



**DELHI METRO RAIL CORPORATION LTD.**

# INSTRUCTIONS TO TENDERERS

**INSTRUCTIONS TO TENDERERS**

**INSTRUCTION TO TENDERERS**

<b>Clause</b>	<b>Description</b>	<b>Page</b>
	GENERAL	
1.0	Introduction -----	4
2.0	Post qualification requirements-----	5
3.0	Cost of Tendering -----	6
4.0	Site Visit -----	6
	<b>TENDER DOCUMENTS</b>	
5.0	Contents of Tender Documents -----	7
6.0	Amendment to Tender Documents -----	7
	<b>PREPARATION OF TENDERS</b>	
7.0	Language of Tender -----	7
8.0	Documents Comprising the Tender -----	7
9.0	Tender Prices -----	10
10.0	Currencies of the Tender -----	10
11.0	Tender Validity -----	10
12.0	Tender Security -----	11
13.0	Format and Signing of Tenders -----	12
	<b>SUBMISSION OF TENDERS</b>	
14.0	Uploading of tender document -----	13
15.0	Submission of Tender cost & tender security-----	13
16.0	Late Tenders -----	14
	<b>TENDER OPENING AND EVALUATION</b>	
17.0	Tender Opening-----	14
18.0	Process to be Confidential-----	15

**INSTRUCTIONS TO TENDERERS**

19.0	Clarification of Tenders-----	16
20.0	Determination of Responsiveness-----	16
21.0	Evaluation of Tenders-----	16
22.0	Correction of Errors-----	17
<b>AWARD OF CONTRACT</b>		
23.0	Award Criteria-----	17
24.0	Employer's Right to Accept Any Tender and to Reject Any or All Tenders-----	17
25.0	Notification of Award-----	18
26.0	Signing of Agreement-----	18
27.0	Cancellation of LOA & Form of tender	18
28.0	Performance Security	18
	<b>Appendix 1-----</b>	<b>26</b>
	Index on Proforma of Forms	28
	Form of Tender with Appendix	29
	Proforma of Statement of Deviations	34
	Form of Agreement	37
	Bill of Quantity	39
	General Information	40
	Experience Record	41
	Detail of Personnel	42
	Resource proposed for the work- Instruments& equipments	43
	Financial Data	44
	Guideline for contractor staff	48

**INSTRUCTIONS TO TENDERERS**

Rate contract for "Video Recording of Current Collection Test between metro train pantograph and 25 kv OHE contact wire on all Lines of DMRC"

**INSTRUCTIONS TO TENDERERS**

**GENERAL**

**1.0 INTRODUCTION**

- 1.1 Open e-tender are invited in two packet system from the experienced contractors for the Contract "**Rate contract for Video Recording of Current Collection Test between metro train pantograph and 25 kv OHE contact wire on all Lines of Delhi Metro Rail Corporation Limited**"; Delhi hereinafter called the 'Employer', for works in accordance with this Tender Package. The tender papers consist of the following documents, along with their annexes, appendices, addenda and errata if any.

**VOLUME – I**

**(A) TECHNICAL BID**

- (i) Notice Inviting Tender (NIT)
- (ii) Instructions To Tenderers (ITT)
- (iii) Special Conditions of Contract (SCC)
- (iv) Scope of Work
- (v) General Conditions of Contract with Correction Slips (GCC)

**VOLUME – II**

**(B) PRICE BID**

- i) Form of Tender with annexure
- ii) Bill of Quantities
- iii) Form of Deviations with Price Adjustment

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

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

**Dy. General Manager / RS, Workshop (WM) building Yamuna Bank Train Depot, DMRC, Delhi 110092.**

- 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 (Clause 12.0) : **Rs. 21901/-**
- b. Last date for issuing amendment, if any : **13/02/2017**
- c. Last date & time of Submission of Tender online: **20.02.2017 (up to 11.00 hrs)**

**Late or delayed tenders will not be accepted under any circumstances.**

- d. Date of opening of Tender (Technical package) online (Clause 17.0 of ITT): **21.02.2017 at 11:00 hrs.**

**INSTRUCTIONS TO TENDERERS**

- e. Period for which the tender is to be kept valid (Clause 11.0): 120 days from the last date of submission of Tender.
- f. Contract Period: The contract period for execution of above mentioned works is for 03 years from the date of commencement of work. Work shall be commenced within 07 days from the date of issue of Letter of Acceptance (LOA) or as per instruction of Engineer in-charge.

**2.0 POST QUALIFICATION REQUIREMENTS**

- 2.1 This invitation is for open eligible e-tenderers who fulfill the eligibility criteria requirement as per Clause no.1.2 of NIT.
- 2.2 Each tenderer shall submit only one tender either himself or as a 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.

All tenders submitted shall include the following information:

- 2.3 General information on the Tender shall be furnished in **Form T-I**. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or if a joint venture including consortium, of each party thereto constituting tender will also be required to be furnished. All the group members in a joint venture will be jointly responsible for the performance under the contract.
- 2.4 In the case of tender by a joint venture of two or more firms or companies as partners or as members of consortium as the case may be, joint venture data must be furnished in the format prescribed (**Form T-I**) along with the documents as mentioned therein. The following requirements shall also be complied with:
  - a. 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.
  - b. In case of partnership, one of the partners shall be nominated as being in charge as lead or prime partner and this authorization shall be evidenced by submitting a power of attorney signed by the partner or legally authorized signatories of all the partners. In case of consortium, it will similarly authorize a person to be in-charge and this authorization shall be evidenced by a power of attorney in favour of that person.
  - c. The partner in-charge or the person in-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner in-charge of joint venture and person in-charge of a consortium.
  - d. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of tender and the form of agreement (in case of a successful tender).

**INSTRUCTIONS TO TENDERERS**

- e. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the contract, the partner/person in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of that part of the contract.
  - f. A copy of the agreement entered into by the joint venture/consortium partners shall be submitted with the tender.
- 2.5 In case the Tenderer is an Association, consortium or joint venture, the tenderer shall provide the following:  
The memorandum of understanding / joint venture agreement duly notarized indicating:
- a) Nomination of one of the members of the association, consortium or joint venture to be in-charge or lead member. This authorization shall be issued by the legally authorised signatories of all members of the association, consortium or joint venture.
  - b) Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
  - c) Each member of the association, consortium or joint venture shall be jointly and severally liable for the under taking of this contract.
- 2.6 The tenderer to qualify for award of contract shall submit a written power of attorney authorizing the signatory of the tender to commit the tenderer or each member of the partnership, consortium or joint venture. Sub contracting of whole work or any part of work shall not be permitted in the contract.
- 2.7 Each page of tender shall be signed by the authorized signatory of the tenderer before uploading on the website <http://eprocure.gov.in/eprocure/app> Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 13.0 of ITT.
- 2.8 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract, shall be communicated forthwith in writing by the tenderer to the Engineer-In-Charge and the Employer.
- 3.0 COST OF TENDERING**
- 3.1 The agency 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, regardless of the conduct or outcome of the tendering process.
- 4.0 SITE VISIT**
- 4.1 Any site information / schedule of works given in this tender document are for guidance only. 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

**INSTRUCTIONS TO TENDERERS**

- 4.2 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.
- 4.3 The tenderer or his representative may survey the working condition of the Depots before submitting the tender after which no change in the rates will be acceptable.

