

DMRC/Vig/6/2017/Misc/09

Dated: 14.11.2017

NOTE

Sub: DMRC Compendium of circulars 2017 released during vigilance week 2017

Vigilance Department has prepared the "**Compendium of circulars 2017**", which was unveiled by the Managing Director during the Vigilance Awareness Week-2017.

One copy of the "**Compendium of circulars 2017**" is being forwarded for the use in different Units of the DMRC. A copy of the Manual is also uploaded on intranet.

It is also requested to kindly go through the compendium and give your comments/suggestions, for incorporation in the forthcoming edition.

Syams
14/11/17
Dy.CVO

All EDs/HODs

AGM/IT (For uploading it on Intranet please)



Message from Managing Director

“Information is a source of learning but unless it is organized, processed and available to right people in a format for decision making, it is a burden, not a benefit”

This quote by William Pollard tells us the importance of information being available in organized manner in such a way that it is retrieved easily at will. Otherwise, excessive information is a burden creating confusion.

In office working, various circulars, office-orders, guidelines are issued frequently by different wings of an organization to address issues encountered during planning and execution of works. Normally, these instructions remain scattered and unorganized and therefore out of reach when really needed. These tend to be forgotten also with the lapse of time. In order to make really useful and handy, it is important that all these instructions, office orders, circulars and system improvement are kept at one place, in the form of a book-let.

An effort has been made by the Vigilance Wing to compile all such information in the form of a 'Compendium'. I am sure that this will be found quite useful in day to day working of the officials.

Dr. Mangu Singh



Message from CVO

Circulars, office orders and guidelines are issued by different segments of the Organization to address various issues encountered during planning and execution of works. These remain confined to a particular department and often forgotten with the lapse of time. Therefore, a strong need was being felt to have all these instructions issued by all the departments of Delhi Metro at one place in the form of a 'Compendium' for ready reference.

This compendium consists of various important office orders, circulars and system-improvements issued by Finance, HR, Tender, Planning, Land, Revenue, Operation, Rolling Stock, S&T, Electrical and Vigilance department. This is a compilation of all the directives, policy issues, memoranda circulars, system improvements and other issuances, which have been issued by the Delhi Metro till date. This will become an important document available to all concerned as a ready reckoner.

Although every effort has been made to include all the available content in this compendium, yet the users are expected to look for any other instruction also which might have been left out. They are also expected to inform for including the same in the coming issues of this compendium.

Ghansham Bansal

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ELECTRICAL

Dated: 19.07.2017

CIRCULAR

Sub:- Provision of Electrical Contractor License in Electrical Contracts.

As per clause 29 (1) of CEA Safety regulation 2010 (copy enclosed) all electrical installation works shall be carried out by an electrical contractor licensed in this behalf by the respective state government.

In recent inspections, it is observed that the above requirement for Electrical contractor license has not been followed.

In view of above, it is advised that the above requirement shall be ensured in all tenders and shall be strictly followed for all electrical Installation work in DMRC project and the copy of electrical license issued by the respective state government to the Electrical contractors and subcontractors shall be kept in record before start of execution of Electrical Installation work.

This is issued with the approval of competent authority.

Sd/-
(CEE/Planning)

ED/Elect-I, ED/Elect-II, ED/Traction, CEE/RC-I, CGM/E/RC-II, CEE/UD, CEE/PS-I, CEE/PS-II, CEE/UG, CEE/N-GN, CEE/UG – Traction, GM/E/Kochi, CEE/Jaipur, GM/E/Mumbai

Copy to:-

DE – for kind information, please.

CVO – for kind information, please.

NOTE

Sub: - 3rd Party Testing of LT Cables and Wires for Electrical Contracts.

References: -

- (1) Schedule of Cable Testing Note no. DMRC/Elect./ED-1/Policy Gen./ dated 15.06.16
- (2) 3rd Party LT Cable Testing Policy Note no. DMRC/Elect./ED-1/Policy Gen. dated 12.09.16
- (3) Dy.CVO note no. DMRC/VIG/06/2017/Sys. Imp/Misc/08 dated 27.04.17
- (4) Reply to CVO Note no. DMRC/Elect./ED-1/Policy Gen. dated 30.05.17

1. The procedure for testing of cables, wires and other items (Ref. 2) was circulated to all Electrical HODs with the approval by competent Authority.
2. Vide note referred at (3) above, Vigilance Department have conveyed certain observations on the procedure for testing of cables and wires for ensuring transparency.
3. After getting inputs from Vigilance department vide Ref. (3) above, a meeting of ED/Elect-1 and ED/Traction was held on 15.05.17 with CVO in his chamber to deliberate the subject.
4. Subsequent to discussion with CVO & reply sent to him vide Ref. (4) above, the policy circular dt. 12.09.16 (Ref. 2) above is modified as under-

Step-1:

Cable/Wires are to be sent for testing as per the schedule defined by Committee. (Note no. DMRC/Elect./ED-1/Policy Gen./ dated 15.06.16, vide Ref. 1 above). The identity of the lab shall be kept confidential and no witnessing by Contractor or Manufacturer shall be required.

Step-2:

If the sample passes the test, no further action needed. In case of failure in any/some test/s, Contractor to be intimated regarding the non-compliance to standard and be asked to replace the whole lot for particular size from which the sample was taken for testing.

- a) If the cable/wire sample passes the test, cost of piece of cable/wire sent for testing and cost of testing will be borne by DMRC.
- b) If it gets failed, the cost of the cable sample and cost of testing will be borne by the contractor.

Step-3:

In case Contractor replaces the whole lot for failed size, the subject is closed subject to penalty as mentioned in Step-6 below.

If the Contractor requests for retesting of Cable, then two more samples from the same size and same lot may be sent for testing at Contractor's Cost to a lab other than where 1st sample was tested. For complying to standard none of the sample shall fail in the 2nd testing.

- a) Testing of replaced lot may be asked to know the soundness of replaced lot.
- b) All tests which were performed on 1st sample shall be repeated on both samples in second testing and re-testing will be done at the cost of the contractor.

- c) Name of the lab shall be disclosed to the contractor. The re-testing may be jointly witnessed by representative of DMRC and Contractor if they wish to do so.

Step-4:

If both samples pass the testing, the lot for the selected size is to be considered as complying to standard, no further action is needed.

If any of the samples fails from 2nd testing, the whole lot shall be treated as failed and the Contractor has to replace the lot subject to penalty as mentioned in Step-6 below. Further, the Engineer shall inform the standing committee about the rejection. The committee shall consider the rejection as follows:

- a) In case of first rejection from any of the running contract in DMRC for the particular manufacturer, no action except replacement of particular size from the lot and penalty.
- b) In case of second rejection from any of the running contract in DMRC for the particular manufacturer, de-list the particular manufacturer from approved list of DMRC contracts and also from running contracts of Phase III.
- c) Cost of testing will be borne by the contractor.

Step-5:

In case the Contractor represents that the lot has already been used at site and the replacement is not possible, then Engineer of the Contract may allow the Cable to continue if he is convinced with the contention of Contractor and it is technically suitable to continue with the Cable with suitable recovery from Contractor & imposition of penalty as per Step-6. The decision taken by the Engineer regarding extent of recovery and penalty shall be informed to standing committee.

Step-6:

In case the Contractor replaces the cable, a penalty of at least 10% of BOQ rate of entire failed lot may be imposed (Exact penalty to be decided by Engineer of Contract). In case BOQ rate for supply of Cable is not given in Contract, then 85% of supply, Installation, Testing and Commissioning (SITC) may be taken as supply element in terms of BOCW provisions.

In case the contractor is not able to replace the Cable and requests for continuing with supplied cable and Engineer of Contract considers the Cable technically suitable, a recovery for deficiency in parameters should also be recovered in addition to penalty as mentioned above.

Put up for approval please.

Sd/-
S.N. Agrawal,
CEE/PS-2

Sd/-
Rajesh Chaturvedi,
CEE-PS-1

Sd/-
Manuj Singhal,
CEE/Plg.

Sd/-
Ashok Tewari
CEE/UG-TR

Sd/-
A.K. Rastogi,
CEE/N-GN

Sd/-
Jagdish Kr.,
CGM/RC-2

Sd/-
M.K. Singhal,
ED/TR

Sd/-
A.K. Singh,
ED/Elect-2

Sd/-
A.K. Garg
ED/Elect-1

Approved
(DE)

NOTE

Sub:- Effective execution of works contracts along with pin pointing the responsibilities at individual level.

Ref:- (i) Meeting with AGM/AEL, DGM/UG, Sr.DGM/E/L-6 & Sr.DGM/RC on 04.01.2017.

(ii) This office instructions issued vide note no. DMRC/O&M/Elect/GME/2017/01/02 dated 04.01.2017.

1. The subject item was deliberated during the meeting mentioned under ref., and subsequently certain instruction were issued vide this office note mentioned under ref (ii).
2. The instructions issued vide this office note mentioned under ref (ii) may be treated as null & void, and instead, revised instructions are being issued through this note for implementation with immediate effect.

3. The Revised instructions are detailed below:-

3.1 The technical scope of work (including the inspection details / procedure) and the complete tender document shall be carefully prepared on sound technical basis keeping the organizational interest above all, and, therefore, the master copy of the complete tender document should available as records in the concerned tender file with each page duly signed by all concerned who are involved in the preparation of the complete tender document.

The endorsement of the signatures should be with the clear mention of name & designation of the signatory along with date.

- 3.2** Dy.HOD should ensure that the technical scope of work is not vendor/supplier specific, and the scope of work along with other terms and conditions are well defined in the tender document.
- 3.3** Dy. HOD should also ensure that the test protocols / checks which would be a part of inspection protocol are well defined in the tender document for ensuring that the work during as well as after execution is well capable of being checked for conformance to the specified tender specifications to meet the end goal of work being executed.
- 3.4** The well defined scope of work would make the contractor to submit a reasonably priced tender offer because the contractor would know in advance at the bidding stage itself that there is no escape from the work required to be executed as the same is well defined in the tender document.
- 3.5** The various tests / checks which would be conducted as a part of inspection protocol to check conformance of the work executed to contractual stipulations as well as inspecting person / agency should be clearly specified in the tender document, so that it is clear to the prospective bidders at the bidding stage itself as to what test / agency their work would be subjected to inspection.
- 3.6** Well defined scope of work and inspections protocol / procedure should leave no scope for any kind of ambiguity to both (i.e. DMRC as well as the contractor).

4. Conduct of inspection:

- 4.1** 100% check on each item of the BOQ of each bill (which is being processed for payment to the contractor) is to be conducted at supervisor in charge level in case, the work is getting executed in jurisdiction of 2 or more supervisor in charges, then, respective supervisor in charge will conduct 100% check on each item of the BOQ of the bill which has been executed in the jurisdiction of the concerned Supervisor in charge.

To have clarity and transparency, the Supervisors as well as the AM/Mgr (who will be responsible for execution and inspection of contractual work) for the entire jurisdiction of the contract will be done by the concerned Dy. HOD in writing in the execution file of the concerned contract before the start of work so that all concerned AM/Mgrs as well as Supervisors are well aware of their responsibilities before the start of contractual work.

Depending upon the merit (like importance, critically etc of a particular BOQ item), Dy.HOD will exercise the control for nominating the AM/Mgr for conduct of 100% test check (inspections) of such items from the initial stage of work itself.

Dy.HOD will ensure that one site order book duly page numbered is allotted to each Supervisor (JE/SE/SSE) who is nominated for carrying out the execution of a particular contract with due acknowledgement in a register (there will be only one such register for the entire jurisdiction of the Dy.HOD for all the Supervisors, in which the acknowledgement from the concerned Supervisor would be taken for having received the site order book for a particular contract).

The concerned Supervisor (JE/SE/SSE) will be the custodian of the above site order book, in which the Supervisor in charge will record on daily basis as to what aspect of work execution (along with date, place, time & duration) has been supervised. The above site order book would be contract as well as supervisor specific (which means that each Supervisor in charge will maintain as many separate site order books as the number of contracts which are being executed by the concerned Supervisor).

AM/Mgr should regularly see the above said site order book of supervisors under their jurisdiction and also put their initials along with comments in the above said site order book as a token of having gone through the above. If any improper / adverse observation is noted by the AM/Mgr then the same be recorded in the above said site order book of the concerned supervisor along with directions for appropriate action.

Dy.HOD should also check the above said site order book of supervisors during their inspections and follow the above guidelines given for AMs/Mgrs.

- 4.2** The above would be in addition to the reports / test / checks which are to be carried out as compliance to contractual stipulations of contract agreement. All such reports should have clear mention of date, time, duration & place on which above such reports / tests / checks were carried out to have more accountability in conduct of above.
- 4.3** AM/Mgr will carry out 50% (minimum) sample test check on each item of the BOQ of the bill and 100% test check on each of the non schedule items of the bill (which are introduced later as per need of the site work). If quantity to be checked on the basis of above mentioned minimum percentage comes out to be in fraction (i.e. not whole number), then the quantity to be checked will be the nearest higher whole number.

- 4.4 Dy.HOD will carry out 20% (minimum) sample test check on each item of the BOQ of the bill and 25% (minimum) test check on each of the non schedule items of the bill (which are introduced later as per need of the site work). If quantity to be checked on the basis of above mentioned minimum percentage comes out to be in fraction (i.e. not whole number), then the quantity to be checked will be the nearest higher whole number.
- 4.5 Identification of all the test checks done by Dy.HOD and Mgr/AM shall be recorded in writing in the form of test check report clearly defining the details of equipment & aspect checked with corresponding test results / observations, and the same should be available in tender execution file for the purpose of records and subsequent verifications at any later stage.
- 4.6 The above said test check report of Mgr/AM and Dy.HOD should be submitted with each bill being cleared for payment. Other documents if specified to be submitted with the bill in compliance to contractual stipulations of the Contract Agreement would also be submitted with the bill.

5 Monitoring of various works and maintenance activities related to reliability & safety being executed departmentally (i.e. in house through DMRC's staff and supervisors):-

For exercising checks on effectiveness of works being executed departmentally (i.e. in house through staff & Supervisors of DMRC), each field supervisor shall maintain an official register to record the works supervised by them on daily basis (with clear mention of aspect of work supervised along with date, place, time & duration during which the above recorded aspect of working was checked and the defect / deficiencies noticed). This will be in addition to the maintenance, defect / deficiency and failure investigation records required to be maintained in compliance to various instruction / guidelines (like ACTM, Special Maintenance Instructions, Safety Circulars, Standard operating procedures etc) issued from time to time by the organization.

AM/Mgr should regularly see the above said official register of each of the Supervisor under their jurisdiction and also put their initials along with comments in the above said official register as a token of having gone through the above. If any improper / adverse observation is noted by the AM/Mgr then the same be recorded in the above said official register of the concerned supervisor along with directions for appropriate action.

Dy.HOD should also check the above said official register of supervisors during their inspections and follow the above guidelines given for AMs/ Mgrs.

The above aspect has already been communicated through instructions issued vide note no. DMRC/O&M/Elect/GM/inspection dated 13.10.2013, and the above was further reiterated vide Email dated 13.06.2016 through note no. DMRC/O&M/Elect/GME/INST/2016/06/06/12 to DGM/UG-I, note of even no./13/Rajesh to Sr. DGM/RC. Note of even no./14/Vivek to DGM/UG-II, note of even no./15/Pankaj to CE/APL(Now AGM/AEL), note of even no./16/Gautam to DGM/E/L-6 (Now Sr.DGM/E/L-6) and note of even no./17/Subodh to AGM/TR.

The intent of above along with direction of MD given during HODM was again reiterated vide Email dated 30.08.2016 communicating this office note no. DMRC/O&M/Elect/GME/INST/2016/08/02 dated 30.08.2016.

From the above, it is clear that carrying out inspections and checks on quality of works (whether executed departmentally or contractually) was essentially required even earlier also. Through the

instructions now being issued through this note, clarity in implementation with pin pointing of individuals accountability is the intent.

- 6 It is advised that the instructions issued from time to time are implemented in positive spirit to bring about more transparency as well as accountability in execution of work contracts, and these instructions in no way should cause any harassment & delay in payments to the contractors.
- 7 These instructions will be in addition to the instructions / guidelines already issued by the organization, and in case of any variation/contradiction, the instruction which is more stringent on this important item mentioned in subject shall prevail for implementation.

Any difficulty in implementation of above instructions or any contradiction / ambiguity with existing instructions, may please be put forward in writing to the undersigned.

Sd/-
(GM/E)

Separate copy to:

AGM/TR, AGM/AE:, Sr.DGM/E&M/RC, Sr.DGM/E/L-6, DGM/UG: Dy. HODs are advised that these instructions are acknowledged by all concerned and a copy of the acknowledgment be sent to this office.

GM/F/O&M: For kind information and advising all concerned.

NOTE

Sub:- 3rd Party Testing of LT Cables and Wires for Electrical Contracts.

References:-

- (1) HOD Committee note no. DMRC/Elect./ED-1/Policy Gen. dated 31.12.2015
- (2) Committee Note no. DMRC/Elect./ED-1/Policy Gen./ dated 15.06.2017
- (3) ED/Electrical-II Note No. DMRC/ED/EL-II/LAB TEST/Cable Testing, dated 21.03.2016

1. Vide ref. (1) above, the procedure for testing of cables, wires and other items were circulated to all Electrical HODs with the approval by competent authority.
2. A committee comprising of ED/Elect. I, ED/TR and CEE/PS-I was nominated by DE for finalizing the schedule of random testing of LT cables & wires, mentioning Contract number of each vendor from which sample was to be drawn. The Committee had finalized the Schedule of Testing of LT Cables/ Wires vide ref (2) above.
3. As per the schedule, cables/wires of various makes used under various Contracts were sent for testing by different HODs. Many samples have failed to comply with required standards. It is noted that different units have been following different method of dealing the subject of failure of Cables/Wires.
4. **Para 10 of HOD committee** note vide (1) above describes action to be taken in case a Cable fails during testing. This para states as under:-
 "In case of Cables/Wires failing to comply with the applicable standards as per Contract, Engineer of the Contract is required to initiate suitable action which may inter alia include issue of show cause notice to the vendor, decision on acceptance/rejection of material for the applicable lot, getting retesting done at the cost of Contractor, imposition of penalties and recoveries, if any and blacklisting in case of vendors whose samples have failed on more than one occasion."
5. Even the Standards do not define action to be taken in case of failure in test during a random testing in a general way. In British Standard (BS 6724 and BS 7846); for some of the test, it is mentioned to send two more samples for testing in case one sample fails. For the cable to comply to standard none of the two samples tested later shall fail in the test. However, this provision does not exist in Indian Standards according to which cables for Elevated Stations. Depots and RSS are procured. The provision for testing 2 more samples in case of one sample failure seems to be logical and therefore the same may be followed uniformly for all Cables irrespective of BS or IS standard.
6. To bring uniformity in action taken against the make of Cable/Wire failing to comply with applicable standards, following steps may be followed:-

Step-1:

Cable/Wires are to be sent for testing as per the schedule defined by Committee. (Note No. DMRC/Elect./ED-1/Policy Gen./ dated 15.06.2016, vide ref. (2) above). In line with Clause 4 (iv) of HOD committee note ref. (1) above, the identity of the lab shall be kept confidential and no witnessing by Contractor or Manufacturer shall be required.

Step-2:

If the sample passes the test, no further action needed. In case of failure in any/some test/s. Contractor to be intimated regarding the non-compliance to standard and be asked to replace the whole lot for particular size from which the sample was taken for testing.

- a) If the cable/wire sample passes the test, cost of piece of cable/wire sent for testing and cost of testing will be borne by DMRC.
- b) If it gets failed, the cost of the cable sample and cost of testing will be borne by the contractor vide under ref. (3).

Step-3:

In case Contractor replaces the whole lot for failed size, the subject is closed. If the Contractor requests for retesting of Cable, then DMRC may allow the Contractor to send two more samples from the same size and same lot for testing at Contractor's Cost to a lab other than where 1st sample was tested. For complying to standard none of the sample shall fail in the 2nd testing.

- a) Testing of replaced lot may be asked to know the soundness of replaced lot.
- b) All tests which were performed on 1st sample shall be repeated on both samples in second testing and re-testing will be done at the cost of the contractor vide under ref (3).
- c) Name of the lab shall be disclosed to the contractor. The re-testing may be jointly witnessed by representative of DMRC and Contractor of Manufacturer, if they wish to do so.

Step-4:

If both samples pass the testing, the lot for the selected size is to be considered as complying to standard, no further action is needed.

If any of the samples fails from 2nd testing, the whole lot for the selected size shall be treated as failed and the Contractor shall be asked to replace the lot. Further, the Engineer shall inform the standing committee about the rejection. The committee shall consider the rejection as follows:-

- a) In case of first rejection from any of the running contract in DMRC for the particular manufacturer, no action except replacement of particular size from the lot.
- b) In case of second rejection from any of the running contract in DMRC for the particular manufacturer, de list the particular manufacturer from approved list of DMRC contracts and also from running contracts of Phase III.
- c) Cost of testing will be borne by the contractor vide under ref (3).

Step-5:

In case the Contractor represents that the lot has already been used at site and the replacement is not possible then Engineer of the Contract may allow the Cable to continue if he is convinced with the contention of Contractor and it is technically suitable to continue with the Cable with suitable recovery from Contractor & imposition of penalty. The decision taken by the Engineer regarding extent of recovery and penalty shall be informed to standing committee.

Put for approval please.

Sd/- S.N. Agarwal, CEE/PS-2	Sd/- Rajesh Chaturvedi, CEE/PS-1	Sd/- Jagdish Kr., CEE/RC-2	Sd/- Yatendra Kumar, CEE/UG	Sd/- M.K. Singhal ED/TR
Sd/- Shalabh Goel, CEE/UG-TR	Sd/- A.K. Singh, ED/Elect-2	Sd/- A.K. Garg ED/Elect.-1		

Approved
(DE)

NOTE

Sub:- 3rd Party Testing of LT Cables and Wires for Electrical Contracts.

Ref:- 1) Committee Note no. DMRC/ED-1/Policy Gen. dt. 09.05.2016.

2) ED/Elect. – II Note no. DMRC/ED/Elect.-II/Lab Test/Cable Testing dt. 12.05.2016

3) CEE/UG Note no. 653/CEE/UG/2016 dt. 28.05.2016

Vide ref. (1) the schedule for selection of LT cables for random testing was circulated. ED/Elect-II, vide ref. (2), CEE/UG vide ref. (3) and CEE/RC-2 have submitted certain modifications in the schedule to achieve uniformity across various departments and incorporation of corrections regarding tested cables and makes used. The committee has considered the submissions of ED/Elect-II and CEE/UG and CEE/RC-2. Accordingly, the following modification in the schedule Para (A) and (C) is incorporated:-

A) LT Cables and/wires used in elevated stations & depots of Phase – III.

S. No.	Items	Vendor	Contracts using	Contract no. for drawing initial sample	Contract no. for drawing sample during the course of project
1.	FRLSH XLPE Cable	M/s Havells	CE-01, Lot- 1,2	CE- 01, Lot- 1	CE- 01, Lot- 2

B) LT Cables and / Wires used in elevated stations & depots of Phase-III

S. No.	Items	Vendor	Contracts using	Contract no. for drawing initial sample	Contract no. for drawing sample during the course of project
1.	Non-FS Power & Control Cable.	M/s Polycab	CE-09, Lot-1,3,4, CE-10,11 Lot-2,3	CE-09, Lot-4 (Done) CE-10,11, Lot-3 (Done)	CE-10,11, Lot-2
		M/s Paramount (through M/s Bonton)	CE-10,11 Lot-1,4	CE-10,11 Lot-1	CE-10,11 Lot-4
		M/s Bonton	CE-10,11 Lot-1,3,4	CE-10,11 Lot-1 (Done)	CE-10,11 Lot-3
2.	FS Power & Control Cable.	M/s Polycab	CE-09, Lot-1,3,4, CE-10,11 Lot-2,3	CE-09, Lot-4	CE-10,11, Lot-2

S. No.	Items	Vendor	Contracts using	Contract no. for drawing initial sample	Contract no. for drawing sample during the course of project
		M/s Paramount (through M/s Bonton)	CE-10,11 Lot-1,4	CE-10,11, Lot-4 (Done)	CE-10,11, Lot-1
		M/s Bonton	CE-10,11 Lot-1,3,4	CE-10,11 Lot-1 (Done)	CE-10,11, Lot-3

The other details mentioned in the cable schedule already circulated, remain unchanged. The consolidated revised schedule is enclosed herewith.

Encl: Revised Cable Testing Schedule.

Sd/- Sd/- Sd/-
(ED/Elect-1), (ED/TR), (CEE/PS-I)

Copy to:- (1) DE for kind inf. please.
(2) ED/Elect. I, II, TR for n.a. please.
(3) CEE/RC-2, CEE/PS-1,2, CEE/UG for n.a. please.

A. LT Cables/Wires used in elevated stations & depots of Phase-III

S. No.	Items	Vendor	Contracts using	Contract no. for drawing initial sample	Contract no. for drawing sample during the course of project
1.	FRLSH XLPE Cable	M/s Havells	CE-01 Lot 1,2	CE- 01 Lot 1	CE-01 Lot 2
		M/s KES	CE-01 Lot 2 CE-05 Lot 1	CE-01 Lot 2 (Done) CE- 05 Lot 1 (Done)	CE-01 Lot 2
		M/s Cords Cable	CE-05 Lot 1	CE-05 Lot 1	CE-05 Lot 1
		M/s KEC International	CE-05 Lot 2	CE-05 Lot 2 (Done)	CE-05 Lot 2
2	FRPVC Cable.	M/s KEC International	CE-01 Lot 1	CE-01 Lot 1	CE-01 Lot 1
3	Wires	M/s KEI	CE-01 Lot 1,2 CE-05 Lot 1,2	CE-01 Lot 1,2 (Done) CE-05 Lot 1 (Done)	CE-01 Lot 1
		M/s Havells	CE-01 Lot 2	CE-01 Lot 2	CE-01 Lot 2

B. LT Cables / Wires used in RSS of Phase-III

S. No.	Item	Vendor	Contracts using	Contract no. for drawing initial sample	Contract no. for drawing sample during the course of project
1	Power & Control Cable	M/s Polycab	CE-06 Lot 1	CE-06 Lot 1 (Done)	CE-06 Lot 1
		M/s Special Cables	CE-06 Lot 2	CE-06 Lot 2 (Done)	CE-06 Lot 2

C. LT Cables / Wires used in underground stations of Phase-III

S. No.	Items	Vendor	Contracts using	Contract no. for drawing initial sample	Contract no. for drawing sample during the course of project
1	Non FS Power & Control Cable	M/s KEI	CE-09 Lot 1,2,3 CE-10, 11 Lot 1,2	CE-10,11 Lot 1 (Done) CE-09 Lot 1 (Done)	CE-09 Lot 2
		M/s Polycab	CE-09 Lot 1,3,4 CE-10,11 Lot 2,3	CE-09 Lot 4 (Done) CE-10,11 Lot 3 (Done)	CE-10,11 Lot 2
		M/s Ducab	CE-09 Lot 3	CE-09 Lot 3	CE-09 Lot 3
		M/s Telephonica	CE-09 Lot 3	CE-09 Lot 3	CE-09 Lot 3
		M/s Paramount (through M/s Bonton)	CE-10,11 Lot 1,4	CE-10,11 Lot 1	CE-10,11 Lot 4
		M/s Bonton	CE-10,11 Lot 1,3,4	CE-10,11 Lot 1 (Done)	CE-10,11 Lot 3
2	FS Power & Control Cable	M/s KEI	CE-09 Lot 1,2,3,4 CE-10, 11 Lot 1,2	CE-10,11 Lot 1 (Done) CE-09 Lot 1 (Done)	CE-10,11 Lot 2
		M/s Polycab	CE-09 Lot 1,3,4 CE-10,11 Lot 2,3	CE-09 Lot 4	CE-10,11 Lot 2

S. No.	Items	Vendor	Contracts using	Contract no. for drawing initial sample	Contract no. for drawing sample during the course of project
		M/s Ducab	CE-09 Lot 3	CE-09 Lot 3	CE-09 Lot 3
		M/s Telephonica	CE-09 Lot 3	CE-09 Lot 3	CE-09 Lot 3
		M/s Paramount (through M/s Bonton)	CE-10,11 Lot 1,4	CE-10,11 Lot 4 (Done)	CE-10,11 Lot 1
		M/s Bonton	CE-10,11 Lot 1,3,4	CE-10,11 Lot 1 (Done)	CE-10,11 Lot 3
3	Non FS Wires	M/s KEI	CE-09 Lot 1,3,4	CE-09 Lot 1 (Done)	CE-09 Lot 3
		M/s Polycab	CE-09 Lot 2	CE-09 Lot 2	CE-09 Lot 2
		M/s Bonton	CE-09 Lot 1,3	CE-09 Lot 1	CE-09 Lot 3
4	FS wire	M/s KEI	CE-09 Lot 1,3,4	CE-09 Lot 1 (Done)	CE-09 Lot 4
		M/s Polycab	CE-09 Lot 2	CE-09 Lot 2	CE-09 Lot 2
		M/s Bonton	CE-09 Lot 1,3	CE-09 Lot 3	CE-09 Lot 1

Sd/-
ED/Elect-1,

Sd/-
ED/TR,

Sd/-
CEE/PS-I

NOTE**Sub: -3rd Party Testing of LT Cables and Wires for Electrical Contracts.**

Ref:- (1) CVO note no. DMRC/VIG/2013/Sys. Imp/Misc/08 dated 18.04.2013.

(2) CVO note no. DMRC/VIG/6/MISC/2014/Sys. Imp./08 dated 09.05.2014.

