

DELHI METRO RAIL CORPORATION LTD.

(A JOINT VENTURE OF GOVT. OF INDIA AND GOVT. OF DELHI)

Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot (2 x 10KVA, 2x 20KVA, 2 x 30KVA, 2 x 60 KVA & 2 x 120 KVA rating) of Emerson Make.

TENDER DOCUMENT

SECTION- 1

NOTICE INVITING TENDER**1.1 GENERAL**

Delhi Metro Rail Corporation (DMRC) Ltd. invites sealed tender for "Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot (2 x 10KVA, 2x 20KVA, 2 x 30KVA, 2 x 60 KVA & 2 x 120 KVA rating) of Emerson Make".

<i>Name of Work</i>	<i>Approximate Cost of Work (in Rs.)</i>
Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot (2 x 10KVA, 2x 20KVA, 2 x 30KVA, 2 x 60 KVA & 2 x 120 KVA rating) of Emerson Make	705920/- for 1 Year (inclusive of all taxes, duties and levies etc.)

1.1.1 Delhi Metro Rail Corporation (DMRC) Ltd. herein after called the "EMPLOYER" Invites tender for the above-mentioned work

Approximate Cost of work	:	Rs. 705920/- for 1 year
Tender Security amount	:	Rs. 14118/-
Cost of Tender form (Non-Refundable)	:	Rs. 1000/- + 4% VAT = Rs.1040/-
Completion period of the Work	:	1 year From the date of issue of LOA.
Tender documents on sale	:	15/02/2010 to 05/03/2010 Between 10.00 hrs to 17.00 hrs
Date & time of Submission of Tender	:	08/03/2010 up to 15.00 hrs
Date & time of Opening of Tender	:	15.30 hrs. on 08/03/2010

The tender documents (non-transferable) can be obtained from the Office of DGM/S&T/1, 6th Floor, Right Wing, Metro Bhawan, Fire Brigade Lane, Barakhambha Road, New Delhi 110001. against Payment through demand draft drawn in favour of *DMRC Ltd.* payable at New Delhi.

Tender document can be downloaded from DMRC's website (www.delhimetrorail.com) also. If a copy downloaded from website of DMRC is used, the cost of tender document Rs. 1040/- (including tax) is to be submitted in the form of Demand Draft drawn in favour of DMRC Ltd. Payable at New Delhi at the time of submission of tender document.

1.2 COMPLETION PERIOD

1.2.1 Works envisaged under this contract are required to be carried out in all respects for a period of one year from the date of issue of LOA.

1.2.2 The Tenderer should not assume that his bid shall automatically be accepted. The same should contain all technical, Financial & other details as required for the consideration of tender.

- 1.2.3 Tender document consists of the following:
- a. Notice Inviting Tender - consisting of
 - i. Notice Inviting Tender
 - ii. Scope of Work
 - iii. Tender prices
 - b. Instructions to Tenderers
 - c. Special Conditions of Contract
 - d. Bill of Quantities.
- 1.2.4 Employer's General conditions of contract are deemed to be part of tender papers. These can be obtained from the office of DGM/S&T/1 if required, on separate request.
- 1.2.5 The Contract shall be governed by the tender documents.
- 1.2.6 The Tenderer may obtain further information in respect of these tender documents from the office of DGM/S&T/1, 6th Floor, Right Wing, Metro Bhawan, Fire Brigade Lane, Barakhambha Road, New Delhi 110001.
- 1.2.7 Tenderer is cautioned that the tender containing any material deviation from the tender document as mentioned in the clause of 1.2.3 of NIT which consists of NIT, Instructions to Tenderers, General conditions of contract, Special Conditions of Contract, Bill of quantities is liable to be summarily rejected as non-responsive.
- 1.2.8 EMPLOYER reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the EMPLOYER for rejection of his proposal.

DGM/S&T/1
Delhi Metro Rail Corporation Ltd.
6th Floor, Right Wing,
Metro Bhawan,
13 Fire Brigade Lane,
Barakhambha Road,
New Delhi 110001

SECTION-2

SCOPE OF WORK

The contractor will execute the work i.e. "Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot (2 x 10KVA, 2x 20KVA, 2 x 30KVA, 2 x 60 KVA & 2 x 120 KVA rating) of Emerson Make".

2.1 The following works shall be carried out by contractor.

2.1.1 Brief Scope

The contractor will execute the work i.e. Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot (2 x 10KVA, 2x 20KVA, 2 x 30KVA, 2 x 60 KVA & 2 x 120 KVA rating) of Emerson Make as per manufacturer recommendation

a) **Measurement/ Adjustment:** 1 parameter measurement/ adjustment per UPS per year of in house maintenance to check the key safeties and performance followed by submission of written report on the gaps/short comings observed after the end of measurement/adjustment and suggesting remedial measures. But it shall however be the pre-rogative of DMRC to implement the recommendation.