**TENDER DOCUMENTS**

**5.0 CONTENTS OF TENDER DOCUMENTS**

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

**6.0 AMENDMENT TO TENDER DOCUMENTS**

- 6.1 At any time prior to the deadline for the submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.
- 6.2 The said amendment in the form of an **addendum** will be sent to all prospective tenderers who have received the tender documents, on or prior to last date mentioned in Clause 1.3 of ITT. This communication will be only through uploading the corrigendum/addendum on website <http://eprocure.gov.in/eprocure/app> and the same shall be binding upon them.
- 6.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 15.0.

**PREPARATION OF TENDERS**

**7.0 LANGUAGE OF TENDER**

- 7.1 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer/Engineer shall be in the English language.

**8.0 DOCUMENTS COMPRISING THE TENDER**

**8.1 TENDER COST AND TENDER SECURITY**

- 8.1.1 The Tenderer shall submit the tender cost and tender security in sealed envelopes addressed Depot-in-Charge duly superscripted with name of work, time & date for submission and time & date for opening. The envelope should also bear the name and address of the tenderer.

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

**INSTRUCTIONS TO TENDERERS**

**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/Bank Guarantee for Tender Security in original **as detailed in Clause 12.0** of ITT, superscripted with Name of work & "Tender Security". At lower portion Name and address of tenderer shall be mentioned.

**The same should be submitted, in original, as the date mentioned in NIT clause 1.1.2.20 in the office of Dy. General Manager/Rolling Stock, Yamuna Bank Train Depot, DMRC Ltd., Delhi -110092**

**NOTE:** The bidder who fails to submit the tender cost and tender security (in original) within stipulated scheduled deemed to be rejected.

**REQUISITE DOCUMENTS**

**8.1.2.1 "Technical bid "** shall comprising of following forms and documents duly filled in or duly verified by the tenderer to be uploaded as per tender requirement:

- (a) Notarized copy of Power of attorney in favor of the signatory will be required to be furnished as detailed in **Clause 13.0 of ITT**.
- (b) Self attested copy of following documents required to submit by the contractor. In case of joint ventures/consortia, these are to be required to submit by all the partners.
  - (i) PAN card copy under income tax Act.
  - (ii) Service Tax /Sale Tax/VAT registration certificate whichever applicable.
  - (iii) PF registration certificate.
  - (iv) ESI Registration certificate as per ESI Act 1948.
- (c) **Financial Data:** Total value of similar work executed for the last three years along with list of all on-going contracts may be given in the format prescribed (Form T-V).Contractor has to fill the existing commitments detail (Value of balance work yet to be done).
- (d) Following are to be required to submit by the contractor. In case of joint ventures/consortia, these are to be required to submit by all the partners.
  - (i) PAN No. Under income tax Act. PF & ESI registration certificate
  - (ii) Income Tax Return for last three years.
- (e) Tender documents as listed below:
  - i. Notice Inviting Tender
  - ii. Instructions to Tenderers
  - iii. Scope of work,Methodology,Procedure
  - iv. Special Conditions of Contract
  - v. DMRC's General Conditions of Contract



**INSTRUCTIONS TO TENDERERS**

- (f) Form of tender and Appendix thereof **(FORM – ‘A’)**.
- (g) Statement of deviations from tender documents **(FORM – ‘C’)**
- (h) General Information & Joint Venture Data **(FORM – ‘T-I’)**.
- (i) Experience Record during last Seven years and in progress on date may be furnished in the format prescribed **(FORM – ‘T-II’)**.
- (j) Detail of Personnel **(FORM – ‘T-III’)**.
- (k) Resources proposed for the works - Instrument & Equipment **(FORM – ‘T-IV’)**.
- (l) Financial Data **(FORM – ‘T-V’)**.
- (m) Guidelines for Contractor Staff to Work inside Depot **(FORM – ‘G’)**.
  
- (n) Tenderer have to submit the Under taking in the format “Annexure–B” of ITT as per clause 1.2.5 of NIT
- (o) Applicant not having being blacklisted or deregistered by any Govt. or public sector undertaking during last Seven years. They must submit a declaration for the same on non-judicial stamp paper of Rs.100/- duly attested by Notary, in the format Annexure–C of ITT.
- (p) Applicant have not been imposed liquidity damages/penalty/deduction of 10% (or more) of the contract value in any contract due to any reason during last Seven years. They must submit a declaration for the same on non-judicial stamp paper of Rs.100/- duly attested by Notary, in the format Annexure–D of ITT.
- (q) Bank details to be submitted for E-payment on letter head **(in Form T-VI)**. However Bank Details duly verified by bank on his letterhead and a copy of cancelled cheque to be submitted after issue of LOA.

**8.1.2.2 “Price Bid” will comprise the following:**

- (a) Form of tender and Appendix thereof (duly filled, indicating the prices & signed) **(FORM – A)**.
- (b) The price bid should be filled as per original enclosed “**BILL OF QUANTITY**” and should be typed or written in words and figures at appropriate places **(FORM – F)**.
- (c) Duly signed Statement of deviations with price adjustment **(FORM – C)**.

**Note: - Financial bid of only those bidders who are found eligible in technical suitability / eligibility and have submitted requisite tender cost and tender security and fulfilled relevant terms and condition of tender documents shall be opened online at <http://eprocure.gov.in/eprocure/app>**

- 8.2 The prices shall be entered in the Form of Tender and the Bill of Quantity enclosed in words as well as figures. These prices should include all costs associated with the contract.

**INSTRUCTIONS TO TENDERERS**

8.3 Documents to be submitted by the tenderer under technical and financial packages have been described under the respective Clauses 8.1 of ITT. This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

8.4 All documents issued for the purposes of tendering as described in Clause 1.1, and any amendments issued in accordance with Clause 6.0 shall be deemed as incorporated in the Tender.

**9.0 TENDER PRICES**

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

9.2 The rate and Prices quoted by the tenderer, will include all tax liabilities/duties/levies excluding Service Tax. Service Tax will be reimbursed to tenderer at prevailing rates on submission of proof of having deposited the same to concerned statutory authorities during the contract execution period. The price adjustment provision will not be taken into consideration in tender evaluation.

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

9.4 The rate quoted shall be reasonable and not unbalanced. Should the Engineer come across any unbalanced rates, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Engineer still feels the rates to be unbalanced, he may ask the tenderer for additional Performance Security or other safeguards to protect Employer's interest against financial loss. Should the tenderer fail to comply with this; his tender shall be liable to be rejected by the Employer, who may award the Contract to any other tenderer.

