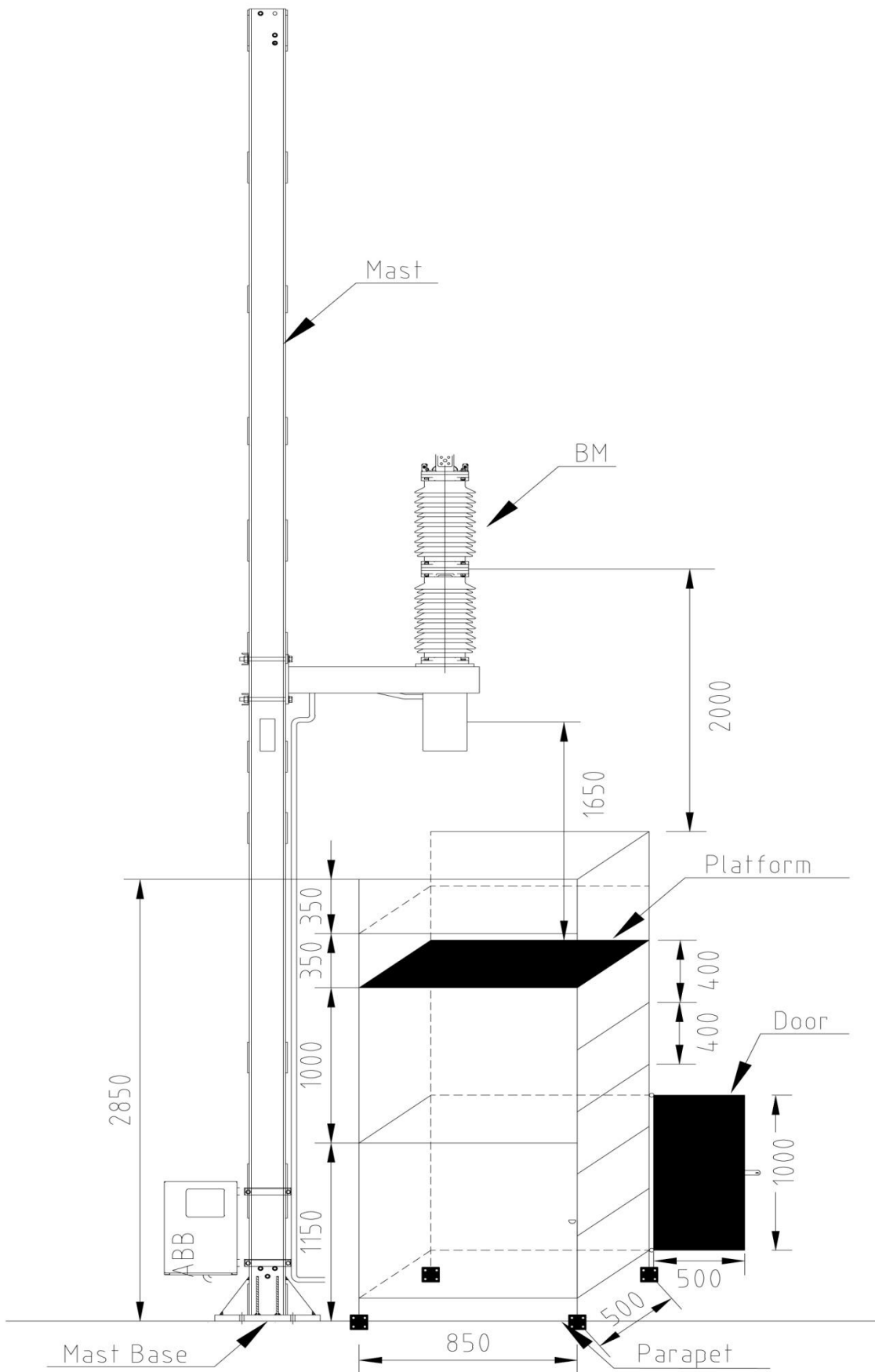
- a) Tenderers are advised to visit the site with proper permission from DMRC, where a BM Platform Ladder is to be provided before offering their rates.
- b) The Frame of Ladder would be of GI Pipe & platform of GI angle (as per specification and Drawing) would be galvanized after welding.
- c) Drawings given in the tender are tentative. Contractor shall install a sample at one of the location. The same shall be approved by DMRC before start of further work. Contractor shall install Platform Ladder with wide steps for 25KV VCB BM in different lines of DMRC.
- d) DMRC's engineer in-charge / representative shall verify the installation during & after completion of work each day.
- e) In case, if work is not completed in one night, Part of work done shall be properly secured before leaving site. Nothing should infringe train operations.
- f) The contractor during the execution of work shall follow the Indian Electricity act & all other statutory rules, regulations, ACTs, DMRC's safety circulars as available on date during the period of contract.
- g) The contractor shall not sub-contract/Transfer or assigns the contract to the third party.
- h) The contractor will have to submit the list of authorized/competent staff along with a set of photo identity cards to whom permission will be required to be issued by the DMRC.
- i) Contractor's staff shall obey all the safety rules applicable for such works in DMRC. They shall also fill an indemnity bond before entering into the track.
- j) Contractor shall deploy multiple teams per line (but not less than two teams per line) on each day for which power block shall be arranged by DMRC.
- k) The work shall be carried out in night during non revenue hours in power block conditions. The time for actual work may be less than the power block/permit to work duration. This is due to the fact that work site may be away from the location from where PTW is issued. No compensation/extra payment shall be made in this account.
- l) Since the work is to be performed on line which is used for passengers services, it will be responsibility of contractor to ensure that the site is made fit and operational at least 30 minutes before scheduled time of cancellation of PTW & power block. Any delay in train services due to contractor's negligence shall lead to penalty to contractor. Penalty in such cases shall be assessed separately but will be limited to 10% of contract value.