1. The issue of 3rd Party Testing of Cables and Wires has been under deliberation for quite some time. During Phase-II, preventive checks by Vigilance, the samples were found to fail in some of the tests. The same have already been brought out by CVO in note ref. (1) above.
2. Vide references (1) and (2), CVO had advised field units for undertaking preventive checks through 3rd Party independent reputed labs in India and abroad by collecting random samples at frequent intervals and repeating type tests for cables where quantity exceeds 25 Km. A number of correspondences between field units and vigilance had taken place on the matter but still few issues require clarity.
3. The subject matter has been discussed and deliberated taking into consideration the issues of Phase-II, preventive checks advised by CVO vide reference (1) & (2), contract conditions in various Electrical Contracts and test procedures enumerated in various relevant standards for LT Cables & Wires of E&M / ECS contracts for Underground and Elevated stations & Depots.
4. The following random testing procedure will be followed as a preventive check mechanism for LT cables and wires being procured for Phase – III under various E&M / ECS contracts for Underground and Elevated Station works, Depot and RSS works.
 - (i) The random testing shall be carried out from a reputed 3rd party lab in India viz CPRI, ERDA, Shriram Lab (for cables tested as per IS).
 - (ii) Since, vendors of cables and wires may be common across various contracts; the sample selection shall be done from material supplied to any of the contracts of a vendor for a type of cable/wire (samples to be drawn only from one contract). A schedule of random testing of cables and wires, mentioning contracts of each vendor from which sample is to be drawn, shall be finalized by a committee of Electrical HODs comprising of ED/Elect-1, ED/TR and CEE/PS-1. The information of schedule to be followed shall be kept confidential.
 - (iii) Since random testing of cables & wires is being considered as an additional preventive check mechanism over and above the type testing/routine testing carried out by various vendors, the cost of such a testing cannot be considered as contractor's liability as per existing contract clause 7.5 of GCC and clause 4.2 of General scope of work (for underground works) and therefore shall be borne by DMRC.
 - (iv) The collection of sample shall be done in the presence of representatives of DMRC Project, concerned contractor & vendor. The identity of lab shall be kept confidential.
 - (v) All Tests (Type, Sampling/Acceptance and Routine tests) to be carried out on selected sample shall be as per applicable standards mentioned in the contract from which the sample is drawn.

5. Conforming main standards of cables/wires used across various installations are
 - (i) BS 7846 (for FS Cables used in U/G stations)
 - (ii) BS 6724 (For LSZH Cables used in U/G stations)
 - (iii) BS 7211: replaced by BS 50525-3-41 (For non-FS type wires used in U/G stations) and BS 6367 for FS type wires.
 - (iv) IS 694, IS 7098 (Pt-1) (For Elevated stations, Depots and RSS).

6. Various standards specify following sampling criteria for selection of samples for type testing of cables and wires:-
 - (i) For FS power and auxiliary cables complying to BS 7846, the cables of smallest conductor size with the smallest number of cores and the largest conductor size with largest number of cores should be tested.
 - (ii) For Non-FS power and auxiliary cables conforming to BS 6724, the type test may be performed on any one sample of cable having copper conductor and any one sample of cable having solid aluminium conductor.
 - (iii) For Non-FS wires conforming to BS 50525-3-41 (earlier BS 7211) and FS wires conforming to BS 6387, no such norm for sample selection for type testing as mentioned in the BS.
 - (iv) No sampling procedure is available for type testing of cables for establishing conformity to the Indian standard (for Elevated station, Depot and RSS works).

7. Based on the requirements brought out in BS/IS as per discussion in para 6 and to ensure randomness of sample selection, the following sample selection criteria shall be followed for cables/wires for U.G/Elevated Stations Depots and RSS:-
 - (i) For FS cables one sample shall be selected from any of the sizes of power on auxiliary cables.
 - (ii) For Non-FS cables one sample shall be selected from any of the sizes of Non-FS power and auxiliary cables.
 - (iii) For Non-FS wires and FS wires, one sample each shall be selected from any of the available sizes of Non-FS and FS wires.
 - (iv) For Cables and wires conforming to IS (for Elevated, Depot and RSS works) one sample each shall be selected from any of the sizes of cables and wires.

The sizes to be selected shall be at the sole discretion of Engineer of the contract Additional samples can also be selected at the discretion of Engineer of contract.

8. Normally, effective duration of any contract is 18 months from start of receipt of material to ROD. The random testing for each vendor shall be undertaken on two occasions – first at the beginning of receipt of supplies and the second one during the course of the project at the discretion of Engineer (say after 10-12 months). Since, the testing has been repeated during the course of the project, the need for further repeating the tests for quantities more than 25 Km is not required. It is also observed that if 25 Km criteria is adopted, all sizes of cables will have to be tested which is

not practical and will be too expensive. Thus, to optimize the cost of testing and to ensure consistency of quality, the criteria for testing on two occasions for each vendor have been worked out.

9. A sample of cable of one of the vendors for U/G works has been tested from a reputed lab abroad. The cost of carrying out complete test as per applicable standards for a FS cable in a foreign lab is approximately ₹ 11 lakhs while the cost of the same in Indian Lab is approximately ₹ 3.5 lakhs. Since, the cost of testing has to be borne by DMRC and is very high in case of foreign lab; it is not desirable to send further samples abroad.
10. In case of cables/wires failing to comply with the applicable standards as per contract, Engineer of the contract is required to initiate suitable action which may inter alia include issue of show cause notice to the vendor, decision on acceptance/rejection of material for the applicable lot, getting retesting done at the cost of contractor, imposition of penalty and recoveries, if any and blacklisting in case of vendors whose samples have failed on more than one occasion.
11. CVO's note dated 09.05.2014 mentions the requirement of type test/routine test schedule for items such as LT Panels, cables, wires, transformers, breakers, fixtures, pumps for each contract. Items such as Cable/Wires are manufacturer as per specific requirements of DMRC and may not be used in general. So random testing may be justified. But items like panels, Switchgears or breakers, transformers, pumps are standard items, being manufactured and used throughout the industry. Thus, there is no need to carryout separate type tests for such items and only routine test/performance tests are required to be performed on these items. Routine test for such critical items are performed as part of FAT as a standard practice and the same are progressively being carried out across various contracts.

Put up for approval please.

Sd/-
S.N. Agrawal,
CEE/PS-2

Sd/-
Rajesh Chaturvedi,
CEE/PS-1

Sd/-
Jagdish Kr.,
CEE/RC-2

Sd/-
Yatinder Kr.,
CEE/UG

Sd/-
M.K. Singhal
ED/TR

Sd/-
Shalabh Goel,
CEE/UG-TR

Sd/-
A.K. Singh,
ED/Elect-2

Sd/-
A.K. Garg
ED/Elect.-1

Approved
(DE)

NOTE

Sub:- Type test report of LV Main Distribution Boards – E&M and ECS-TVS Application of Underground Stations.

Ref:- 1) Vigilance Note No. DMRC/Vig./6/2014/PC/09 dated 30.05.2014

2) Vigilance Note No. DMRC/Vig./6/2013/PC/06 dated 27.05.2014

LV Distribution Boards for E&M and ECS application are under finalization for underground sections by different HODs. For this, type test reports review, Factory Acceptance Test (FAT) formats are under finalization by HODs.

There are certain changes in the technical specification of above mentioned Distribution Boards in Phase – III as compared to Phase – II specification Relevant standard i.e. IEC 60439 has also under gone change. Vigilance has also pointed out certain deficiencies in the technical proposals submitted by various contractors.

The specifications for both E&M and ECS distribution boards have been studied following points shall be kept in mind while approving vendors, technical submittals.

1. In Phase – 3 tenders, originally condition of maximum temperature of bus bars and bus connection to be less than 900 C was mentioned in both E&M and ECS tenders but at the pre bid stage it was relaxed to as per IEC 61439 i.e. 1400 C max temperature (1050 C temperature rise) on bus bars and bus connections only in E&M tenders. However, the condition of 900C continued in ECS tender.
 - (i) The issue of ambient temperature is dealt in different clauses in the contract. The extract of the same is the following:
 - (a) General scope of work in Technical Specification of E&M and ECS Contract Clause E00.18.2 & A00.18.2 respectively mentions that, switchboards, cables, equipments, components and all other electrical equipments shall be rated for operation in ambient temperature of 500 C and humidity up to 75%.
 - (b) The General Specifications (Cl 1.12.4), which is same for both E&M and ECS contract mentions an ambient temperature of 300 C for ventilated rooms where switchboards are generally placed.
 - (c) As per clause E01. 3.1.4 and A15.3.1.4 of Technical Specifications for E&M and ECS contracts respectively, the design temperature of the equipment provided in the main low voltage switchboards shall be +500 C. The relative humidity shall be 75% at a temperature of +500 C.

Clause 1.5 of GCC mentions the priority of documents list and is common for both the contracts. The terms Technical Specifications and General Specifications are not mentioned in the priority list. So, Prioritization is not clear.

- (ii) Further as per E&M Contract, in the pre-bid queries, it is clarified as additional instructions to bidders that the maximum temperature rise on the bus bars and the bus connections shall be as per latest applicable IEC which is 105K at a mean ambient temperature of 350 C as per IEC 61439. Since, pre and post-bid proceeds have higher priority than any of the tender documents, in case of E&M, the temperature rise requirements shall be as per IEC 61439.

However, the ambient temperature for sizing and de-rating of equipment viz. breakers, etc. shall be 500 C (Clause E00.18.5 & 18.2 of E&M contract CE-09).

- (iii) In the ECS Contract, as per clause 15.3.6.10 of Technical Specifications, the maximum temperature of Bus-bars and bus connections shall not exceed 900 C. This should be based on ambient temperature of 300 C as per GS which implies that the temperature rise of 600 C is permitted. This test is not as per IEC.

Indian labs are not equipped with creation of required ambient temperature and they conduct tests at actual ambient temperature prevailing on the day. For the purpose of this test, temperature rise of 600 C should be permitted. For example, if ambient temperature on the day test is 250 C then adding 600 C rise, the maximum temperature should not exceed $25 + 60 = 850$ C.

However, ambient temperature for sizing and de-rating of equipment viz. breaker etc. shall be 500 C (Clause A00.18.2 of ECS-TVS contract CE-10 & 11).

2. As far as current density is concerned there was no mention of this in Phase – 2 tenders of ECS and E&M. In Phase – 3 also there is no such condition in E&M contracts. However, for ECS contracts the condition of current density of 1.2 A per sq.mm has been mentioned only in panels DB 170/270. Therefore, this requirement of 1.2 A per sq. mm will not apply to other panels.

In DB 170/270 (Chiller plant panel), the panels given by manufacturer are as per the type tested design as per IEC 61439 having current density of 1.25 A/sq.mm, which is when corrected up to second decimal will be 1.2 A/sq mm. Hence, the current density from 1.2 to 1.25 A/sq mm will be taken as 1.2 A/Sq mm. This may be acceptable.

3. The tender specifications for E&M and ECS contracts require panels as per IP-54. The manufacturers have to restrict temperature rise to 600 C (ECS-TVS) or 1400 C maximum temperature (E&M) with IP-54 rating. Vigilance has objected that some of the manufacturers are achieving this by providing a fan. It is noted that there is no restriction on use cooling fan/louvers in the panels provided IP-54 is maintained.

Clause E 1.3.3.10 of the Technical Specifications of Panels states 'Adequate arrangements for air circulation shall be made within each compartment of LVSBs. The contractor shall ensure that the internal temperature of the LVSBs will be well within the operating ranges as specified by IEC 61439-1 of all electrical and electronic components including switchgear, control gear, bus bars, relays, wiring and timers inside the LVSBs.

Hence, there is not restriction on using cooling fan in the panels provided IP-54 is maintained.

4. It is further noted that in Phase – 2 contracts IEC 60439 was mentioned in E&M and ECS contract, which has now been replaced with new IEC 61439. The main difference between these two IECs is that in the new IEC many parameters can be proved through comparison or calculation also and not by testing only. Therefore, the manufacturers are free to provide design verification for certain parameters through comparison or calculation also.

In this connection, it is proposed that since actual physical testing has been replaced with comparison or calculation, this may be allowed. In this connection, M/s Neptune-Elsteel & M/s Tricolite (CE-09 Lot 01), M/s L&T for E&M (CE-09 Lot-2) & M/s. Schneider (Adiec and Tricolite) for ECS (CE-10 & 11 Lot-2) have submitted a table indicating how the requirements of IEC 61439 would be complied for reference.

5. Vigilance has also raised issues on fault level in some of the panels. In this connection it is noted that as per Para- 11 of Annexure-D of new IEC 61439 this can be proved either through actual test or through comparison. Therefore, it should be acceptable.
6. Vigilance has also observed that as per clause number-A 15.3.24.2.q of technical specification, certificate regarding total discrimination has to be submitted from acceptable, accredited, reputed laboratory. This clause also requires that the make of ACB, MCCB and MCB should be same to achieve discrimination.

In this connection, it is noted that generally the discrimination is verified by looking at their characteristic graphs. Different manufacturers have their own software through which they demonstrate the total discrimination. Therefore, there is no need for any certificate from a lab in this regard. Moreover, the specification also gives discretion to Engineer's representative whether to take this certificate or not.

However, discrimination may be difficult to check where the E&M contractor is using different make of switchgear than the ECS contractor. In such case both the switchgear manufacturers should coordinate to prove total discrimination to the satisfaction of Engineer of contract.

7. Vigilance has further requested for submission of type test reports of various components of LT Panel and switchgear like ACB, MCCB and MCB etc. In this connection, it is clarified that DMRC is buying switchgear from reputed makes like Schneider, ABB, L&T and Siemens etc. All these manufacturers manufacture the switchgear as per relevant IEC. There is no reason for doubt on this account. It is not practically possible to collect type test report of all input material used for manufacturing of any particular item. Moreover, we are not equipped to go through such voluminous papers. In this connection, it is proposed that DMRC may insist on a certificate from switchgear manufacturer stating that the switchgear is as per relevant IEC, which generally is supposed to be a part of technical submittals.
8. Vigilance has observed that all the electrical equipment to be supplied should be in compliance to Vibration Test as mentioned in DMRC General Specifications Clause 2.2 and 2.3 of Appendix 5 of GS. It is clarified that the tests mentioned in the GS are general in nature and specific type tests

are carried out based on reference standards of the particular equipment as mentioned in the Technical Specifications. In case of LT Panels, the reference standard is IEC 61439 and as per this IEC, there is no requirement of Vibration test.

9. Similarly, Vigilance is also requesting type test reports of other material like insulation material used in bus bar joint, shrouds etc. Again it is not possible to collect type test report of all incoming material. The contract also does not require this.

DE is requested to approve above procedure so that the same can be followed by all concerned HODs.

Sd/-
(YATENDRA KUMAR),
CEE/UG

Sd/-
(A. K. Singh),
ED/Elect-II

Sd/-
(A. K. Garg)
ED/Elect-I

Approved
(DE)

FINANCE

Office Order No. 19

Sub: -Handling of matters relating to tendering and contract management.

Finance officials of O&M wing as member of Tender Committee and also while financial vetting of revenue/ expenditure proposals are required to refer to important guidelines on the subject contained in the (i) GCC (ii) Manual for contract works (iii) SOP on Expenditure & Revenue matters of O&M.

The following important requirements relating tendering & financial vetting may please always be given special attention:-

- (1) Entries of bids in the Tender Opening Register.
- (2) Records of Tender EMD submissions.
- (3) Administrative approval to new projects/proposed to be undertaken & budgetary allocation in regard to the same.
- (4) Availability of budget for activities being undertaken during the year.
- (5) Allocation of expenditure to 'project' & 'operations' wing and also allocation between 'capital' & 'revenue' expenditure.
- (6) In all financial proposals, recording of authority under whose powers of acceptance estimates/ Tender Bids/contract agreements shall fall as per the SOP.

Suitable directions may please be issued to all concerned officials under your control so that adherence of laid down guidelines is ensured in each and every proposal.

Sd/-
GM/F (O&M)

All finance executives.

Sr. AGM/F/O&M, DGM/F/Exp., DGM/F/PB

C/- PS to DO

NOTE

Sub: - Issue of PACs – Schedule of Powers.

As per the existing schedule of powers on Stores matters PAC can be issued by officers of Sr. Scale and above. The procedure for calling tenders of PAC articles has been further simplified vide recent modifications in the SOP and now once PAC certificate is issued by a competent authority, the office of COS is authorised to take further action in regard to procurement of PAC article on single tender basis.

Monthly review of these PAC transactions can be carried out by the Department concerned to ensure that procurement actions are based on consolidated demand and also PAC list is getting updated regularly.

For further consideration please.

Sd/-
(GM/F/O&M)

All HODs (O&M) wing

Copy for information and future reference to:-

Sr. AGM/F/O&M, DGM/F/Exp., DGM/F/PB, Mgr./F/Stores, AM/F/Stores, AA/Stores, GM/F/O&M

Reg: Procurement of Stores Items

During finalization of stores procurement proposal/tenders certain issues relating to cost comparatives; exchange variations; quantum purchase; PAC certifications etc. are repeatedly getting raised and needful clarifications/directions are being given in such cases on case to case basis.

However, all finance officials vetting stores procurement proposals are expected to go through guidelines contained in the under mentioned important documents/circulars on stores procurement:-

- (a) Procurement manual.
- (b) GCC – Stores Department.
- (c) Joint Accounts & Executive, Procedure Order dated 27.02.2015 on Stores management.
- (d) Revised/updated SOP on Stores matters.

As brought out in the above documents, following important guidelines needs to be given due attention while vetting stores proposals/tenders:-

- (i)
 - (a) In procurement proposals including procurement on PAC basis, all elements of cost are to be taken into account.
 - (b) To check reasonableness of the rates, it is not merely enough to compare current rates with the previously accepted rates; especially, if previous tender happens to be a limited one. A check on the current market rates, quantitative discounts, circumstance of the previous procurement action would also be needed.
 - (c) Contracts for supply of imported equipments/goods are subject to customs duty/foreign exchange fluctuations and contracts of locally manufactured goods and are subject to GST and other duties & tax.
 - (d) Normally, in any supply contract, delivery will not be complete and property in stores shall not pass on to DMRC until and unless stores are inspected and accepted by the nominated official/agency as per contract.
 - (e) Credentials: manufacturing capability; quality control systems; past performance; after-sales service; financial background etc. of the supplier(s) needs to carefully verified before getting them registered for any new supply items or for expanding the existing list of suppliers.
- (ii) Any public procurement process must conform to the following yardsticks:-
 - (a) Specifications in terms of quality, type etc.
 - (b) Invitation of offer through a fair, transparent and reasonable procedure;
 - (c) Selected offer adequately meets the requirement of user department in all respect;
 - (d) Price of the selected offer is reasonable and consistent with the quantity required.

- (e) Term & conditions are transparent and related financial implications are known both to the purchaser & the seller.
- (iii) While finalizing procurement action in regard to precious materials and metals, the following comparative analysis may be required:-
 - (a) Comparison of statutory dues & concessions prevailing at the time of LAR and in the current period
 - (b) Quantum of work/supply involved
 - (c) Prevailing market competition.
 - (d) Special circumstances prevailing in relevant time.
 - (e) Comparison of rates captured in the LAR with the current market rates.
- (iv) In each and every case of indent vetting corresponding budget is to be released from the total budget allotments for the year. In case requirements are to be met from unutilized budget of the previous year, the user department is required to link these carried forward Budget allotments at the indent vetting stage.
- (v) Central Purchase Centre of stores Department is required to ensure compliance of Finance checklist (Annexure 'A') while forwarding proposals for vetting.
- (vi) There are certain stock items, requirement of which vary as per IOH & POH plans in hand during the year. These items are to be treated as Special Stock item.
- (vii) Store Deptt. is required to communicate user departments pending PRs of more than two years old and seek confirmation as to whether the said material will be procured or destocked.
- (viii) Any Developmental order is normally restricted to 20% of the total quantity under procurement.

The above detailed guidelines/circulars may be reiterated to all concerned finance officials for their continual reference to these guidelines/circulars while vetting store procurement proposals.

Sd/-
(GM/F/O&M)

Sd/-
(AM/F/Stores)

Sd/-
(Manager/F/Stores)

Sd/-
(Sr. AGM/F)

Sub- Joint procedure order for timely availability of stock items

Ref: MOM issued by DO vide letter No. DMRC/O&M/DO/M.F. dated 03.02.2015

1. Procurement planning of different types of stock items

1.1 Regular Stock Item

- 1.1.1 For these items EAC shall be fixed by user duly approved by Competent Authority as per SOP.
- 1.1.2 First three years procurement planning will be done as per EAC given by the user and after that EAC will be decided on average consumption of last three years.
- 1.1.3 Calculation for Material Requirement shall be following:-

$$\text{Material Requirement} = \text{Requirement for Contract Period} + \text{Requirement for interim period} + \text{buffer stock} - \text{stock in hand} - \text{covered dues} - \text{uncovered dues}.$$
- 1.1.4 As per formula mentioned at 1.1.3, PR will be generated after clubbing the requirements of all the line for the particular item.
- 1.1.5 There will be no need to consult the user department for procurement planning. If there is any change in EAC, user department will inform suomoto in advance (2 months earlier than PR generation calendar).

1.2 Special Stock Item

- 1.2.1 There are certain stock items, which requirement varies as per IOH & POH plan. These items will be treated as Special Stock Item.
- 1.2.2 Material planning for Special Stock Item shall be done by user department as per forecast of IOH & POH requirement in consultation with Store Department.
- 1.2.3 Store Department will suggest Interim Period/Lead time for material procurement planning for Special stock Items.
- 1.2.4 Stores will calculate material requirement as per following formula:

$$\text{Material requirement} = \text{As advised by user}.$$
- 1.2.5 As per above formula, PR will be generated after clubbing the requirements of all the lines for particular item.

1.3 Emergency stock item

- 1.3.1 The stock items which are not required on regular basis but its non availability can affect the maintenance work, such item should be declared as Emergency Stock Item by user. Procurements Planning should be done on the basis of minimum and maximum requirement given by the end user.
- 1.3.2 For Emergency Stock Items, Store will calculate the material requirement at minimum stock level as per following formula:

$$\text{Material requirement} = \text{Maximum stock} - \text{Minimum Stock/stock in hand} - \text{Covered Dues} - \text{Uncovered Dues}$$

1.4 Suspense stock item

- 1.4.1 The Stock items handed over by Project wing at Zero value, the non-moving and surplus items etc. will be considered as Suspense stock item. These items should be declared as 'Suspense Stock' Item by the user since these are not required for the time being and procurement planning should be kept in abeyance till further advice by the user.
- 1.4.2 During revival of suspense stock by the user, the user shall define whether the stock will be regular or Special Stock.
- 1.4.3 The user shall also certify the EAC, and rates.
- 1.4.4 The material requirement will be decided based on categorization of stock (Regular Stock/Special Stock).

2.0 Disposal of PR pending more than two years.

- 2.1 Store Deptt. will identify the pending PRs more than two years old and send it to user for further action.
- 2.2 User will decide whether the material will be procured or destocked or to be put under Suspense Stock Item.

3.0 Buffer Stock

- 3.1 To decide the Buffer Stock the category of store should be defined as ABC and VED (Vital, Essential and Desirable).
- 3.2 The buffer period for ABC items shall be decided by Store Deptt. and VED item and its buffer period shall be decided by user.
- 3.3 The following period of buffer stock should be maintained category-wise.
 - A. Category items – One month period.
 - B. Category items – Three months period.
 - C. Category items – Six months period.
 - V. Category items – Six months period.
 - E. Category items – Three months period.
 - D. Category items – One month period
- 3.4 In case of conflict, the higher buffer period will prevail.

4.0 Clubbing of PRs

- 4.1 Finance (O&M) has issued a check list for vetting of PR (Enclosed).
- 4.2 Centralized Material Planning Cell (CPMC) of Store Deptt. shall generate PR based on the formula mentioned at para 1.1.3, 1.2.4, 1.3.2 and submit the PRs to Central Procurement Cell (CPC) at Metro Bhawan. CPC shall club all the PRs of similar items and will send to Finance (O&M) along with proposal for vetting the proposed mode of tendering.
- 4.3 The CPC shall ensure compliance of check list and countersign on it along with clubbed PRs/PR.
- 4.4 After vetting of PR/clubbed PR, approval of competent authority will be taken for mode of tendering.

5.0 Non-Refusal of Material Requisition for issue of Stock items

Depot shall not refuse any material requisition for issue of stock items. It will be responsibility of Deptt. Store Incharge to arrange the material based on pending requisition.

6.0 Emergency Purchase

In case of operational urgency of stock due to failure of supplier or any other reason, Stores Department can process Emergency Purchase for three months requirement (one-fourth of EAC) without vetted indent on the basis of certification of HOD regarding urgent requirement. This procurement will have time preference. Regarding this there should be special provision in SOP. This will be resorted to seldom. Once done corrective action is to be taken.

7.0 Adhoc Stock Demand

- 7.1 Any additional requirement more than EAC should be covered by vetted Adhoc demand.
- 7.2 This demand should be generated by user department.

8.0 Quantity variation

All the purchase order for stock items will be placed with quantity variation clause + /-25% and this provision shall be clearly indicated in the tender for stock items.

9.0 Staggered Delivery

Delivery for the stock items shall be taken in staggered lots (staggered delivery) for the following types of stores:

- a) 'A' and 'B' category items.
- b) Items having self life less than one year.
- c) Where MOQ is must to reduce the cost.

10.0 Rate Contract

- 10.1 Efforts should be made to enter into the Rate Contract for a period of One/two years/three years for items which are regularly required on PAC basis, or other important items identified by user.
- 10.2 Before going for rate contract, advice of user shall be taken.
- 10.3 Generally, the quantity under PAC rate contract should be restricted to 80% of EAC and efforts should be taken to develop new vendors as per para 18.0.

11. Meeting related Periodical Review of Stock items

The review meeting for planning of stock items and to ensure the availability of stock items, there will be monthly meeting at depot level, three monthly meeting at Dy.HOD level and meeting at HOD level will be on half yearly basis on the following issues-

- On availability of critical item
- Consumption more than the EAC
- Non-moving/slow-moving items
- Non-moving self life items
- Budget requirement
- Development of important items

- Issues related to Goods Receipt/Invoice Verification (GR/IV)
- Bottleneck or delay in processing of PRs.

12. Budget Provision

Provision of budget for stock item will be responsibility of user department.

13. Non-Stock Items

13.1 Items which are supposed to be consumed within a year or having small value (consumption not more than ₹ 2, 00,000/- yearly) and are required on, needs basis are to be considered as non-stock items.

13.2 Reasons shall be recorded for purchase as non-stock basis. Non-Stock certification of materials shall be taken from Dy. COS/DCOS/ACOS/Depot In-charge.

14. Improvement in SAP

Certain improvement is required in SAP to monitor the position of stock items for which detailed list will be prepared by store and a separate note shall be moved.

15. Calendar for PR generation Group wise

The Store shall inform user department a tentative calendar schedule of generation of PR for the financial year ahead in the month of March.

16. Inspection Time for supplied Material

Inspection of supplied material at Depot should be completed within seven working days after date of offering of the material for inspection.

17. Development of new vendors

17.1 Development of new vendors for imported items

The addition of new vendors for imported items will be decided as per indigenization policy.

17.2 Development of new vendors for which indigenous source is available.

17.2.1 Development order for new vendors should be restricted to maximum 20%.

17.2.2 New vendors for developmental order shall be decided as per following

- * Vital items: With the approval of concerned Director
- * Essential items: With approval of concerned HOD or COS can also approve new Vendor in consultation with concerned HOD.
- * Desirable items: With approval from Dy. HOD of use or Dy. COS.

Sd/-
(Amarendra Kumar)
COS

Sd/-
(O.H. Pande)
ED/RS/O&M

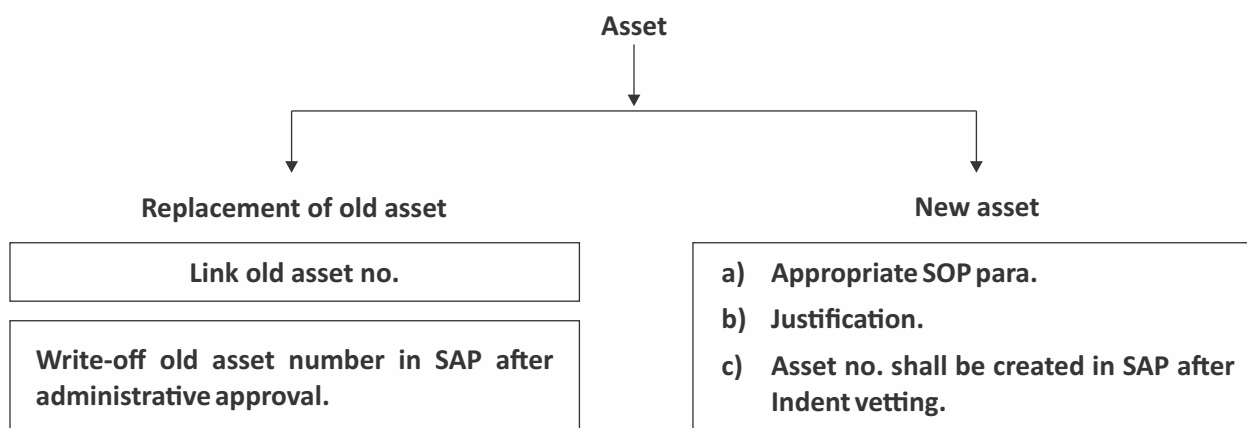
Sd/-
(R.K. Mitra)
GM/F/O&M

Approved-
(DO)

Checklist for Concurrence and Vetting of Finance Proposals (Stores)

For the purpose of concurrence and vetting of finance proposals of stores procurement along-with Estimates, Brief Notes, Tender Calling, Purchase Requisitions, Purchase Orders, Sale Orders, Indent, Comparative Rate Statement. LOA etc. Checklists are as follows;

- 1) Basis of requisition and justification of quantity.
- 2) Approval of competent authority for all type of estimated annual consumption.
- 3) Acceptance of quotation by executive level.
- 4) Reasonability of rate on budgetary quote. Not required in case of LPR/LAR (PO) (Last Purchase / Accepted rate) not more than 4 years.
- 5) PAC/non-PAC basis with certificate as per SOP para.
- 6) Nature of items (Assets/Consumables). For assets old asset no. shall be linked.



