



**DELHI METRO RAIL CORPORATION LTD.**  
(A Joint Venture of Govt. of India & Govt. of NCT, Delhi)

**“Provision of Anti Bird Nesting PVC Net in  
Depot and Main Line in Delhi Metro Rail  
Corporation Limited”**

**TENDER DOCUMENT**

**VOLUME-II**

- \* **INSTRUCTIONS TO TENDERER**
- \* **SPECIAL CONDITIONS OF CONTRACT**
- \* **OTHER TERMS AND CONDITIONS**
- \* **FORMS AND PERFORMAS**
- \* **CONTENTS OF BOQ**

*No. E/EM/RC-004/2017*

## **“Provision of Anti Bird Nesting PVC Net in Depot and Main line”.**

### INSTRUCTIONS TO TENDERERS

#### **INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR “e-TENDERING” FORMING PART OF BID DOCUMENTS TO BE POSTED ON WEBSITE**

The bidders are required to submit soft copies of their bids electronically on the 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 openers 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 (ie 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.

### **1.0 GENERAL**

#### **1.1 INTRODUCTION**

Delhi Metro Rail Corporation (DMRC) Ltd. invites Open e-Tenders (two bids) duly sealed from experienced firms/contractors for the work, "**Provision of Anti Bird Nesting PVC Net in Depot and Main line**". The tender papers consist of the following documents, along with their annexure, appendices, addenda and errata if any.

#### **VOLUME-I**

- a. Notice Inviting Tender
- b. Scope of Work
- c. Tender Prices and Schedule of Payment

#### **VOLUME-II**

- a. Instructions to Tenderers
- b. Other terms and Conditions
- c. Special Conditions of Contract
- d. General Conditions of Contract (Except clause 15 - Insurance)
- e. Content of 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:

**Sr. DGM/E&M, DMRC Ltd. 2<sup>nd</sup> Floor, C wing 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 **“Provision of Anti Bird Nesting PVC Net in Depot and Main line”**.

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

The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for the work **“Provision of Anti Bird Nesting PVC Net in Depot and Main line”** and as more particularly described in the following documents, along with their annexure, appendices, addenda and errata if any.

#### VOLUME-I

- a. Notice Inviting Tender
- b. Scope of Work
- c. Tender Prices and Schedule of Payment

#### VOLUME-II

- a. Instructions to Tenderers
  - b. Other terms and Conditions
  - c. Special Conditions of Contract
  - d. General Conditions of Contract (Except clause 15 - Insurance)
  - e. Content of Bill of Quantities.
- 5.1 The tenderer is expected to examine carefully all the contents of the tender documents as mentioned in Sub-clause 1.1 including instructions, conditions, forms, terms, and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders which are not responsive to the requirements of the tender documents will be rejected.

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

## **6.0 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 SR.DGM/E&M, 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 Scope of work etc., the Tenderer shall seek clarification from SR.DGM/E&M. The DMRC may respond in writing / 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 Sr. DGM/E&M, DMRC which is expressly stated to be by way of an addendum/corrigendum to the documents referred to in **paragraphs 5.0 (a) to (e)** 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 Sr. DGM/E&M.

## **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 Sr. DGM/E&M, 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 comprising of following forms and documents duly filled and signed by the tenderer, to be uploaded as per tender requirement.