- m) There may be cases when the scheduled permit to work may be cancelled even after contractor manpower reaches the site of work & no work may be performed in that night. No compensation shall be paid for such cases.
- n) If on any day work gets cancelled due to bad weather condition or power Block constraint, contractor has to negotiate with the prevailing conditions. Nothing will be paid extra for the same.
- o) The contractor team shall be equipped with necessary communication facility at site of work. There should be at least one supervisor who will control his man-power & obtain necessary instruction form DMRC's representative/supervisor at site of work.
- p) Any damage/breakage to the DMRC property during the execution of work will be at the risk & cost of the contractor
- q) Contractor will have to ensure the safety of its own personnel and any other persons who can be affected by 25 kV VCB BM Ladder Installation, involved directly or indirectly.
- r) 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.

**ANNEXURE-01**



# ANEXURE-02



### **SECTION 3**

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

##### **3.1 Tender Prices**

- 3.1.1
- a. unless explicitly stated otherwise in the Tender Documents, the contractor shall be responsible for the whole works, based on the Bill of Quantities and payment shall be as per accepted rates based on the activities carried out as in the BOQ.
  - b. The rate quoted by the tenderer shall be inclusive of all duties, taxes, fees, octroi and other levies, materials, labour to & fro transportation of material and labour charges etc. Service Tax, however shall be shown separately in the BOQ.

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

- A) No mobilization advance is payable to contractor for the said work.
- B) Payment shall be made through running bills and final bill as per progress of work. Minimum work for R/A bills shall be 30% of total contract amount.
- C) The payment shall be made subjected to submission of jointly signed report of DMRC Engineer in charge & contractor's representative.
- D) Payment shall be subjected to deduction of all T.D.S as per applicable law.
- E) Joint report with concerned officer / staff shall be made in triplicate duly signed by field staff and concerned officer. Bill along with copy of joint report shall be submitted to MGR/TR-3&4 for verification and processing the bill for payment.



# **“Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd.”**

## INSTRUCTIONS TO TENDERERS

### **1.0 GENERAL**

#### **1.1 INTRODUCTION**

Bid for Open tenders are invited for **“Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd.”** 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)
- Scope of Work (SOW)
- Tender Prices and Schedule of Payment
- Instructions to Tenderers (ITT)
- Form of Tender (FOT)
- Special Conditions of Contract (SCC)
- Other terms and conditions (OTC)
- General Conditions of Contract (GCC)
- Other relevant supporting documents
- Bill of Quantities

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

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

**Additional General Manager/Traction/DMRC, 2<sup>nd</sup> Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba 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: As per NIT.
- b. Tenders will be uploaded on <https://eprocure.gov.in/eprocure/app>.
- c. Date of opening of the Tender – Technical and Financial Bid: **As per clause – 1.1.1 of NIT.**
- d. Period for which the tender is to be kept valid: **As per clause - 12.0 of ITT**

### **2.0 POST QUALIFICATION REQUIREMENTS**

This invitation to open tenders for the work **“Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd.”** The Tenderer shall submit only one tender either himself or as a lead partner/Lead Constituent in a joint venture/consortium for the work. The tenderer who submits more than one tender for the same work will be disqualified.

- 2.1 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.
- 2.2 Each page of tender shall be signed by the authorized signatory of the tenderer before uploading on the <https://eprocure.gov.in/eprocure/app>. Power of Attorney in favour of the signatory will be required to be furnished as detailed in **Clause 14.0.**

#### **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 Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for the work "**Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd.**" and as more particularly described in the following documents, along with their annexure, appendices, addenda and errata if any.

- a) Notice Inviting Tender ( NIT )
- b) Instructions to Tenderers ( ITT )
- c) Form of Tender (FOT)
- d) Special Conditions of Contract (SCC)
- e) General Conditions of Contract (GCC)
- f) Other relevant supporting documents
- g) Bill of Quantities

5.2 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.

5.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

### **6.0 Clarification of Tender Documents**

6.1 The Tenderer shall check the pages of all tender documents and summaries and, in the event of discovery of any discrepancy; the Tenderer shall inform the AGM/TR, DMRC forthwith.