9.5 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

9.6 The tenderer shall as far as possible utilise only Indian labour and staff and material as approved by DMRC. Only genuine & original / ISI mark, internationally recommended film shall be used by the contractor.

9.7 TDS & DVAT TDS on monthly invoice of tenderer is deducted while processing monthly bill as per Govt. guidelines.

**10.0 CURRENCIES OF THE TENDER**

10.1 Tender prices shall be quoted in Indian Rupees only.

**11.0 TENDER VALIDITY**

11.1 The tender shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tender.

**INSTRUCTIONS TO TENDERERS**

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

**12.0 TENDER SECURITY**

- 12.1 The tenderer shall furnish, as tender security, an amount as mentioned in Clause 1.3 of ITT.

The tender security will be accepted only in following forms:

- i) Bank draft in favor of Delhi Metro Rail Corporation Ltd payable at New Delhi from a Scheduled Commercial Bank based in India. or

**Or**

- ii) Irrevocable Bank Guarantee in the prescribed format issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank. Bank Guarantee should be in the format **Form-B** provided in this volume of tender documents. In case of any change in the format, the tender security will be treated as invalid and the tender shall be rejected.

In case of joint venture/consortia, Bank Guarantee or FDR of tender security shall be in the name of Joint venture/consortia and not in the name of individual members.

Tender security shall be valid for a period of minimum 60 days beyond the validity period of the tender (i.e.180 days from the last date of tender submission).

- 12.2 The Tender Security shall be endorsed/ pledged in favour of the Employer and shall be submitted in a separate envelope super scribed "Tender security --- (Name of Work as mentioned under clause 1.1.2 of NIT).
- 12.3 Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer / Engineer as non-responsive.
- 12.4 The tender securities of unsuccessful tenderers shall be discharged / returned by the Employer as promptly as possible after unconditional acceptance of LOA by the successful tenderer.
- 12.4 In case of two package system tender security will be released in two stages. Tender security of tenderers who fails in technical evaluation shall be returned after opening of financial package. Tender security of unsuccessful tenderers in financial opening will be returned after unconditional acceptance of LOA by the successful tenderer.
- 12.5 The tender security of the successful tenderer shall be returned upon the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 28.0.

**INSTRUCTIONS TO TENDERERS**

- 12.6 The tender security shall be forfeited:
- a. If a tenderer withdraws his tender during the period of tender validity, or
  - b. If the tenderer does not accept the correction of his tendered price in terms of Clause 22.0 or
  - c. In the case of a successful tenderer, if he fails to:
    - i. Furnish the necessary performance guarantee for performance as per Clause 28.0 and / or
    - ii. Enter into the Contract within the time limit specified in Clause 26.0
    - iii. Commence the work as per Terms and Conditions of Tender after issuance of LOA.
- 12.7 No interest will be payable by the Employer on the tender security amount cited above.

**13.0 FORMAT AND SIGNING OF TENDERS**

- 13.1 All the pages of tender document must be signed by the contractor/firm.
- 13.1 If the tender is submitted/uploaded by a proprietary firm, all the documents uploaded on website <https://eprocure.gov.in/eprocure/app>, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 13.2 If the tender is submitted/uploaded by a firm in partnership, all the documents uploaded on website <https://eprocure.gov.in/eprocure/app>, it shall be signed by a partner holding the Power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.
- 13.3 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>, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
- 13.4 If a tender is submitted/uploaded by a joint venture or consortium of two or more firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the tender as to which one of the firms shall have the responsibility for tendering and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for tendering, completion and due performance of the Contract. Full information and satisfactory evidence pertaining to the participation of each member of the joint venture or consortium in the tender shall be furnished along with the tender. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 2.2 may be referred to in this connection.
- 13.5 The documents required to be submitted by the Tenderer will be as described under Clause 8.0 herein.

**INSTRUCTIONS TO TENDERERS**

- 13.6 Entries to be filled in by the Tenderer shall be typed or written in indelible ink. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page of printed documents should be initialed at the bottom by the person submitting the tender along with the date of initialing.
- 13.7 In case of all documents listed in Clause 8.0 above, the person signing / initialing the documents shall be one who is duly authorised in writing by or for and on behalf of the Tenderer and/or by a Statute Attorney of the Tenderer. Such authority in writing in favour of the person signing the tender and/or notarially certified copy of the Power of Attorney as the case may be shall be enclosed along with the tender.
- 13.8 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments / corrections shall be initialed by the person signing the tender.
- 13.9 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

**SUBMISSION OF TENDERS**

**14.0 UPLOADING OF TENDER DOCUMENTS**

- 14.1 **Each tender will be submitted/uploaded in one set which shall contain documents as detailed in Appendix –I. Tenderer have to submit all the required documents. If not submitted, their Tender will be summarily rejected.**
- 14.2 The contents of Tender Package to be uploaded shall be as detailed under Clauses 8.0 of ITT herein.
- 14.3 **All prices/rates shall be filled in Bill of Quantities in Excel sheet then uploaded as attached.**
- 14.4 No application will be accepted by the Employer/ Engineer-In-Charge for the error in uploading of document.
- 14.5 The Employer/ Engineer-In-Charge may, at his discretion, extend the date for the submission of tender by amending the Tender Documents in accordance with Clause 6.0 of ITT, in which case all rights and obligations of the Employer and the tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended.

**15.0 SUBMISSION OF TENDER COST AND TENDER SECURITY**

- 15.1 Tender submissions will be made online on date and time as mentioned in sub clause 1.3(C) of ITT after uploading the mandatory scanned documents towards cost of tender documents such as Demand Draft or Banker's Cheque and towards Tender Security such as Bank Guarantee or Demand Draft from a Scheduled commercial bank based in India and other documents as stated in the tender document.

Tender cost in the form of a Demand draft/ Banker's cheque and Tender security in the form of a Demand draft/Bank Guarantee drawn on a scheduled Commercial

**INSTRUCTIONS TO TENDERERS**

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:

**Office of Dy. General Manager/Rolling Stock, Yamuna Bank Train Depot, DMRC Ltd., Delhi-110092**

- 15.2 **Tender cost and Tender security shall be submitted in person to the Office of Depot-In-Charge.** The Engineer-In-Charge /Employer cannot take any cognizance and shall not be responsible for delay in transit.
- 15.3 **Tender cost and Tender security** sent telegraphically or through other means of transmission (telefax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.
- 16.0 LATE TENDER COST AND TENDER SECURITY**
- 16.1 Tender Cost and Tender Security received in the office of Depot-In-Charge after the deadline prescribed for submission of tenders in Clause 15.1 of ITT herein will be returned unopened to the tenderer and bid of tenderer shall summarily be considered as rejected.