- i. Work experiences **as per clause no. 1.2.1 of NIT.**
- ii. Audited financial turn over for financial eligibility **as per clause no. 1.2.2 (a) of NIT.**
- iii. Declaration for non black listing/ de-registered by any Govt/ Semi Govt./PSU **as per clause no. 1.2.2 (b) of NIT.**
- iv. Declaration that applicant/firm not involving in any litigation/arbitration or no case pending in any court against them during the last 5 years **as per clause no. 1.2.2 (c) of NIT.**
- v. Documents to certify the positive net worth **as per clause no. 1.2.2 (d) of NIT.**
- vi. Self Attested copies of the PAN. No. under income Tax Act, ESI & PF Registration No., Sale tax registration certificate and /or service tax registration certificate whichever applicable.
- vii. Self Attested copies of the PAN. No. under income Tax Act, PF registration certificate and ESI Registration certificate, VAT/Sales Tax Registration Certificate as applicable. "As per Delhi VAT Act, the party who is executing work in Delhi has to have registration with VAT authorities of Delhi. If a tenderer is outside Delhi intends to participate in DMRC tender, he can be permitted provided he gives an undertaking to the fact that he will get himself registered with Delhi VAT authorities, in the event of issue of Letter of acceptance to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Delhi Sales Tax / Delhi VAT Department payment shall not be released."
- viii. Statement of deviations from tender documents **(Form C).**
- ix. Experience record of similar works during the last three years and in progress on date may be furnished in the format prescribed **(Form T-II).**
- x. Details of Personnel may be furnished in the format prescribed **(Form T-III).**
- xi. Details of Resources to be used for the work – Machinery & Equipments may be furnished in the format prescribed **(Form T-IV).**
- xii. Total value of similar works executed for the last three financial years along may be given in the format prescribed **(Form T-V).**
- xiii. 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 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 **120 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 SR.DGM/E&M 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 The documents required to be submitted by the Tenderer will be as described under **Clause 9.0** herein.
- 14.4 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.
- 14.5 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.



- 14.6 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:
- Sr. DGM/E&M, DMRC Ltd. 2nd Floor, C wing 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 stand 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 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 **Sr. DGM/E&M, DMRC Ltd. 2nd Floor, C wing 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 **Sr. DGM/E&M, DMRC Ltd., 2nd Floor, C wing 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 tender shall be summarily be considered as cancelled / rejected.
  - 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 **Sr. DGM/E&M, DMRC Ltd., 2nd Floor, C wing 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 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 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 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.

## 28.0 PERFORMANCE SECURITY

- 28.1 Within 30 days of receipt of the letter of Acceptance the successful Tenderer shall furnish performance security in accordance with **Clause 4.2 of the GCC** shall be in the form of a bank guarantee (**as per Form-D**) from branch in India of a schedules foreign bank or from a scheduled commercial bank in India acceptable to the employer for an amount of 10% of contract value in types & proportions of currencies in which the contract Price is payable. The approved from provided in the "Instructions to Tenderers" documents, or any other form approved by the Employer shall be used for Bank Guarantee. **The Bank Guarantee shall be valid up to Defect Liability Period.**

- 28.2 The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

Irrevocable Bank Guarantee in the prescribed format, given as **FORM-D** 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-C**) 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.

- 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.
- 28.5 Whenever the contract value exceeds beyond 25% of the original contract value either due to employer's variation or due to contractor's variation, the contractor shall submit additional performance security equal to an amount of 10% of the variation reduced by an amount equal to 5% of the work already certified as completed by the Engineer-in-Charge on the date of variation subject to a maximum limit of 10% of the variation amount.
- 28.6 No additional performance security will be required to be submitted if the variation is within 25% of the original contract value.

## 29 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.

## 30 Defect Liability Period

- 30.1** Defect Liability Period shall be **12 months** from the date of issue of completion certificate for all work carried out by the contractor.

**INDEX ON****PROFORMA OF FORMS****1. APPENDIX - I**

Check list of documents to be uploaded with the tender

**2. APPENDIX - II**

List of Scheduled Banks in India (Public Sector)

**3. PROFORMA OF FORMS – GENERAL**

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

	FORM
i. Form of Tender with Appendix	A
ii. Performa for Statement of Deviations	C
iii. Form of Performance Security (Guarantee) by Bank	D
iv. Form of Agreement	E

**4. PROFORMA OF FORMS**

	FORM
i. General Information	T-I
ii. Experience Record	T-II
iii. Resources Proposed for the Work-Personnel	T-III
iv. Resources for the works - Machinery & Equipment	T-IV
v. Financial Data	T-V