6.2 Should the 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 Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from AGM/TR. The DMRC may respond in writing / through e-mail to any request for clarification received in writing / through e-mail from tenderers **as per NIT clause 1.1.1**. A copy of the response will be uploaded on website <https://eprocure.gov.in/eprocure/app> for information to all prospective tenderers.

6.3 Except for any such written clarification by AGM/TR, DMRC which is expressly stated to be by way of an addendum/corrigendum to the documents referred to in **paragraphs 5.1 (a) to (f)** above 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.

6.4 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderer individually for clarification of their tender, including breakup of prices. The request for clarification and the response shall be in writing / by telefax / through website 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 23.0** herein.

6.5 **Correspondence:** All correspondence from DMRC pertaining to this tender till the award of the work with tenderer shall be done by AGM/TR.

### **7.0 AMENDMENT TO TENDER DOCUMENTS**

7.1 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.

- 7.2 The said addendum / corrigendum will be uploaded on <https://eprocure.gov.in/eprocure/app> on or prior of opening of Tender **as per NIT clause 1.1.1** and the same shall be binding upon all tenderer.

## **PREPARATION OF TENDERS**

### **8.0 LANGUAGE OF TENDER**

- 8.1 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.

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

#### **9.1 TENDER COST AND TENDER SECURITY**

- 9.1.1 The Tenderer shall submit the tender cost and tender security in sealed envelopes addressed to Additional General Manager / Traction, 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.
- 9.1.2 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.

#### **9.1.3 REQUISITE DOCUMENTS**

Tender bid shall comprise of following forms and documents duly filled and signed by the tenderer, to be uploaded as per tender requirement along with Annexure, Forms, etc.

- i. Work experiences **as per clause no. 1.2.1 of NIT**.
- ii. Audited financial turn over for financial eligibility **as per clause no. 1.2.2 (a) of NIT** and Documents to certify the positive net worth **as per clause no. 1.2.2 (d) of NIT**.

The financial data submitted shall certified by the Chartered Accountant in original with his stamp, signature & membership number. The copies of audited balance sheets must be complete including all the related notes and income statements for the last three audited financial years.

In case audited balance sheet of last financial years is not made available by the bidder. The bidder must submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous 2 audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender may be considered as non-responsive.

- iii. **Form of Tender (FOT)** - The Form of Tender along with all Appendixes shall be completed and signed by a duly authorised and empowered representative of the Tenderer. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

**APPENDIX-I** : Check list of documents to be uploaded / submitted by the tenderer

**APPENDIX-II** : Declaration as per Clause 1.2.1 (v) of NIT

**APPENDIX-III** : Proforma for Statement of Deviations

**APPENDIX-IV** : General Information about the Tenderer

**APPENDIX-V** : Experience Records

**APPENDIX-VI** : Details of Personnel and Resources for the Works

**APPENDIX-VII** : Financial Data

**APPENDIX-VIII** : Undertaking as per Clause 1.2.1 (vi) of NIT

- iv. Self Attested copies of the PAN. No. under income Tax Act, ESI & PF Registration Certificate, VAT/Sales Tax Registration Certificate as applicable and /or service tax registration certificate whichever 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."

- v. **Bill of Quantities (BOQ)**

9.2 **The prices shall be entered in the Form of Tender and the BOQ enclosed in words as well figures. These prices should include all costs associated with the contract.**

9.3 Documents to be uploaded by the tenderer under technical and financial bids have been described under the respective **Clauses 9.0 of ITT**. This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

9.4 All documents issued for the purposes of tendering, and any Amendments / Corrigendum issued in accordance with **Clause 5.0, 6.0 & 7.0** shall be deemed as incorporated in the Tender.

#### **10.0 TENDER PRICES**

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

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

#### **11.0 CURRENCIES OF THE TENDER**

11.1 Tender prices shall be quoted in Indian Rupees only.

#### **12.0 TENDER VALIDITY**

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

12.2 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 <https://eprocure.gov.in/eprocure/app> 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.

#### **13.0 TENDER SECURITY**

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

13.2 The tender security will be in the form of a Demand draft in the name of Delhi Metro Rail Corporation Ltd.

13.3 The "Original" of this tender security is to be submitted in the O/o AGM/TR as per **clause 9.1 of ITT** as per the date & time mentioned in the NIT. If Tender Security is not submitted by any tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their technical bid shall not be opened and if opened then it will not be evaluated.