- 7) Budget head location wise must be specified with control no.
- 8) In case of insufficient fund in one line, approval shall be taken from OD for utilizing from other line.
- 9) Non-Stock Certification by Dy. COS/DCOS.
- 10) Confirmation from users that the material shall be consumed within one year.
- 11) Proposals must be routed through HOD if approval of DO is required.
- 12) Reasonable buy back amount shall be considered in case of buy back option.
- 13) Checking of calculation figure-wise along-with prevailing taxes (excise, custom, service tax, CST, VAT).
- 14) Indent vetting only when competitive authority accorded the approval as per SOP.

Office Order No. 015**Sub: -Guidelines in regard to management of Performance Guarantee.**

- (1) Procedural Guidelines in regard to management of performance guarantee (BGs) have been issued vide circulars dated 18th September, 2012 (copy enclosed). Similar guidelines have also been issued by other wings of Finance Department.

Please ensure that these guidelines are adhered to in day-to-day handling of Bank Guarantees in keeping with the latest instructions issued by the Contract Section/ED/Finance vide circulars dated 01.08.2016, 10.08.2016 & 06.04.2017 (copies enclosed).

Please also ensure that following safeguards are taken in the handling of bank guarantee matters:

- (a) All BGs taken in custody have to be in acceptable form and incorporate terms and conditions agreed in the contract.
- (b) Only nominated Executive Officer handle original bank guarantees.
- (c) Bank guarantees are kept in the safe provided for the purpose. In the event of nominated officer going on long leave/Dy. HOD concerned ensure proper handing over of records to new officer nominated in his place.
- (d) Confirmations in regard to BGs are taken as per procedure laid down in ED/Finance circular dated 01.08.2016.
- (e) Contractual Provisions in regard to Bank guarantee (Performance Guarantee) are kept in view while processing cases for extension, release, value enhancement and confirmation of BGs.
- (f) Only soft copies of BG are shared with staff handling contracts.
- (g) Three months advance list of BGs expiring/BGs requiring enhancement are circulated regularly to the concerned HODs/Dy. HODs in the first week of every month.
- (h) Encashment of BGs is always be done as per recommendation of competent authority defined in the SOP and carried of by the joint team of Executive & Finance Officers nominated for this task.
- (i) Close co-ordination is maintained with the Departments as well as Bank Authority in handling matters relating to bank guarantees.
- (j) Laid down procedure for encashment of BGs is followed and advance notices to be served with the concerned scheduled commercial bank at least two (2) weeks in advance through "Speed Post" as well as official e-mail/fax.
- (k) Records of BGs are maintained up to date and in standard approved formats by Finance Officer concerned.

- (l) Proper handing over / taking over of BGs takes place in the presence of Dy. HOD concerned. In the event of transfer/Nominated finance officer.
- (m) Dy. HOD concerned maintain upto date statement of BGs and records (soft copies) of BGs in their custody on concurrent basis.

May please forward your suggestions for improvement in the present procedure so that the same is strengthened further and there is no ambiguity while implementing extant guidelines on this issue.

Sd/-
GM/F (O&M)

Encl: As above

Sr. AGM/F/O&M, DGM/F/Exp., DGM/F/PB

NOTE

Sub: - Procedure for “Handing Over Note”.

It has been observed that outgoing finance officers are not preparing Handing Over Note in detail and as a result the incoming officer remains unaware of the various important issues which he/she is suppose to dispose off on priority.

In view of this shortcoming, it is desired that whenever a Finance officer is relieved of his charge either on superannuation or due to transfer or leaving the organization, he should prepare a detail Handing Over Note listing duties/responsibilities of the officer, list of files under his/her control and various items of work which require immediate attention of the incoming officer.

The list should inter alia contain the details of the following:-

- Details of Bank Guarantees, if any,
- Funds position,
- Trust, if any under his/her charge,
- Position of legal cases,
- Pending cases require attention,
- FDs, if any under his/her charge,
- Cheque Books if any under his/her charge,
- Any other important item.

These instructions should be followed with immediate effect in letter and spirit. In case of any deviation, the outgoing officer will be held personally responsible.

This issues with the approval of DF.

Sd/-
(ED/Finance)

All Finance Officers

Copy for information to:

DF

NOTE**Sub:- Bank Guarantee – Insertion of additional clause in GCC.**

The CVC vide their Office Memorandum No. 02-07-1-CTE-30/309204 Dated 4th March, 2016 has desired that IT based confirmation system of all type of BGs should be followed prior to acceptance. Accordingly, it has been decided to obtain BG confirmation by using Structured Financial Messaging System (SFMS) platform already available with the Banks. The process involves issuing an advice of BG by the issuing bank to the Beneficiary's Bank through Electronic channel. For this, the Contractor is required to inform his Bank, the DMRC's Bank IFSC code, Branch and Address. Currently, the details are as under:

ICICI BANK LTD**9A, PHELPS BUILDING,****CONNAUGHT PLACE, NEW DELHI- 110001****IFSC CODE: ICIC0000007**

An additional clause 4.2.1 (ii) is, therefore, needs to be introduced in the GCC for all future contracts. The clause is given below for insertion:

- (i) The scheduled foreign bank or scheduled commercial bank in India as defined above 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 Employer's 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 contractor to obtain Employer's Bank IFSC Code, 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.

Necessary instructions as above may also be incorporated in the Instruction to Tenderer (ITT) at suitable place. In all new Contracts, BG confirmation through SFMS only will be accepted. However, BG will continue to be issued on prescribed format by the Issuing Bank on appropriate value of Stamp Paper as before.

This has the approval of MD.

Sd/-**(A. K. Garg)****Executive Director/Finance****Sd-****(ED/Contract)****Copy for information & necessary action.****All HODs****Sr. AGM/IT for uploading on Intranet.**

Sub: - Broad Guidelines on TIA inspections of DMRC (O&M) Sites

General guidelines to be complied with while carrying out inspections:-

- I. Inspections at stations should be carried out and reported in the standard Performa.
- II. If no irregularity is noticed during inspection "NIL" report to be submitted.
- III. TIAs should generally exercise critical and searching check over such transactions which normally do not form part of review by the Accounts office.
- IV. Inspections should be inspired by a spirit of discovery and initiative.
- V. TIAs should thoroughly understand the system of station accounting before carrying out detailed inspections.
- VI. They should confidentially bring to notice of DGM/Fin concerned practices/procedures which are open to objections or capable of improvements.
- VII. TIAs shall prepare Preliminary Inspect Report and put up the same to the concerned DGMs within 07 days of inspection. Finally, approved Inspection Report shall be issued by the DGM/Concerned within week's time.
- VIII. Inspection reports shall be specific and conclusive and shall be duly supported by documentary evidences. DGM concerned shall review preliminary Inspection Reports before they are issued to concerned Department.
- IX. TIA's station inspection works shall be subjected to test check by concerned DGM/Finance.

Record of Inspection Reports shall be maintained by the TIA as well as the DGM concerned for follow up future references.

2. Surprise Inspections:-

Surprise inspections shall normally be conducted by the TIAs as per directions of the Management Separate Records of these inspections shall be maintained.

3. Inspection shall be exercised in respect of the following activity areas:

- (i) Traffic Revenues
- (ii) PB Activities (including Parking arrangements at DMRC sites).
- (iii) Station Balance sheet itemized reviewing and reconciliation.
- (iv) Cash collections procedures (including physical counting of station cash).
- (v) Inspection of scrap/Misc. Items/floor stock etc.

These inspections shall be reported in the standard performa enclosed.

4. Advance Monthly inspection Programme

Advance monthly inspection programme shall be circulated. For this all TIAs of O&M wing shall submit inputs based on works carried out in the previous month/months.

5. Joint Inspections:-

Joint inspections shall be carried out as per specific approval/nomination by the Competent Authority.

6. TIAs shall be nominated for HQ duty on weekly rotation basis. During his HQ posting he will consolidate "Preliminary reports of TIAs for the last week and put up the same through the concerned DGMs for final approvals.

Inspection shall be carried out keeping in view extant orders and procedures and after taking due authorizations/approvals from the concerned departments.

**Sd/-
(GM/F/O&M)**

DA: As above.

All Finance Executives/O&M

All Sr. TIAs (O&M Finance)

Sub: Review of estimates and financial proposals.

Review of estimates & financial proposal highlight the following areas that require continuous monitoring and updation:-

- i) Establishing correlation of built up area of operation with the quantum of material and labour is important in the estimation of material & manpower deployment.
- ii) In Stores Purchase through OEM, budgetary quote should represent latest market rates and should cover all components of cost & the quantities involved.
- iii) In all proposals involving assets replacement Department concerned should carry out comparisons between cost of repairs, cost of reconditioning and cost of replacement after due adjustment of scrap value of old asset.
- iv) In cases where parties fail to submit car policy before commencement of contract execution, not only prorata cost of insurance is to be recovered but penalties are also to be imposed by the Engineer-in-charge for non-compliance of contractual provisions.
- v) There are contracts where scrap is generated as the work involve dismantling and reconstruct at the same time. In all such cases due credit is to be taken for the scrap value.
- vi) In all contracts for works or supply where estimates are prepared based on last approved rates due weightage is required to be given to the present circumstance of the case i.e. (a) the value of the material and metals at the time of finalization of LAR and in the current period; (b) Comparison of statutory dues & concessions prevailing at the time of LAR and in the current period; (c) Quantum of work/supply involved; (d) Prevailing Market competition (e) Special circumstances prevailing in the relevant time.
- vii) As regard NDSR items, NDSR rates circulated by contract wing (Project) shall be operative automatically. Other items of BOQs not covered under DSR shall require detailed deliberation in fixing of rates of all components of cost.

As detailed guidelines in regard to finalisation of estimates and other financial proposals already exist clarification above, supplementing these guidelines, are also to be referred to while finalizing financial proposals.

**Sd/-
GM/F (O&M)**

All Accounts Officer (O&M)

Dated: 22.04.2016

Reg: - Operation of revolving imprest account held by O&M.

Presently individual Imprest Account held by an officer of O&M Department is sanctioned/extended on case to case basis, as per recommendations of concerned Department.

In order to stream line the above work, it has been decided to carry out review of all existing imprest accounts of O&M and get them extended upto 31.03.2017 as per recommendations of the HOD. As validity of all existing O&M Imprest Accounts is going to be extended upto 31st March, 2017, it is to be ensured that imprest accounts for sanction are required on long term basis. Next review of all such imprest accounts shall be carried out by Finance Deptt. by 15th April, 2017.

The following procedure shall be adopted to ensure concurrent review of existing imprest account:-

- a) Department concerned shall however continue to carry out periodic sanctioned imprest and based on their reviews inoperative imprest accounts shall be recommended for closure.
- b) Any special requirement of cash imprest emerging during the period up to 31st March 2017, shall be highlighted separately and shall be finalized as a special case.
- c) At the end of every two years comprehensive review of all Imprest Accounts shall be carried out by Finance Department and further extension of accounts shall be dependent on the results of these reviews.

Already imprest account of S&T as well as Operations Department have been reviewed on these lines and approved by DO. You may please also review cash Imprest requirements of your department based on above guidelines as more than 21 imprest accounts of various departments are lying in operative as on date (see Annex-A).

This may please be expedited so that review of all imprest accounts is completed.

This issues with the approval of DO.

**Sd/-
GM/F (O&M)**

**All HODs
CC: PS to DO**

Dated 11.04.2016

Reg: Reporting of incidents & forwarding of insurance claims

As per guidelines already issued, vide circular No. DMRC/FINANCE/INSURANCE/2014 dated 9th July, 2014, nodal officer of all O&M Departments are required to report incidents of injuries to passenger and other public, losses including loss of lives, burglary, theft and damages to DMRC properties covered in the Insurance Policy entered into with M/s Oriental Insurance Co. Ltd.

It has however, been noticed that all these incidents are not getting reported in Finance Branch (O&M) as per laid down schedule. List of Finance and Insurance Company Officers to whom these incidents are to be reported is therefore once again enclosed for ready reference (refer Annexure-I). It is requested that similar team is nominated by your office under intimated to this office so that there is complete coordination between all departments. It is also requested that officials concerned are issued suitable directions for reporting these incidents to Finance branch and Oriental Insurance Company nodal officials within 24 hrs. of such incidents and detailed claims are forwarded as per proforma already circulated (refer Annexure-II) within 7 days of the incident to enable timely lodging of claim with the Insurance Company.

For ensuring proper reconciliation of such incidents recorded at various operational sites/stations, a quarterly statement is being introduced in proforma enclosed as Annexure-III. The same is to be forwarded to Finance Department on quarterly basis, within 10 days of the close of the quarter.

Sd/-
GM/F (O&M)

Encl: Annex I, II & III
All HODs of O&M
Ccto OSD, PS/DF, DO

Name of the Nodal Officers to whom the Claims to be Forwarded

S. No	Name & Desingnation	MAIL ID	PHONE & FAX	ADDRESS
1	Ms. Sunmeet Sachdeva, Dy. Manager	sunmeetsachdeva@ orientalinsurance .co.in	23322920, 23351478, 23351479 Fax 23357325	The Oriental Insurance Company Ltd., D.O. 16, N-34, GF, Bombay Life Bldg., Connaught Place, New Delhi-110001.
2	Mr. C.M. Kotnala, Asstt. Manager	cmkotnala@ orientalinsurance .co.in	23351478, 23351479 Fax: 23357325	The Oriental Insurance Company Ltd., D.O.16, N-34, GF, Bombay Life Bldg., Connaught Place, New Delhi-110001.
3	Mr. K.S. Bisht, Admn. Officer	Ks.bisht@ orientalinsurance .co.in	23351478, 23351479 Fax 23357325	The Oriental Insurance Company Ltd., D.O.16, N-34, GF, Bombay Life Bldg., Connaught Place, New Delhi-110001.
4	Ms. Rakhee Asri, Dy. General Manager/Fin.	rakhee@dmrc.org	Mob:9971396179 011-23417910/12 Extn: 534725 Telefax:23415837	Delhi Metro Rail Corporation Ltd., Metro Bhawan, Fire Brigade Lane, 6th floor, 'A' wing, Barakhamba Road, New Delhi- 110001.
5	Mr. Kanwaljit Singh Butalia, Manager/Finance	Kanwaljit_3105 @dmrc.org ksdel@hotmail .com	Mob:9958048224 011-23417910/12 Extn: 534977 Telefax: 23415837	Delhi Metro Rail Corporation Ltd., Metro Bhawan, Fire Brigade Lane, 6th floor, 'A' wing, Barakhamba Road, New Delhi- 110001.

LIST OF CLAIMS DOCUMENTS

S.No	NAME OF THE POLICY	REQUIRED DOCUMENTS
1.	Fire & special perils policy	1 Fire claims: a) Claim form duly completed by the insured (as per Annex B) b) Photographs c) Police report and d) Fire Brigade report
2.	Claims Arising out of Act of God perils:	a) Claim form duly completed by the insured b) Photographs c) Police report and d) Other documents like newspaper cuttings, photographs and meteorological reports
3.	Losses reported under the RSMMD (riot, strike, malicious damage) peril :	a) Copy of the first Information Report lodged with police and b) Their Final Investigation report should be furnished.
2	Burglary policy	a) Duly completed claim form (as per Annex C) b) Final Investigation Report from the police c) Photographs
3	Passenger / Public Liability & Personal Accident Insurance	a) Duly completed claim form (as per Annex D / Annex E) b) Report of attending Doctor c) Investigation reports like laboratory test, X-rays and reports essential for confirmation of the injury, d) Police reports, wherever necessary e) Certificate of proof of age of dependent child in case the claim is under education grant provision f) Medical bill corresponding to doctor's prescription where medical extension is granted. (Vitamins and tonics are deemed medicines ONLY if prescribed by the Doctor, as a part of treatment.) In case of fatal accident cases the following documents are also required: a) Death certificate b) Post-mortem report } c) Coroner's report } d) Inquest report } wherever necessary / applicable e) Will / Probate / Letter of Administration / Succession Certificate

LIST OF CLAIMS DOCUMENTS

S.No.	NAME OF THE POLICY	REQUIRED DOCUMENTS
		<p>f) Where the documents mentioned at (e) above are not available and the amount of claim is upto ₹ 5,00,000/- the following procedure may be followed:-</p> <p>i) An affidavit from the claimant(s) that he/she (they) is (are) the legal heir(s) of the deceased</p> <p>ii) An affidavit from other near relatives of the deceased that they have no objection if the claim amount is paid to the claimant(s).</p> <p>iii) Surety bond executed by persons of reasonable standing.</p>
4	Money Policy	<p>a) Duly completed claim form (as per Annex C)</p> <p>b) Final Investigation Report from the police</p> <p>c) If infidelity of the employee is involved, reports of departmental proceedings and/or criminal action</p>
5	Loss of Checked in Baggage & Baggage delay	<p>a) Duly completed claim form (as per Annex F / Annex G)</p> <p>b) Airline tickets</p> <p>c) Any available receipts for the lost baggage or any other documentation giving proof of value eg valuations, sales literature</p> <p>d) All written reports (in original) received from carrier</p> <p>e) Property irregularity report and copies of correspondence with the carrier</p> <p>f) If claim is for delayed baggage, property irregularity report and letter from carrier confirming reasons for delay and duration of delay.</p>
6	Special Contingency Insurance Policy for underground cables	<p>a) Duly completed claim form (as per Annex H)</p>

Sub: Timely extension/release of Performance Guarantees (BGs).

Please refer to this office circulars on the above subject.

As you are aware, Finance Department is the custodian of performance guarantees relating to contracts handled by the O&M wing and carry out further follow up action in regard to their confirmation, extension, validation and increase in their value from time to time in coordination with the Executive Engineer in-charge of the works. It is therefore, important that status of bank guarantees available with Finance Department is made known to all the concerned Departments from time to time so that appropriate action by the departments concerned for their extension/discharge/increase in their value as per requirements of the contract provisions can be taken.

It has therefore been decided that list of bank guarantees in the custody of Finance (O&M) Department shall be circulated to all Department of O&M on monthly basis. The list shall contain bank guarantees expiring in the next 03 months will give enough time to the Engineer in-charge to take up extension/release/enhancement matter in advance with the contractors/service providers to ensure proper flow of contractual payment.

It is requested that the above exercise may be carried out in such a manner that by the time validity of bank guarantees is expiring, they are revalidated/renewed as per contractual requirements. In the absence of valide BG's or feedback of the Engineer-in-charge, extension notices shall have to be issued to their authorized banker.

List of BG's expiring in the next three months shall be forwarded to all Dy.HOD of O&M by 7th of every month and in case of any clarification required, the Asst. Manager/Expenditure (Mr. Harish Gola) shall be the nodal officer for this purpose.

As per extant guidelines, BG's of successful executed/completed is to be released in time. It has now been decided that release of BG by the competent authority beyond 3 months from the date of successful completion of contract shall require approval of next higher authority & release of BGs beyond 1 year from the date of successful completion of contracts shall require personal approval of DO.

This issues with the approval of D.O.

Sd/-
(Sr. AGM/F/O&M)

DA: As above.

All Dy. HODs/O&M

CC: PS to DO, PS to ED/F, All HODs/O&M

NOTE

Sub:- Management of Bank Guarantees/Performance Guarantees relating to various contracts under the control of Corporate Office.

Issue relating to Management of Bank Guarantees of PD Department was last addressed in the joint note of JGM/Mktg & AGM/Fin dated 30.03.2012 in which broad guidelines to be followed by the Executive-in-charge & Finance Branch was discussed.

In this context, already detailed procedure has been issued by GM/Finance vide Circular No. DMRC/Exp/BG Ext/2007 dated 3rd April, 2007 addressed to all Head of Departments (see Annex 'A') as per which original bank guarantees having prior acceptance of concerned HODs/Executive-in-charge in regard to the form, content, amount and the guarantee period as per the provisions of the contract are required to be immediately handed over by the nominated executive officer to the nominated Finance officer for their safe custody and further validations.

The following details/documents are also required to be enclosed with the Bank Guarantees.

- (i) Bank Guarantee Acceptance Report of the Department (Ann I)
- (ii) Validation/Confirmation letters of Bank authorities
- (iii) Copy of Contract Documents/LOA in compliance of which Bank Guarantee has been furnished.

Records of handing over/taking over of Bank Guarantees are required to be maintained both by the Executive & the Finance Department.

Finance Branch as custodian of Bank Guarantees is required to be timely communicated about management decision in regard to extension of validity period of BGs as well as encashment or release of BGs. Keeping in view these approvals further action is taken in such cases as under:-

S.No.	Activity	Time Schedule	
(I)	Extension/Encashment of Bank Guarantees	For Banks situated in Delhi (NCR)	For Banks situated outside Delhi (NCR) region
1	Generating of list of BG's where validity period is expiring in the next 3 months	By 7 th of every month (List of BG's expiring during Oct-Dec 2012 shall be generated on 7th of Sep 2012)	-Same- By 7 th of every month.
2	1 st Notice for extension of BG to be served on the Bank	Notice to be issued two weeks before the date of BG	Notice to be issued 3 weeks before the expiry date of BG
3	2 nd Extension-cum-encashment notice to be served on the Bank	Seven working days before the expiry date of BG	10 working days before the expiry date of BG.

S.No.	Activity	Time Schedule	
4	Deputing dedicated team for collection of Encashment	02 working days before the expiry date of BG	04 working days before the expiry date of BG
(II) Release of Bank Guarantees			
1	Proposal to be approved by Competent Authority	04 weeks before the expiry of validity date of BG	----
2	Proposal to be communicated to Finance Branch	03 weeks before the expiry of validity date of BG	03 weeks before the expiry of validity date of BG
3	Original BG to be released to the party (customer)	Within one week after the expiry of the validity of BG	Within one week after the expiry of validity of BG

For this purpose all notices relating to extension/enhancement/release/encashment of Bank Guarantees have been standardized and enclosed as Proforma I to X for ready reference. As the task of Encashment of Bank Guarantee is being performed by a Four - members team comprising of Manager/Marketing, Manager/Finance, Inspector (Mktg) and Travelling Inspector Accounts (TIAs), nomination of team members shall have to be finalized on case to case basis, well in time.

The above procedure may please be reiterated to all concerned officers who are required to hand over Bank Guarantees of Contracts and other annexures to Manager/F/PD nominated for the purpose.

**Sd/-
(AGM/Fin)**

(Encl: as stated above).

JGM/Mktg

Dy CE/PD-1

Dy CE/PD-2

CC: PS/Director (BD)

GM/F-I

CE/PD

CE/PB

Cc: For internal circulation & follow up action to:-

Manager/F/PD, Manager/F/PB.

NOTE

Sub:- Management of Bank Guarantees/Performance Guarantees relating to various contracts under the control of Corporate Office.

1. As per provisions of contracts being entered into by DMRC, various advances to contractors are required to be given on the basis of Bank Guarantees submitted by them. Similarly, contractors are required to submit Bank Guarantees/Performance Bank Guarantees for due performance of the contract, covering full period of the contract, including the defect liability and maintenance period, if any, as per contract agreement.
2. These Advance Payment Bank Guarantees/Performance Bank Guarantees are forwarded to the Accounts Department for safe custody/validation as per requirements of contracts. Advances/ payments to contractors are released on the strength of these Bank Guarantees. These Bank Guarantees /Performance Bank Guarantees should therefore have prior acceptance of the concerned HOD/executive in charge in regard to the form, content amount and the guarantee period as per the provisions of the contract. Executive Engineer-in-charge may please ensure to send the Bank Guarantees to finance after compliance of checklist enclosed as per Annexure-I.
3. Suitable instructions may be issued to all concerned for strict compliance.

Sd/-

G.M. (Finance)

All HODs.

All Dy. (Fin.)

Copy for information: DE, DP, DO and DF

BANK GUARANTEE VERIFICATION ACCEPTANCE REPORT

1. Bank Guarantee No. _____
2. Issuing Bank _____
3. Amount of BG _____
4. Nature of BG & No of pages _____
5. Validity of BG _____

CHECK LIST

		YES	NO
I	(a) Does the bank guarantee compare Verbatim With standard DMRC Proforma for BG/proforma enclosed with contract.	<input type="checkbox"/>	<input type="checkbox"/>
	(b) In case of any change in content or text of BG submitted vis-a-vis 1) a_ above has the same been approved by Legal department.	<input type="checkbox"/>	<input type="checkbox"/>
II	(a) Has the executing officer of BG indicated his name, designation & Power of Attorney No./signing power No. on BG	<input type="checkbox"/>	<input type="checkbox"/>
	(b) Is each page of BG duly singed/initiated by the execution, and last page is signed with Full particulars and under the stamp of the Bank.	<input type="checkbox"/>	<input type="checkbox"/>
	(c) Detailed address of Bankers, their Zonal office & HQrs.	<input type="checkbox"/>	<input type="checkbox"/>
	(d) E-mail Address, FAX & Telephone Nos. of the Bankers, their Zonal office & HQrs.	<input type="checkbox"/>	<input type="checkbox"/>
III	(a) Is the BG on non-judicial stamp papers of the appropriate Value	<input type="checkbox"/>	<input type="checkbox"/>
	(b) Is the date of sale of stamp paper shown Thereon prior to date of execution of BG	<input type="checkbox"/>	<input type="checkbox"/>
IV	(a) Are the actual details such as name of Contractor LOA no Value of contract etc Correct.	<input type="checkbox"/>	<input type="checkbox"/>
	(b) With the overwriting/cutting of any on the BG authenticated under signature & seal of Executants.	<input type="checkbox"/>	<input type="checkbox"/>

- V Is the amount and validity of BG in line with Contract provisions.
- VI Is the foreign guarantee routed through Correspondent bank in India.

Signature of Coordinator with date

Approved for acceptance of BG

Signature of HOD

Executive Engineer in-charge

(For use in Finance)

Confirmation request issued by

Confirmation of Issuance of BG received by

Fax on _____

Fax on _____

Letter on _____

Letter on _____

(Post/personally)

(Post/personally)

Entered in BG Register – Sly No. _____

NOTICE FOR ENCASHMENT OF BANK GUARANTEE

No.

Date:

_____ Bank

Reg: Contract _____ . Encashment of Bank Guarantee

Bank Guarantee Original No. _____ and revised No. _____ has been issued by your Bank on _____ for ₹ _____ of M/s _____ in favour of Delhi Metro Rail Corpn Ltd. in the Contract _____. The above BG is valid upto _____

As per the terms of the Bank Guarantee Original No. and revised No. _____ dt _____ your Bank has agreed to pay the Employer (DMRC) immediately on demand any or all money payable by the contractor to the extent of ₹ _____ as aforesaid at any time upto _____ without any demur reservations, recourse context or protest and/or without any reference to the Contractor.

We hereby invoke encashment of the above BG. You are therefore requested to encash the said BG and hand over the proceeds ₹ _____ through demand draft drawn in favour of DMRC payable at New Delhi to the authorized representative of DMRC Ltd for which authority letter is enclosed.

For Delhi Metro Rail Corpn Ltd.

As above.

Copy to CMD, Bank.

REMINDER NOTICE FOR ENCASHMENT OF BANK GUARANTEE**No****Date:**

_____ Bank

Reg: Contract _____ . Encashment of Bank Guarantee

This is with reference to our letters dated _____ on the above subject and further to our tele-conversations of date.

Please immediately arrange to transfer an amount of ₹ _____ to our SBI Corporate current account No. _____ with the Nirman Bhawan, New Delhi Branch of State Bank of India, on account of encashment of Bank Guarantees under Contract _____ of _____ underground & elevated stations of Phase-II Delhi MRTS upon unsatisfactory performance and failure to provide manpower as per the contract agreement.

1. BG No
2. BG No

Please arrange to intimate the transfer of funds to our Corporate SBI Account through fax message – Our Fax Number in this regard are _____. As discussed, we are dispatching following Bank guarantees duly endorsed for encashment. An early action in the matter is requested.

For Delhi Metro Rail Corpn Ltd.

AUTHORISATION LETTER FOR THE ENCASHMENT OF BANK GUARANTEES

To

The Chief Manager

Bank

Sub: Authorisation letter for encashing bank guarantee in connection with _____ Contract.

I _____ Director (Project)/DMRC, do herewith authorize Shri _____ on behalf of DMRC, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi to represent Corporation in all matters in with encashment of bank guarantees relating to Contract _____ and to sign all the documents in connection therewith as deemed necessary and to claim and receive the amount of encashment, on behalf of the Company.

Signatures of _____ is attested below.

Executant

Executant

**LETTER/NOTICE TO BE ISSUED TO THE HEADQUARTERS OF THE BANK
FOR ENCASHMENT OF BANK GUARANTEE**

No.

Date:

____ Bank

Reg: Encashment of Bank Guarantee

Dear Sir,

This is to bring to your information that Delhi Metro Rail Corpn vide their letter dated _____ addressed to Chief Manager, had applied for encashment of a Bank guarantee amounting to ₹ _____. The letter was got delivered to Shri _____ of the branch at around _____ hrs on date by my officer who was deputed for this purpose. On enquiry it was intimated that it would take a minimum of _____ Days time for processing the case and release of demand draft of subject amount despite the fact that there were no further documents to be submitted in this regard on the part of DMRC. This, I reckon, is not in accordance with the prescribed rules of encashment of an unconditional bank guarantee and any delay in this regard on the part of your bank may adversely affect the interest of DMRC, for which I may be constrained to approach Ministry of finance.

Therefore, I would request your personal intervention in the matter and arrange for encashment of the subject bank guarantee by today evening and get it delivered to the officer of DMRC who has been authorized to collect the draft from your Bank at Bangalore.

Thanking you,

**Yours sincerely,
Managing Director**

REMINDER TO THE HQ OF THE BANKER IN REGARD TO ENCASHMENT OF BANK GUARANTEE

No.

Date:

____ Bank

Reg: Contract _____. Encashment of Bank Guarantee

Sir,

This is to inform you that Contract entered by Delhi Metro Rail Corpn Ltd, New Delhi with M/s _____ for Metro Rail Project, Delhi has been terminated upon their unsatisfactory performance and failure to provide manpower as per the contract agreement.