**APPENDIX I****CHECK LIST OF DOCUMENTS TO BE UPLOADED WITH THE TENDER**  
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.	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.
3.	Documents Required for evaluation of Tender
4.	Work Experiences
5.	Audited Financial Document
6.	Undertaking on Non-judicial stamp paper of Rs.10/- attested by Notary Public (i) Firm not have been Blacklisting / De-registered by any Govt / Semi Govt./PSU during the last 5 years. (ii) Applicant/firm not involving in any litigation/arbitration or no case pending in any court against them during the last 5 years
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.	Statement of deviations from Tender Documents <b>(Form C)</b>
10.	Experience record of similar works <b>(Form T-II)</b>
11.	Detail of Personnel <b>(Form T-III)</b>
12.	Detail of Resources <b>(Form T-IV)</b>
13.	Financial Data for similar work <b>(Form T-V)</b>
14.	Bill of Quantities <b>(BOQ)</b>

**APPENDIX II****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.



**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: "Provision of Anti Bird Nesting PVC Net in Depot and Main line".**

**To,  
Sr. DGM/E&M,  
Delhi Metro Rail Corporation,  
2<sup>nd</sup> Floor, C Wing 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 **Four months** calculated from the date of Issue of LOA, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with **Clause 4.2 of the General Conditions** of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown **Clause 57.5 of the General Conditions** of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of **120 days** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any tender you may receive.
11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2017

Signature .....

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

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**APPENDIX TO THE FORM OF TENDER**

		Condition of Contract Clause No.
i.	Amount of Bank Guarantee as Performance Security	<b>28.0 of ITT</b>
ii.	Contract Period from the date of issue of LOA	<b>1.1.1 of NIT</b>

Signature of  
authorized  
signatory on behalf  
of Tenderer

Date .....

Name .....

Place .....

Address .....

**PROFORMA FOR STATEMENT OF DEVIATIONS**

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

Sr. No.	Clause	Deviations	Remark (Including justification)	Price adjustment for withdrawal of each deviation/s.

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

Sr. No.	Clause	Deviations	Remark (Including justification)	Price adjustment for withdrawal of each deviation/s.

Signature of Tenderer

**Note**

1. **Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.**
2. **The tenderer shall indicate price adjustment against each deviation, which he shall like to add to the tender price for withdrawing unconditionally his deviations if the same are unacceptable to the Employer.**

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

1. This deed of Guarantee made this day of \_\_\_\_\_ 2017 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 **19 Months (4+12+3)** from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **15 months (12+3) longer than the anticipated expiry date of completion 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 \_\_\_\_\_ 2017 Between **Delhi Metro Rail Corporation Limited, Sr. DGM/E&M, 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 (Except clause 15 - Insurance)
  - (c) Special Conditions of Contract
  - (d) Notice Inviting Tender
  - (e) Specifications & Drawings, if any
  - (f) Bill of Quantities
  - (g) Form of Tender with Appendix
  - (h) Addendums, if any
  - (i) Other conditions agreed to and documented as listed below:
    - (i) Statement of deviations (if applicable)
    - (ii) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\*\_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs\_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

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

6. JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note :

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



**GENERAL INFORMATION**

Notes :

- (i) Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.

1. Names of participating member

(a) .....

2. Address, telephone, telefax, cable numbers

Registered Office

Office for correspondence

(a) ..... ..

(b) ..... ..

(c) ..... ..

3. Contact persons address, telephone etc.

(a) ..... ..

(b) ..... ..

(c) ..... ..

**EXPERIENCERECORD**

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.