- 13.4 The tender securities of unsuccessful tenderers shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.
- 13.5 The tender security of the successful tenderer shall be returned upon the execution of the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in this Tender Document.
- 13.6 **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.
  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 27.0 of ITT.**
    - c. Commence the work as per Terms and Conditions of Tender after issuance of LOA.
- 13.7 **No interest will be payable by the Employer on the tender security amount cited above.**
- 14.0 FORMAT AND SIGNING OF TENDERS**
- 14.1 If the tender is submitted / uploaded by a proprietary firm, all the documents uploaded on website <https://eprocure.gov.in/eprocure/app>, shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 14.2 If the tender is submitted / uploaded by a limited company or a limited corporation, all the documents uploaded on website <https://eprocure.gov.in/eprocure/app>, 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.
- 14.3 If the tender is submitted / uploaded by a partnership, consortium or a joint venture, all the documents uploaded on website <https://eprocure.gov.in/eprocure/app>, shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Copies of relevant powers of attorney shall be attached.
- 14.4 The documents required to be submitted by the Tenderer will be as described under **Clause 9.0** herein.
- 14.5 Entries to be filled online wherever applicable or else upload the document typed or written in indelible ink. In the 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 documents should be initialed at the bottom by the person submitting the tender along with the date of initialing. All pages of the tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.
- 14.6 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.
- 14.7 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

## **SUBMISSION OF TENDERS**

### **15.0 UPLOADING OF TENDER / DOCUMENTS**

- 15.1 The Tenderer shall follow the procedure as indicated below:
- 15.1.1 Each tender will be submitted / uploaded in one set which shall contain documents as detailed in **Appendix - I.**
- 15.1.2 The contents of Tender shall be as detailed under **Clauses 9.0** hereon.
- 15.2 No responsibility will be accepted by the Employer/Engineer for the error in uploading of documents etc.

### **16.0 SUBMISSION OF TENDER COST AND TENDER SECURITY**

- 16.1 Tender Cost and Tender Security in the form of a 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, in original, should be submitted at the following address:

**Additional General Manager/Traction/DMRC, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001** on date and time as mentioned in NIT.

- 16.2 Tender cost and tender security shall be submitted in person to the designated office of DMRC. The Engineer/Employer cannot take any cognizance and shall not be responsible for delay in transit.
- 16.3 'Tender Cost' and 'Tender Security' sent through any other means of transmission, which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall liable to be rejected.
- 16.4 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 the dead line for submission.

#### **17.0 LATE SUBMISSION / UPLOADING OF TENDER**

- 17.1 Tenders have to be submitted their tender online on e-tendering website <https://eprocure.gov.in/eprocure/app>. It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted on e-tendering website of DMRC before the deadline of submission prescribed in NIT.
- 17.2 Submission of Tenders shall be closed on e-tendering website of DMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- 17.3 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website <https://eprocure.gov.in/eprocure/app> before the deadline of submission. DMRC will not be responsible for non receipt of tender documents due to any delay and/or loss etc.
- 17.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 17.5 Any requisite document, tender cost, tender security etc. received in the designated office of DMRC after the deadline prescribed will be returned to the tendered and bid of tenderer shall summarily be considered as cancelled / rejected.

#### **18.0 Modification, Substitution and Withdrawal of Tenders**

- 18.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- 18.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- 18.3 The Tender submitted online will be taken as a final bid.
- 18.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

#### **TENDER OPENING AND EVALUATION**

##### **19.0 TENDER OPENING**

- 19.1 The Employer or his authorized representative will open the Tender on date and time as mentioned in of NIT in the office of **Additional General Manager/Traction/DMRC, 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.
- 19.2 **The following sequence of activities 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 <https://eprocure.gov.in/eprocure/app> after opening of technical bid.

- b) Corrigendum / Addendum issued by DMRC through website <https://eprocure.gov.in/eprocure/app> as per NIT shall be part of tender.
- c) Clarification if any, may be sought by the tenderer through website <https://eprocure.gov.in/eprocure/app>. Reply by DMRC is not mandatory. In case of any clarification sought by the tenderer is not relevant, it may not be replied.
- d) Before schedule of opening of technical bid, tenderer shall submit the tender cost and tender security, in original, as per NIT. The tenderer fails to submit the same within stipulated scheduled time deemed to be rejected.
- e) Tenderers for which an acceptable notice of withdrawal of tender has been submitted pursuant to **clause 18.0 above** shall not be opened.
- f) 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 **Additional General Manager/Traction/DMRC, 2nd Floor, Metro Bhawan, Fire brigade Lane, Barakhamba Road, New Delhi 110001**. Tender (Technical & Financial Bids) of those tenderers who have neither submitted 'Tender Security' and 'Cost of Tender Documents' nor submitted valid 'Tender Security' and 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.
- g) On opening of the Technical bid, DMRC will first check and verify the details of tender cost and tender security filled online by tenderer with the original Demand Draft / Bank Guarantee submitted. If any discrepancy found, the same shall be recorded and discussed further in TC.
- h) The Technical bid of all tenderers who have submitted a valid tender cost and tender security shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in NIT in the office of **Additional General Manager/Traction/DMRC, 2nd Floor, Metro Bhawan, Fire brigade Lane, Barakhamba Road, New Delhi 110001**. Tenderers may visit the website <https://eprocure.gov.in/eprocure/app> to know the latest technical opening information after opening process.
- i) The tenderers name, details of the 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.
- j) 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 <https://eprocure.gov.in/eprocure/app>.
- k) Physical verification of all / any document may be done by DMRC. Tenderer shall bring the documents as and when asked by DMRC.
- l) The Financial Bid which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical bid. Financial bid of only those tenderers whose technical bid is found substantially responsive and technically compliant as per the tender requirement will be opened. The date & time of opening of financial bid shall be informed through website. Tenderer can visit to DMRC e-tendering website <https://eprocure.gov.in/eprocure/app> for further information.
- m) The price bid of all eligible tenderers shall be opened online at schedule date and time of opening of price bid as mentioned above.