As per instructions dated _____ issued by this office (see copy enclosed) the following two performance guarantees submitted by the party which have been issued by Shri _____ Chief Manager, State Bank of India stands forfeited immediately.

1. BG No
2. BG No

It can be seen from the above letter faxed on _____ clear instructions have been issued to Sh. _____ Chief Manager, State Bank of India for encashment of Bank Guarantee and transfer of funds to our ICICI Bank Corporate A/c No.

The same message has been repeated on)))))) and telephonic conversation have also been held with Mr. _____ Chief Manager for immediate encashment of the Bank Guarantees. In spite of repeated confirmation and assurances given by Shri _____ for transfer of funds, the amount of these two BGs totalling to ₹ _____ is yet to be credited to our above mentioned corporate account.

This is a very sorry state of affair that the Chief Manager of _____ Branch has not acted on the advice of Delhi Metro Rail Corpn Ltd. New Delhi inspite of the fact that the BGs have been signed and issued by Shri _____ himself and full facts on the contract are known to him.

It may be pointed out that Delhi Metro Rail Corpn Ltd is maintaining various corporate accounts with State Bank of India and quick action is expected in such cases where delay can lead to lapses and litigation.

You are therefore requested to intervene in the matter and issue directions for immediate transfer of funds relating to these BGs to the corporate account of DMRC Ltd referred to above.

Thanking you in anticipation,

For Delhi Metro Rail Corpn Ltd.

**LETTER FOR TRANSFER OF PROCEEDS OF BANK GURANTEE TO THE
CORPORATE BANK ACCOUNT OF DMRC THROUGH RTGR PROCEDURE
OF TRANSFER OF FUNDS**

No.

Date:

____ Bank

Reg: Encashment of Bank Guarantee

Sir,

Vide refer to our letters of even number dated _____ delivered by hand to your bank today i.e. _____ regarding encashment of captioned bank guarantees issued by your bank in favour of DMRC Ltd. In the letters we have requested your bank to hand over the proceeds to authorized representative of DMRC through demand draft. The authorization letter of undersigned is enclosed.

Since, we are maintaining DMRC current Account No _____ with ICICI Bank you are requested to credited proceeds of ₹ _____ in DMRC current Account No. _____

Thanking you,

For Delhi Metro Rail Corpn Ltd.

STANDARD PROFORMA/LETTER FOR THE RELEASE OF BANK GUARANTEE

No.

Date:

____ Bank

Reg: Release of Bank Guarantee No. _____

Keeping in view the request of M/s _____ as per provisions of clause No. _____ of the lease agreement dt _____ and the recommendation of the Engineer-in-charge dated _____ original bank guarantee No. _____ dt _____ for _____ (valid upto _____) for project work Phase II underground stations namely _____ issued by your Branch in favour of M/s DMRC is released herewith duly discharged.

Please acknowledge receipt

For Delhi Metro Rail Corpn Ltd.

**STANDARD FORMAT FOR OBTAINING BG CONFIRMATION OF THE
ZONAL/REGIONAL OFFICE OF THE BANKER**

No.

Date:

____ Bank

Sub: Confirmation of Bank Guarantee.

Ref: Issue of BG No. _____ dt _____ for Rs. _____

On behalf of M/s _____ we are in receipt of BG for the value of ₹ _____
issued by your Bank on behalf of the contractor M/s _____.

In keeping with the guidelines issued by the Reserve Bank of India please confirm issuance of the aforesaid Bank Guarantees by our Branch, under your signatures and seal and forward certified copy of the Guarantee document so issued by your Bank for final verification of Bank Guarantee records.

This may please be treated as MOST URGENT and expedited.

Please acknowledge receipt.

For Delhi Metro Rail Corpn Ltd.

STANDARD FORMAT FOR SEEKING FURTHER EXTENSION OF BANK GUARANTEE

No.

Date:

____ Bank

Reg: Extension of Bank Guarantee No. _____ dt _____

The validity of the under mentioned Others Bank Guarantees issued by your Bank in connection with DMRC Contract(s) _____ as per details shown below is expiring within next month.

Please arrange to get the validity of the bank guarantee extended in compliance of the contractual obligations and in keeping with the progress of work with the recommendations of DMRC Site Engineer –in-charge of the works.

Contractor Name _____

BG No. _____ dt _____

Amount _____

Valid upto _____

This communication may please be treated as Advance Notice in regard to bank guarantee under reference and in case of failure to communicate further extension of the BG two weeks before the expiry date, encashment proceedings shall be processed automatically. Extension of validity of the paper guarantees shall have to be communicated to the undersigned at least two weeks before the expiry date and further processing of payments shall be subject to timely extension of validity of guarantee documents.

Receipt of this letter may be acknowledged.

For Delhi Metro Rail Corporation Ltd.

Copy for information & necessary action to.

HUMAN RESOURCE (HR)

OFFICE NOTE

Sub:- Observation in APR (Annual Property Return/Executive Employees).

Ref:- This office Note No. PP/2398/2017 dated 22/05/2017.

Information regarding Annual Property Return (APR) is required to be furnished by all eligible employees to HR Department along with Annual Performance Assessment Report (APAR 2017). It is observed that some employees are not attaching the APR along with APAR. It is reiterated that their APAR will not be accepted, without APR.

Some APRs are being filled partially/are incomplete. The following shortcomings have been observed in the previous year's APRs:-

1. Complete details of immovable property in the name of employee till date is not indicated in APR, in line with the provisions of the D&AR rules.
 2. Complete details regarding acquired/to be acquired property, i.e., Flat no., size, configuration floor, etc., is not being mentioned.
 3. All the columns of APR are not filled legibly with relevant information. The APR should preferably be typed in computer. This will be helpful while filling next year's APR also.
 4. Date of acquisition or likely date of acquisition, in case of under construction flat, is not being given, along with date of booking, owner/seller details (Name, address, etc.).
 5. Date of prior intimation/permission to acquire/dispose immovable property, is not being mentioned in remarks column of APR.
 6. In case of joint ownership, percentage ownership of the members is not being mentioned
- APR 2017 may be filled properly with complete details.

This issues with the approval of Competent Authority.

Sd/-
(R. D. Choudhury)
General Manager/HR

Copy to:

1. All EDs, CGMs, PDs, CPMs & Dy.HODs for wide circulation among executive staff working under them.
2. OSD to MD.
3. CVO
4. Sr. AGM/IT for uploading on Intranet.

Cc: for kind information of DRS/DW/DBD/DP/DO/DF & DE.

OFFICE ORDER NO. PP/1822/2014**Sub:- Rotation of officers/staff in sensitive posts : Guidelines**

Keeping in view the CVC guidelines on the subject, there is need to plan rotation of officers/staff who are identified as dealing with sensitive works. In view of the nature of work performed by various technical departments and also the very lean organization structure in the Project as well as O&M, the following guidelines are issued for implementation to come into force with immediate effect.

1. The gestation period of DMRC project is normally 3 to 4 years. Once the project is approved, the construction work gets completed in about 4 years' time. In Civil department, once the project is completed in 4 years, the CPM, PMs and the JEs/Supervisors down below may be transferred to some other project. This should also be kept in mind that the same chain of hierarchy may not be replicated in the new place of posting i.e. the PM working under a particular CPM in the previous project may not be posted under the same CPM again and similar chain may be followed in the case of staff down below, and transfer may be preferably to different geographic locations.

In case of other technical departments of Project like Electrical, S&T, etc. also, the same principle will be followed. **For the purpose of rotation, HODs units may be treated as a Unit.**

2. Rotation between project and O&M may also be kept in view, by the Director concerned, while planning periodic rotation. A maximum time lag of 10 years, may be considered sufficient and expedient to effect such rotation, between the two wings.
3. In O&M, the employees working in various departments may be shifted after every 4 years to different Lines/Depots/Stations/different work centres. In O&M following functions have already been identified as sensitive posts:
 - a) PD/PB Cell
 - b) Stores
 - c) Recruitment Cell
 - d) Employees dealing with Contract/Tender.
4. In case of Property (PD&PB) a rotation may be made every 4 years between these two departments and staff may also be laterally shifted to their original cadre and reverse replenishment by intake of new staff/officers for PD & PB may be planned.
5. Similarly in HR, Finance & Stores, the rotation may be done in terms of change of job allocation every 4 years. In Finance & Stores, rotation between field offices & Corporate office may also be done.
6. HR Department will enable the concerned Director, with the details of last posting, to ensure periodic rotation.
7. Cases, requiring transfer, within less than 2 years tenure, (except for Promotion/own request), will be approved at one level higher, than the prescribed authority, as per SOP.

8. Posting in following functions may be treated as “**Non-Sensitive**”, keeping in view the work content and the nature of business performed:
- a. Design,
 - b. Planning,
 - c. Training,
 - d. Consultancy

In these wings, Policy of rotation is not mandatory.

9. Based on the above guidelines, each Cadre Controlling Director may issue an action plan for rotation of personnel, under their jurisdiction, by 15/09/2014.

This issues with the approval of MD.

Sd/-
(S. K. Sinha)
General Manager/HR

Copy to:

1. All EDs, HODs (GMs and CGMs), CPM and PDs
2. Prinicpal Advisor (DMRC), Principal Advisor (Electrical) & other Advisors.
3. CVO
4. OSD and GM (SP).
5. DMRC Intranet Site (AGM/IT).
6. Notice Boards.
7. Office Order file

Cc: for kind information of DRS/DW/DBD/DP/DO/DF & DE.

LAND

NOTE

Sub:- Direct purchase of private land.

Ref:- DMRC/Land/15/LM-DP/1221/312 dt. 08.09.2014

Procedure Order for direct purchase of private land was issued vide above referred note dated 08.09.2014. Para 5 of the procedure order is amended as under:-

“Para 5 – Standing Committee of HODs shall submit a preliminary report to Director (Projects) based on the input given by the Consultant. Thereafter, Director Project shall order for opening the valuation report of the independent valuers. HOD's Committee shall then negotiate with the owner/occupant of the land to arrive at the compensation to be paid and submit its final recommendation to the Standing Committee of Director level”.

This is issued with the approval of competent authority.

Sd/-
(Chief Engineer/Gen.)

All CPMs

GM/Legal

GM/F-I, II & III

Copy to DP for kind information please.

NOTE**Sub:- Guidelines for issue of N.O.C. for the properties lying along/adjoining the Delhi MRTS corridors – Phase III/IV**

Guidelines for issue of NOC for the properties falling on or lying adjoining Delhi MRTS corridors of Phase III were issued vide this office note of even no. 62 dated 12.05.2011 and even no.224 dated 7th June, 2012. Ministry of Urban Development, Govt. of India has desired that NOC cases should be disposed by DMRC within 7 days of receipt of proposal from local bodies.

CE/G is the nodal officer for dealing NOC cases. He will seek comments from the respective field units.

To streamline the procedure following guidelines shall be followed:-

1.1. Elevated & Surface corridor

- 1.1.1 No NOC be issued for construction activities within the land boundaries of proposed boundaries of elevated or surface corridor, stations, depots, other service buildings, ancillary structures, parking areas.
- 1.1.2 To provide flexibility at the time of construction, no NOC be issued for new construction up to 20 m on both sides of alignment or all sides of metro stations, depots or other structures, till the detailed alignment drawings are finalised and there is no scope for change in the alignment or plan of station, depots or other structures.
- 1.1.3 If any property falls partly inside and partly outside the aforesaid limit (20 metres beyond the proposed metro structures), such properties can be cleared only for the portion falling outside the limit of 20 m of proposed metro structures.
- 1.1.4 Once the alignment is finalised and there is no scope of change in alignment, NOC be issued in case proposed construction is away by 5 m or more from the edge of the metro alignment/structure for safety reasons.

1.2 Underground Metro corridor

- 1.2.1 No NOC for construction activity be issued within the land boundaries of proposed underground stations unless such provision has been made in design.
- 1.2.2 To provide flexibility at the time of construction, no NOC be issued for new construction within 20 m from the edge of the tunnel on both sides or land boundaries of the Metro station or other structures on all sides till the construction activity of Metro corridor/station is completed.
- 1.2.3 Once the construction of tunnel or underground structure is completed, NOC be issued if proposed construction is away by 5 m or more from the edge of the tunnel or land boundaries of structures.
- 1.2.4 For issuing NOC to the building plan for additional floors due to increased FAR within 5 meter of the outer edge of tunnel, in principle approval shall be conveyed as per following guidelines:-

Sl. No.	Tunnel depth (in m) [Soil fill above tunnel crown]	No. of storeies/basements allowed (Over and above existing construction or vacant plot)
1	7 m	Additional 1 storey may be allowed. No basement is allowed.
2	13 m	Additional 2 stories may be allowed. Only one basement of 3.5 may be allowed.
3	18 m	Additional 4 stories may be allowed. Total two basements of 3.5 m each may be allowed.

However, the final approval shall be given after scrutiny of detailed design by ED/Tech. on case to case basis.

1.3 Intranet Link

An intranet Link has been developed for uploading the case by CE/G unit. Mail and SMS alert will be sent to concerned field unit (HOD). Comments of field unit are to be uploaded on the same link within 3 working days including comments of design wing wherever considered necessary.

These guidelines are issued with the approval of MD and in supersession of previous guidelines.

Sd/-
(Atul Gadgil)
Chief Engineer/Gen.

All CPMs (CPMs/1 to 10), ED/Tech.
ED/Civil, CGM/Civil, GM/Consultancy & CE/Plg.
CC:
DP, DW, DO & DBD for information please
OSD to MD for kind information of MD

NOTE

Sub:- Direct Purchase of Private Land

Competent authority has approved following Procedure Order for direct purchase of land from Private owner:-

1. Concerned CPM/ED (Project) in charge of the project, shall identify the critical land requirement, name of owners/occupants on the land, collect copy of ownership documents and enquire from owners whether they are willing to sell the land to DMRC directly.
2. Concerned CPM/ED (Project) in charge of the project then shall initiate the proposal for in principle approval of MD for direct purchase of land through Land Cell. Nominated Standing Committee of 4 HODs comprising of the concerned CPM/ED (Project) in charge of the project, CE/G, GM/Finance-I and GM/Legal shall deal the matter.
3. To assist the Committee, a Consultant having experience and expertise in the field of determining fair market value of land, verification of ownership document, search of title, preparation of sale deed and getting it registered with Sub Registrar and mutated from Revenue Authorities, shall then be appointed. The consultant shall be approved by the Director Project on the recommendation of the committee. The consultant shall also recommend fair market value of the land and property for the consideration of the committee.
4. The valuation of the land / property shall also be carried out through two independent valuers to be appointed by Director Project on the recommendation of HOD's Committee. The valuers may be appointed out of the list of approved valuers of income tax department / CBDT. The valuation report by independent valuers shall be received in seal cover and kept in safe custody of GM/Fin-I. The sealed cover shall be signed by the HOD's Committee.
5. Standing Committee of HODs shall negotiate with the owners to arrive at rate of compensation considering fair market value recommended by Consultant, prevailing circle rate and submit their recommendations to the Director (Project). Thereafter, Director Project shall order for opening the valuation report of the independent valuers and submission of final report thereof by the HOD's Committee duly considering the valuation done by two independent valuers.
6. Recommendations of the committee of HOD's shall be reviewed by a Committee of Directors to be nominated by MD, wherein one retired Senior Govt. Officer may also be associated and the recommendation shall be put up to MD for final decision.

Sd/-
(B. K. Mishra)
Chief Engineer (General)

Encl: As stated

Sub: - Land Management

DMRC has taken over/taking over large areas of land from L&DO, DDA, MCD, Delhi Government etc. as also private lands through the land acquisition process. It is necessary to assign the responsibility and accountability for the safe guarding of these lands as also for maintaining them in good shape.

For this purpose the following procedure is laid down:-

1. Acquiring the lands, temporary or permanent, taking their physical possession and disbursing the land cost will be the responsibility of the Land Cell under CE (G). The Land Cell will also ensure mutation of the land records in favour of DMRC. Any further liabilities on such lands through a court order shall also be the responsibility of the Land Cell. They will maintain a complete record of lands so taken and execute the lease agreement with GNCTD on the national value of ₹ 1/-.
 - 1.1 In regard to lands acquired temporarily for construction purposes, the rental charges for such lands and their final release to the original owners will be the responsibility of the CPM concerned, who will also ensure the rental charges as advised by the Land Cell are paid in time.
2. Once the land is acquired and handed over to the CPM, they will be responsible for the upkeep of the land, its protection and maintenance till the project is completed.
 - 2.1 In regard to isolated land pockets taken over specially for property development, this responsibility will be that of the P.D. Cell.
3. Once the project is completed the CPMs will hand over the land with complete records to the O&M department. Before handing over such lands to the O&M, measures such as boundary walls, fencing, boundary stones, etc. needed for their security and upkeep should also be completed by the CPM and then only the responsibility passed on to the O&M department.
 - 3.1 In regard to isolated lands utilized for property development, their continued upkeep and management will be with the P.D. Cell.
4. Before the lands are handed over to the O&M Cell, they will ensure that the lands are demarcated with proper boundary walls or boundary pillars so that no encroachment takes place later on. The proper upkeep and maintenance of these lands will thereafter vest with the O&M Cell. O&M should organize a special land cell in the Civil Engineering department for this purpose who will periodically inspect such lands and furnish a half yearly certificate in regard to the land integrity – All estate management of the lands under O&M custody will be the responsibility of O&M.
 - 4.1 A similar certificate should be issued by the P.D. Cell in regard to the lands under their control.

The above procedure would come into force with immediate effect.

Sd/-
(E. Sreedharan)
Managing Director

DP, DE, DO, DF, CE(G), Adm.PD, All CPMs

OPERATION

INSTRUCTION No. 29**Sub: Procedure order for obtaining cash advance from TOM/CCC.**

In order to seamless transaction between the passenger and TVM/TOM/CC operators, coins are supplying to all station by authorized Bank, as resulted, at time, coins available at stations in huge volume.

Vide above reference no 2. Coin imprest money given to all stations has been withdrawn by the Finance Department with an advice to exchange coin from day to day station earning.

As per practice, before station's earning cash remittance to bank, station controller collect the cash from the CC/TOM in advance against total coins available in SCR. But, it has been come into notice that the handling of cash advance from TOM/CCC is not properly maintained at some of the stations.

Hence, for proper handling of obtaining cash advance from the TOM/CC for cash remittance to bank, the following procedure order should be followed:-

1. Whenever station will take advance cash for cash to bank from TOM/CCC, Concerned TOM/CCC operators will mention it in the SAF form and the Station Controller will countersign on the SAF form about receiving of cash advance.
2. TOM/CCC operator will also ensure proper receiving of the cash advance on the SAF form.
3. Station Controller who will receive cash from TOM/CCC will mention the detail of the advance cash taken in the Station's Diary also.
4. It is the responsibility on duty Station Controller to keep proper record on Station Diary and SAF for by TOM/CCC Operators.
5. Station Manager will check SAF forms and Station Diary on daily basis.

Sd/-
(Manager/Rev. & Cont. Mngt.)

All SMs/ ASMs/Sr SC/SC – for strict compliance please.

Copy to:-

Sr. DGM/O/57; Sr.DGM/O/C, Sr. DGM/S&T/IV, DGM/O/34, DGM/O/2 & DGM/O/16:- for kind information please.

All Line Manager/Ops: - for kind information and necessary action please.

NOTE

Sub:- Issue of receipts for every money value transactions. (Token Sale, Add Value & Surcharge in Smart Cards etc.)

Ref: - Instruction No-10, dated: - 19.05.2016 (Copy attached)

With above reference, it was instructed that all CCC operators/TOM operators will issue receipt for every token sale, add value and penalty/surcharge taken from passengers. But, it has been observed that some operators are not issuing receipts for every money value transactions.

Keeping in view of above, it is once again instructed to issue receipts for every token sale, add value and penalty/surcharge taken from passengers.

Any lapse in this regard will be viewed seriously.

Sd/-
(Mgr/Rev & Cont Mgmt.)

All Station Managers – for strict compliance please.

Copy to:-

ED/Operations – for kind information please.

Sr.DGM/O/I, Sr. DGM/O/II, Sr. DGM/O/Cord., DGM/O/III, IV & V – for kind information please.

All Line Manager/Operations – for kind information and necessary action please.

Instruction-10

Sub: Issue of receipts for every money value transactions (Token sale, Add Value & Surcharge in Smart Cards etc.)

For providing more transparency in work, it is desired by the competent authority that all CCC operators / TOM operators will issue receipt for every token sale, add value and penalty / surcharge taken from passengers.

All SM / ASM will ensure the availability of adequate quantity of print rolls, if there is any failure related with the printer occurs, on-duty Station Controller will immediately inform to the AFC department for early rectification of printer and will also enter the same in the AFC failure register.

All SM / ASM must instruct concerned staff accordingly. Any lapse in this regard will be viewed seriously.

Sd/-
(Manager/ Revenue)

All Station Managers - for strict compliance please.

Copy to:-

1. ED/Operations – for kind information please.
2. Sr. DGM/S&T/IV, Sr. DGM/O, DGM/O-I, DGM/O-II, DGM/O-III, DGM/O-IV – for kind information please.
3. All Line manager / operations - for kind information and necessary action please.
4. All CRIs – for kind information please.

NOTE

Sub:- Guidelines to maintain, train driving kilometer/Fixed sign on record on daily basis at Crew Control.

To streamline the procedure of claim of HAD, it is decided that a separate '**Trip Deviation Register**' to be opened at Crew Control as per format placed at Annexure 'B'. It will be responsibility of Crew controller to fill relevant columns of this register as per "Annexure B". This register will be filled on daily basis and which may be later utilized to cross verify the HAD allowance claimed by Train Operators.

Further all train operators are required to fill the details as per "Annexure A" at the time of Sign off on daily basis & ensure the same is verified by on duty Crew controller. In case of TO having sign off places other than Crew Control, then the concerned TO will get it verified on next available opportunity at Crew Control.

It is to be noted that till the time new "Trip Deviation Register" is made available, the crew controller may record the deviation in driven kilometer as per Annexure 'B'.

Crew Controller to ensure proper record is maintained in Annexure "B" before countersigning the Details of Annexure 'A'. Train Operator should remain cautious while filling the running kilometer.

Any mismatch between actual admissible Kilometer/Fixed sign on allowance and data filled in ESS by individual will be viewed seriously and Staff will be taken up under Zero Tolerance Policy.

This record shall be retained as per record retention policy.

For Strict Compliance by all Train Operators and Crew Controllers.

Sd/-

(Sumeet Singh)

DGM/Train Operators

Manager/Train Operations

Asst. Manager/TO-I, II & III

PERFORMA FOR CLAIMING RUNNING KMS (FOR TO'S)							MONTH	
NAME OF TO	DUTY NO.	TYPE OF DUTY (RUNNING /WD/ PRT/NIGHT ETC)	TOTAL KMS IN DUTY AS PER ROSTER	TRIP ADJUST. IN DUTY, IF ANY (IN KMS)	ACTUAL KMS IN DUTY (AFTER DEDUCTING/ ADDING ADJUST)	SIGNATURE OF TO	SIGNATURE OF CREW CONTROLLER	
DATE								
1/ /20_								
2/ /20_								
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31/ /201_								

Certification
 TOTAL KMS FOR THE MONTH
 A- No. OF RUNNING DUTY
 B- No. OF WD/ NIGHT/PRT
 TOTAL SIGN ON (A+B)

1. It is certified that above KMS claimed by me are actual
2. No KMS data are carried forward from previous month
3. TO will be held responsible in case any discrepancy/variation found IN KMS.
4. Above KMS data must be verified and countersigned by CC on daily basis.

SIGN OF TO
DATE:-

PLANNING

NOTE

Sub:- Incorporating “Public Procurement (Preference to Make in India) order-2017” in tender documents for procurement.

Ref:- 1. MoUD's letter no. K-14011/09/2014/UT-II/MRTS-Coord. dated 12.07.2017

2. MOCI/GOI's order no. P-45021/2/2017 – B.E-II dated 15.06.2017

MoUD vide letter dated 12.07.2017 (Ref-1) has forwarded order dated 15.06.2017 issued by Ministry of Commerce & Industry, Deptt. of Industrial Policy and Promotion to all Metro Rail Corporations advising to revise tender documents for procurement in accordance with the MoCI's policy order.

Copy of above referred letters/order are enclosed for information and further necessary action.

**Sd/-
(CE/Planning)**

- GM/Contracts
- ED/RS (for all Rolling Stock and M&P tenders)
- CEE/Plg. (for all Electrical Contracts)
- ED/S&T/P-I, ED/S&T/P-II, CE/Track-I & II
- CGM/Civil (O&M), COS

Copy to: DRS, DP, DE, DO, & DF for information please.

- **AGM/IT for uploading on intranet**

No. K-14011/09/2014/UT-II/MRTS-Coord
Government of India
Ministry of Housing & Urban Affairs

311-B, Nirman Bhawan,
New Delhi, the 12th July 2017.

To,
The Managing Director,
All Metro Rail Corporations
(As per list attached)

Subject: - Public Procurement (Preference to Make in India) order 2017.

Sir,

I am directed to enclose herewith Public Procurement (Preference to Make in India) Order 2017 dated 15.06.2017 issued by Department of Industrial Policy & Promotion, Ministry of Commerce & Industry for encouraging 'Make in India' and promoting domestic manufacturing and production of goods and services.

All the metro rail corporations are advised to revise the tender document for procurement in accordance with the above order.

Encls: As above.

Yours faithfully,

Sd/-

(Ambuj Bajpai)

Under Secretary to the Government of India

Ph: 23062935

<p>The Managing Director, Delhi Metro Rail Corporation Ltd., Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001</p>	<p>The Managing Director, Chennai Metro Rail Ltd., Admn. Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai-600107</p>
<p>The Managing Director, Bangalore Metro Rail Corpn. Ltd., 3rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore-560027</p>	<p>The Managing Director, Mumbai Metro Rail Corpn. Ltd., Bandra Kurla Complex, Bandra (East), Mumbai-400051</p>
<p>The Managing Director, MEGA Co. Ltd., Karmayogi Bhavan, Behind Nirman Bhavan, Sector – 10/A Gandhinagar – 382010.</p>	<p>The Managing Director Maha-Metro Rail Corporation Ltd., Metro House, 28/2 C.K Naidu Marg, Anand Nagar, Civil Lines Nagpur-440001</p>
<p>The Managing Director, Lucknow Metro Rail Corpn, Ltd., JANPATH MARKET, HAZRATGANJ, Lucknow-226001</p>	<p>The Managing Director, Kochi Metro Rail Ltd., 8th Floor, Revenue Tower, Park Avenue, Kochi-682011, Kerala.</p>
<p>The Managing Director, Noida Metro Rail Corporation Ltd. Block-3, 3rd Floor, Ganga Shopping Centre, Sector-29 Noida (UP)</p>	<p>The Managing Director, National Capital Region Transport Corporation Limited, 7/6, AMDA Building, Siri Fort Institutional Area, August Kranti Marg, New Delhi-110049</p>

No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Dated 15.06.2017
Udyog Bhawan, New Delhi

To,

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: - Public Procurement (Preference to Make in India), Order 2017

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

Now therefore the following Order is issued:-

1. This Order is issued pursuant to Rule 153(iii) of the General Financial Rules 2017.
2. Definitions: For the purposes of this Order:

"Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is ₹ 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than ₹ 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
 - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:-
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price then the contract may be awarded to the L1 bidder.

4. **Exemption of small purchase:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than ₹ 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local amount:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the Notice Inviting Tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The total supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item, offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.
- ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).
- iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chariman of the Standing Committee.
- e. For the purpose of sub - paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

- 11. Assessment of supply base by Nodal Ministries:** - The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content:-** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license / technology collaboration agreements with phased indigenization :** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:**
Ministries/Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
- a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20%
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.
- A copy of every such order shall be marked to the Member- Convenor of the Standing Committee constituted under this Order.
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership.
- Secretary, Department of Industrial Policy and Promotion-Chairman
- Secretary, Commerce-Member
- Secretary, Ministry of Electronics and Information Technology-Member
- Joint Secretary (Public Procurement), Department of Expenditure –Member
- Joint Secretary (DIPP)-Member-Convenor
- The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.
17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- a. Shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. Shall annually assess and periodically monitor compliance with this Order.

- c. Shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content.
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters.
 - e. May, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures.
 - f. May examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization.
 - g. May consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries/Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

Sd/-

(B. S. Nayak)

Under Secretary to Government of India

Ph: - 23061257

NOTE

Sub: -Dumping of surplus soil from underground construction project to other agencies on chargeable basis.

- 1.0 A large quantity of excavated soil is being generated from the excavation from underground sections in Phase III.
- 1.1 The excavated earth from the stations is generally of good quality and is suitable for filling up and is also amenable to compaction. The soil excavated from D. Wall is mixed with polymer and takes long time to dry. Similarly excavated muck from TBM is wet and mixed with foam and also takes time to dry.
- 1.2 As per the condition of DMRC contracts, the contractor has to lead the excavated surplus earth upto 20 Kms and the cost is included in Schedule A (lumpsum).
- 1.3 A large quantity of excavated soil is being dumped at the dump site made available by other Government agencies like PWD, DDA, MCD and other public institutions. Despite this arrangement a large quantity of excavated surplus soil/muck is available for disposal.
- 1.4 The Hon'ble National Green Tribunal vide orders in Application No. 6 of 2012 has prohibited dumping of soil in Yamuna River Bed. In pursuant to NGT orders, dumped materials from land near Shastri Park and Sarai Kale Khan has been removed and sent to Burari Waste processing plant. The problem of disposal of large quantity of surplus soil/muck is being felt in absence of low lying area/dumping grounds during underground construction of Phase-III. The undisposed surplus soil has potential to cause hindrance in progress of planned construction work.
- 1.5 A number of request have been received from parties other than Government agencies to whom this surplus excavated soil has been approved to be supplied on chargeable basis.
- 2.0 DW & DP had nominated a Committee of CPM-3, CPM-5, CPM-6 & GM/Fin.III to work out uniform rates for earth to be supplied on chargeable basis & mechanism to deal with lead beyond 20 Kms. The cost of soil has been approved by the Competent Authority on the recommendation of nominated Committee. The chargeable rates of good soil and 'TBM Muck has been estimated for a lead provision of 20Km, which is the Civil work contractor's responsibility generating the soil. The rates to be followed for charging from the recipient of excavated soil are as detailed in following tables:

2.1 Table A

The rates of good soil and TBM muck chargeable to buyer are as under:

S. No.	Description	Good Earth (in ₹ Per cum. of loose earth) inclusive of all taxes	TBM Muck (in ₹ Per cum. of loose Muck) inclusive of all taxes
1.	At site (with loading)	51.65	41.96
2.	Including 20KM Lead (with loading & unloading)	128.45	104.36
3.	Additional cost for each km lead beyond first 20Km @ ₹ 4.96/ Cum+tender percentage (for loose volume of Soil/Muck)	To be worked out as per rates in individual contracts.	To be worked out as per rates in individual contracts.