**TENDER OPENING AND EVALUATION**

**17.0 TENDER OPENING**

- 17.1 The Employer or his authorized representative will open the Tender package **online** on date and time as mentioned in sub clause 1.3 (d) of ITT at **6<sup>th</sup> floor, Metro Bhawan, 13, Barakhamba Road New Delhi-110001**. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Tender at the same time. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 17.2 The following procedure shall be adopted for opening of Tender:
- Notification (NIT) issued by DMRC for date of opening of technical bid. Date of opening of price bid shall be informed through website <http://eprocure.gov.in/eprocure/app> after opening of technical bid.
  - Corrigendum / Addendum issued by DMRC through website <http://eprocure.gov.in/eprocure/app> as per NIT shall be part of tender.
  - Clarification if any, may be sought by the tenderer through website <http://eprocure.gov.in/eprocure/app> In case of any clarification sought by the tenderer is not relevant, it may not be replied.
  - Tenderer shall submit the tender cost and tender security, in original, within stipulated time as per NIT. If tenderer fails to submit the same within stipulated scheduled time deemed to be rejected.
  - Envelopes containing 'Tender Security' and 'Cost of Tender Documents' will be opened **on date and time as mentioned in NIT, at 6<sup>th</sup> floor, Metro Bhawan, 13,**

**INSTRUCTIONS TO TENDERERS**

- Barakhamba Road New Delhi-110001.** Tender of those tenderers who have not submitted valid 'Tender Security' and 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.
- f. On opening of the Tender, DMRC will first verify the details of tender cost and tender security filled online by tenderer with the original Demand Draft /Bank Guarantee submitted. If any discrepancy found, the tender shall be summarily be considered as cancelled / rejected and no further evaluation or correspondence will be done in this regard.
  - g. The Technical bid of all tenderers who have submitted a valid tender cost and tender security shall be opened. Tenderers may visit the website <http://eprocure.gov.in/eprocure/app> to know the latest information regarding opening of tender etc. Tenderers can also see the technical sheets (check-list) of other tenderers after completion of opening process by logging on the website. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
  - h. After ensuring that the documents submitted by the tenderer are found relevant and in order as per the tender, date and time of opening of price bid along with the name of eligible tenderers shall be informed through website <http://eprocure.gov.in/eprocure/app>
  - i. In case documents of any tenderer is not in order or relevant or not meet the tender requirements, the tenderer may be informed through website <http://eprocure.gov.in/eprocure/app> for change/re-upload/submit of documents as per tender requirement within time frame given by DMRC. The document which is issued by any authorities / agencies after date and time of opening of technical bid shall not be acceptable.
  - j. The tenderer shall upload the correct document through website. If correct/requisite document is not provided by any tenderer even in this case, deemed to be rejected for that particular tender and price bid of that tenderer shall not be opened. No further correspondence in this regard shall be made.
  - k. Physical verification of all / any document shall be done by DMRC after opening of price bid.
  - l. The price bid of all eligible tenderers shall be opened online at schedule date and time of opening of price bid.
- 17.3 Tender will be examined to see if they are complete, whether the requisite Tender cost and Tender security has been furnished, whether the documents are in order. If the documents do not meet the requirements of the Employer a note will be recorded accordingly by the Tender Opening Authority.
- 17.4 The tenderers name, the presence or absence of the requisite Tender cost and tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be declared at the time of tender opening.

**INSTRUCTIONS TO TENDERERS**

**18.0 PROCESS TO BE CONFIDENTIAL**

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

**19.0 CLARIFICATION OF TENDERS**

- 19.1 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderers individually for clarification of their tenders, including breakup of prices. The request for clarification and the response shall be in writing or by telefax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 22.0 herein.

**20.0 DETERMINATION OF RESPONSIVENESS**

- 20.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.
- 20.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in Form C.
- 20.3 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity. However minor clarification if required may be asked from tenderer.
- 20.4 The decision of the Engineer/Employer as to which of the tenders are not substantially responsive or have impractical / methods or Programme for execution shall be final.

**21.0 EVALUATION OF TENDER**

- 21.1 The Employer will, keeping in view the contents of Clause 2.1 & 8.1.1 of ITT, carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's



**INSTRUCTIONS TO TENDERERS**

technical submittal has a major inadequacy his tender will be considered to be non-complaint and will be rejected.

- 21.2 All technically acceptable tenders will be eligible for consideration of their financial proposals.
- 21.3 The evaluation of financial proposals by the Employer / Engineer will take into account, in addition to the tender amounts, the following factors:
- a. Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0
  - b. Such other factors of administrative nature as the Employer / Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 21.4 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 21.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.
- 21.6 In case of a tie between the two lowest Tenderers, where the rates are reasonable and contractors are found technically suitable to tender requirements etc., the competent authority would invite both the parties for submitting discount letter in terms of % of their offer. The tender will be finalized based on lowest bid after considering the discount. However, if a tie happens again, it would be up to the accepting authority to decide which one to accept in their sole discretion based on technical capability of the two Tenderers or shall decide as per tender conditions if already provided.

**22.0 CORRECTION OF ERRORS**

- 22.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer / Engineer as follows:
- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer/Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 22.2 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

**INSTRUCTIONS TO TENDERERS**

**AWARD OF CONTRACT**

**23.0 AWARD CRITERIA**

23.1 Subject to Clause 9.4 and 21.0, the Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.

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

24.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract.

**25.0 NOTIFICATION OF AWARD**

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

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

25.3 Upon "Letter of Acceptance" being signed and returned by the successful tenderer as per Clause 25.1, the employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

**26.0 SIGNING OF AGREEMENT**

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

**27.0 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) AND FORM OF TENDER**

27.1 In case successful tenderer fails to commence the work (For whatsoever reasons) as per terms and conditions of tender after issuance of LOA then the LOA shall be cancelled.

**28.0 PERFORMANCE SECURITY**

**INSTRUCTIONS TO TENDERERS**

28.1 The successful tenderer shall furnish to the Employer a Performance security for an amount of **05%** of the tendered and accepted value of work (LOA), in accordance with Clause 4.2 of General Conditions of Contract in any of the following forms:

- i) Bank draft in favour of Delhi Metro Rail Corporation Ltd payable at New Delhi from a Scheduled Commercial Bank based in India, or
- ii) Irrevocable Bank Guarantee in the prescribed format issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank.
- iii) In case of joint venture/consortium, Performance security shall be submitted in the name of Joint venture/consortium. However spitting of the performance security and its submission by different members of the JV/Consortium for an amount proportionate to their scope of work or otherwise is also acceptable.

**iv) Irrevocable Bank Guarantee in the prescribed format issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank. The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. The schedule commercial bank in India as defined in annexure-A of ITT must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employers' Bank through SFMS and only after this, the BG will become operative and acceptable to the Employer. It, is therefore, in the own interest of the contractors to obtain Employer's Bank IFSC Codes, its branch and address and advice these particulars to the BG issuing Bank and request them to send advice of BG through SFMS to the Employer's bank.**

**Currently DMRC's Bank IFSC Code, Branch and Address details are as under;**

**ICICI BANK LTD.**

**9A, PHELPS BUILDING,**

**CONNAUGHT PLACE, NEW DELHI-110001**

**IFSC CODE; ICIC0000007**

The Performance Security shall be furnished within the time limit specified in Clause 26.0 of ITT. The Performance Security shall be valid up to **6 months beyond the** completion of the contract and bank guarantee will be released on year to year on the basis of successful completion of yearly work followed by issue of performance certificate by the Engineer-In-Charge.