## **20.0 PROCESS TO BE CONFIDENTIAL**

- 20.1 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.
- 20.2 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 tenderer tender.

## 21.0 DETERMINATION OF RESPONSIVENESS

- 21.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.
- 21.2 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.
- 21.3 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity. However minor clarifications if required may be asked from the Tenderer.
- 21.4 The decision of the Engineer/Employer as to which of the tenders are not substantially responsive or have impractical / methods or Program for execution shall be final.

## 22.0 EVALUATION OF TENDER

- 22.1 **General Evaluation:** First of all it will be determined whether each tender is accompanied with the valid tender cost & tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender cost & tender security shall be rejected and may not be evaluated further.
- 22.2 **Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer quality the minimum eligibility criteria of "work experience", "Financial standing" as laid down in **Clause 1.2.2 of NIT**. Tenderers, which do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation and shall be rejected.
- 22.3 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. The evaluation shall be based on the documents submitted as per **clause 9.0 of ITT**. Tenderer(s) may be asked to make a presentation of their proposal to DMRC team for evaluation.
- 22.4 The Employer will carry out technical evaluation of submitted technical proposals/ mandatory documents as per eligibility criteria 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.
- 22.5 Technically acceptable tenders will be eligible for consideration of their financial proposals.
- 22.6 If any tender is rejected, the Financial Bid of such tenderer shall be unopened.
- 22.7 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 23.0***
  - 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.*
- 22.8 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.
- 22.9 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.
- 22.10 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

## 23.0 CORRECTION OF ERRORS



- 23.1 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.*
- 23.2 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**

##### **24.0 AWARD CRITERIA**

- 24.1 DMRC is not bound to award the Contract to the tenderer and reserves its rights without incurring any liability to any tenderer. DMRC will not provide reasons for acceptance or rejection of any offer or part thereof.
- 24.2 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.
- 24.3 DMRC will issue a Letter of Acceptance to successful tenderer after negotiations, if required, and the approval of the competent authority obtained. The issue of the Letter of Acceptance shall constitute the formation of the Contract.

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

- 25.1 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.

##### **26.0 NOTIFICATION OF AWARD**

- 26.1 Prior to the expiry of the period of tender validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful tenderer through <https://eprocure.gov.in/eprocure/app>, 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.
- 26.2 The Letter of Acceptance will constitute a part of the contract.
- 26.3 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.

##### **27.0 SIGNING OF AGREEMENT**

- 27.1 The Employer shall prepare the Agreement in the **Proforma (Form C)** 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.

##### **28.0 PERFORMANCE SECURITY**

- 28.1 The performance Security required in accordance with **Clause 4.2 of the GCC** shall be for **10% of the Contract Price** from the Schedule Commercial Bank (including Scheduled Commercial Foreign Banks) in India (**as per Annexure-D**) in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer **within 30 (thirty) days** of receipt of the Letter of Acceptance.
- 28.2 The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- a) Bank draft in favour of "**Delhi Metro Rail Corporation Ltd.**", payable at "**New Delhi**" from a Scheduled Commercial Bank based in India, or
- b) Fixed Deposit Receipt of a scheduled commercial Bank/Post Offices based in India duly pledged in favour of "**Delhi Metro Rail Corporation Ltd.**", or
- c) Irrevocable Bank Guarantee in the prescribed format, given as **FORM-B** of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of Scheduled Foreign Bank (**as per Annexure-D**). The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) Platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's Bank are as under:

**ICICI BANK LTD.**  
**9A, Phelps Building,**  
**Connaught Place, New Delhi – 110001**  
**IFSC Code – ICIC0000007**

The Bank Guarantee issued on the SFMS platform shall only be acceptable to the Employer.

The Performance Guarantee should be valid for a period of 6 (six) months beyond the Defect Liability Period.

- 28.3 The Tenderer has to furnish other Guarantees, Undertakings and Warranties in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
  - 28.4 Failure of successful Tenderer to furnish the required Performance Security shall be a ground for annulment of the award and forfeiture of the Tender Security.
- 29.0 Cancellation of Letter of Acceptance (LOA) and Form of Tender.**
- 29.1 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.