2.2 Table B.

The rates to be deducted from DMRC contractor, if required, as per site and contract condition as under:

S. No.	Description	Good Earth (in Rs. Per cum of loose earth)	TBM Muck (in Rs. per cum of loose Muck)
1.	Deduction for not carrying out dozing and compaction @27.44/cum+Tender Percentage (for loose volume of Soil/Muck)	To be worked out as per the rates in individual contracts.	To be worked out as per the rates in individual contracts.
2.	Recovery, if the soil is taken by the buyer himself	76.80	62.40

2.3 The above rates have been taken for net quantity considering 20% shrinkage for good soil and 35% in case of TBM Muck.

2.4 The rates are inclusive of all applicable taxes and duties.

2.5 There may be the cases, where soil may be taken by the buyer from the station/excavation site, recovery from the DMRC contractor as per the rates in Table 'B' are to be recovered.

2.6 As per Employer's Requirement clause 14, Para (7), the contractor shall do spreading and compaction of the fill during dumping. Hence the respective contractor may be assigned the task of spreading/compacting the earth/muck upto reasonable extent to facilitate unobstructed movement of trippers. If this action of spreading/compaction is got done from the buyer, then recovery from DMRC contractor shall be done as stipulated in Table 'B'.

3. The buyer of earth/Muck shall submit a bank guarantee of ₹ 50 lakhs in favour of DMRC with validity of 24 months based on the likely quantity of earth/muck (approx. 30000 cums) to be purchased in one month. On review after 2 months based on the quantity purchased, if required the Bank Guarantee will be increased to safeguard DMRC interest.
4. The quantity of earth and muck shall be jointly verified by the authorized representative of DMRC contractor and of buyer and the same shall be presented to DMRC representative for reconciliation of quantity on fortnightly/monthly basis. The payment shall be made by buyer of earth/muck against the bill raised by DMRC on fortnightly interval.

Encl: As above.

Sd/-
CE/Plg.
(Ashok Kumar Gupta)

- All CPMs, GM/Fin.I & III.
- **Copy to DW, DP and DF for information please.**
- **AGM/IT for uploading on intranet.**

NOTE

Sub:- Disposal of C&D waste from Phase-III.

Please refer to the Minutes of Meeting on the subject matter, issued vide Note of even number dated 30.04.2013 wherein it has been instructed that all C&D waste from Phase-III works shall be sent to the waste processing facility being operated by M/s IL&FS. Each CPM will ensure that all C&D waste generated from his site is sent to this facility at Burari by respective contractors. The contractors shall initially make payment for the waste processing facility @ ₹ 205/- per ton and thereafter seek reimbursement from respective CPMs. The waste processing charges of ₹ 205/- per ton are in accordance with approved rates as per MCD Circular No. EE/Spl project/2010/65 dated 11.01.2010."

All CPMs are therefore advised to take necessary action in Compliance with above instructions.

Sd/-
(Ashok Kumar Gupta)
Engineer/Planning

CPM- 1, 2, 3, 4, 5, 6, 7, 8, 9

AGM/IT: for uploading on intranet please

Copy to: DP/ DW for his kind information.

NOTE**Sub:- Disposal of Excavated earth/soil and earth/soil required for filling.**

The quantity of earth/soil being excavated from underground sections and those required for filling up in depots, elevated ramps and other low lying areas have been compiled from different CPMs by Planning Cell (Annexure A). It is observed that about 67.50 lakh CuM of soil from underground section require disposal, out of which 17.50 lakh will be required for filling, resulting in a net disposal requirement of 50 lakh CuMs. For the disposal of this surplus soil, DMRC has been requesting DDA and Municipal Corporations for making dump sites available. Some dump sites have also been made available by them.

In view of better coordination and ensure use of own excavated soil for refilling, all the CPMs are requested to advise the requirement of soil for dumping and filling. In case, the soil/earth is required to be procured from sources other than DMRC, the concerned CPM may take NOC from Planning Cell with the requisite justification. A monthly statement of status in the enclosed performa may also be furnished to Planning Cell.

**Sd/-
(CE/Plg.)**

- All CPMs
- CE/G

Copy to DW and DP for information please.

Status of Earth/Soil for Disposal and filling

CPM

Statement for Month Ending

Total Quantity of soil for disposal	Quantity already committed/ disposed (Location wise)		Quantity Required for Filling		Nett. Quantity	
	Location of Disposal	Qty.	Location	Qty.	Available for disposal	Required for Filling

Signature.....

CPM.....

ROLLING STOCK (RS)

NOTE

Sub: Payment of wages to the Contractual workers through bank account.

Ref: No. ND/95(Misc.) 2016-P.A.Dy.CLC(C), dated 25.11.2016.

Vide above reference, Dy. Chief Labour Commissioner (Central) has intimated to all Principal Employers to ensure timely payment of wages to all the contractual workers through bank account only. For this purpose special camps are being organized in each district by banks, in co-ordination with the respective district authorities.

In view of the above, all depots shall ensure opening of bank account of each Contractual / casual workers working in their depot. Depot shall further ensure that the payment of the wages for the current month of each worker is made through bank accounts.

For urgent attention & necessary action please.

Encl.: Ref. Letter as mentioned above.

Sd/-
(ED/RS/O&M)

Copy to:-

DGM/SPD (For kind information of GM/RS-I please), AGM/KPD, DGM/YBD, DGM/SLPD

DGM/NJFD, DGM/DWD, DGM/MDD, DGM/KKD, DIC/SVD, DIC/AJD, DIC/MKD, DGM/T&D, DGM/T&Q

NOTE

Sub: -Verification of the Vendor/Supplier in Purchase Order (PO)

It is observed that sometime store department is changing the vendor/supplier without any prior information to the Rolling Stock Department. In few cases, POs has been placed in favour of vendor/supplier which is not approved vendor by Rolling Stock.

Hence, all depots shall verify the vendor/supplier as per list of Rolling Stock approved vendor/supplier. If vendors name is not as per RS approved List then concerned depot should brought it to the notice of competent authority as well as shall approach the stores department for stopping the PO for further execution.

For necessary compliance please.

Sd/-
(ED/RS/O&M)

Copy to:-

DGM/SPD (For kind information of GM/RS-I please), AGM/KPD, DGM/YBD, DGM/SLPD

DGM/NJFD, DGM/MDD, DGM/DWD, DIC/SVD, DIC/AJD, DIC/MKD, DIC/KKD, DGM/T&D, DGM/T&Q, GM/RS-2: For kind information please.

NOTE

Sub: - Handling of Tender and Estimate related files.

All depots are required to note the following:-

1. All documents related to estimate and tenders are confidential documents and the related files are confidential files. As such, above shall always be kept under guarded custody of nominated supervisor/officer.
2. Under no circumstances, any of the tender file or estimate shall be sent with an ordinary courier of the depot to undersigned or Finance for any action. These files as well as documents shall only be delivered to the person concerned through dedicated and trustworthy person nominated for the same. Same procedure is to be adopted while collecting the papers/files dealing with estimate/tender requirement from Finance or from the office of undersigned.
3. Under no circumstances, any T.C. minutes or draft T.C. minutes shall be mailed to a person who is not directly connected with the same. From preparation of the draft T.C. minutes to finalization and till acceptance by the accepting authority, entire process shall be kept confidential and shall only be moved through trusted hands. After LOA is issued and posted on DMRC website as well as sent to successful tenderer, the concerned file along with all documents, including tenderers' offers, etc. are to be kept locked under custody of nominated supervisor as well as officer.

Strict compliance of the above instructions to be ensured at your level. Any lapses to be dealt under disciplinary rules.

Sd/-
(ED/RS/O&M)

Copy to: -

AGM/KPD, DGM/SPD, DGM/NJFD, DGM/YBD, DGM/SLPD, DGM/MDD, MIC/SVD, MIC/AJD, DGM/DWD, DGM/T&Q, DGM/T&D, GM/RS-I & GM/RS-II – for kind information pl.

NOTE

Sub: Attendance Verification of Housekeeping/Contract Employee

Depots are using the Rota Sheet/Attendance Sheet filled by housekeeping Supervisor/Manager/Team Leader for verification of housekeeping staff attendance. For better management of housekeeping staff attendance, all depots shall adhere to the following guidelines;

- A. At the starting of each shift, Housekeeping Team Leader shall take the attendance of his staff in the presence of DMRC Supervisor.
- B. As far as possible, Housekeeping Team Leader shall maintain the same Sl. No. of the respective employee every month in the attendance sheet and the new employee if any, shall only be added at the bottom of the attendance sheet. It will help in maintaining the soft copy (excel sheet) of the monthly attendance sheet.
- C. After filling up the attendance sheet, Housekeeping Team Leader shall close (strike out the left over space in attendance sheet) and will sign the duly closed attendance sheet.
- D. DMRC Supervisor shall collect a copy of this duly filled, closed and signed Attendance Sheet from the housekeeping Team Leader immediately after the attendance is over.
- E. DMRC Supervisor may check for identify cards of any housekeeping staffs and may cross verify the house keeping staff/strength available at any time if, required.
- F. Depot shall prepare day wise available housekeeping staff details in a register in the following format;

Sl. No.	Date	Shift	Housekeeping Staff Available Strength				Signature of concerned DMRC Staff of the Shift	Signature of Person Responsible for maintaining Housekeeping Monthly Attendance
			No. of Team Leader	No. of Manager	No. of Supervisor	No. of worker		

- G. Consolidated record of the updated register shall be used for calculating penalty on account of shortage of manpower and timely preparing/processing the monthly bill of housekeeping staff.
- H. This Register shall be maintained and kept readily available for any auditing/surprise check.

For information and necessary action please.

Sd/-
(ED/RS/O&M)

Copy to:-

DGM/SPD, AGM/KPD, DGM/YBD, DGM/SLPD, DGM/NJFD, DGM/MDD, DGM/DWD, DIC/SVD, DIC/AJD, DIC/MKD, DGM/T&D, DGM/T&Q



SIGNALLING & TELECOM (S&T)

NOTE

Sub: -System improvement for procurement of electronic equipments.

In one of the Vigilance case wherein an outdated model of electronic equipment was purchased against PAC as a particular make was not specified in the indent. As such stores organization invited tender and placed the order for a particular make but without mentioning specific model. Vendor taking advantage of this situation has tried to push in the old version model of the said item in the system. This situation could have been avoided if study would have been made of all the available models of the particular make and specifying the same in the tender and purchase order itself.

As a system improvement, in future, whenever indent is being prepared for electronic equipments against PAC for a particular make, cost analysis of all available versions/models in the market may please be done in the beginning itself and the requisite model may be decided taking actual requirement into the consideration and the same may be mentioned in the indent itself. Stores organization should also take care of situations where such specific model is not mentioned, interacting with the user/indenter in the beginning itself to finalise the model/version before floating the tender enquiry.

Sd/-
(COS)

ED/S&T/P-I, ED/S&T/P-II, GM/S&T/O&M, GM/E

Copy to:

CVO (for kind information w.r.to DMRC/Vig/6/2012/Sys. Imp/Misc/08 dated 26.12.2016)

AGM/IT (for uploading on intranet)

NOTE

Subject:- Evaluation criteria for selection of sub-contractors / vendors.

For approval of sub-contractors / vendors proposed by contractors, the procedure order issued by MD/DMRC dated 12th January 2005 is being followed at present (Sr. 11/12).

As per the format of application for approval of sub-contractors / vendors, which is Annexure 'A' to the procedure order (Sr. 10), information is submitted by the main contractor after award of contract. As per this format, a committee of two members have been evaluating and recommending the cases, based on similar work experience.

Now, as per recommendation of CVO, evaluation criteria is to be mentioned in the Tender document itself. Accordingly, the following is proposed:-

- (a) Format of application for approval of sub-contractor / vendor as per Annexure 'A' (Sr.10) shall be included as part of the Tender document;
- (b) It would be clearly mentioned that minimum eligibility criteria shall be:
At least 1 work of similar nature in Metro environment of value not less than 80% of the proposed work to be sub-contractor.

OR

At least 2 works of similar nature in Metro environment of value not less than 50% of the proposed work to be sub-contracted;

OR

At least 3 works of similar nature in Metro environment of value not less than 40% of the proposed work to be sub-contracted;

(The above classification is being proposed, as being followed for the selection of the Main Contractor during the pre-qualification stage - Example – Criteria attached at Sl. No. 34).

- (c) It shall be clearly mentioned in the Tender document which all major systems cannot be sub-contracted;
- (d) It shall be clearly mentioned in the Tender document that bidders can only propose name of sub-contractors / vendors as per criteria mentioned in the tender document with all supporting documents;
- (e) In the Tender document, it shall also be clearly mentioned that contractor can propose the name of subcontractors / vendors at the time of tender or subsequently also after award of tender but in both cases, selection criteria will be same as mentioned in the tender document.

Put up for approval please.

Sd/-
(ED/S&T/P-1)

Approved
(Managing Director)

TENDER /
CONTRACT

Circular No.14/2017

Sub: Amendment in Pre-qualification criteria for Civil, Electrical and S&T Works

Ref : Circular No. DMRC/20/130/99 dated 18.11.2011

The Criteria of Work Experience in case of JV/Consortium for **civil works costing more than ₹ 10 crore** has been defined in the above referred circular. The same is modified for **Civil, Electrical and S&T Works** as under:

Existing Clause	Revised Clause
<p>Clause 1.1.3.2 Minimum Eligibility Criteria</p> <p>A. Work Experience: The tenderers will be qualified only if they have completed work(s) during last seven years ending last day of the month previous to the month of tender submission as given below :</p> <p>(i) The tenderer should have completed one work of similar nature of the value equal to 80% of the Tender Value(In addition, length of tunnel/viaduct or number of stations may also be mentioned in the work)</p> <p>If the above criteria is being fulfilled by the foreign partner of JV and the work was done in the country of the foreign partner then in addition to this, the foreign partner then in addition to this, the foreign partner must have done at least one work of similar nature equal to 50% of Tender Value outside the country of foreign partner</p> <p style="text-align: center;">OR</p> <p>(ii) Two work of 50% of the tender value</p> <p>If both the works are done by foreign partner of the JV, then either one work should have been done outside the country of origin of the foreign partner or if both the works are in the country of the origin of the</p>	<p>Clause 1.1.3.2 Minimum Eligibility Criteria</p> <p>A. Work Experience: The tenderers will be qualified only if they have successfully completed work(s), completion date(s) of which falling during last seven years ending last day of the month previous to the month of tender submission as given below :</p> <p>(i) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>(ii) Two similar completed work costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>(iii) Three similar completed work costing not less than the amount equal to 40% of the estimated cost.</p> <p>If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of the JV/Consortium and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed works (which need not be similar in nature) of total minimum value 40% of the NIT cost or more” outside the country of the foreign partner.</p>

Existing Clause	Revised Clause
<p>foreign partner, then in addition at least a similar nature works of 40% of the tender value should have been done outside the country of origin</p> <p style="text-align: center;">OR</p> <p>(iii) Three works of 40% of the tender value, if all the 3 works or 2 of the 3 works are done by the foreign partner of the JV, then at least one of these works must have been done outside the country of origin of the foreign partner.</p>	

It may please be noted that there is no change to the existing condition for ongoing works according to which "value of successfully completed portion of any ongoing work(s) up to last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria."

Accordingly, all departments dealing with tender/procurement are hereby advised to follow above modifications with immediate effect.

This issues with the approval of the MD

Sd/-
(R. K. Gupta)
GM/Contracts

1. All EDs, PDs, CGMs, HODs & CPMs
2. Sr.AGM/IT : for uploading on intranet please.

Copy to:

1. DRS,DW,DO,DP,DF,DBD &DE
2. OSD to MD – for kind information of MD please.

CIRCULAR NO. 13/2017

Sub: Revision of the clauses related to refund of tender security.

The existing clause C18.4 of ITT related to refund of tender security has been reviewed and same is revised as follows:

S.No.	Clause No.	Existing Clause	Revised Clause
1	ITT Clause C18.4	The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. The Tender Security of the unsuccessful tenderers shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer	The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of Financial package. The Tender Security of the unsuccessful tenderers in financial package shall be released after issue of Letter of Acceptance (LOA) to successful tenderer or finalization of tender.

Accordingly, all departments dealing with tender are hereby advised to follow above revision with immediate effect,

This is issued with the approval of MD

Sd/-
(R. K. Gupta)
GM/Contracts

1. All EDs, PDs, CGMs, HODs & CPMs
2. OSD to MD for kind information of MD please.
3. Sr. AGM/IT: for uploading on intranet please.

Copy to: DRS, DO, DP, DF, DBD & DE for kind information please.

Circular No.12/2017

Sub: Linking of indices of Price Variation Formulae due to stoppage of Wholesale Price Indices based on 2004-05 series for on-going contracts.

The Price Variation Formulae in the Works Contract, have been provided in SCC, as Sub-Clause 11.1.3 of GCC. In the PV clause of the Works Contracts which were awarded prior to adoption of revised Price variation Formulae as per Circular No.9/2017 issued under letter no. DMRC/20/130/99 dated 14.07.2017, the adjustment on account of Fuel/Lubricant component was based on the Wholesale Price Index(averages) for Fuel & Power and the adjustment on account of Machinery and Machine tools component was based on the Wholesale Price Index(averages) for Machinery and Machine Tools as published in the RBI Bulletin which were based on the base year 2004-05 series.

The Economic Adviser, Ministry of Commerce & Industry have started publishing of Wholesale Price Indices based on new series of base year 2011-12 from April 2012 onwards & they had continued to publish Wholesale Price Indices based on 2004-05 series also till March 2017. However, they have stopped publication of Wholesale Price Indices based on 2004-05 series since April 2017. It is also noted that in new series of Wholesale Price Indices of base year 2011-2012, the Wholesale Price Index (averages) for Fuel & Power is available but WPI of Machinery and Machine Tools is no more appearing. Hence, it has become necessary to link indices of 2011-12 series with the indices of 2004-05 series for working out adjustment on account of these indices in such on-going Works Contracts.

There are indices for Fuel & Power (Commodity Code 1200000000) and Manufacture of Machinery and Equipment (Commodity Code 1318000000) in 2011-12 series, which are closely linked to the indices of 2004-05 series. It has been decided to adopt following conversion factor to link WPI of 2011-12 series to arrive WPI of 2004-05 series for Price Variation Formulae from April 2017 onwards in the on-going Works contracts:

S. No.	Index of 04-05 series	Index of 2011-12 series	Multiplication Factor for 2011-12 series Index.
1	Fuel & Power (Commodity Code 1200000000) Commodity Wt.14.91021	Fuel & Power (Commodity Code 1200000000) commodity Wt.13.15190	2.15
2	Machinery & Machine Tools Commodity Code 1311000000, commodity Wt.8.93148	Manufacture of Machinery and Equipment, Commodity code 1318000000, Commodity Wt.4.78899	1.25

The field executive should also obtain consent from Contractor before processing any payment on account of variation for the above two indices, so as to avoid any claim by contractor on above account at later date.

This is issued with the approval of MD

(R. K. Gupta)
GM/Contracts

1. ALL EDs, PDs, CGMs, HODs & CPMs
2. Sr.AGM/IT : for uploading on intranet please.

Copy to

1. DRS, DW, DO, DP, DF, DBD & DE
2. OSD to MD – for kind information of MD please.

Circular No.11/2017

Sub: Revision of clause 1.1.3.1 v(a) to 1.1.3.1v(f) of NIT pertaining to qualification criteria for eligible applicants for the DMRC Tenders.

The circular is in supersession of circular No.01/2017 issued under letter No. DMRC/20/130/99 dated 13.02.2017 and Amendment No.1 to circular No.01/2017 of letter no. DMRC/20/130/99 dated 11.04.2017 regarding related Qualification Criteria of NIT.

S.No.	Clause No.	Existing Clause	Revised Clause
1	NIT clause 1.1.3.1 v(a)	DMRC/any Central/State government department /public sector undertaking /other government entity or local body must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission.	DMRC/any other Metro Organization (100% owned by Govt.)/Ministry of Housing & Urban Affairs /Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Appendix-19 of Form of Tender.
2	NIT Clause 1.1.3.1 v(b)	Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC/any Central or State Govt. Department/ Public Sector Undertaking/Other Govt entity or local body after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Appendix-19 of Form of Tender.	Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC/any other Metro Organization (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Appendix-19 of Form of Tender.
3	NIT Clause 1.1.3.1 v(c)	The overall performance of the tenderer (all members in case of JV/consortium separately) shall be examined for all the ongoing Civil Engineering/value more than 40% of NIT cost of work and also for all the completed Civil Engineering/ within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work executed either individually or in a	The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the ongoing Civil Engineering awarded by DMRC /any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed Civil Engineering awarded by DMRC/any other Metro Organization (100% owned by Govt.) within last one

S.No.	Clause No.	Existing Clause	Revised Clause
		<p>JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in Appendix-19A of the Form of Tender. The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client /Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work /execution of work (ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non submission of either satisfactory performance certificate from client/ employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix-19A. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission for the ongoing works.</p>	<p>year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work executed either individually or in a JV consortium. The tenderer shall provide list of all such works in the prescribed Performa given in Appendix-19A of the Form of Tender. The tenderer (all members in case of JV/consortium separately) may either submit satisfactory performance certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non submission of either satisfactory performance certificate from client/ employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note(b) of Appendix-19A. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission for the ongoing works.</p>
4	NIT Clause 1.1.3.1 v(d)	<p>Tenderer (including any member in case of JV/consortium) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10%(or more) of the contract value due to any other reason in any Civil engineering /electrical /Signalling /System/Traction Contract of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Appendix-20 of Form of Tender .</p>	<p>Tenderer (including any member in case of JV/Consortium) for the works awarded by DMRC/any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10%(or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering Works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Appendix-20 of Form of tender.</p>

S.No.	Clause No.	Existing Clause	Revised Clause
5	NIT Clause 1.1.3.1 v(e)	If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the Appendix-19 or Appendix 19A or Appendix20, the tenderer including the constituent substantial member(s) of JV/ Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.	If the tenderer or any of the constituent 'substantial member(s)' of JV/consortium does not meet the criteria stated in the Appendix 19 or Appendix 19A or Appendix-20 , the tenderer including the constituent substantial member(s) of JV /Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
6	NIT clause 1.1.3.1 v(f)	If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19 or performance in any of the works reported in the Appendix 19A or undertaking submitted vide Appendix-20 the same will be considered as "fraudulent practice" under Clause 4.33.1 a(ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b), (c) & 13.2.1 of GCC.	If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19 or performance in any of the works reported in the Appendix-19A or undertaking submitted vide Appendix-20 , the same will be considered as "fraudulent practice" under Clause 4.33.1a(ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b), (c) & 13.2.1 of GCC.

The Performa of Appendix-19 , Appendix-19A and Appendix-20 of Form of Tender have also been revised and same are enclosed for adoption. Accordingly, all departments dealing with tender/procurement are hereby advised to follow above modifications with immediate effect.

These issues with the approval of the MD

Encl : Performa of Appendix-19, Appendix-19A and Appendix-20 are enclosed

Sd/-
(R. K. Gupta)
GM/Contracts

1. All EDs, PDs, CGMs, HODs & CPMs
2. Sr.AGM/IT: for uploading on intranet please.

Copy to:

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2. **OSD to MD – for kind information of MD please.**

FORM OF TENDER – Appendix-19

(Undertaking as per Clause 1.1.3.1 v(a) & (b) of NIT)

We do hereby undertake that DMRC/Any other Metro Organization (100% owned by Govt.), Ministry of Housing and Urban Affairs/Order of Ministry of Commerce, applicable for all Ministry has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium has not been rescinded/terminated by DMRC /Any other Metro Organization (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

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

FORM OF TENDER (Appendix-19A)

(Undertaking as per clause 1.1.3.1 v (c) of NIT)

(To be submitted by tenderer (single entity/JV) and also by each member of the JV/Consortium separately)

- (i) We do hereby undertake that following are the list of all the on-going Civil Engineering/Works awarded by DMRC/Any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed Civil engineering/Works awarded by DMRC/Any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.

Applicant's legal Name _____ Date _____

Group Member's legal name _____ Page _____ of _____ pages.

S. No.	Contract NO & Name of Work	Name of employer/ Client	Name of the contractor including constituent members in case of JV/Consortium	Performance of work	Performance based on
1				*Satisfactory/ Unsatisfactory	*Client's certificate/ Undertaking by tenderer.
2					
Add required number of rows.					

*Strikethrough whichever is not applicable

- (ii) We also do hereby undertake that the performance of works has been indicated above for all the Works which are either based on client /Employer certificate or our undertaking. We also understand that DMRC at its sole discretion, may get performance of any such work, for which undertaking of satisfactory performance has been given by us, directly from the Client/Employer for the Works listed above and if performance from Client/Employer for such work is found to be unsatisfactory, we shall be considered non-complaint to the tender condition.

Note

- a) The tenderer may either submit satisfactory performance Certificate issued by the Client/Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non submission of either satisfactory performance Certificate from Client /Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) below.

- b) If the tenderer or any of the constituent 'substantial member(s)' of JV/consortium has reported four or less number of works in the Appendix-19A then 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 ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer or any member of the constituent 'substantial member(s)' in case of JV/Consortium in more than 20% of the works reported in the Appendix-19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT
- c) If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as "fraudulent practice" under clause 4.33.1a(ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1(b) & (c) & 13.2.1 of GCC
- e) The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

Stamp & signature of Authorized Signatory

Example:

Works reported in the Appendix 19A	0-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable.	NIL	1	1	1	2	2	2	3

FORM OF TENDER – Appendix – 20
(Undertaking as per Clause 1.1.3.1 v(d) of NIT)

(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in the Works awarded by DMRC / Any other Metro organization (100% owned by Govt.) contract of value more than 10% of NIT cost of work executed either individually or in a JV/consortium during last three years (from the last day of the previous month of tender submission).

Stamp & Signature of Authorised Signatory

Note:

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

Circular No.10/2017

Sub: Insurance in terms of clause 15 of GCC

In terms of Clause 15 of GCC, the Contractor is required to take following insurances from the date of commencement of works:-

- (i) Professional Indemnity Insurance
- (ii) Insurance for Works and Contractor's Equipment
- (iii) Insurance against injury to Persons and Damage to Property
- (iv) Insurance for Workers.

In terms of Clause 15.5 of GCC, the Contractor is required to submit to the Employer:-

- (a) Evidence that the insurances described in the clause have been effected with an Indian Insurance company, and
- (b) Copies of the policies for the above said insurances.

The contractor is also required to submit copy of the receipt of payment of insurance premium to DMRC. It has been noticed that First Running Account Bill are being released to the Contractor without ensuring that the insurances have been taken by Contractor.

It is advised to all concerned that no First Running on Account Bill to be released unless Contractor has taken insurances in terms of the conditions of contract. The Engineer should also ensure that premium for the insurance taken by the Contractor are regularly paid before releasing subsequent Running on Account Bill.

These issues with the approval of the MD.

Sd/-
(R. K. Gupta)
GM/Contracts

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Copy to

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Circular No.09/2017

Sub: Revision of Price Variation Formulae due to stoppage of wholesale price indices based on 2004-05 series.

In the Works tenders, the Price Variation Formulae is being provided in SCC, as Sub-Clause 11.1.3 of GCC.

In Price Variation Formulae, the adjustment on account of Fuel/Lubricant component is based on the Wholesale Price Index (averages) for Fuel & power and the adjustment on account of machinery and Machine Tools component is based on the Wholesale Price Index (averages) for Machinery and Machine Tools as published in the RBI Bulletin. These wholesale Price Indices are being published by Economics Adviser, Ministry of Commerce & Industry based on the base year 2004-2005 series, Economics Adviser, Ministry of Commerce & industry had started publishing of Wholesale Price Indices based on new series of base year 2011-12 from April 2012 onwards. Economics Advisor, Ministry of Commerce & industry has continued to publish Wholesale Price Indices based on 2004-05 series also till March 2017. However, Economics Adviser, Minister of Commerce & industry has stopped publication of Wholesale Price Indices based on 2004-05 series since April 2017. Further it is noted that in new series of Wholesale Price Indices of base year 2011-2012, the Wholesale Price Index (averages) for Machinery and Machine Tools is no more appearing.

Considering above changes, the PVC formula has been revised for adoption in forthcoming works tender of DMRC and a copy of the same is enclosed as Annexure-A

This issues with the approval of MD

Sd/-
(R. K. Gupta)
GM/Contracts

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Clause 19, Sub Clause 11.1.3 of Price variations modified as under:

The rates as per the accepted Bill of Quantities shall be applicable till the completion of the Work and will be varied only to the extent of permissible price variation under this Clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price variation formula, the rates in the accepted Bill of Quantities shall be deemed to include amounts to cover the contingency of such rise or fall in costs.

The price variation will be payable only on the Indian currency component (no adjustment for Foreign currency component) of the Contract Price as per the follow price variation formula.

Payment as per the contract shall be subject to adjustment in accordance with the following Price Variation formula and other terms given herein, to provide for variation in the market rates of inputs like labour, materials and fuel/energy during the currency of the contract :

$$V=VI+Vs+Vc+Vf+Vm$$

Where

V = Total adjustment on account of all factors.