28.2 Failure of the successful tenderer to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security, in which event the Employer may make the award to the next lowest evaluated tenderer.

**Scheduled Commercial Banks based in INDIA.**

1. AB BANK LTD.
2. ALLAHABAD BANK
3. ANDHRA BANK
4. AXIS BANK LTD.
5. BANDHAN BANK LTD.
6. BANK OF AMERICA N A
7. BANK OF BARODA
8. BANK OF CEYLON
9. BANK OF INDIA
10. BANK OF MAHARASHTRA
11. BANK OF NOVA SCOTIA
12. BARCLAYS BANK PLC
13. BHARTIYA MAHILA BANK LTD
14. BNP PARIBAS
15. CANARA BANK
16. CATHOLIC SYRIAN BANK
17. CENTRAL BANK OF INDIA
18. CITIBANK N A
19. CITY UNION BANK LTD
20. COMMONWEALTH BANK OF AUSTRALIA
21. CORPORATION BANK
22. CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
23. DBS BANK LTD
24. DCB BANK LTD.
25. DENA BANK
26. DEUTSCHE BANK AG
27. DHANLAXMI BANK LTD.
28. DOHA BANK QSC
29. FEDERAL BANK LTD
30. HDFC BANK LTD.
31. HSBC LTD
32. ICICI BANK LTD.
33. IDBI BANK LTD.
34. IDFC BANK LTD.
35. INDIAN BANK
36. INDIAN OVERSEAS BANK
37. INDUSIND BANK LTD.
38. JAMMU & KASHMIR BANK LTD
39. JP MORGAN CHASE BANK N A

**INSTRUCTIONS TO TENDERERS**

40. KARNATAKA BANK LTD.
41. KARUR VYSYA BANK LTD
42. KOTAK MAHINDRA BANK LTD.
43. KRUNG THAI BANK PLC
44. LAKSHMI VILAS BANK LTD
45. MASHREQ BANK PSC
46. NAINITAL BANK LTD
47. NATIONAL AUSTRALIA BANK
48. ORIENTAL BANK OF COMMERCE
49. PUNJAB & SIND BANK
50. PUNJAB NATIONAL BANK
51. RBL BANK LTD
52. ROYAL BANK OF SCOTLAND
53. SBM BANK (MAURITIUS) LTD.
54. SHINHAN BANK
55. SOCIETE GENERALE
56. SONALI BANK LTD.
57. SOUTH INDIAN BANK LTD
58. STANDARD CHARTERED BANK
59. STATE BANK OF BIKANER AND JAIPUR
60. STATE BANK OF HYDERABAD
61. STATE BANK OF INDIA
62. STATE BANK OF MYSORE
63. STATE BANK OF PATIALA
64. STATE BANK OF TRAVANCORE
65. SYNDICATE BANK
66. TAMILNAD MERCANTILE BANK LTD.
67. UCO BANK
68. UNION BANK OF INDIA
69. UNITED BANK OF INDIA
70. VIJAYA BANK
71. YES BANK LTD.

**INSTRUCTIONS TO TENDERERS**

**ANNEXURE-B**

**Undertaking as per clause 1.2.5 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 similar works(as in eligibility criteria) (as on the last day of the previous month of tender submission) and works completed within last one year(from the last day of previous month of tender submission)of value more than 40% of NIT cost of work.

Applicants legal name.....

Date.....

Group member legal name.....

Page.....

of.....Pages.....

SR. NO.	CONTRACT NUMBER & NAME OR WORK	NAME OF EMPLOYER/CLIENT	NAME OF THE CONTRACTOR INCLUDING CONSTITUENT MEMBER IN CASE OF JV/CONSORTIUM	OVERALL PERFORMANCE W.R.T CONTRACT PROVISIONS.
01				SATISFACTORY/ UNSATISFACTORY
02				SATISFACTORY/ UNSATISFACTORY
03				SATISFACTORY/ UNSATISFACTORY
ADD REQUIRED NUMBER OF ROWS				

Note:

- a) If the tenderer or any of the constituent 'substantial member (S)'of JV/Consortium has reported four or less number of works in the ANNEXURE-B than there should not be any unsatisfactory performance in any of the 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 in eligible for participating in tender process.
- b) In other cases, if the overall performance of tenderer or any member of the constituent 'substantial member (S)'in case of JV/Consortium, in more than 20%

**INSTRUCTIONS TO TENDERERS**

of works reported in the ANNEXURE-B(rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member (S)' of JV/Consortium shall be considered in eligible for participating in tender process and they shall be considered in eligible applicant in terms of clause 1.2 of NIT

- c) If there are any adverse remarks in the clients completion/performance certificate, the same shall be examine during technical evaluation.
- d) If there is any mis representation of facts with regards to performance in any of the works reported in the ANNEXURE-B, the tenderer including constituent 'substantial member (S)' of JV/Consortium shall be considered in eligible for participating in tender process.

**Stamp & signature of authorized signatory**

**Example:**

Works reported in the ANNEXURE-B	1-4	5	6	7	8	9	10	11
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3

**INSTRUCTIONS TO TENDERERS**

**Annexure-C**

**DECLARATION FOR APPLICANT NOT HAVING BLACKLISTED**

(On stamp paper of Rs. 100/-)

*I, ..... S/o....., proprietor/authorized signatory of M/s....., situated at ..... do hereby undertake that M/s..... have not been blacklisted or de-registered by any central/ State Government department or Public sector unit and also none of our work was rescinded by the client during the last Seven years.*

*I also hereby undertake that no any contract of M/s..... with DMRC have been terminated or rescinded by DMRC after award during last Seven years due to non performance.*

*Place.....*

*Date.....*

*Deponent*

**VERIFICATION**

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

*Verified on.....*

*Deponent*



**INSTRUCTIONS TO TENDERERS**

**Annexure-D**

**DECLARATION FOR APPLICANT FOR LIQUIDITY DAMAGES /PENALTY /DEDUCTION**

(On stamp paper of Rs. 100/-)

I, ..... S/o....., proprietor/authorized signatory of M/s....., situated at ..... do hereby undertake that M/s..... have not been imposed liquidity damages/penalty/deduction of 10% (or more) of the contract value in any contract due to any reason during last Seven years.

Place.....

Date.....

*Deponent*

**VERIFICATION**

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

Verified on.....