**INDEX ON**  
**PROFORMA OF FORMS**

- 1. APPENDIX - I**  
Check list of documents to be uploaded / submitted by the tenderer
- 2. APPENDIX - II**  
Declaration as per Clause 1.2.1 (v) of NIT
- 3. APPENDIX - III**  
Proforma for Statement of Deviations
- 4. APPENDIX - IV**  
General Information about the Tenderer
- 5. APPENDIX - V**  
Experience Records
- 6. APPENDIX - VI**  
Details of Personnel and Resources for the Works
- 7. APPENDIX - VII**  
Financial Data
- 8. APPENDIX – VIII (applicable for all members in case of JV / Consortium)**  
Undertaking as per Clause 1.2.1 (vi) of NIT
- 9. PROFORMA OF FORMS – GENERAL**  
(Items (ii & iii) applicable only for successful tenderers)
 

	FORM
i. Form of Tender with Appendixes	A
ii. Form of Performance Security (Guarantee) by Bank	B
iii. Form of Agreement	C

**APPENDIX-I**

PAGE 1 OF 1

**Check list of documents to be uploaded / submitted by the Tenderer**

COMPILED FROM THE PROVISIONS IN THIS VOLUME

<b>S. No.</b>	<b>Document</b>
	<b>TENDER COMPRISING OF:</b>
1.	Tender Cost and Tender Security
2.	Form of Tender (with all appendixes) APPENDIX-I : Check list of documents to be uploaded / submitted by the tenderer APPENDIX-II : Declaration as per Clause 1.2.1 (v) of NIT APPENDIX-III : Proforma for Statement of Deviations APPENDIX-IV : General Information about the Tenderer APPENDIX-V : Experience Records APPENDIX-VI : Details of Personnel and Resources for the Works APPENDIX-VII : Financial Data APPENDIX-VII : Undertaking as per Clause 1.2.1 (vi) of NIT
3.	Power of attorney for individuals signing on behalf of Company/Firm Or Power of attorney in favour of the leading member of Joint Venture / Consortium.
4.	Documents Required for evaluation of Tender
5.	Work Experiences
6.	Audited Financial Document
7.	Documents to certify the positive net worth
8.	Self attested copies of the following documents: i. Pan No. as per Income Tax Act. ii. Sales Tax Registration Certificate / VAT Registration Certificate iii. Service Tax Registration Certificate iv. PF Registration No./ Exemption undertaking v. ESI Registration No. / Exemption undertaking
9.	Bill of Quantities ( <b>BOQ</b> )

**(Declaration as per clause 1.2.1 (v) of NIT)**

Contract No. : .....

We do hereby undertake that none of the Central / State Government Department / Public Sector Undertaking / Other Government Entity or Local Body has banned business with us as on the date of tender submission. Also none of the work has been rescinded / terminated by DMRC / Central or State Govt. Department / Public Sector Undertaking / Other Government entity or local body after award of contract to us during last 5 years due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY



**Note:**

1. In case of JV / Consortium, the undertaking shall be submitted by each member of the JV / Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV / Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

**APPENDIX-III**

PAGE 1 OF 1

**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.**

**APPENDIX-IV**

PAGE 1 OF 1

**GENERAL INFORMATION ABOUT THE TENDERER**

<b>A. TENDERER INFORMATION SHEET</b>		
<i>Tenderer's Legal Name</i>		
<i>Legal status of the Tenderer</i>	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
<i>In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))</i>	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
<i>Lead member of JV/Consortium</i>		
<i>Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication</i>		
<i>Tenderer's authorized signatory (name, designation, address, contact no.)</i>		
<i>Tenderer's authorized representative (name, designation, address, contact no.)</i>		
<p><b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</b></p> <ul style="list-style-type: none"> <li><b>a)</b> Affidavit in case of Proprietary firm.</li> <li><b>b)</b> Partnership Deed in case of partnership firm.</li> <li><b>c)</b> Memorandum &amp; Article of Association in case of a Public/Private limited company.</li> <li><b>d)</b> In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</li> <li><b>e)</b> Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.</li> </ul> <p><b>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with DMRC related to the tender.</b></p>		

**APPENDIX-V**

PAGE 1 OF 1

**EXPERIENCE RECORD**

1. Details of experience in similar work etc.

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.



**APPENDIX-VI**

PAGE 1 OF 1

**DETAILS OF PERSONNEL AND RESOURCES FOR THE WORKS****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**

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

**APPENDIX-VII**

PAGE 1 OF 2

**FINANCIAL DATA****Total value of Similar Work done during the period 2013-2014 to 2015-2016.**

S.No.	Description	Year 2013-2014	Year 2014-2015	Year 2015-2016
(1)	(2)	(3)	(4)	(5)
1.	Total value of work done			

**APPENDIX-VII**

**FINANCIAL DATA**

**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.**

**APPENDIX-VIII****(Undertaking as per Clause 1.2.1 (vi) of NIT)**

(to be submitted by each member of the JV / Consortium Separately)

We do hereby undertake that following is the list of all the ongoing Electrical/Traction works (as on the last day of the previous month of tender submission) and works completed within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.

Applicant's legal name: .....

Date: .....

Group Member's legal name: .....