VI = Adjustment on account of labour component
 $= p \times R \times (1-l_0)/10$

Vs = Adjustment on account of Steel component
 $= q \times R \times (Ws - W_{so})/W_{so}$

Vc = Adjustment on account of Cement component
 $= r \times R \times (Wc - W_{co})/W_{co}$

Vf = Adjustment on account of Fuel/Lubricant component
 $= s \times R \times (Wf - W_{fo})/W_{fo}$

Vm = Adjustment on account of Machinery and **Equipment**
 $= t \times R \times (Wm - W_{mo})/W_{mo}$

P = Cost Coefficient of Labour to the Total cost
 $= 0.22$

q = Cost Coefficient of Steel to the Total Cost
 $= 0.25$

r = Cost Coefficient of Cement to the Total Cost
 $= 0.15$

s = Cost Coefficient of Fuel and Lubricant to the Total Cost
 $= 0.05$

t = Cost Coefficient of other machinery and **Equipment** to the Total Cost
 $= 0.18$

Note:- $p + q + r + s + t = 0.85$, balance 0.15 shall be fixed component.

R = Gross value of the work done by the Contractor for the period of work under consideration, after excluding there from the cost of any materials supplied free or at fixed rate to the Contractor.

- Io = Consumer Price Index for Industrial workers, published by **Labour Bureau, Govt. of India** as applicable to Delhi area for the month in which tender was opened.
- I = Average of monthly Consumer Price Index for Industrial workers published by **Labour bureau, Govt. of India**, as applicable to Delhi area for the period of work under consideration.
- Wso = All India Price Index (with base Oct 12=100) for Reinforcement bars (TMT-500) for primary manufacturers, issued by Central Public Works Department (CPWD) for the month in which the tender was opened.
- Ws = All India Price Index (with base Oct 12=100) for Reinforcement bars (TMT-500) for primary manufactures, issued by Central Public works Department (CPWD) for the period of work under consideration
- Wco = All India Price Index (with base Oct 12=100) for Cement (OPS) issued by central Public Works Department (CPWD) for the month in which the tender was opened.
- Wc = All India Price Index (with base Oct 12=100) for Cement (OPC) issued by Central Public works Department (CPWD) for the period of work under consideration.
- Wfo = Whole sale Price Index (Average) for fuel & Power, as published in the RBI Bulletin for the month in which the tender was opened.
- Wf = wholesale Price Index (Averages) for fuel and Power, as published in the RBI Bulletin for the period of work under consideration.
- Wmo = Whole Sale Price Index (Averages) for **Manufacture of Machinery** and **Equipment** as published in the RBI Bulletin for the month in which the tender was opened.
- Wm = Wholesale Price Index (Averages) for **Manufacturer of Machinery** and **Equipment** as published in the RBI Bulletin for the period of work under consideration.

Note: **The Wholesale Price Indices as published by Economic Adviser, Ministry of Commerce and Industry are based on 2011-12 series.**

Period of Work under consideration will mean as under :

- (i) In the case of first "On account Bill" the period from the month in which the tender was opened to the month of measurement of first bill.
- (ii) In the case of second and subsequent "On account" and Final bills, the Period from the month of measurement for previous bill to the month of measurement of that bill.

Note : Responsibility of arranging the **published Indices as** desired by the employer or the Engineer shall rest with the Contractor.

Procedure in case of Delay in Availability of Final Indices.

Where the final Price Indices are not available, while making payment towards on account bills, payment towards Price variation will be made on provisional basis based on the indices available, to be adjusted in subsequent bills as and when the final Indices figures become available.

Correction Slip No.8

Following changes as highlighted are made in clause of Advances in GCC of June 2011:-

1. Clause 11.2.2 of Advance against Plant and Machinery is changed as under:-

Plant and machinery advance shall generally be 5% of original contract value or as specified in Special Conditions of Contract. This advance is payable against plant, equipment and machinery, provided the same have reached the site or in the case of new items meant specifically for the work, firm purchase order has been placed and the invoices received. The advance will be given only if the plant/machinery has been purchased for this contract and not for those which are already in the books of the contractor. The plant and machinery shall be valued by the Engineer as follows:

- a. New Items: 80% of purchase price
- b. Second hand items in working order: 80% of the depreciated value as assessed by the Engineer
- c. Items valued at less than ₹ 5.00 lakh per unit: Not to be considered

The total advance for Plant & Machinery shall be limited to 5%. This advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in india. The value of Bank Guarantee taken towards security of "Plant & Machinery advance" shall be 110% of the advance taken by the Contractor. The Contractor, once the 50% of Plant & Machinery advance has been recovered, shall have a one time option to reduce the Bank Guarantee for the Plant & Machinery advance by the amount recovered.

2. Clause 11.2.4 (d) of Recovery of Advances is changed (which was earlier changed by Correction slip No. 5 dt 01.07.2013) as under:-

- d) In case the Contract is terminated due to default of the Contractor or rescinded / foreclosed, due to any other reason, the Contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination / rescission / foreclosure of the contract and if the Contractor fails to do so due to any reason whatsoever, then interest at interest rate equal to State Bank of India's **Marginal Cost of fund based Lending Rate (MCLR)** applicable for the tenure of 01 year prevailing on the date of issue of notice of termination / rescission / foreclosure plus 3% Penal Interest per annum shall be charged on the unrecovered amount of such advances from 16th day onwards compounded quarterly till the same is returned by the contractor.

3. Clause 11.2.5 of Interest in Case of Delay in Repayment of Advances is changed (which was earlier changed by Correction slip No. 5 dt 01.07.2013) as under:-

Should there be delay in the progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the date of completion stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond the original completion date specified in the Contract, shall be equal to State Bank of India's Marginal Cost of fund based Lending Rate (MCLR) applicable for the tenure of 01 year prevailing on the original completion date specified in the Contract plus 3% Penal Interest per annum.

This issues with the approval of the Competent Authority.

Sd/-
(R. K. Gupta)
GM/Contracts

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Circular No. 8/2017

Sub: Change in clause 9 of Settlement of Disputes of General Conditions of Contract & clause 9.2 of Arbitration & Resolution of Disputes of SCC being adopted for Supply Contracts (other than Stores dept.)

Clause 9 of Settlement of Disputes of General Conditions of Contract & clause 9.2 of Arbitration & Resolution of Disputes of SCC being adopted for Supply Contracts (other than Stores Dept.) have been merged & modified as clause 9 of Claims, Disputes, Conciliation and Arbitration of GCC for all supply tenders (other than Stores Dept) as follows with immediate effect :

9. CLAIMS, DISPUTES, CONCILIATION AND ARBITRATION

9.1 Procedure for Claims

If the Supplier intends to claim any additional payment under any clause of these Conditions or otherwise, the Supplier shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The Supplier shall also submit any other notices which are required by the contract and supporting particulars for the claim, all as relevant to such even or circumstance.

The Supplier shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Purchaser's liability, the Engineer shall on receipt of such notice, inspect such records, monitor the record-keeping and/or may instruct the Supplier to keep further contemporary records. The Supplier shall permit the Engineer to inspect all such records and shall (if instructed) submit copies to the Engineer.

Within 28 days of such notice or such other time as may be agreed by the engineer, the Supplier shall send to the engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) This fully detailed claim shall be considered as interim;
- b) The Supplier shall send further interim at monthly intervals, giving the accumulated amount claimed, and such further particulars as the Engineer may reasonably require; and
- c) The Supplier shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Supplier and approved by the Engineer;

If the Supplier fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

9.2 Payment for Claims

The Supplier shall be entitled to have included in any Interim Payment Certificate such amount for

any claim as the Engineer considers due, after taking approval from the Purchaser. If the particulars supplied are insufficient to substantiate the whole of the claim, the Supplier shall be entitled to payment for such part of the claim as has been substantiated.

9.3 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Clause 9. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 9 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

9.4 Notice of Dispute

For the purpose of Sub-clause 9.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of Completion of supplies.

9.5 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then.
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act-1996 & amended by the Arbitration & Conciliation (amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause.

9.6 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one Party inviting the other in writing to Conciliation. Conciliation shall commence when the other Party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other Party accordingly.

The Conciliation shall be undertaken by one conciliator selected from a panel of Conciliators maintained by the Purchaser. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

9.7 Conciliation Procedure

- a) The Purchaser shall maintain a panel of Conciliators, who shall be from serving or retired

engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

There will be no objection if Conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.

The Purchaser and the Supplier shall in good faith co-operate with the conciliator and in particular, shall endeavor to comply with request by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the Parties, he shall formulate the terms of a possible settlement and submit them to the Parties for their observations. After receiving the observations of the Parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement. When the Parties sign the settlement agreement, it shall be final and binding on the Parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the Conciliation proceedings.

9.8 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- a) By the signing of the settlement agreement by the Parties on the date of agreement; or
- b) By written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at conciliation are no longer justified on the date of declaration; or
- c) By a written declaration of the Parties to the Conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) By a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the Conciliation proceedings are terminated on the date of declaration.

Upon termination of the conciliation proceedings, the Conciliator shall fix the costs of the conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.

9.9 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the Parties, arising out of touching or relating to construction/manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions :

- a) Only such dispute(s) or difference(s) in respect of which notice has been made under Clause 9.1 but could not be settled through Conciliation, together with counter claims or set off, given by the Purchaser, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day , a written and valid demand for arbitration is received by Managing Director, Delhi Metro Rail Corp, Ltd., New Delhi (MD/DMRC)
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the Parties as under:

9.9.1 Number of Arbitrators: The Arbitral Tribunal shall consist of:

- (i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed ₹ 50 lakh.
- (ii) 3 (three) arbitrators in all other cases.

9.9.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure :

- (i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/DMRC, the Purchaser will forward a panel of 03 names to the Supplier. The Supplier shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Purchaser. In case the Supplier fails to choose one Arbitrator within 30 days of dispatch of the request of the Purchaser then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- (ii) In case of 3 Arbitrators:
 - (a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/DMRC, the Purchaser will forward a panel of 5 names to the supplier. The Supplier will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Purchaser.
 - (b) Purchaser will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Supplier, within 30 days from the receipt of the consent for one name of the Arbitrator from the Supplier. In case the Supplier fails to give his consent within 30 days of dispatch of the request of the Purchaser, then MD/DMRC shall nominate both the Arbitrators from the panel.

- (c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Supplier or from the larger panel of Arbitrators to be provided to them by Purchaser at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then upon the request of either or both Parties, the Presiding Arbitrator shall be appointed by the Managing Director /DMRC, New Delhi.
- (d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator/Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- (e) The Purchaser at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the Panel along with their professional experience, phone nos. and addresses to the Supplier.

9.9.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 9.9.2 above):
The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

A working /Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of supply contracts; or

A Retired officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in contract Management of Supply Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts/Finance department, having experience in Contract Management of Supply Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

9.9.4 No new claim shall be added during proceedings by either Party. However, a Party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

9.9.5 Neither Party shall be limited in the proceedings before such Arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision

given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the Arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to Arbitrators. Neither Party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

- 9.9.6** It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the **Arbitration and Conciliation (Amendment) Act, 2015** or as amended up to date.
- 9.9.7** If the Supplier does not prefer his specific and final claims in writing, within a period of 90 days of receiving the final payment from the Engineer, he will be deemed to have waived his claim(s) and the Purchaser shall be discharged and released of all liabilities under the contract in respect of these claims.
- 9.9.8** Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 9.9.9** The Arbitral Tribunal should record day to day proceedings. The Proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days /365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to Time Schedule for early finalization of Award.
- 9.9.10** The Award of the Sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding n all Parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 9.9.11** A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.
- 9.9.12** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

9.10 Interest on Arbitration Award

Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

9.11 Cost of Conciliation /Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the Purchaser from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the Purchaser or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each Party in connection with the preparation, presentation will be borne by itself.

9.12 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the Purchaser and Supplier agree to the sole jurisdiction of courts in Delhi/New Delhi

9.13 Suspension of Work/Supplies on Account of Arbitration

The reference to Conciliation/Arbitration shall proceed notwithstanding that the Supplies shall not then be or be alleged to be complete, provided always that the obligations of the Purchaser/ its representative and the Supplier shall not be altered by reasons of arbitration being conducted during the progress of the Supplies. Neither Party shall be entitled to suspend the Supplies or part of the Supplies to which the dispute relates on account of arbitration and payments to the Supplier shall continue to be made in terms of the Contract.

This issues with the approval of the Competent Authority

Sd/-
(R. K. Gupta)
GM/Contracts

1. All EDs, PDs, CGMs, HODs & CPMs
2. Sr. AGM/IT : for uploading on intranet please.

Copy to

1. **DRS, DW, DO, DP, DF, DBD & DE**
2. **OSD to MD – for kind information of MD please.**

CIRCULAR NO.05/2017

Sub: Replacement of Conventional Measurement Books by Computerized Measurement Books in contracts of Electrical Department.

- 1.0 During review meeting, some of the contractors of Electrical & Mechanical (E&M) and Environmental Control System (ECS) have requested to allow the use of Computerized Measurement Book for easing the process of recording of measurements as the manual system of measurements is very cumbersome & time taking. It was also brought out by them that already in some of the Government Departments and PSUs, Computerized MBs are being used.
- 2.0 It has been decided that system of Computerized MBs in place of conventional MBs will be introduced for recording of measurements in **Contracts of Electrical Department** on experimental basis and if found suitable, same will be adopted in Contracts of other Department also. Following procedure to be adopted.
- (i) The record of measurement shall be submitted by the Contractor in hard copy of A4 size in Computerized Form for each running on account bill and called as Computerized MB henceforth. Each page of Computerized MB should be serially numbered starting from 1st page. These will be submitted along with running on account bill.
 - (ii) All pages of Computerized MB should have distinct No. based on Contract No. and running Account bill No. e.g a DMRC Contract having CE xxx and running Account Bill No. yy will be mentioned as DMRC/CE/xxx/yy in all the pages.
 - (iii) A record of Computerized MBs submitted by the Contractors shall be maintained in a separate register named as Computerized Measurement Book Register by DMRC field official having details of date of submission, name of the Contractor, Computerized MB No., total no. of pages and remarks if any.
 - (iv) The same format as in Conventional Measurements Books shall be used for the Computerized Measurements Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure. The Contractor shall ensure that item no. description and unit are as per BOQ.
 - (v) The Computerized Measurements Book shall have no cutting or over-writing etc when submitted by contractor. Once a hard copy has been submitted by contractor, no replacement of any pages on any account will be permitted. The DMRC official who corrects, his identity shall be reflected by signing with date. The correction should be done in such a manner that its original contents are readable after correction.
 - (vi) The JE, Assistant Manager/Manager and Dy.HOD concerned, shall check /test these computerized MB as per existing instructions.

This is issued with the approval of MD

Sd/-
(R. K. Gupta)
GM/Contracts

1. All EDs., PDs, CGMs, HODs & CPMs
2. Sr. AGM/IT: for uploading on intranet please.

Copy to:

1. **DRS, DW, DO, DP, DF, DBD & DE**
2. **OSD to MD – for kind information of MD please.**

CIRCULAR NO.04/2017

Sub: Issue of performance Certificate for the on-going works.

At present, Work experience Certificates, Partial Completion Certificates containing broad summary of Physical /Financial progress are being issued for Civil works by CE/Planning based on certification of CPM and after approval of concerned Director in terms of Note No. DMRC/20/II-186/2007 dated 27.08.14 & 16.03.15.

Subsequently, a revised Performa as per Appendix-19A of Form of Tender regarding Performance of work was issued by Circular No.1/2017 in terms of letter no. DMRC/20/130/99 dated 13.02.17 and same is required to be submitted by the prospective bidders in DMRC tenders. Some of the bidders have represented that performance certificates for on-going works are not being issued by CPMs.

Therefore, it has been decided to authorize CPMs to issue Performance Certificate for the on-going works as per the Performa enclosed as Annexure-I on the request of Contractors. A copy of such performance Certificate issued to the Contractors should also be sent to GM/Contracts for record and for any future reference.

This is issued with the approval of MD

Sd/-
GM/Contracts

1. All EDs., PDs, CGMs, HODs & CPMs
2. OSD to MD – for kind information of MD please
3. Sr. AGM/IT: for uploading on intranet please.

Copy to:

DRS, DO, DP, DF, DBD & DE for kind information please.

DELHI METRO RAIL CORPORATION LTD.

File No. _____

Date: _____

TO WHOM SOEVER IT MAY CONCERN

Performance of on-going work of

contract _____

1	Name of the project	
2	LOA No. & Date	
3	Name of the contractor	
4	Joint Venture along with share if JV	
5	1. Contract Value 2. Revised contract value if any	
6	Date of commencement of work	
7	Date of completion/extended date of completion, if any	
8	General Performance of the contractor	*Satisfactory/Unsatisfactory

This certificate is issued on the request of (Name of Contractor) for Business Development purpose only.

*Strike out whichever is not applicable.

Name & Designation of Issuing Authority**Copy to: GM/Contracts for information & record.**

CIRCULAR NO.02/2017

Sub: Introduction of new clause in instructions to Tenderers (ITT) for use of Recycled Products from Construction & Demolition Waste.

Ref: Pr. Secretary (UD) Order No.7(84)/AD/LB/2016/5782-5805 dated 06.07.2016

In reference to above, following new clause is approved by the Competent Authority which is to be added in the instructions to Tenderers (ITT) of all tender documents:

C5.4 C&D Waste Management and Use of Recycled Products in Delhi

Regarding Construction and Demolition (C&D) Waste management and use of recycled products in Delhi the tenderers must note that;

- a) They have to devise appropriate measures for management of Construction and Demolition (C&D) waste generated including its processing and for using the recycled products in the best possible manner. The Tenderer shall adhere Construction & Demolition (C&D) Waste management Rules, 2016 notified by Govt. of India. The tenderer should also take note of advisory of Govt. of NCT of Delhi issued on "Use of Recycled Construction & Demolition waste projects in Delhi" vide their F. No. 23(232)/E-in-C Projects/PWD/2015-16/17902-23 dt 14.09.2015 in combating and mitigating climate change phenomenon and giving high priority to Swachh Bharat Mission of Govt. of India.
- b) A minimum of 2% C&D recycled products (2% of value of building works) shall be used for building (for stations, depots, housing colonies, offices etc but excluding viaduct & tunnels) works and a minimum of 10% of C&D products (10% of value of road works) shall be used for road works. Before accepting recycled products, the same shall be tested as per required specifications. The recycled materials products shall be used in non-structural members like kerb stone, paver tiles in footpath, earth filling, use of bricks in non-load bearing partition walls, boundary walls, toe walls, recycled aggregates in lean concrete /PCC etc.
- c) Compliance certificate and details of compliance of this conditions shall be submitted by the Contractor along with respective running account bill. The payment of running account bill shall be released by the Engineer's representative after verifying and certifying the same.
- d) The tenderer will have the option of getting their C&D waste disposed at recycled plants got installed by DMRC, any of the MCD or other agencies at their opinion and their own cost. The tenderer will also have option of establishing their own plant during the currency of contract within the land allocated for project if establishing such plant is permissible at location of land identified for contract under environmental and other applicable laws/byelaws without any cost to DMRC. During execution of the work, the contractor will have to submit proof of disposal of C&D waster at any of such C&D waste recycling plants along with each RA bill.

Accordingly, all departments dealing with tender/procurement are hereby advised to keep above clause in the upcoming tenders.

This is issued with the approval of MD.

**Sd/-
(R. K. Gupta)
GM/Contracts**

1. All EDs., PDs, CGMs, HODs & CPMs
2. OSD to MD – for kind information of MD please.
3. Sr. AGM/IT: for uploading on intranet please.

Copy to:

DRS, DO, DP, DF, DBD & DE for kind information please.

CIRCULAR

In order to bring further transparency in dealing in Tenders following directives are issued with the approval of MD:

- (a) All LOA's should normally be issued within 3 working days of approval of TC. Any delay in dispatch of LOA will be recorded on file by the authority competent to sign LOA. The copy of LOA will be sent by email on same day besides dispatching by post and uploading on NIC/other procurement portal as the case may be for information of bidders. In case of Stores contract, where order is placed/generated through SAP, the LOA shall be automatically transmitted to procurement portal i.e. NIC/CRIS.
- (b) NIT to Include:
 - (i) "Letter of acceptance to the successful bidder shall be uploaded on procurement portal which can be downloaded by the successful bidder."
 - (ii) Contact details of CVO (e-mail & Phone No.)
- (c) Rotation policy should be followed for all officers / staff dealing in tenders.

Sd/-
(OSD to MD)

All EDs & HODs

DRS, DW, DBD, DP, DO, DF, DE- for inf. Please

C/- AGM/IT]- for uploading on Intranet please

CIRCULAR

Sub: - (i) Modification of Clause in eligibility criteria mentioned in Notice Inviting Tender regarding non-performance of bidder in their on-going works.

(ii) Performance Bank Guarantees on SFMS platform only.

1. In order to assess and examine the performance of bidders in all upcoming tenders with regards to non-performance of bidders in their on-going works, it is decided to incorporate appropriate conditions in the eligibility criteria stipulated in the Notice Inviting Tender (NIT). Thus, the extant clause 1.1.3.1 (v) of standard NIT, Appendix- 19 of Form of Tender (FOT) being used by Contract Cell are modified and an Appendix- 19A is newly added in the FOT accordingly with the approval of the Competent Authority. Sample copy for **civil engineering tenders** of the modifications are enclosed herewith as **Annexure-I** for ready reference.
2. It has been decided to consider Bank Guarantee for Performance Security (PBG) only if the same is issued on Structured Financial Messaging System (SFMS) platform in case of all new tenders with the approval of the Competent Authority. For this the extant Clause F5.1 of Standard Instructions to Tenderers (ITT) is accordingly modified Sample copy of the modifications are enclosed herewith as **Annexure-II** for ready reference.

Accordingly, as a systematic improvement in line with above guidelines, all departments are hereby advised to incorporate above modifications in all new upcoming tenders or in current tenders (through suitable addendum).

Any deviation from above described criteria needs the specific approval of the Competent Authority.

Encl: As above

Sd/-
(Sahadeva Singh)
ED/Contracts

1. All EDs, PDs, CGMs, HODs & CPMs
2. Sr. AGM/IT: for uploading on intranet please

Copy to: DRS, DW, DO, DP, DF, DBD & DE for kind information please.

(Undertaking as per clause 1.1.3.1 v 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 Civil Engineering/Electrical/ System/ Signalling/Traction works (as on the last day of the previous month of tender submission) and works completed within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.

Applicant's legal name

Date.....

Group Member's legal name.....

Page.....Of.....pages

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

Note:

- If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium has reported four or less number of works in the Appendix 19A then 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 ineligible for participating in tender process.
- In other cases, if the Overall Performance of tenderer or any member of the constituent 'substantial member(s)' in case of JV/Consortium, in more than 20% of the works reported in the Appendix 19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
- If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- If there is any misrepresentation of facts with regards to performance in any of the works reported in the Appendix 19A, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process.

Stamp & Signature of Authorised Signatory

Example:

Works reported in the Appendix 19A	1-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3

ANNEXURE-II

F5 Performance Security

F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

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

- (a) Bank draft in favour of "Delhi Metro Rail Corporation Ltd.", payable at "New Delhi" from a Scheduled Commercial Bank based in India, or
- (b) Fixed Deposit Receipt of a Scheduled Commercial Bank / Post offices based in India duly pledged in favour of "Delhi Metro Rail Corporation Ltd", or
- (c) Irrevocable bank guarantee in the prescribed format given in Annexure-7 of instruction to Tenderers (ITT), 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. 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: ICICI0000007

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

In case of joint venture/consortium, the Performance Security is to be submitted the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

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

F5.2 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.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

CIRCULAR

Sub: -Legal vetting of debarment/blacklisting orders.

Central Vigilance Commission has observed that in a particular case a debarment order issued by DMRC was struck down by the court of law on the ground of not recording proper reasons, denial of natural justice, etc. by DMRC. CVC has recommended that as a systematic improvement, all such debarment orders should mandatorily be legally vetted before issuance to ensure that basic principle of natural justice etc. are complied with.

Accordingly, as a systematic improvement in line with CVC guidelines, all departments are hereby advised to forward debarment/blacklisting orders to Legal department, through Contract Cell, for vetting before issuing the same.

This has been issued with the approval of MD.

Sd/-
(Sahadeva Singh)
ED/Contracts

1. All EDs, PDs, CGMs, HODs & CPMs
2. Sr. AGM/IT: for uploading on intranet please.

- Copy to:**
1. DRS, DW, DO, DP, DF, DBD & DE
 2. OSD to MD- for kind information of MD please.

NOTE

Sub: Implementation of Internet based e-procurement / e-tendering system in Delhi Metro Rail Corporation Limited. through NIC

M/s ITI Limited was awarded work of implementation of Internet based e-procurement system in DMRC for a period of one year and it was further extended for 6 months which is going to expire in this month.

Now M/s NIC has been engaged for providing internet based e-procurement system to DMRC. In this connection it is requested that all the HOD's (including finance) may identify & nominate officials for facilitating e-tendering for works to be processed & finalized by them for creation of "user accounts" in NIC e-procurement portal.

Please note that now onwards all tenders shall be uploaded on website www.eprocure.gov.in of NIC and uploading of tenders on **tenderwizard.com** shall be stopped forthwith.

All concerned are requested to contact NIC representatives Mr. Aamir Hakim, Mobile No. 9711690059 and Mr. Shiv Kumar, Mobile No. 8252584853 for further guidance in the matter.

Sd/-

(ED/Contracts)

All EDs, HODs, PDs & CPMs

Copy to:

1. DRS, DW, DP, DBD, DO, DF, DE – for kind info. Please
2. OSD to MD for kind info. of MD please
3. AGM/IT – for uploading on Intranet.

CIRCULAR

Sub: Approximate cost of work put to NIT.

In order to have uniformity across all departments, it has been decided that now onwards approximate cost of work to be mentioned in NIT shall be at par with the sanctioned estimate excluding contingencies land, etc.

This has been issued with the approval of DW.

Sd/-
(Sahadeva Singh)
ED/Contracts

1. All EDs, PDs, CGMs, HODs & CPMs.
2. All Dy. HODs.
3. Sr.AGM/IT: for uploading on intranet please.

- Copy to:**
1. **DRS, DW,DO, DP, DF, DBD, & DE.**
 2. **OSD to MD – for kind information of MD please.**

CIRCULAR

Sub: Procedure for application of provisions of clause 12.5(ii)(a)(e) and (f) for variation in quantities of items under BOQ schedules of Contract.

1. While arriving at the decision to negotiate rate under above clause of G.C.C., the following procedure will be followed:

(a) For the purpose of clause 12.5(ii)(a), the 'Group' will be taken as a collection of similar items that have been grouped in a BOQ and summarized as one Group to the summary of that BOQ (say Schedule B) or that part of BOQ (like B1, B2, etc.). A sample copy of such BOQ and a summary is attached for clarity. In the summary of Sub-Schedule B1, Misc. works and Civil utilities shall be considered as separate Groups (Annexure-A). Similarly in the summary of Sub-Schedule B2 Stone & Tile work, Flooring works, Finishing works etc. shall be considered as separate Groups (Total 14 Groups Annexure-B). In the summary of Schedule C, Earth works, Cement Concrete works, Brick works, Granite Stone works etc. shall be considered as separate Groups (Total 16 Groups, Annexure-C). Wherever an amount is given as 'any other items of DSR' it will be treated as a separate Group.

The negotiation in rates of any item of Group will be considered only if the amount of Group exceeds by more than 25% of the original value of that Group. There is no limit on variation of a particular item within the Group.

(b) The individual item not part of any Group will be governed by clause 12.5(ii)(e) according to which the variation in quantities of such individual items (whose amount in BOQ is less than 1% of original contract value i.e. LOA amount) is allowed upto 2% of LOA amount. The negotiation of rates for such items should be considered only for quantity beyond 2% of LOA amount.

(c) For variation in individual item(s) that have a value more than 1% of LOA amount, the negotiation is permissible only if increase in quantity is more than 25% of quantity mentioned in BOQ of original contract.

(d) While arriving at negotiated rates the current rate of material, manpower, T&P, etc. the respective rates at the time of submission of tender and the price variation amount payable over the contract rates for the items of work being negotiated (depending on the month in which the work was executed) shall be kept in view.

2. This issues with the approval of MD.

Encl: As above (total 5 sheets).

Sd/-
(Sahadeva Singh)
ED/Contracts

1. All EDs, PDs, CGMs, HODs & CPMs.
2. Principal Adviser(DMRC) and other Advisors.
3. AGM/IT – for uploading on Intranet.