*Deponent*

**INSTRUCTIONS TO TENDERERS**

**APPENDIX- I**

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

COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No	Document	Reference to Clause No.	Attached (Yes/No) (To be filled by Contractor)
	TENDER PACKAGE COMPRISING OF:		
1	Tender security & Tender Cost enclosed in a separate envelope	8.1 & 12.0 of ITT	
2	Notarized copy of Power of Attorney in favour of the signatory	8.1.2.1 (a) & 13.0 of ITT	
3	Self attested copy of Income Tax Return for last three years.	8.1.2.1 (d) (ii) of ITT	
4	Self attested copy of PAN card, , PF & ESI registration certificate	8.1.2.1 (b) of ITT	
5	Signed Tender documents (i.e. NIT, ITT, SCC, GCC, Scope of work)	8.1.2.1 (e) of ITT	
6	General information on the tenderer shall be furnished in (Form T-I)	8.1.2.1 (h) of ITT	
7	Experience record during last Seven years and in progress on date may be furnished in the format prescribed (Form T-II)	8.1.2.1 (i) of ITT	
8	Detail of Personnel ( Form-T-III)	8.1.2.1 (j) of ITT	
9	Resources proposed for the works - Instrument & Equipment Form(T-IV)	8.1.2.1 (k) of ITT	
10	Financial Data for last three years (Form T-V)	8.1.2.1 (l) of ITT	
11	Form of Tender and Appendix thereof (Form A)	8.1.2.1 (f) of ITT	
12	Statement of deviations from Tender Documents (Form C)	8.1.2.2(c) & 20.2 of ITT	
13	Guidelines for contractor staff to work inside Depot	8.1.2.1 (m) of ITT	
14	Undertaking in the format Annexure- B of ITT	8.1.2.1 (n) of ITT	
15	Applicant not having blacklisted or	1.2.3 of NIT &	

**INSTRUCTIONS TO TENDERERS**

	deregistered by any Govt. or public sector unit during last Seven years, submit declaration in Annexure-C in Rs.100/- stamp paper duly attested by Notary.	8.1.2.1 (o) of ITT	
16	Declaration for application for liquidity damages/penalty/deduction (Annexure-D)	8.1.2.1(p) of ITT	
17	Self attested copy of Work orde/LOAs & Work Completion certificates for work experiance	1.2.1 of NIT & 8.1.2.1 (i) of ITT	
18	Self attested copy of Service Tax/ Sale tax/VAT registration certificate as applicable	8.1.2.1 (b) of ITT	
19	Self attested copy of all other certificates and documents asked for in the Eligibility Criteria	1.2 of NIT & 8.1.2.1 (q)of ITT	
20	Bank Details for E-payment (Form T-VI)	8.1.2.1(q) of ITT	
21	i) Self attested copy of Certificate of Registration and ownership as well as of Constitution and legal status. ii) In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.	8.1.2.1(h) & 2.4 of ITT	
22	Signed Addendum/Corrigendum issued if any	6.0 of ITT	
23	Form of Tender and Appendix thereof (Form A) To be submitted in Price Bid	8.1.2.1(f) of ITT	
24	Form of Deviation with price adjustment- To be submitted in Price Bid	8.1.2.2(c) of ITT	
25	Bill of Quantities - To be submitted in Price Bid <b>(Rate to be filled in Excel sheet)</b>	8.1.2.2(b) of ITT	

**INDEX ON**

**PROFORMA OF FORMS**

**1. PROFORMA OF FORMS – GENERAL**

(Items (iv) & (viii) applicable only for successful tenderers)

	FORM
i. Form of Tender with Appendix	A
ii. Form of bank Guarantee for Tender Security	B
iii. Proforma for Statement of Deviations	C
iv. Form of Agreement	E
v. Bill of Quantity	F
vi. Guidelines for contractor staff to work inside Depot	G
vii. Safety Instructions	H
Viii. Form of Performance Security (Guarantee) by Bank	D

**2. PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS**

	FORM
i. General Information & Joint Venture Data	T-I
ii. Experience Record	T-II
iii. Detail of Personnel	T-III
iv. Resources proposed for the works - Instrument & Equipment	T-IV
V. Financial Data	T-V
VI. Bank Details	T-VI

**FORM OF TENDER**

Note: i. The Appendix forms part of the Tender

ii. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

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

To

**Managing Director,**

Delhi Metro Rail Corporation Limited,  
13, 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 sum of Rs. \_\_\_\_\_ (Amount in figures and words) for Contract No. **DMRC/RSW/YBD-01“Rate contract for Video Recording of Current Collection Test between metro train pantograph and 25kv OHE contact wire on all Lines of Delhi Metro Rail Corporation Limited”** or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 7days of issue of the Engineer's order to commence and to complete the whole of the Works comprised in the Contract upto three years calculated from the date of Commencement of the work, 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 General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 57.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

**INSTRUCTIONS TO TENDERERS**

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.

**FORM A**  
PAGE 2 OF 3

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**APPENDIX TO THE FORM OF TENDER**

<b>S.No.</b>	<b>Details</b>	<b>Condition of Contract Clause No.</b>	<b>Remarks</b>
i.	Minimum amount of Third Party Insurance	<b>23.0</b> of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no. of incidents unlimited.
ii	Contract Period from the date of commencement of work	<b>1.3 (f)</b> of Instruction to tenderers	3 years on the basis of satisfactory performance.
iii	Penalty & Deduction for incomplete work or poor quality of work	<b>3.0</b> of Special Conditions of Contract	As per clause 3.0 of SCC
iv	Amount of Bank Guarantee as Performance Security	<b>4.2</b> of General Conditions of Contract	05% of the contract price
V	The firm must maintain a "Zero Accident Record".	<b>3.3</b> of Special Condition of Contract	In case of any major accident/fatality a penalty of not exceeding 20% of Contract value will be levied
VI	Period for commencement of work from the date of issue of letter of acceptance	<b>1.3</b> of Instruction to tenderers	Within 07 days from date of issue of Letter of acceptance or as per the instruction of Engineer-In-charge

Signature of authorized signatory on behalf of Tenderer

Date .....

Name .....

Place .....

Address .....

INSTRUCTIONS TO TENDERERS

FORM B  
PAGE 1 OF 2

**FORM OF BANK GUARANTEE FOR TENDER SECURITY**

(Ref: Clause 8.1 & 12.0 of "Instructions to Tenderers")

1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Address and Name of country) (hereinafter called "the Bank") are bound unto Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. -----for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated\_\_\_\_\_ for **Rate contract for video recording of current collection test between metro train pantograph and 25 kv OHE contact wire on all lines of - Delhi Metro Rail Corporation Limited" at Yamuna Bank Train Depot**, -- hereinafter called "the Tender".

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs--  
- (Rupees -----) as Tender Security against the Tenderer's offer as aforesaid.

AND WHEREAS\_\_\_\_\_ (Name and Address of the Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:
  - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
  - b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
  - c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - d. That this Guarantee commences from the date hereof and shall remain in force till ..... (Date up to which Guarantee is valid i.e. 150 days from the last date of tender submission.)
  - e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.



INSTRUCTIONS TO TENDERERS

**FORM B**  
PAGE 2 OF 2

4. **THE CONDITIONS OF THIS OBLIGATION ARE:**

- a. If the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. If the Tenderer does not accept the correction of his tender price in terms of Clause 22.0 of the "Instructions to Tenderers".
- c. If the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - i. Fails or refuses to furnish the Performance Security in accordance with Clause 27.0 of the "Instructions to Tenderers" and/or
  - ii. Fails or refuses to enter into a Contract within the time limit specified in Clause 26.0 of the "Instructions to Tenderers".