**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

**FINANCIAL DATA****Total value work for 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			

**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.**

### 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 Quantities of items shown in the bill of quantities are approximate, and liable to vary during the actual execution of the work. The contractor shall be bound to carry out and complete the stipulated work irrespective of variation in individual items, at the same rate as specified in the bill of quantities subject to variation in the value of the contract being limited to  $\pm 25\%$  of the total original value of the contract.
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's 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. Work under power block can be stopped in emergency at any time during exigencies for which nothing shall be paid extra.
10. The DMRC shall have the right to make minor alterations/additions/ substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized DMRC representative.
11. The contractor shall on request of Engineer-in-charge forthwith remove from the works any person employed thereon by him who in the opinion of Engineer-in-charge may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Engineer-in-charge.
12. The DMRC' General Conditions of Contract are applicable.
13. The tenderer may visit the site before submitting the offer.
14. The work required to be carried out normally during Day time in block section while possiblity of work in Ngiht time during power block in non-revenue hours can not be avoided. Work to be done in Day or Night time depends on Location and Power block.
15. The work shall be carried out in day/night in power block conditions only . 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.
16. 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 CISF, Pass Section, near Station Control Room, Barakhamba road, Metro station and with Permission granted by DMRC, shall be permitted to work for "**Provision of Anti Bird Nesting PVC Net in Depot and Main line**". The successful contractor will have to approach with the list of the Authorized staff along with a set of the Photo ID proof, Address proof at pass section for making of proper identity card.
2. 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.
3. 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**).
4. No T&Ps shall be issued to the contractor. All T&Ps, Instruments, Machines, etc. will be brought by the Contractor only. The cost of all these items shall be borne by the contractor.
5. Labour - No labour shall be provided by DMRC.
6. Transport: No separate charges will be paid for transport.
7. The manpower can also be deployed during OFF days/ holidays / night hours as per site requirements for which nothing shall be paid extra.
8. The DMRC' General Conditions of Contract (Except clause 15 - Insurance) with all amendments will be applicable. Contractors may see GCC in O/o Sr. DGM/E&M, if required.
9. **GCC Clause 11.1.1(i) (SCC Clause 17) may be read as;**  
The contract price subject to any adjustment thereto in accordance with contract conditions shall be inclusive of all taxes like value added tax (VAT), paid under Delhi VAT act 2005 or value added tax (VAT) paid under other state Govt ACT(s), duties, levies, royalties service tax etc or any tax in replacement of such taxes like GST.
10. **GCC Clause 11.1.4 (SCC Clause 18) may be read as;**  
**Change in taxes/Duty**  
Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following at any time after the date of submission of tender:
  - a) Any new tax which is imposed after the due date of submission of tender.
  - b) Change in the rate of any existing tax.
 The contract price shall not be adjusted due to any of the above two conditions and its impact shall be considered covered in the price indices of various components and thus compensated in Price variation Clause. Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian rupees from the last date of submission of tender.  
In case where Price variation is not allowed the contract price shall not be adjusted due to any of the above two conditions and its cost shall be deemed included in the quoted contract price.
11. **The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax (including GST which is likely to be implemented shortly) duty or levy till the completion date including the date of extended period of contract.**
12. If the work is delayed beyond stipulated completion time without justifiable reasons, then penalty @ Rs.2,000/- per week shall be imposed. Maximum penalty shall be 10% of un-finished portion of work.
13. The successful tenderer has to provide the following information required for e-payment.
  - a. Details of your 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

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

ii. **Beneficiary Name:**

iii. **Beneficiary Address:**

Line-1:	
Line-2:	
District / City :	State /UT :
PIN CODE :	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

<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 Deptt)	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	

*(On Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public)*

I, ..... S/o....., proprietor/authorized signatory of M/s.....(name and address of the firm)..... do hereby undertaking that M/s .....(name and address of the firm)..... not involved in any litigation/arbitration or no case pending in any court against them during last 5 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

Annexure-E

*(On Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public)*

I, ..... S/o....., proprietor/authorized signatory of M/s.....(name and address of the firm)..... do hereby undertaking that M/s .....(name and address of the firm)..... , firm have been not blacklisted and deregistered by any Govt./Semi Govt./Public Sector undertaking during the last 5 year.

Place.....

Date.....

Deponent

**VERIFICATION**

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

Verified on.....

Deponent

**Content of BOQ**

Name of Work: **"Provision of Anti Bird Nesting PVC Net in Depot and Main line"**.

<b>S.No</b>	<b>Description of work</b>	<b>Unit</b>	<b>Total Qunatity</b>
1	Fixing of PVC net in B series Mast in all lines (as specified)	<b>Nos.</b>	<b>468</b>
2	Fixing of PVC net in Portal Boom in all lines (as specified)	<b>Nos.</b>	<b>99</b>
3	Fixing of PVC net in TTC Boom in all lines (as specified)	<b>Nos.</b>	<b>117</b>

**Note:** The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax (including GST which is likely to be implemented shortly) duty or levy till the completion date including the date of extended period of contract.