Copy to: 1. DRS, DW, DO, DP, DF, DBD & DE

2. OSD to MD – for kind information of MD please.

Schedule - B

Abstract of summary of Sub Head B-1, B-2					
Sl. No.		Description	BOQ Amount	Percentage quoted by the tenderer above/ below at Par the total amount of Sub Schedule (In %age)	Quoted Amount (In Rupees)
2	Sub Head B-1	Detail of Misc. Works and Diversion of Uncharted Utilities (NDSR ITEMS)	93903045.3	4% Above (Four% Above)	9,76,59,167
3	Sub-Head B-2	ARCHITECTURAL FINISHING WORK, PLUMBING, DRAINAGE WORKS AND OTHER MISC ITEMS – NDSR ITEMS	211319911.60	4% Above (Four% Above)	21,97,72,709
Total (In Figures)			NA	NA	31,74,31,876

Sd/-
Authorised Signatory with Company Seal
000953

CC-47 Bill of Quantities

Summary of sub head –B1 (Non DSR items).		
Summary of Misc. works. And Diversion of uncharted Utilities (NDSR items).		
Sl. No.	Items	Amount (₹)
1.	Misc. Works	69,025,144.00
2.	Civil Utilities	24,877,901.30
Total of Misc. works and Utilities		93,903,045.30

000954

CC-47 – Bill of Quantities

Summary of sub head –B2 (Non DSR items).		
Sl.No.	Items	Amount (₹)
	Finishing works	
1.	STONE AND TILE WORK	53,765,448.02
2.	FLOORING WORKS	5,609,574.33
3.	FINISHING WORKS	35,445,826.54
4.	SUSPENDED CEILING WORKS	1,279,417.46
5.	METAL WORKS	85,305,207.52
6.	GLASS WORKS	13,258,500.50
7.	MISCELLANEOUS WORKS	77,179.20
8.	SITE DEVELOPMENT WORK	2,296,880.00
	Total	197,038,033.57
	Plumbing works	
9.	SANITARY INSTALLATIONS	121,039.46
10.	WATER SUPPLY	2,605,525.82
11.	DRAINAGE	139,436.40
12.	RAIN WATER PIPES	1,608,151.20
13.	PUMPS	8,686,371.88
	Total:	13,160,524.76
14.	FIRE DOORS	1,121,353.27
TOTAL OF SCHEDULE B-2 FINISHING WORKS & FALSE CEILING		211,319,911.60

000959

Abstract of summary of Schedule-C

Sl. No.		BOQ Amount	Percentage quoted by the tenderer above/ below/at par the total amount of Sub Schedule (In %age) In figs In words		Quoted amount (In Rupees) In figs In words	
1	Schedule-C	75910680.14	4% Above	Four percentage above	7,89,47,108	Seven crores eighty nine lakhs forty seven thousand one hundred and eight only

Sd/-

Authorised Signatory with Company Seal
000972

CC-47 – Bill of Quantities

Summary of schedule-C(DSR- Items)		
SUMMARY OF CIVIL WORK (DSR-2012 Items)		
Sl. No.	Items	Amount (₹)
1.	EARTH WORKS	863,270.00
2.	CEMENT CONCRETE WORKS	6,683,428.50
3.	BRICK WORKS	909,132.00
4.	GRANITE STONE WORKS	845,978.30
5.	FLOORING WORKS	14,042,958.40
6.	METAL WORK	9,055,908.92
7.	FINISHING WORKS	10,312,173.90
8.	WATER PROOFING WORKS	1,340,154.00
9.	WOOD WORKS	205,768..65
10.	SITE DEVELOPMENT WORKS	605,616..00
	Total Architectural works	44,,864,383.67
11	SANITARY INSTALLATION	1,400,080.60
12	WATER SUPPLY	1,926,573.15
13.	DRAINAGE	2,,222,900.32
14	RAIN WATR HARVESTING	475,194.40
15.	RAIN WATER PIPES	21,548.00
16.	ANY OTHER DSR ITEMS	25,000,000.00
	Total Plumbing works	31,046,296.47
	Total Civil work under DSR 2012	75,910,680.14

000973

Circular

Sub: - Types of tendering in DMRC e-tendering

1. Attention of all ED's/HOD's and Dy. HOD's is invited to CVC office order no. 43/4704 at 02.07.2004, office memorandum no. 8/02/04 dated 05.02.2004 and provisions of GFR-2005 (Rule 132, 151 – 160) [copies enclosed] containing provisions to ensure transparency in procurement matters. In this connection the following shall be ensured by all concerned.
 - a) Open tender shall be the normal method of tendering through International Competitive Bidding (ICB) basis or Local Competitive Bidding (LCB) basis.
 - b) Tenders can also be called from all the contractors pre-qualified for the specific type of work [Selected through open call of pre-qualification for which the eligibility criteria as per DMRC circulars had been examined at pre-qualification stage] for which pre-qualification was done.
 - c) No limited tenders should be invited based on a short listing/pre-qualification that is more than one year old as on the date of issue of NIT.
 - d) In cases, where competent authority decides to invite Limited Tenders for which no pre-qualified list exists, the following may be ensured:-
 - i. The reasons shall be recorded justifying the necessity, clearly bringing out the number of tenderers being invited which shall not be less than 5 per lot/tender that may be separately awarded.
 - ii. The competent authority shall satisfy itself that the number and nature of bidders selected are sufficient to receive competitive bidding.
 - iii. It may be ensured that all the tenders of a particular nature of works are not done with limited tender system. Some should be open tender to know the competitive market price.
 - iv. As per CVC and DMRC circulars, irrespective of type of tender, it is necessary to qualify the tenderers based on prescribed qualification criteria. Such qualification can be examined before shortlisting the tenderers and kept on file. In other cases qualification criteria should be made part of the tender itself and invited as part of Technical submission. No limited tender(s) will be called without, at some stage, examining that the tenderers meet prescribed qualifying criteria for works experience and financial strength. Any relaxation to the guidelines mentioned will be done with the approval of competent authority only.
2. This is issued with the approval of MD.

Encl: 12 sheets (as mentioned above)

Sd/-
(ED/Contracts)

All EDs, HODs (CGMs & GMs), PDs and CPMs for information and necessary action.

- Copy to:**
1. DRS, DW, DO, DP, DF, DBD, DE
 2. OSD to MD for kind information of MD please.
 3. AGM/IT – for uploading on Intranet

Circular**Sub: Estimates for tendering in DMRC.**

From the e-tendering report for the period of April, 2015 to July, 2015, it is observed that the estimated value put in NIT is at large variance vis-a-vis the value at which LOA is issued. In certain cases the lowest offer is as much as 50% below the estimates. It appears that in certain cases the estimate(s) were not realistic.

Preparation of estimates for contracts needs special attention of HODs/DY.HODs concerned. In certain cases rates are adopted by taking few selected items from a tender in which these items constituted a small portion of overall tender. Such rates are neither indicative of market rates nor of competitiveness. Due care shall be taken while adopting LAR for preparation of estimates.

Since most estimates are based on LAR, it is the responsibility of concerned HOD and Dy. HOD of executive department that the rates adopted in the estimates are reasonable, in line with current market rates, and the quantities of estimates are as accurate as possible. Generally, the rates of at least three past similar works, preferably open tender rates should be examined before adopting a rate for preparation of an estimate. Secondly, the major DSR terms shall not be included as NDSR by making minor changes in specification/description/clubbing. If estimates are prepared based on the rates taken from some vendor, who is likely to be a bidder also, the same should be verified from the excise/custom/VAT paid invoices (for high value items) of their past works.

This is issued with the approval of MD.

Sd/-
(ED/Contracts)

All EDs, HODs (CGMs & GMs), PDs and CPMs for information and necessary action.

- Copy to:**
- 1. DRS, DW, DO, DP, DF, DBD, DE.**
 - 2. OSD to MD for kind information of MD please.**
 - 3. AGM/IT – for uploading on Intranet.**

NOTE

Sub: Implementation of Internal based e-procurement / e-tendering system in Delhi Metro Rail Corporation Limited.

It has been decided that all the tenders above ₹ 5 lakhs shall be compulsorily processed through e-procurement w.e.f. 01.02.2015.

In this connection, it is requested that all the HOD's (including finance) may identify & nominate officials for facilitating e-tendering for works to be processed & finalized by them, for whom digital signature are to be obtained.

For tenders above ₹ 5 crore the existing procedure of forwarding to contract cell shall continue as per existing instruction. The action for getting digital signatures of nominated official be taken by all HODs and such requests be sent to the following email IDs with a copy to edcontracts@dmrc.org.

In case of any delay in getting Digital Signatures, the tender documents be e-mailed to tenderwizard on e-mail address twhelpdesk656@gmail.com & helpdesk751@gmail.com for uploading on the e-portal "tenderwizard". Tenders for which date of issue of NIT is 01.02.2015 or later will be invited/processed through e-tendering mode only.

This issues with the approval of the MD.

Sd/-
(ED/Contracts)

To,
All EDs, HODs & CPMs

Copy to:

1. DRS, DW, DP, DBD, DO, DF, DE
2. OSD to MD for kind info. of MD please
3. AGM/IT – for uploading in Intranet.

CIRCULAR

Sub: Approval of SCC clauses relating to commercial conditions of contracts.

Ref: GM/F/III note dated 10.09.2012.

In terms of Clause 3.3 of the Procurement Manual, Special Condition of Contracts (SCC) for various types of tenders is to be approved by the concerned Director with finance concurrence and any change is also to be approved by the Director.

It is now decided that any amendment to GCC clauses having commercial implication through SCC shall require sanction of MD so that the same can be implemented uniformly across all the departments.

This issues with the approval of MD.

Sd/-
(CE/Tender)

To
All HODs.

Copy to:
DW, DP, DE, DF, DO, DRS and DBD for information please.

CIRCULAR**Sub: - Pre-qualification criteria for Civil, Electrical and S&T works.**

Ref:- (i) Circular No.DMRC/20/130/99-Part-V dated 10.08.2009 for works costing upto ₹ 10 Crores and with the completion period of 12 months or less.

(ii) Circular No. DMRC/20/130/99 dated 18.08.2011.

Circular under reference (i) issued for works costing upto ₹ 10 Crores and completion period of 12 months or less specifies the criteria of work experience as well as financial standing and the same shall be used in future also.

Circular under reference (ii) for other works specifies only the financial criteria. The criteria of work experience for works costing more than ₹ 10 Crores will also generally be same as contained in Circular under reference (i). However, in case of JV/Consortium, following criteria for Civil works shall be followed:

1. Criteria of Work Experience:

(i) The tenderer should have completed one work of similar nature of the value equal to 80% of the Tender Value (In addition, length of tunnel/viaduct or number of stations may also be mentioned in the work).

If the above criteria is being fulfilled by the foreign partner of JV and the work was done in the country of the foreign partner then in addition to this, the foreign partner must have done at least one work of similar nature equal to 50% of Tender Value outside the country of the foreign partner.

OR

(ii) Two works of 50% of the tender value.

If both the works are done by foreign partner of the JV, then either one work should have been done outside the country of origin of the foreign partner or if both the works are in the country of the origin of the foreign partner, then in addition, at least a similar nature work of 40% of the tender value should have been done outside the country of origin.

OR

(iii) Three works of 40% of the tender value. If all the 3 works or 2 of the 3 works are done by the foreign partner of the JV, then at least one of these works must have been done outside the country of origin of the Foreign partner.

2. Key Staff

(i) **Underground Stations having tunnelling:** The key Staff for tunnel structure shall be from that member of the JV/Consortia who has the experience of tunnelling and on whose experience the JV/Consortia qualifies the criteria of work experience of tunnelling and if the JV qualifies on the credentials of tunnelling by the foreign partner then the Project Manager deployed shall be an

expatriate having minimum 15 years of total experience out of which 10 years should be in projects of similar nature.

- (ii) **Elevated works:** The Key Staff for viaduct superstructure shall be from that member of the JV/Consortia who has the experience of viaduct execution and on whose experience the JV/Consortia qualifies the criteria of work experience of viaduct execution and if the JV qualifies on the credentials of Viaduct by the foreign partner then the Project Manager deployed shall be an expatriate having minimum 15 years of total experience out of which 10 years should be in projects of similar nature.
- (iii) **Additional BG:** In case the successful tenderer is a JV/Consortium having a foreign partner and if the experience of tunnelling in case of underground works and that of viaduct in case of elevated section for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the foreign partner shall submit an additional Bank Guarantee (In addition to performance security) of an amount equal to 1% of the contract value as per LOA for the fulfilment of the condition of deployment of Key Staff and the expatriate Project Manager for the project. This Bank Guarantee shall be of validity upto the completion period of the contract.

For other than Civil works, suitable changes in the work experience criteria in case of JV/Consortium can be made by respective HOD and got approved by concerned Director.

This issues with the approval of Competent Authority.

Sd/-
(CGM/T)

All HODs

Copy to:

DW,DP,DE,DF,DRS,DO for kind information.

CIRCULAR

For works costing upto ₹ 10 Crores and completion period of 12 months or less, the financial criteria as laid down in the Circular No.DMRC/20/130/99/PT-V dated 10.08.2009 shall be followed. For other works following criteria is recommended to be followed.

The financial soundness of tenderers is to be judged based on the approximate value of work to be done in one year denoted as "X" which will be calculated as under:

$$X = \frac{\text{Time of completion in years}}{\text{Approx cost of work as given in NIT}}$$

Criteria for different financial parameters will be as under:

1. Working Capital/Net cash flow (Current Assets minus Current Liabilities):

$$\geq \frac{X}{5} \quad = \quad 3 \text{ points}$$

$$\geq \frac{X}{6} \text{ but } \leq \frac{X}{5} \quad = \quad 2 \text{ points}$$

$$\geq \frac{X}{7} \text{ but } \leq \frac{X}{6} \quad = \quad 1 \text{ points}$$

$$< \frac{X}{7} \quad = \quad 0 \text{ points}$$

2. Profit before Tax:

$$\text{Positive in 4 years or more} \quad = \quad 3 \text{ points.}$$

$$\text{Positive in 3 years} \quad = \quad 2 \text{ points}$$

$$\text{Positive in 2 years} \quad = \quad 1 \text{ points}$$

$$\text{Negative in all 3 years} \quad = \quad 0 \text{ points}$$

3. Net Worth:-

$$\geq \frac{X}{3} \quad = \quad 3 \text{ points}$$

$$\geq \frac{X}{4} \text{ but } < \frac{X}{3} \quad = \quad 2 \text{ points}$$

$$\geq \frac{X}{5} \text{ but } < \frac{X}{4} \quad = \quad 1 \text{ points}$$

$$< \frac{X}{5} \quad = \quad 0 \text{ points}$$

4. Average annual turnover:

$\geq 2x$	= 3 points
$\geq 1.4x$ but $< 2x$	= 2 points
$\geq 0.8x$ but $< 1.4x$	= 1 points
$< 0.8x$	= 0 points

Note:

- (a) Working capital and Net worth will be based on latest audited balance sheet.
- (b) Average Annual turnover and profitability will be based on last 5 years audited balance sheets. In case audited balance sheet of the last year is not made available by the bidder, he has to submit, an affidavit certifying that the 'balance sheet has actually not been audited so far'. In such a case, the average of turn over of previous 4 years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non-responsive.
- (c) In case of Joint Venture/Consortia, these financial parameters will be worked out as under:

(1) Working capital:

- (i) **For minimum requirement (Initial filter Criteria):** Requirement of working capital is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation = M and member-2 has percentage participation = N. If minimum working capital required is 'W' then working capital of member-1 $\geq \frac{WM}{100}$ and working capital of member-2 $\geq \frac{WN}{100}$

- (ii) **For allotment of points:** Figures of working capital required for different points to be distributed between members as per their percentage participation. Points to be allotted to every member based on this distribution and working capital of the member. Minimum of the points allotted to any member shall be the points of the JV.

(2) Profitability:

- (i) **For minimum requirement(Initial filter criteria):** The profitability of only lead member shall be evaluated.
- (ii) **For allotment of points:** Points will be allotted to every partner separately and the weighted average of the points scored by each partner/member as per their participation will be the profit of JV/Consortium.

Example: Let Member-1 has percentage participation of =M and Member-2 has percentage participation of =N. Let the points scored by Member-1 are "A" and by member-2 is "B", then, the score of JV will be: $\frac{AM+BN}{100}$

(3) Net worth: Net worth will be based on the percentage participation of each Member.

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

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

(4) Average annual turn over from works: The average annual turn over of JV will be based on percentage participation of each member.

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

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

Though the above criteria is recommended to be used for all works costing more than ₹ 10 crores but instead of point system, the executive depend upon the nature\of work and other circumstances may decide to use only the minimum eligibility criteria which shall be as under:

1. Working Capital/Net cash flow (Current Assets minus current liabilities should be $\geq \frac{x}{7}$
 2. Profit before Tax should be positive in 2 years out of last 5 years.
 3. Net Worth should be $\geq \frac{x}{5}$
 4. Average annual turn over should be $\geq 0.8x$
- In this case also, Notes (a), (b) and (c) shall remain valid.

Sd/-
(CGM/Tender)

Copy to: All HODs

CC: DE/DF/DO/DRS/DW/DP

OSD to MD – for kind information of MD.

Circular

Sub: - Uniform Prequalification (PQ) criteria for Civil, Electrical and S&T works

Uniform Prequalification criteria as follows may be prescribed in tenders for works costing upto ₹ 10 crores and with the completion time 12 months or less.

(A) Work Experience

Experience of having satisfactorily completed similar works during last 5 years ending last day of month previous to the one in which the tenders are invited should be either of the followings:-

- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or

- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

Or

- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Note: 1. Successfully completed portion of ongoing works shall also be considered for qualifying this criteria.

2. Definition of "SIMILAR WORK" should be clearly defined.

(B) Financial Standing (Annual Turn Over):-

Applicant should have average Annual Turnover of last three audited financial years not less than 0.8X.

$$\text{Where, } X = \frac{\text{Estimated cost of work as per NIT}}{\text{Completion period (in years)}}$$

The criteria regarding quality of personnel plant & machinery, equipment etc. may also be incorporated according to the specific requirement of the project with specific approval of the tender approving authority.

Any deviation from the above prescribed PQ criteria will need specific approval of the competent authority i.e. Tender accepting authority.

Sd/-
(Mangu Singh)
Director (Works)

Copy to

All HODs

CC : DE/DF/DO/DRS/DW/DP

OSD to MD – For Kind information of MD

Sub: Tender Security for Works Tender.

The value of Tender Security for works tenders managed directly by DMRC shall be as follows:

Sl. No. Tender Value	Amount of Tender Security
1. For works upto ₹ One Crore	2 (two)% of the tender value subject to a maximum of ₹ 1 lakh.
2. For works above ₹ One Crore	1 (One)% of the tender value .

For tender value upto ₹ 1 Crore, the Tender Security shall be invariably in the form of a demand draft from the Scheduled Bank. Tender Security for works costing more than 1 crore may be accepted in the form of a Bank Guarantee from a Scheduled Bank in the proforma given at Annexure "A". The Bank Guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the tender.

This is issued with approval of the competent authority.

Sd/-
(NILMANI)
Dy.CE/P

All HODs/Dy.HODs.
Encl: Annexure - A

Sub: Cost of Tender Documents for Works Tender

The cost of Tender Documents for works tenders managed directly by DMRC shall be as follows:

Sl.No	Tender Value	Cost of tender document
1.	Upto ₹ 1 lac	₹ 500/-
2.	Above ₹ 1 lac and upto ₹ 10 lac	₹ 1,000/-
3.	Above ₹ 10 lac and upto ₹ 2 crore	₹ 5,000/-
4.	Above ₹ 2 crore	₹ 20,000/- + VAT as applicable 5% in Delhi State

This is issued with approval of the competent authority.

Sd/-
(NILMANI)
Dy.CE/P

All HODs/Dy.HODs

VIGILANCE

NOTE

Sub:- Submission of reply to Vigilance observations.

It has been observed that reply to Vigilance Observations are being furnished in a vague and evasive manner resulting into multiple clarifications being asked from the executives. It delays the entire process of Vigilance investigation.

More often than not, the reply is initiated by the lower level officials and the same is simply forwarded by Dy. HOD's and HOD's without any comments from their end.

It is, therefore advised that any communication made in connection with the Vigilance matters should be initiated not below Dy. HOD's level.

Sd/-
(Ghansham Bansal)
CVO

All EDs/HODs

CC: DRS/DW/DBD/DP/DO/DF/DE

OSD/MD – for information please.

Sr. AGM/IT – for uploading on the intranet.

Circular/01/2016

Sub:- Irregularity/Negligence observed in signing of Contract Agreement / tender documents in O&M Department.

In one of the Preventive Checks done in O&M work by the Vigilance, it is found that contract agreement was not signed even after the expiry of stipulated time of work given in tender. This is an example of poor contract management.

In view of above, all concerned are therefore advised to take note of it to avoid such kind of lapse in future. Contract agreement must be signed within the time period mentioned in ITT for signing of agreement and in case of failure by contractor to do so; action must be initiated as given in ITT.

Sd/-
(Ghansham Bansal)
Chief Vigilance Officer

All EDs & HODs

CC: DRS/DW/DBD/DP/DO/DF/DE

OSD to MD – For kind information.

Sr. AGM/IT - for uploading on intranet.

NOTE

Sub:- Action taken on penalties arising out of Vigilance cases.

It has been observed that Notice of Imposition of Penalty (NIP) arising out of Vigilance cases is not being sent to Vigilance. This intimation is very essential for updating the Vigilance records.

It is, therefore, advised that Executive should promptly complete the disciplinary proceedings and after imposing the penalty, send the NIP to the Vigilance, so that the record of penalties imposed could be maintained in Vigilance records and accordingly the same is reflected in Vigilance clearance.

Sd/-
(Ghansham Bansal)
Chief Vigilance Officer

All EDs/HODs

Copy to:

DRS, DW, DBD, DP, DO, DE – For information please.

Sr.AGM/IT – for uploading in the intranet.

NOTE

Sub: -Guidelines to curb practice of Associations formed/patronized by CPSE/PSB officials, their spouses etc., obtaining donations from contractors or persons having commercial relations/official dealings with the CPSEs/PSBs regarding.

The Commission had advised the administrative Ministries, i.e DPE and Department of Financial Services Department of Public Enterprise as well as the Department of Personnel & Training to examine the issue of incorporating specific provisions in the Conduct Rules, governing the conduct of the officials or issue necessary instructions to curb the practice of associations/organisations formed by their employees, their spouses, etc. The administrative Ministries have issued the instructions on the subject.

The DPE has advised that the concerned Ministries/Departments having CPSEs under their administrative control may issue necessary instructions to curb such practice in their CPSEs and also instruct them to suitably amend the Conduct Discipline & Appeals (CDA) Rules to incorporate a specific provision as under:

“Obtaining donations/advertisement/sponsorship etc. by the associations/NGOs formed by either employees or their spouse/family members, etc. from the contractors, vendors, customers or other persons having commercial relationship/official dealings with the CPSE will be treated as misconduct.”

A copy of the CVC's circular, along with the instructions issued by Department of Financial Services vide letter No.14/56/2015/Vig. dated 28.1.2016 and 28.03.2016 and Department of Public Enterprise letter No. DPE-GM-06/0002/2015-GM/FTS-4861 dated 14.12.2015, on the above subject are forwarded herewith for information and compliance.

Sd/-
(Ghansham Bansal)
Chief Vigilance Officer

All EDs/HODs

CC: DRS/DW/DBD/DP/DO/DF/DE

OSD to MD – for kind information

Sr.AGM/IT – for uploading on the intranet.

AMENDMENT TO VIGILANCE CIRCULAR NO. 01/2012

Sub:- Procedure order for calling of Tender/Award of Tender/Extensions/Execution in PD & O&M Contracts.

The provision of para 7 (ii) is amended as under:-

Para	Provision as per Circular no. 01/2012	Proposed Modification
7 (ii)	If only one tender received in open tender call, it should be treated as single tender and approval shall lie to the level as per SOP.	<p>If only one Tender is received in response to an open Tender invitation, this will be treated as an Open Tender for the purpose of evaluation and acceptance of the Tender. However, in such a case the Tender Committee to examine and comment that the Tender was advertised in the prescribed manner and put up its recommendation with due diligence on the reasonableness of rates received in the Tender.</p> <p>In case such a Tender is discharged, the concerned executive should explore the possibility of increasing the participation by suitably modifying the eligibility criteria and/ or technical specifications before inviting fresh Tender for the work.</p>

This issue with the approval of MD.

**Sd/-
Dy.CVO**

All EDs and HODs.

CC:

DE,DF,DO,DRS,DW and DBD

OSD to MD (for kind information of MD)

AGM/IT – For uploading on Intranet.

AMENDMENT TO VIGILANCE CIRCULAR NO.01/2012

Sub:- Procedure order for calling of Tender/Award of Tender/Extensions/Execution in PD & O&M contracts.

The provision of para 7 (ii) is amended as under:-

Para	Provision as per Circular no. 01/2012	Proposed Modification
7 (ii)	If only one tender received in open tender call, it should be treated as single tender and approval shall lie to the level as per SOP.	<p>In case single offer is received in response of open tender call the same shall be considered as per SOP para of open tender. However in this case Tender committee must see that the tender was advertised in the prescribed manner and take final decision with due diligence on the reasonableness of tendered rates.</p> <p>In such case it is also advised to explore the possibility of increasing participation by suitably modifying eligibility criteria and technical specifications in case TC recommends recall of tender.</p>

This issue with the approval of MD.

**Sd/-
Dy.CVO**

All EDs and HODs.

CC:

DE, DF, DO, DRS, DW and DBD

OSD to MD (for kind information of MD)

CIRCULAR/2014/05

Sub:- Procurement of S&T cable.

It has been observed that material has been accepted for S&T work, based on Factory acceptance test only.

During Preventive Check of S&T works, the samples of Signalling cables were collected for testing purpose to know the soundness of the material as per DMRC/codal provisions. The samples fail to meet the requirement of mass of zinc coating with respect to codal provisions.

In view of above, it is felt that factory test alone cannot be relied upon. Therefore, it is advised that for the compliance of DMRC specification during execution of work the material should also be got tested through independent reputed/accredited NABL Labs on random sample basis, as per pre-decided norms/frequency by the Competent Authority.

The similar practice may also be ensured by other departments while executing their procurement/works.

Sd/-

(A. K. Gupta)

Chief Vigilance Officer

All EDs/HODs

Copy to: DRS/ DW/ DBD/ DP/ DO/ DE

OSD & GM(SP) – for kind information of MD please.

AGM/IT – For uploading on intranet.

CIRCULAR/2014/04

Sub:- Civil Executives may be sensitized towards Inspection Test Plan

Recently, it was observed during inspections that Inspection Test Plan submitted by contractor at initial stage of the project doesn't contain the Finishing Items. This leads to incomplete planning of the project and may lead to subsequent problems in proper approval processes for the material, regular testing of material at site and also increasing chances of lesser supervision on quality of material due to work pressure in end phases of project.

Therefore following is recommended:-

- (i) ITP must contain all the materials to be used in the project.
- (ii) Comprehensive ITP must be submitted, scrutinized and approved in early phases of project for all items i/e finishing items (for Civil works).
- (iii) In-Principal Approval or Conditional approval should be avoided.
- (iv) Similar practice of preparing Test Plans in one go should be adopted for System Contracts.

This issue with the approval of Competent Authority.

Sd/-
(A. K. Gupta)
Chief Vigilance Officer

All EDs & HODs

CC: DRS, DW, DBD, DP, DO, DF, DE – for kind information.

OSD to MD – for kind information of MD

AGM/IT – for uploading on DMRC's Intranet please.

CIRCULAR/2014/03

Sub:- Verification of Design/GA Drawings of critical items/material of System Contracts.

It has been noted that during scrutiny of Type Test Reports as submitted by the contractors of various vendors, the approval of Vendor/GA drawings were communicated to the contractor subject to compliance of various Clauses of Contracts/Codal Provisions. The approval given such cases may only be considered as preliminary scrutiny and treating them as final approval/NOC is not in order.

A final approval by the Engineer-in-charge/Competent Authority after compliance of various provisions of contract shall be given un-conditional after incorporation of various details verification of Design as per employer's requirement detailed in contract. This final drawing/approved method statement etc. should be detailed, descriptive, and unambiguous so that the same can be verified and executed in field as per requirement mentioned in contract agreement.

Sd/-

(A. K. Gupta)

Chief Vigilance Officer

All EDs/HODs

Copy to

DRS, DW, DBD, DP, DO, DE – For information please

OSD & GM/SP – For kind information of MD

AGM/IT – for uploading on intranet.

Vigilance Circular No.2/2014

Sub:- Adherence to time limit for furnishing of reply on preventive checks and failures of sample.

With reference to above cited subject, it is observed that during preventive checks conducted in the past by Vigilance for ongoing works, the executive responded on Vigilance observations very casually and in irresponsible manner.

It is also noticed that executives have not taken any corrective / preventive measures to avoid reoccurrence of incidents even after lapse of reasonable time and despite of repeated reminders.

It is to reiterate once again that all HODs may furnish their reply on Vigilance observations within a reasonable time and take suitable measures to avoid re-occurrence of such incidents.

All concerned must take a note that in case of abnormal hinder in furnishing reply for vigilance observations and also not taking corrective steps in due course of time may indicate vigilance angle in the issue and matter can be taken up as per CVC Guidelines.

Sd/-

(A. K. Gupta)

Chief Vigilance Officer

All EDs/HODs

Copy to

DRS/ DW/ DBD/ DO/ DP/DF/ DE – For information.

OSD & GM (Strategic Planning) – For kind information of MD

Vigilance Circular No.1/2014

Sub:- Grant of Vigilance Clearance for Promotion/deputation/training etc. to DMRC officials

Ref:- DOPT's Office Memorandum No. 11012/11/2007/Esst.(A) dated 14.12.07.

It has been observed that during selection of various categories for consideration of promotion / deputation / training etc. The status of D&AR/SPE/Vigilance Clearance was not reflected in the self content note by the HR department while obtaining the administrative approval from the competent authority. The matter was brought in kind notice of Management by Vigilance Wing and management has taken serious view in this matter.

In view of the above, while processing the case file for approval from the competent authority, HR department may ensure that status related to D&AR/SPE/Vigilance Clearance or details of case if any mentioned by Disciplinary Authority and Vigilance may be clearly reflected in the Self Content note in all future cases.

Sd/-

(A. K. Gupta)

Chief Vigilance Officer

GM/HR

Copy to:

DRS/ DW/ DBD/ DO/ DP/DF/ DE – For kind information.

OSD & GM (Strategic Planning) – For kind information of MD

VIGILANCE CIRCULAR No. 02/2013

Sub:- Detailed Design Consultants (DDC) may be sensitized while selecting the technical parameters for design.

Recently, in one case, it was brought out during investigation that the DDC has given recommendation regarding type of foundation without properly analyzing the soil investigation report.

Therefore following is recommended:-

- (i) The Design cell and concerned CPM office is requested that they should also look into the recommendation of DDC based on the soil interpretation report submitted by DDC before final accepting the DDC's recommendation.
- (ii) All DDC's should also be sensitized by the concerned Engineer-in-charge to apply adequate mind while deciding about the technical requirement of work.

This issues with the approval of Competent Authority.

Sd/-
(A. K. Gupta)
Chief Vigilance Officer

All EDs & HODs

CC: DRS, DW, DBD, DP, DO, DF, DE – for kind information.