Page ..... of .....Pages

S. No.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including members in case of JV/Consortium	Overall Performance w.r.t. contract provisions.
1.				Satisfactory / unsatisfactory
2.				Satisfactory / unsatisfactory
Add required number of rows				

## NOTE:

- If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium has reported four or less number of works in the APPENDIX-III then there should not be any unsatisfactory performance in any of works of tenderer or any of the constituent 'substantial member(s)' of JV/Consortium. Otherwise, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process.
- In other cases, if the Overall Performance of tenderer or any member of the constituent 'substantial member(s)' in case of JV/Consortium, is more than 20% of the works reported in the **APPENDIX-V** (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms **clause 1.2.1 (v) of NIT**.
- If there are any adverse remarks in the client's completion / performance certificate, the same shall be examined during technical evaluation.
- If there is any misrepresentation of facts with regards to performance in any of the works reported in the **APPENDIX-V**, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process.

Stamp &amp; Signature of Authorised Signatory

## Example:

Works reported in the APPENDIX-III	1-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	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: "Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd."**

To,  
**Additional General Manager/ Traction,  
Delhi Metro Rail Corporation,  
2<sup>nd</sup> Floor, Metro Bhawan,  
Fire Brigade Lane,  
Barakhamba Road, New Delhi-110001**

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the amount indicated in BOQ.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within **10 days** of issue of the LOA to commence and to complete the whole of the Works comprised in the Contract within **1 year** 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 15.0 of the General Conditions** of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown **Clause 8.5 of the General Conditions** of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of **180 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..... 2016

Signature .....

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

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

Note:

If the Tenderer comprises a partnership, joint venture or consortium:

- (a) The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium).
- (b) The liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) An authorised representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.

**APPENDIX TO THE FORM OF TENDER**

- APPENDIX-I** : Check list of documents to be uploaded / submitted by the tenderer
- APPENDIX-II** : Declaration as per **Clause 1.2.1 (v) of NIT**
- APPENDIX-III** : Proforma for Statement of Deviations
- APPENDIX-IV** : General Information about the Tenderer
- APPENDIX-V** : Experience Records
- APPENDIX-VI** : Details of Personnel and Resources for the Works
- APPENDIX-VII** : Financial Data
- APPENDIX-VII** : Undertaking as per **Clause 1.2.1 (vi) of NIT**

Signature of  
authorized  
signatory on behalf  
of Tenderer

Date .....

Name .....

Place .....

Address .....

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

1. This deed of Guarantee made this day of \_\_\_\_\_ 2016 between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the Contract for -----  
----- of Rail Corridor of Delhi MRTS Project (hereinafter called "the contract") to M/s (Name of the Contractor) (hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of **30 Months (12+12+6)** from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **18 months (12+6) 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) 2016 being herewith duly authorized.

For and on behalf of

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

Signature of authorized Bank official

Name : .....

Designation : .....

I.D. No. : .....

Stamp/Seal of the Bank : .....

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

Witness 1.

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

Witness 2.

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

**FORM OF AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 Between **Delhi Metro Rail Corporation Limited, Additional General Manager / Traction, 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 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

## 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 as per BOQ indicating VAT & Service Tax separately.
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. **Safety of Personnel:** The Contractor will take full responsibility for the Safety of his Staff, Materials etc.
5. **Quantity Variation Clause:** The quantity of work to be executed is as per attached bill of quantity. However Quantity may vary by +/- 25 % on the sole discretion of DMRC.
6. 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.
7. 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.
8. **Penalty:** If any of the work is not completed properly or found of poor quality penalty shall be imposed upto 10% of the total cost of the contract.
9. **Defect Liability Period:** Warranty Period shall be for **12 months** from the date of completion of all work carried out by the contractor.
10. The successful Tenderer shall furnish the performance security as per the **clause no. 28.0 of ITT** of Tender. **If the tenderer fails to submit the Performance Security within stipulated time 10% of contract value will be deducted from the first running bill.**
11. The contractor shall on request of Engineer-in-charge forthwith remove from the works any person employed thereon by him who in the opinion of Engineer-in-charge may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Engineer-in-charge.
12. 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.
13. The work is to be carried out as per the recommendation of manufacturers.
14. The work is to be carried out under the guidance / supervision of DMRC only. Power Block / Permit to Work shall be arranged by DMRC on advance request by the contractor.
15. Contractor shall deploy multiple teams to work at different sites as per the availability of power block/permit to work.
16. Contractor is advised to familiarize himself with the site and nature of work involved before quoting rates.
17. Work under power block can be stopped in emergency at any time during exigencies for which nothing shall be paid extra.
18. The DMRC may make minor alterations/additions/substitutions in the specifications/ 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. No extra payment shall be payable on this account.
19. Complete time schedule shall be given by the contractor in advance to concerned engineer-in-charge. However availability of site shall be informed by engineer-in-charge.