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

Signature of .....  
Authorised Official  
of the Bank

Signature of the witness  
.....

Name of Official .....  
Designation .....  
I.D. No. ....

Name of the Witness  
.....

Stamp/Seal  
of the Bank .....

Address of the Witness  
.....

**PROFORMA FOR STATEMENT OF DEVIATIONS**

(Refer Clause 8.1.2.2 (c) & 20.2)

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

S.No.	Clause	Deviations	Remarks (Including justification)	Price adjustment for withdrawl 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 withdrawal his deviations if the same are unacceptable to the Employer.
3. DMRC reserves the right to accept or reject any deviation. If, DMRC reject deviations mentioned by tenderer, the tenderer shall have to withdraw all these deviation without any condition. In case tenderer does not withdraw deviation unconditional, Tenderer's offer shall be rejected.

INSTRUCTIONS TO TENDERERS

FORM D  
PAGE 1 OF 2

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK  
On Non judicial Stamp Paper of appropriate value**

(Refer Clause 28.0 of "Instructions to Tenderers")

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the **Rate contract for video recording of current collection test between metro train pantograph and 25kv OHE contact wire on all lines of - Delhi Metro Rail Corporation Limited" at Yamuna Bank Train Depot,** (hereinafter called "the contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorised to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of \_\_\_\_\_ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the anticipated expiry date of Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

**INSTRUCTIONS TO TENDERERS**

**FORM D**  
PAGE 2 OF 2

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 authorised.

**For and on behalf of the \_\_\_\_\_ Bank.**

Signature of authorised Bank official

Name : .....

Designation : .....

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

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

**Signed, sealed and delivered**

for and on behalf of the Bank by the above named \_\_\_\_\_

In the presence of :

<b>Witness - 1</b>	<b>Witness - 2</b>
Signature:.....	Signature:.....
Name:.....	Name:.....
Address:..... ... .....	Address:..... ... .....

**INSTRUCTIONS TO TENDERERS**

**Form E**

Page 1 of 2

**FORM OF AGREEMENT**

(Refer Clause 26.0 of "Instructions to Tenderers")

This Agreement No..... is made on the \_\_\_\_\_ day of \_\_\_\_\_ 201.. Between Delhi Metro Rail Corporation Limited, 13, Fire Brigade Lane, Barakhamba Road, New Delhi - 110001 hereinafter called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that (\*\*\*) certain Goods and Services should be provided and) certain Works should be executed, viz **Contract No. RSW/YBD-01: Rate contract for "Video Recording of Current Collection Test between metro train pantograph and 25 kv OHE contact wire on all Lines of Delhi Metro Rail Corporation Limited" at Yamuna Bank Train Depot**, hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works (\*\*\*) as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

**INSTRUCTIONS TO TENDERERS**

**FORM E**  
PAGE 2 OF 2

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.

The staff/labour recruited by the Contractor for **Rate contract for “Video Recording of Current Collection Test between metro train pantograph and 25 kv OHE contact wire on all Lines of Delhi Metro Rail Corporation Limited” at Yamuna Bank Train Depot**, will be the sole responsibility of the Contractor and DMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in DMRC.

6. JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official.....

Name of the official.....

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name: \_\_\_\_\_

Name: \_\_\_\_\_

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**Note:**

- + To be made out by the Employer at the time of finalisation of the Form of Agreement.
- \*\* Blanks to be filled by the Employer at the time of finalisation of the Form of Agreement.
- \*\*\* To be deleted if not applicable

**INSTRUCTIONS TO TENDERERS**

**FORM – ‘F’**

**BILL OF QUANTITY**

(Contract No. RSW/YBD-01: Rate contract for “Video Recording of Current Collection Test between metro train pantograph and 25 kv OHE contact wire on all Lines of Delhi Metro Rail Corporation Limited”)

<b>S. No.</b>	<b>Description of work</b>	<b>Qty per year (In Nos)</b>	<b>Rate* (In Rs.)</b>	<b>Total Amount (In Rs.)</b>
1	<b>Rate contract for “Video Recording of Current Collection Test between metro train pantograph and 25 kv OHE contact wire on all Lines of Delhi Metro Rail Corporation Limited”</b> inclusive of all Manpower, supply of instruments {i.e. Night vision colour cameras (one for recording of interface point of pantograph & OHE and one for recording the mast number), Digital video recorder, Lighting system, Colour T.V./MONITOR/LED/LCD-21"min. etc.}, installation and necessary required associated accessories as per scope of work and terms & conditions of contract no. RSW/YBD-01.	<b>25</b>		
<b>Total</b>				
Service Tax if any				
<b>Total Amount with all taxes (In Rs.)</b>				

- NOTE:**
- \* Above rates are valid up to 3 years and are inclusive of all man power, instruments, tools, equipments etc.
  - The payment will be made on actual work done basis.
  - Quantity of Current collection test may be varied as per requirement of DMRC.
  - If change in the rates for 2<sup>nd</sup> & 3<sup>rd</sup> year Tenderers quote the rate separately for 2<sup>nd</sup> year and 3<sup>rd</sup> year as well with price variation if required.

**GENERAL INFORMATION OF TENDERERS**

(Refer Clauses 8.1.2.1 (h))

Notes:

- (i) Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.
- (i) In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating inter alias distribution of responsibilities among the members / constituents.

1. Names of participating members / constituents

- (a) .....
- (b) .....
- (c) .....

2. Address, telephone, telefax, cable numbers of each members / constituent.

Registered Office                      Office for correspondence

- (a) .....                      .....
- (b) .....                      .....

3. Name, Address and Telephone No. of Lead partner / Constituent

.....  
.....

4. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).

.....

5. Date and place of joint Venture/ Consortium Agreement.

6. Names and Addresses of Bankers to the Joint Venture/ Consortium

7. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.

8. If the company is subsidiary, what involvement, if any, will the Parent Company have in the project.



**EXPERIENCE RECORD**

(Refer Clause 8.1.2.1 (i) of ITT)

Details of experience in installation of CCTV, Surveillance cameras and video recording in Metro trains/Indian Railways locomotive/ Industrial complex/ Metro Station/ Trains in central Government/ State Govt./PSU organization/ Reputed Corporate Industries/Airport etc for last **seven year**

S.No.	Period	Description of work	Qty	Total cost of work (in Rs.)	Name of Client	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Notes:

- (i) Details submitted in any other proforma 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 authorised signatory of the tenderer.

INSTRUCTIONS TO TENDERERS

**FORM T-III**

Page 1 of 1

**DETAIL OF PERSONNEL**

(Refer Clause 8.1.2.1 (j) of ITT)

**Details of Personnel available for the work installation of CCTV, Surveillance cameras and video recording in Metro trains/Indian Railways locomotive/ Industrial complex/ Metro Station/ Trains in central Government/ State Govt./PSU organization/ Reputed Corporate Industries/Airport etc**

S.No.	Designation	Qualification	Experience	No. of Personnel available

Note: Minimum number of personnel required- 3 Nos, Minimum qualification of personnel-Matriculation.