OSD to MD – for kind information of MD

AGM/IT – for uploading on DMRC's Intranet please.

NOTE

Sub:- Short comings in briefing note and evaluation of technical bids.

During scrutiny of a case of tender proceedings, it has come to notice that the briefing note has been vetted by accounts on noting page side with some correction as mentioned in their noting. However, on seeing the briefing note, the correction was made with pencil only and does not bear the signature of any official.

In view of above, to streamline the above procedure, every page of briefing note to be signed by both the executive and account officials. Apart from this, any correction made should have the initials of both executive as well as of Account personnel.

The above procedure may be followed rigorously while dealing the tenders.

Sd/-

(A. K. Gupta)

Chief Vigilance Officer

All EDs & HODs

CC: DRS/DW/DBD/DP/DO/DF/DE

OSD to MD – for kind information of MD

VIGILANCE CIRCULAR No. 01/2013

Sub:- Maintenance of Horticulture work to be looked after by the concerned Civil Deptt.

In one of the preventive checks of maintenance of Horticulture work in a depot carried out by the Vigilance Team, lots of the deficiencies/shortcomings regarding upkeep of horticulture work were observed by the Vigilance Team.

The execution & maintenance of horticulture is a very specialized type of job which can be best handled by the Civil Department as they are well aware of horticulture work, and it always comes under the scope of Civil Department. Therefore, the execution & maintenance of horticulture works in Project / O&M wing should henceforth be looked after by the concerned Civil Department only.

This issues with the approval of Competent Authority.

Sd/-

(A. K. Gupta)

Chief Vigilance Officer

All EDs & HODs

CC: DRS, DW, DBD, DP, DO, DF, DE – for kind information.

OSD to MD – for kind information of MD

AGM/IT – for uploading on DMRC's Intranet please.

NOTE**Sub:- Common Shortcomings observed during Preventive Checks.**

During Preventive Checks, following short-comings were noticed:-

- (1) Insurance policies such as Comprehensive All Risk Policy, Workmen Compensation Policy and Professional Indemnity Insurance, etc were not:-
 - (a) As per contract conditions,
 - (b) Late Commencement, OR
 - (c) Policies were not being regularly renewed – resulting in Gaps / Breaks.
- (2) Cable Trays are not provided as per contract specifications / provisions:-
 - (a) Factory made bends were not used,
 - (b) Returned edges, etc.
- (3) Deployment of less manpower with reference to that stipulated in Contract
 - (a) For Technical works,
 - (b) For Safety Health & Environment functions.
- (4) Random samples are not being collected from sites & are not being sent for testing at independent accredited labs to ensure stricter Quality control.
- (5) Time to Time reconciliation of Excise Duty / Custom Duty exempted material supplied and utilized at site is not being done.
- (6) Adjustment of prices for works appearing in both Civil, Electrical or other system contracts are not being made in either of the contracts, such as Cable Trays / Supports at platform level were provided by the Civil Contractor, but the cost was not adjusted from E&M contract.
- (7) PVC Insulation Tape used for cable termination used instead of LSZH Tape stipulated in the contract specifications.
- (8) For other minor deficiencies and shortcomings were noticed indicating slackness in site supervision.

All Field units may take note of these and avoid recurrence of such instances / lapses, in Phase – III Electrical contracts.

Sd/-

(S. C. Jindal)

Chief Vigilance Officer

CEE 1, CEE 2, CEE 3, CEE 4, CEE 5, CEE 5, CGM/E 6, CGM/E 8, CEE/Plg, CEE/UD – for kind information and necessary action please.

Copy to: - DE – for kind information please.

NOTE**Sub:- Precautions to be observed in Phase – III Electrical Contracts to ensure compliance of Contract Specifications & relevant Standards for wires and cables.**

During execution of electrical works such as E&M Contracts (UG + elevated), ECS, TVS DG sets and other contracts, various contractors have used the wire and cables of approved makes like Polycab, KEI, and NICCO etc.

During preventive checks by Vigilance, 27 samples were collected from sites and got tested through reputed lab as per BS 7211, BS6724, BS7846, IS 694, IS 7098 (Pt-I) and it was observed that the samples failed in some of the following tests:-

- 1) **Resistance to Fire (as per BS 7846).**
- 2) **Hot Set Test (as per BS 7846, BS 7211 & 6724).**
- 3) **Mass of Zinc coating on armour of cable [as per BS 6724 & IS 7098(Pt-I)]**
- 4) **Conductor Resistance Test [as per BS 7846, IS 7098 (Pt-I) IS 694]**
- 5) **High Voltage Water Immersion Test (as per IS 694).**
- 6) **Ageing in Air Oven**
- 7) **Tensile strength of Insulation before and after ageing (IS 10810).**
- 8) **Inner Sheath of the cable not found extended [as per IS 7098 (Pt-I)].**

In view of above, DMRC management decided that the Vendor approval should be undertaken afresh in line with the tender conditions & proposal from all these firms or new ones be scrutinized in detail to ensure that all the quality issues observed in the past are taken care of.

To avoid recurrence of such instances, for Phase – III Electrical contracts, all the Field units are advised to:-

- a) Carefully scrutinise all the Vendor proposals to ensure compliance to Contract Specifications & relevant Standards.
- b) At the time of vendor approval, list of test reports / certificates to be submitted at the time of supply of material may be finalized & issued to the contractor.
- c) Prior to release of payments, it should be ensured that the material supplied at site should be accompanied with these test reports.
- d) To ensure compliance & quality during execution – Collect a minimum of 2 random samples from sites / store – yards in the presence of firms' representative, at frequent intervals and send them for testing as per IS/BS at independent & certified / accredited labs. The identity of testing lab should be kept secret, for this the samples may be routed through Vigilance.
- e) Special care may be taken for Fire survival & Zero Halogen cables / wires used for Under-ground stations.
- f) For a quantity more than 25 Km, the type test may also be repeated. Procedure for collecting samples to be as given in (d) above.

Sd/-

(S. C. Jindal)

Chief Vigilance Officer

CEE 1, CEE 2, CEE 3, CEE 4, CEE 5, CGM/E 6, CGM/E 8, CEE/Plg, CEE/UD – for kind information and necessary action please.

Copy to: - DE – for kind information please.

NOTE

Sub:- Putting of Details of awarded contracts on website.

Ref:- Review Meeting of MD held with CVO on 28.02.2013 for review of Vigilance Works for the Quarter ending Dec. 2012.

Under the policy of leveraging technology initiative, CVC had directed all the organizations to put the details of awarded tenders on the website for maintaining transparency in the system by putting them in public domain. However, with repeated efforts by Vigilance Wing the details of all the awarded tenders were not uploaded on website. Matter was put up to MD during the Vigilance Works review meeting under reference. MD has taken a serious view of it and directed to put the details of all the awarded tenders on Website without fail.

In view of above it is suggested that all the tenders awarded till 28 Feb. 2013 may be put on website by 15.03.2013. Copy of these may also be forwarded to this office. Compliance report in the matter may be furnished by 20th March 2013.

For necessary action please.

Sd/-

(S. C. Jindal)

Chief Vigilance Officer

ALL EDs & HODs

Copy to:

DE, DRS, DW, DBD, DP, DO, DF

Executive Secretary to MD (For kind information of MD)

CIRCULAR NO.02.2012

Sub:- Rejection of Technical Bid on the basis of Financial Data.

A complaint for not giving opportunity to clarify the stand on financial data submitted before rejection of bid was received. The matter was put up to the Competent Authority that whether such hearing can be permitted during tendering process to avoid such complaints, the Competent Authority's observation is reproduced as under:

“Tender Committee in each case may decide if clarification is permitted as per bid document and take suitable view”.

As TC is nominated on case to case basis and is formed at different levels, in terms of the SOP in respective tender cases, all officers may take a note of the above observation of the Competent Authority and take necessary action.

Sd/-

(S. C. Jindal)

Chief Vigilance Officer

ALLEDs / HODs

CC: DE, DF, DO, DRS, DW, DBD – for information please.

OSD to MD – for kind information of MD please.

VIGILANCE CIRCULAR No. 01/2012

Sub:- Procedure Order for Calling of Tender/Award of Tender/Extensions/Execution in PD & O&M Contracts.

During investigation of earning contract cases in O&M, a few procedural aspects have been found deficient in terms of transparency and fairness. Following procedure order / guidelines are to be followed while tendering and execution in O&M Wing.

1. (A) IDENTIFICATION OF RELEVANT LARs (LAST ACCEPTED RATES)

- (i) The LAR/LARs in case of earning contracts should be identified clearly (as defined below), considering the rates for similar areas (for elevated stations it should refer elevated stations of any line and under ground stations it should refer under ground stations for any line), by the estimate preparing officer and approved by the concerned Dy.HOD after finance vetting.
- (ii) In case of multiple LAR of the adjacent locations (of same line/stations) or availability of multiple locations (different elevated or underground lines/stations) the following methods are suggested:
 - (a) Average of the three LARs (of different works) with a common basis i.e. Elevated or Underground Stations.
 - (b) The appropriate one of the three may be chosen but will not be less than the average of the cognate multiple LARs.
 - (c) Wherever LAR does not exist for last 12 months and/or comparison is made with the LAR of any other organizations, like MCD, Railways and any other agencies, the same can be considered subject to that being higher than the average of the nearest three LARs within DMRC. However, the competent authority's decision shall be final in this regard.
- (iii) The LAR once identified for the purpose of estimate, shall only be reckoned for the purpose of comparison at the TC stage as well as for any further evaluation in the particular tender (for each tender separate LAR should be evolved).

1. (B) PRIORITY FOR CONSIDERATION

- (i) The LAR should be the most recent one or the highest one (in last 12 months), whichever is higher, for similar areas as defined above.
- (ii) In case of abnormally low LAR or where tender committee has awarded the work in an exceptional circumstance, such as, receiving of single offer or awarding the work even at a lower rate in absence of demand, etc., such LARs should not be considered for comparison.
- (iii) Finance Department shall keep an area-wise tabulation of LARs, as a ready reckoner for checks and guidance, while vetting/evaluating such proposals/estimates. The nodal officer shall be nominated / notified for the same.
- (iv) These could also be placed at intra-net/internet for the purpose of maintaining the transparency and regularly audited by internal audit.

2. ESTIMATES

The estimates for earning contracts should be prepared keeping in mind the following guidelines:

- (i) The estimate shall clearly specify the area available at site, area proposed for use vis-à-vis rates to be obtained, intended usage, clearances required from DMRC or any other agencies, modalities of measurement for the area required for payment, type of the structure to be provided by the prospective bidders, its common utility whether to be removed or retained, need of electricity/permission of gas connection and guidelines for staff or users for use of premises.
- (ii) The earning potential of any installation has to be reckoned with highest LAR/Relevant LAR (as per identification of relevant LAR given below).
- (iii) No item of revenue generation should be omitted while framing the estimates. In case of extreme requirement, where such omission is proposed, the same should be clearly recorded in the body of the estimate and got approved by the concerned Director.
- (iv) The schedule of rate should clearly specify that the item rates on pro rata basis and that these rates are not negotiable under any deviated operational scenario on post contract appraisal.
- (v) Any change in the accepted rates after tender finalization shall be treated as an attempt to violate the conditions of the tender. Any change in the tender condition after the issue of LOA has to be approved by an officer, who has approved TC minutes. MD, DMRC shall be the final authority for such matters in all cases, irrespective of the rank of the approving authority.

3. RESERVE PRICE

- (i) The reserve price should be fixed in advance by a committee, constituted for this purpose and approved by the competent authority as per SOP.
- (ii) The reserve price shall be fixed by the designated executives in consultation with Finance. Tender should be opened after fixing the reserve price.

4. CALLING OF TENDERS

- (i) Administrative approval of the proposal should commence at least 4 months in advance of contract closure. The responsibility of putting up the proposal will be of AM / Mngr handling the work.
- (ii) Tenders should be floated at least 3 months in advance.
- (iii) Notice period should not be less than 25 days in general and 15 days in emergent situation after due record of the reasons thereof.
- (iv) Tender notice should have wide publicity i.e. Newspapers and websites.
- (v) Calling of limited tender/quotations should have minimum three participants. Otherwise open tender process should be followed. Quotation invitation notice should be displayed on notice board as well as on DMRC website.
- (vi) Calling of limited tender/quotation should have administrative approval with reasons recorded in writing. The responsibility of any discrepancy in recording the facts will lie with the Executives.

- (vii) In case of calling of Limited or Single Tender, the NIT must be sent through Speed Post and acknowledgement must place in the file in which NIT pertains. In case of emergency we may send the NIT either by FAX or e-mail and simultaneously it should also be sent through Speed Post and reason of emergency must be stated in file.
- (viii) All offer should be received in the sealed cover enveloped, No mail or fax offer shall be accepted.
- (ix) Limited Tender may be sent only to the pre-qualified parties and number of parties may be decided on the basis of value of estimate, but not less than three parties.
- (x) Responsibility of presenting facts in the proposal for administrative approval of CA will be with the Executive i.e. AM / Manager initiating or recommending the proposal.

5. Comparative Statement

While preparing Comparative Statement, item wise estimates should be mentioned and variation in absolute figure and the % age must be done with L-1 in case of expenditure and with H1 in case of earning. It must include total cost including packing freight taxes etc. and compare with estimate.

6. Schedule of Powers (SOP)

- (i) Provisions of SOP should be followed meticulously.
- (ii) For works not appearing in SOP, the approval in such cases lies in principle with the MD and subsequently mode of tendering is to be dealt as per SOP.
- (iii) Subsequently, concerned Executive will take up (the items not covered in SOP) through concerned Directors for making provision of such items in the SOP (Follow the procedure for change in SOP).
- (iv) Violation of SOP provisions will be treated as misconduct and attract disciplinary action.
- (v) No work shall be deemed to have “no financial” impact on DMRC to avoid finance vetting even if nothing is payable from DMRC side.

7. AWARD OF TENDERS

- (i) Work should be awarded to L-1 (or H-1 as applicable). If L-1 (or H-1) backs out, no negotiation is permitted with L-2 (or H-2) as per extant CVC guidelines and then there should be re-tendering.
- (ii) If only tender is received in open tender call, it should be treated as single tender and approval shall lie to the level as per SOP.
- (iii) The approval of one work cannot be applied ex-post-facto to other cases. A specific & defined process shall be followed in each case.
- (iv) The work on quotation basis shall normally not exceed 12 months time and the values as per SOP. Any extension more than 02 months shall required approval from one step higher than the accepting authority in the particular case.
- (v) Awarded tenders should be uploaded on the website irrespective of its value.

8. EXTENSION

Extension of earning contracts i.e. advertisement, licensing of space etc., and service contracts, i.e. house-keeping, manpower supply, etc.

- (i) Is not permitted in general.
- (ii) Should only be considered in exceptional circumstances where there is a delay in provisioning of new contract.
- (iii) Should only be considered in exceptional circumstances with recorded reasons thereof for 3 months by the concerned HOD and for 6 months by concerned Director. No extension beyond 6 months shall be given in any case.
- (iv) However, where clause of Extension is already provided in Contract Agreements, it shall be exercised only when it is in the benefit of DMRC with recorded reasons thereof. In such cases the extension shall be treated as fresh contract to be awarded on single tender basis and approval shall lie with authority as per SOP for single tender.

9. TENDER COMMITTEE

- (i) TCs should be constituted well before calling of tenders i.e. after taking administrative approval of the work.
- (ii) TCs should have one member each from Finance, concerned department and third member from other department (probably Technical Department).
- (iii) TCs should ensure that estimates, fixing of LAR and Reserve price and calling of tender has been done as per prescribed norms before deliberating on the issue.
- (iv) TC should ensure that in their deliberations the estimate rates are not revised. Also the parameters of comparison of rates with LAR before and after opening of tender / negotiation should be the same.

10. EXECUTION

- (i) Any change in the area (- in earning contracts) in the post tender scenario vis-a-vis to area taken in the estimate shall have special approval of the executing authority as followings (a) HOD for variation for 5% (b) Directors for variation up to 10% (c) more than 10% variation shall have to be approved by MD.
- (ii) AM / Managers (Executives) handling the contracts will be directly responsible for timely processing the proposal for (a) tendering / re-tendering, (b) handling over of site, (c) extension of the contract, (d) any deviations, (e) notice for non-payment & termination of contract and (f) timely receipt of all payments. Any delay without recorded reasons on the file the responsibility shall lie with AM / Manager handling the contracts.
- (iii) Any default in payment of license fee and other dues by the licensee shall be brought to the notice of HOD immediately in writing by the concerned AM / Manager (Executive). A monthly report of all such dues will be put up by concerned HOD to the Management.
- (iv) AM / Manager (Executive) will be responsible for raising invoice giving 15 days time (before due date) of clearing all the dues by the licensee. After expiry of due date a reminder giving 15 days

time with a caution notice that in the event of failure to clear all the dues a termination notice shall be served to the licensee.

- (v) In the event of failure on the part of Licensee in payment of License fee or any other charges / dues beyond 30 days of due date, a termination notice should be issued without fail by the AM/Manager (Executive), No approval is required for the same. Along with termination notice a termination order shall also be processed including obtaining finance vetting so that on expiry of termination notice period it is ready to be served. The termination notice shall also contain the followings.
1. That no opportunity of any kind will be given in the matter after expiry of termination notice and the contract will stand terminated automatically thereafter. Any representation or any request shall only be entertained if the licensee deposited at least 100% dues within 15 days of issue of termination notice and a written request in the matter.
 2. That the contractor shall be vacating the licensed space by taking away all his articles and hand over the licensed space to respective Station Manager before last date of termination notice otherwise DMRC shall have the right to dispose of these articles to vacate the said premises. Demurrage/penal charges (as applicable / may be decided by executive separately for each premises) will be admissible from the date of termination order.
 3. A certificate from concerned Station Manager in proof of Licensee having vacated the site will be required to be submitted by the licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers shall not be entertained.
 4. Electricity & other utilities will be disconnected on 16th days of issue of this notice.
 5. That the SD shall stand forfeited as per contract conditions.

In case licensee fails to respond to the termination notice within stipulated time the following guidelines will be followed meticulously. **In no case the period between non-payment and expiry of termination notice should exceed beyond 60 days.**

ny delay without proper reasons recorded in file the responsibility in the matter will lie with designated AM / Manager (Executive).

For Shops & Kiosks:

- a) A termination order (which is ready by then after finance vetting) shall be issued immediately after expiry of termination notice along with another notice of 15 days to vacate the premises failing which premises shall be sealed by DMRC. AM / Manager (Executive) shall also ensure that the Termination Order is being pasted on the licensed premises. Written information in the matter shall also be handed over to the concerned Station Managers.
- b) Fresh proposal shall be initiated for allotment of space by AM / Manager (Executive) without fail (Any delay reasons should be properly recorded in the file and approved by the competent authority).
- c) If licensee fails to vacate the space / handover the space, it will be the responsibility of AM / Manager (Executive) to get the premises sealed after expiry of 15 days notice.

Demurrage/penal charges as applicable (may be decided by executive separately for each premises) shall be charged from the date of termination order.

- d) AM / Manager (Executive) will put up a note on expiry of termination notice to HOD for detailing a nodal officer and constituting a committee to make an inventory of the articles lying in the sealed premises and start proceedings for disposal of these articles through public auction after expiry of 15 days vacation notice.

For Advertisement spaces:

- a) A termination order (which is ready by then after finance vetting) shall be issued immediately after expiry of termination notice along with a notice of 15 days to vacate the premises failing which all the material shall be seized by DMRC. Written information in the matter shall also be handed over to the concerned Station Managers.
- b) Fresh proposal shall be initiated for allotment of space by AM / Manager (Executive) without fail (Any delay reasons should be properly recorded in the file and approved by the competent authority).
- c) If contractor fails to vacate the space / handover the space, it will be the responsibility of AM / Manager (Executive) to get the premises vacated/cleared after expiry of 15 days notice. Demurrage/penal as applicable (may be decided by executive separately for each premises) shall be charged from the date of termination order.

Terms & conditions of all the relevant tenders may be modified accordingly. The 15 days notices, 30 days termination notice, 15 days vacation notice and termination order shall have pre-approved formats and may be included in the tender documents itself. For Parking Sites, Lease Hold Properties and Stores the contract conditions may also be revisited as 10 (iv) above if applicable.

11. BANNING OF BUSINESS DEALS

In addition to clause 4.33 of GCC relating to corrupt and fraudulent practices the termination of contract and backing out after declaring L-1 twice occasions, the firm will be banned for participating in any future business with the DMRC. **(Should be part of tender conditions).**

12. Guidelines from 1 to 11 may be incorporated in NIT and contract agreement in future.

This issue with the approval of MD.

Sd/-
(S. C. Jindal)
CVO

All EDs & HODs

CC:

DE, DF, DO, DRS, DW & DBD

OSD to MD (For kind information of MD)

Circular No. Vig/01/2011

A case has come to the notice that in one of the tenders, 1 year AMC after 2 years DLP was part of the Tender Evaluation and one firm had considered AMC as a separate contract while other bidders have considered the same as part of the main contract and might have loaded bank charges towards performance guarantee and the interest on the retention for additional one year beyond DLP in the offered price, whereas the other Contractors has not done so.

In view of the above, it is advised that in all future contracts to have parity in tender evaluation, the bank charges towards performance guarantee and the interest on the retention money for additional one year beyond DLP must be loaded on the offer of the firm who have not considered the AMC as a part of the Contract, if others have loaded the same as part of that contract.

Sd/-
(S. C. Jindal)
CVO

All HODs

CC to: DE, DF, DO, DRS, DW, DP

ED (Electrical, ED/S&T, ED/RS, ED/Civil)

OSD to MD – For kind information of MD

GM/Legal, CPRO, GM/Finance – I, CGM, CE/G, CE/Plg., CE/Design – I, CE/Design – II, CE/Tender, CEE/RS, CEE/G, CGM/E/UG, CEE/TR, CEE/IT & PD, CEE/UD, CSTE – I, CSTE – II, GM/Fin/O&M, GM/Civil, CGM/E/TI, GM/Op, GM/HR/O&M, CGM (RS & S)

CIRCULAR No.VIG/01/10

Sub:- Common observations observed in CTE's Inspection

In one of the recent Inspection of store procurement contract done by CTEO, the common observations pertaining to tendering process are reproduced as under:-

- a) The page numbering of files had not been done properly. This is highly objectionable. The procurement files are very sensitive documents and there is need to properly paginate the files.
- b) The time for submission and opening of bids was kept same at 1500 hrs. During discussions, DMRC officials were advised to keep some gap between the time of submission of bids and its opening because it is not possible to remove bids from the tender box and opening them at the same time.
- c) Normally, the committee/officials opening the bids are expected to mark serial numbers to the offers e.g. if six offers are opened, then the first quotation will be numbered 1/6, the second 2/6 and so on. It is noticed that price bids was not serially numbered. There is opportunity for manipulation and interpolation of the tenders at a later stage.

In view of the above all concerned are hereby advised to ensure compliance of above observations of CTEO in tendering process in letter and sprit.

Sd/-
(S. C. Jindal)
CVO

All HODs

C.C. to DE, DF, DO, DRS, DW, DP

ED (Elect.), ED (Civil)

OSD to MD (for kind Information of MD)

CIRCULAR No VIG/05/09

Sub:- Common procedural shortcoming during tendering process.

During CTEO's inspection of one of the work, the Commission has observed that during negotiation, some additional items were added in the BOQ of tender, which did not exist in the original BOQ of tender. These items were considered and accepted by the competent authority while finalizing the tender. It was also observed that during negotiation rates of few items were also increased from the original quoted rates. The issue was viewed seriously by the Commission as this practice vitiates the sanctity of a tender.

In view of above all concerned are hereby advised to ensure during negotiation that:-

- (i) No additional item is considered / added in the original scope of work. It may be processed as N. S. Item / Separate item afresh as per SOP.
- (ii) No enhancement of rates is permitted.

Sd/-
(S. C. Jindal)
CVO

All HODs

C.C. to DE, DF, DO, DRS, DW, DP

ED (Elect.), ED (Civil)

OSD to MD (for kind information of MD)

CIRCULAR NO. VIG/04/09

Sub:- Salient points to be noted during tender processing.

During investigation of one of the complaint, certain points pertaining to routine procedures during tender process have come to notice which need extra vigil for smooth and flawless functioning. Therefore, all concerned are advised to take note of following salient points during tender processing:-

- (a) Adequate care must be taken in deciding the mode of calling of tender in single packet system or two packet system as per the nature of procurement item. Item requiring post tender compliance to specific parameters or product evaluation, two packet system should be adopted. It should also contain rejection criteria, wherever feasible.
- (b) Bill of Quantity (B.O.Q) should include all items for which rates are sought from the bidders. Criteria for evaluation of offers should explicitly mention all items including optional items.
- (c) Comparative statement at every stage of negotiation or alteration should invariably be vetted by Finance.

Sd/-
(S. C. Jindal)
CVO

All HODs

CC: DE, DF, DO, DRS, DW, DP

ED/Electrical, ED/Civil.

OSD to MD for kind information of MD

CIRCULAR NO. VIG/03/09**Sub:- Non-deployment of project personnel by the contractor.**

During recent CTE's inspection on one of the work in organization, CTEO has observed that project personnel as per minimum number of personnel to be deployed by the contractor in line with contract stipulation were not available at site.

CTEO while dropping the para was not convinced with the recovery made by DMRC from the contractor in lieu of non-deployment of project personnel and has asked DMRC to ensure that required number of qualified engineers are deployed at site in the interest of quality and safety.

In view of above, all concerned are hereby advised to ensure that:

- (i) Minimum number of project personnel as per stipulation of contract are actually deployed at site by the contractor. The manpower deployment plan shall be submitted by contractor along with Works Programme and approved by engineer.
- (ii) Prior to processing of the bill of contractor a certificate is to be taken from the contractor that the required number of project personnel as per contract provisions have been actually deployed at site by the firm. This should be verified by the CPMs/Dy. CPMs.
- (iii) For future contracts:
 - (a) Penalty clause for non-deployment of project personnel may be incorporated in the tender.
 - (b) Clear number of project personnel of each area such as Engineers, Design Engineers, Quality and SHE personnel be specified along with minimum qualifications and experience and shall be approved for deployment while approving the Works Programme based on the finalized methodologies for works' execution.
 - (c) The 100% tests shall be witnessed by Engineer's representative/GC and out of that minimum 10% shall be witnessed by XEN, AEN. Dy. CE's may also witness some of the testing as per their convenience.

Sd/-
(S. C. Jindal)
CVO

All HODs

CC: DE/DF/DO/DRS/DW/DP

ED/Electrical/ED/Civil

OSD to MD - For kind information of MD

CIRCULAR NO. VIG/02/09

Sub:- Attestation / Authentication of correction, overwriting etc. during opening of tender.

During recent CTE's inspection of one of the work in the organization CTEO has observed that correction, overwriting etc. were not properly marked in the price bid. The CTEO's observations are reproduced as under.

“Correction overwritings etc. were not properly marked on the price bid. Total number of correction, overwritings, additions etc. should be marked on each page of the price bid. In case of no correction, overwriting etc. it should be marked as 'nil' to overrule the possibility at a later stage. The original price bid should also be made part of agreement.”

In view of above all concerned are hereby advised that during opening of tender all corrections, omissions and insertions etc. are properly numbered and attested by the tender opening officers to avoid possibility of tempering of documents. The original price bid should also be made part of agreement.

The tender cell or the tender opening coordinator should ensure that these instructions are read and acknowledged by the tender opening officials every time. Also the evaluation / appraisal / tender committee should ensure compliance of these instructions and record.

Sd/-
(S. C. Jindal)
CVO

All HODs

DE, DF, DO, DW, DRS, DP

OSD to MD for kind information of MD

CIRCULAR No. VIG/01/2009

CTEO's examinations are conducted for various Civil/Electrical/S&T works and it is observed by CTEO that due care was not taken in furnishing documents/drawings or other information. This leads to difficulty in inspection and proper appraisal of the works. The complication results in unnecessary observations and correspondence. This situation is avoidable.

It is advised that all HODs may advise their officers to ensure that proper care is taken to furnish requisite documents in a prompt manner by the concerned officers/staff. It may also be impressed upon that any failure in this regard may be viewed seriously.

Sd/-
(S. C. Jindal)
CVO

All HODs

Copy to: DE, DF, DP, DW, DO and DRS – For kind information.

ED/Electrical, ED/Civil & ED/HR

CIRCULAR NO: VIG/01/2008

Sub;- Option Clause in Tender

With a view to ascertain/freeze prices for additional scope of work anticipated, sometimes option clauses are provided in the tenders. The competent authority has decided that while evaluating the tender, the cost of the optional items should also be included invariably. Exception should be only where due to special circumstances such as optional work not approved for funding by JBIC etc., departure is permitted.

The above position may kindly be noted.

Sd/-

(S. D. Sharma)

Chief Vigilance Officer

Copy to:

All HODs

DE, DF, DO, DRS, DW & DP

Sub:- Test checks in Measurement Book

During recent inspection, CTEO has observed that officer in their test check remarked on the bottom of page of MB "20% test checked". From such test check remark, it is not clear that what items have actually been test checked.

In view of above, it is suggested that while doing test check, quantity of particular item and its location should be clearly indicated in Measurement Book.

Sd/-
(S. D. Sharma)
Chief Vigilance Officer

Sd/- CE/Project,	Sd/- CE/Planning,	Sd/- CE/Design,	Sd/- CE/N,	Sd/- CA,	Sd/- CPM/E,	Sd/- CPM/S
Sd/- CPM/W,	Sd/- CPM/L-III,	Sd/- CEE/Planning,	Sd/- CEE/(TR),	Sd/- CEE (IT & PD),	CEDE,	CEE (UD),
Sd/- CSE,	Sd/- CCE,	Sd/- GM(F),	Sd/- GM/O,	Sd/- GM(M),	CUP,	Dy.COS

Copy to:-

OSD – for kind information to MD please.

For kind information

DP, DF, DE, DO, ED (RS), ED (AP)