## Other Terms and Conditions

1. Only authorized staff of Contractor having proper Photo Identity Card issued by the Contractor and with Permission granted by DMRC, shall be permitted to work **"Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd."**
2. The contractor will have to submit the list of the Authorized staff along with a set of the Photo Identity Cards to whom permission will be required to be issued by DMRC.
3. 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.
4. 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 **(Refer Annexure-A)**.
5. 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.
6. Labour - No labour shall be provided by DMRC.
7. Transport: No separate charges will be paid for transport.
8. The manpower can also be deployed during OFF days/ holidays / night hours as per site requirements for which nothing shall be paid extra.
9. The DMRC' General Conditions of Contract with all amendments will be applicable. Contractors may see GCC in O/o AGM/TR, if required.
10. The successful tenderer has to provide the following information required for e-payment.
  - a. Details of organization in the format enclosed **(Annexure-B)** herewith duly verified along with attestation of concerned bank.
  - b. A copy of cancelled cheque issued by the bank.
  - c. Duly filled Vendor Master Data Creation / Change Request Form **(Annexure-C)**

Annexure - A

CERTIFICATE BY CONTRACTOR

1. In compliance to the provision of the minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us, I/We hereby declare that the labour engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, Cooperation is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour / labours.
2. Certified that EPF. Payment of wages act, 1948, workmen compensation Act, 1923 Contraction Labour Act, 1938, Factories Act, 1948 have been fully complied with by me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.

Signature and seal of contractor

Annexure - B

**i. Contract /LOA / Agreement No.:**

**ii. Beneficiary Name:**

**iii. Beneficiary Address:**

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

**iv. Bank Details:**

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

Stamp & Signature of Authorized Signatory

## Annexure-C

<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	

\* Bank Details except Bank Key is required to be verified by the Bank on its letter head duly signed and stamped. (Certificate to be enclosed along with the request)

# Attached documentary proof (Copy of LOA, PAN Card Copy etc.)

% To be filled in by concerned finance office.

All data to be filled in **CAPITAL Letters** only.

Official Initiating Request; (Dy. HOD of Executive Department)	Official approving Request (Dy. HOD of Concerned Finance)
Signature	Signature
Name	Name
Designation	Designation
Mobile Number	Mobile Number
For Use in Corporate Finance Office	
Vendor Number Generated in SAP (In case of New Vendors only)	
Date Creation / Edit	
Task Performed By	
Signature	
Name	
Designation	



**ANNEXURE-D****The following are the Scheduled Banks in India (Public Sector)**

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore
9. Andhara Bank
10. Allahabad Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian Overseas Bank
19. Indian Bank
20. Oriental Bank of Commerce
21. Punjab National Bank
22. Punjab and Sind Bank
23. Syndicate Bank
24. Union Bank of India
25. United Bank of India
26. UCO Bank
27. Vijaya Bank

**The following are the Scheduled Banks in India (Pvt. Sector)**

1. Vysya Bank Ltd.
2. Axis Bank Ltd.
3. Indusind Bank Ltd.
4. ICICI Banking Corporation Bank Ltd.
5. Global trust Bank Ltd.
6. HDFC Bank Ltd.
7. Centurion Bank Ltd.
8. Bank of Punjab Ltd.
9. IDBI Bank Ltd.

**The following are the Scheduled Foreign Banks in India**

1. American Express Bank Ltd.
2. ANZ Gridlays Bank Plc.
3. Bank of America NT & SA
4. Bank of Tokyo Ltd.
5. BanqucNationale de Paris
6. Barclays Bank Plc
7. Citi Bank N.C.
8. Deutsche Bank A.G
9. HSBC
10. Standard Chartered Bank
11. The Chase Manhattan Bank Ltd.

### Content of Bill of Quantities

**Name of Work:** "Supply and Installation of Platform Ladder with wide steps for 25 kV VCB (BM) Maintenance in different lines of Delhi Metro Rail Corporation Ltd."

S. No.	Description of Material	Quantity (in Nos.)
A.	Supply Part	
1.	<p>Supply of self supported ladder of following dimensions as specified.            Ladder made up of 32mm diameter GI pipe of thickness 3mm Having Outer dimensions 2850mmx850mmx500mm, four fixed legs having steps size 400mm. Platform size 850 mm x 500mm guarded from 3 sides with railing height of 700mm. Base of platform made up of 40mmx40mmx5mm GI angle fixed with Aluminum chequered sheet of thickness 6mm. Square size ladder is supported at suitable height.            A Gate of size on Ladder with locking arrangement to block the access when it is not required. A 25000 Volts caution board of size 250mmx150mm to be fixed on gate with nut bolts.            GI plate of size 150mmx150mmx6mm at bottom of four legs with hole suitable for M16 bolt. As per drawing and specifications.</p>	94
B.	Installation Part	
2.	<p>Erection and fixing of GI ladder by providing 4nos suitable heavy duty fasteners on each leg of ladder at parapet by drilling process filling concrete/GP2 composed as per site conditions.</p>	94

**The rates should be quoted by the Contractors in the separate BOQ sheet uploaded on website <https://eprocure.gov.in/eprocure/app>**