**INSTRUCTIONS TO TENDERERS**

**FORM T – IV**

PAGE 1 OF 1

**RESOURCE PROPOSED FOR THE WORKS - INSTRUMENT & EQUIPMENT**

(Refer Cause 8.1.2.1(k) of ITT)

- (i) Tenderer may list out the requirements of different types of instruments & Equipment and furnish details relating to them in the proforma given below.
- (ii) If the number of units available of any particular type of equipment is less than the requirement, the tenderer should indicate how he proposes to meet the shortfall.

S. No.	Type of Instruments & Equipment required for the work	Details of Instruments/ equipment		Available for work			Remarks if any
		Make	Capacity / Size	Present condition	Present location	Owned or leased	
1	Night vision colour cameras (one for recording of interface point of pantograph & OHE and one for recording the mast number - 4 Nos. (02 no. on each DT car)						Whether contractor is having the capacity to keep the equipments in good fettle. If yes, give details of the maintenance system i.e. In house or through External agencies.
2	Digital video recorder - 1 Nos.(capable to record atleast 4 camera at a time)						
3	Colour T.V./MONITOR /LED/ LCD-21"min - 1 Nos. (capable to display atleast 4 camera at a time)						
4	Lighting system for better clarity of stagger						
5	Required associated accessories						
6	Other equipments if any.						

**Note:-**01) There are two DT car in a train.

**FINANCIAL DATA**  
(Refer Clause 8.1.2.1 (I) of ITT)

**Total value of works done during the period 2013-2014 to 2015-2016 (For each member in case of Joint Venture/Consortium)**

No.	Description	For the Year		
		2013-2014 (Rs.in Lakhs)	2014-2015 (Rs.in Lakhs)	2015-2016 (Rs.in Lakhs)
(1)	(2)	(3)	(4)	(5)
1.	installation of CCTV, Surveillance cameras and video recording in Metro trains/Indian Railways locomotive/ Industrial complex/ Metro Station/ Trains in central Government/ State Govt./PSU organization/ Reputed Corporate Industries/Airport etc			

**INSTRUCTIONS TO TENDERERS**

**FORM T-V**  
PAGE 2 OF 2

**FINANCIAL DATA**

(Refer Clause 8.1.2.1(l) of ITT)

**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 2016-2017	Year 2017-2018	Beyond year 2018

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

**\*\* THIS FIGURE SHOULD ALSO INCLUDE THE YEAR-WISE BREAK-UP OF PART VALUE OF WORKS TO BE EXECUTED IN THE TWO YEARS PERIOD (2016-2018) EVEN IF COMPLETION OF SUCH WORKS SPILLS OVER BEYOND THIS TWO YEARS PERIOD (2016-2018).**



**INSTRUCTIONS TO TENDERERS**

Note :- Bank details of all tenderers are needed duly verified by the concerned bank on letter head of the concerned Bank as per above performa. This is to be accompanied with details on firm's letter head -VAT registration number, PAN number, S.Tax No., TIN No, communication address, mobile no. email id, Fax.No. Telephone no. Vendor number, alternative payee details and any other relevant detail etc & cancelled cheque for e-payment requirement

**Guidelines for contractor staff to work inside Depot**

(Other than train cleaning contractor):

- a. DMRC's supervisor/ section in charge who is supervising the contractor works, hereby called as DMRC supervisor, will be preliminary responsible for safe and timely execution of work.
- b. The job card for a work to be executed by contractor shall be issued by PPIO to concern DMRC' s supervisor under whom contractor staff is to work.
- c. The job card shall be closed by DMRC's supervisor after completing the job by contractor. In case of job requiring more then one day, incomplete job card with progress on date shall be submitted to PPIO by DMRC' s supervisors for monitoring.
- d. Contractor shall submit after discussion with DMRC, a detailed procedure for working on site/method statement (format enclosed) for clear understanding of specific work. DMRC's supervisor shall give relevant information on specific works which are very technical / train related to contractor for preparing method statement.
- e. The method statement shall be reviewed by DMRC's supervisor and it's implication especially from safety point shall be brought forward. In case of safety hazard of higher degree e.g. working near OHE, working at very huge height/confined space, review at AM's / higher-level officer shall also be done.
- f. Briefing by DMRC's supervisor to contactor staff regarding safe working/work execution etc shall be done prior to starting of work.
- g. Declaration for understanding safety implementation / Indemnity to be taken from contactor (format enclosed) by DMRC's supervisor who is supervising the contractor works.
- h. Prior information to concerned department (e.g. OHE/DCC/OCC/PPIO etc) for execution of work shall be planned by DMRC's supervisors.
- i. Vehicle /Lorry movement, if required, vehicle entry and movement from one location to another location shall be discussed in advances by contractor supervisor and DMRC's supervisors. For vehicle/crane movement near OHE, detailed safety implication shall be reviewed at AM's/higher officer level.
- j. I-card for Contractor staff (visiting card for contractual work up to 3 days shall be monitored by PPIO in charge.
- k. DMRC's supervisor shall ensure that proper M&P and handling equipments of suitable rating & specification are used at site by contractor. He shall also ensure proper used of suitable & standard PPE for safety at site.



**A. Format of Method Statement**

Part-A

- (a) Work to be done-
- (b) Location/Place of work-
- (c) Expected duration of work
- (d) Expected number of staff-
- (e) Movement of vehicle/heavy vehicle required or not & type-
- (f) Detailed job procedure/workflow for completing the job (in detail)-
- (g) M&P to be used at site-
- (h) Safely implementation of working at site (in detail)-
- (i) I hereby declare that
  - (a) Standard M&P will be used for carrying out the works;
  - (b) The use of specified machinery (e.g. crane, heavy road vehicle) is by competent authorized skilled staff.
  - (c) The standard protective personal equipment will be used.

Name: \_\_\_\_\_ Designation \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Contractor

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**Part-B**

Job assessment along with safety implication has been reviewed by DMRC and is approved/non-approved.

Name: \_\_\_\_\_ Designation \_\_\_\_\_ Date \_\_\_\_\_  
DMRC's Supervisor

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**Form –“G”  
Page 3 of 3**

**DELHI METRO RAIL CORPORATION  
YAMUNA BANK TRAIN MAINTENANCE DEPOT,  
YAMUNA BANK**

**INDEMNITY**

I on behalf of M/s \_\_\_\_\_ hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s \_\_\_\_\_ will abide by all safety rules and procedure. I declare that I M/s \_\_\_\_\_ will be responsible for any safety violations / accident etc. DMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise.

I hereby declare that I am sole responsible on behalf of M/s \_\_\_\_\_  
\_\_\_\_\_ for giving such declaration.

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Name of indemnifier

-----

Signature

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Signature of DMRC Official