The parameter measurement/ adjustment shall be carried out during non-commercial hours between 0000 hrs. to 0400 hrs. and also submit the report.

b) **Breakdown Assistance:** The contractor shall provide assistance during major breakdowns on payment per call basis as and when required by DMRC.

i. Response Time (Max.) - 03 hours

ii. Rectification Time (Max.) - 06 hours

However, in some cases like fire, surge, earth quake, riots, flood, unknown fault etc. the time taken for attending major breakdown may take more time depending upon the gravity of breakdown but not more than one day in any case.

The services provided during such calls would include for rectification of fault, technical information and assistance from the contractor. The released and defective parts shall be the property of DMRC.

The Breakdown Maintenance is to be carried out any time on 24 hrs basis inclusive of all Sundays & Holidays during the contract period.

All T&Ps, Testing instruments etc. required for Measurements and Breakdown maintenance shall be brought by the contractor.

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

2.1.2 The contractor shall employ Factory trained certified Engineers for the work. The Employer expects the Contractor to check once in a year, the health of Spare parts available with DMRC.

2.1.3 DMRC may ask the Contractor for repair of Released defective parts on negotiated rates.

2.2 Time Schedule:

The contract period for execution of the above mentioned work is 1 year from the date of issue of Letter of acceptance.

SECTION 3

TENDER PRICES AND SCHEDULE OF PAYMENT

3.1 Tender Prices

3.1.1

- a. Unless explicitly stated otherwise in the Tender Documents, the Contractor shall be responsible for the whole works of Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot (2 x 10KVA, 2x 20KVA, 2 x 30KVA, 2 x 60 KVA & 2 x 120 KVA rating) of Emerson Make.

Payment shall be made as per accepted rates on the quarterly basis.

- b. The rate quoted by the tenderer shall be inclusive of all duties, taxes, fees, octroi and other levies, labour etc.

Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot (2 x 10KVA, 2x 20KVA, 2 x 30KVA, 2 x 60 KVA & 2 x 120 KVA rating) of Emerson Make.

INSTRUCTIONS TO TENDERERS

GENERAL

1.0 INTRODUCTION

1.1 Sealed tender are invited for Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot of Delhi Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Tender Package. The tender papers consist of the following documents, along with their annexure, appendices, addenda and errata if any.

- Ø Notice Inviting Tender (NIT)
- Ø Instructions to Tenderers (ITT)
- Ø Special Conditions of Contract (SCC)
- Ø Bill of Quantities

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

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

DGM/S&T/1, 6th Floor, Right Wing, Metro Bhawan, Fire Brigade Lane, Barakhambha Road, New Delhi 110001.

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

- a. "Tender Security" to be furnished by the Tenderer (Clause 12.0): Rs. 14118/-.
- b. Tenders will be accepted in the office of DGM/S&T/1 only. Late or delayed tenders will not be accepted under any circumstances.
- c. Date of opening of the Tender: - on 08/03/2010 at 15.30 hours.
- d. Period for which the tender is to be kept valid (Clause 11.0): 60 days from the last date of submission of Tender.
- e. Contract Period (Form A): One year from the date of issue of letter of acceptance.

1.4 Qualification Criteria-

- a) The tenderer should have executed the similar work of Emerson make UPS.
- b) The tenderer should have done the three similar completed works costing not less than the value of Rs. 3 lakhs (Rupees Three Lakhs) during last 5 years or two similar completed works costing not less than the value of Rs. 3.5 lakhs (Rupees Three Lakhs and Fifty Hundred) or at least single completed work of Rs. 6 lakhs (Rs. Six Lakhs) during last one year.
- c) The tenderer should have at least two trained technical staff (Diploma/ Degree in Engg.) on the roll of the firm.

2.0 POST QUALIFICATION REQUIREMENTS

2.1 The Tenderer shall submit only one tender either himself or as a lead partner/ Lead Constituent in a joint venture/consortium for the work. The tender who submits more than one tender for the same work will be disqualified.

All tenders submitted shall include the following information:

2.2 The tender, and, in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.

2.3 Each page of tender shall be signed by the authorized signatory of the Tenderer.

3.0 COST OF TENDERING

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

4.0 SITE VISIT

4.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.

4.2 The agency shall be deemed to have inspected the Site and its surroundings before hand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

TENDER DOCUMENTS

5.0 CONTENTS OF TENDER DOCUMENTS

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

6.0 AMENDMENT TO TENDER DOCUMENTS

6.1 At any time prior to the deadline for the submission of tenders, EMPLOYER may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the tender documents by an amendment.

6.2 The said amendment in the form of an addendum will be sent to all Tenderers who have purchased the tender documents, on or prior to the date of amendment. This communication will be in writing or by telefax and the same shall be binding upon them. Prospective Tenderers should promptly acknowledge receipt thereof by telefax to the EMPLOYER.

PREPARATION OF TENDERS

7.0 LANGUAGE OF TENDER

- 7.1 The tender prepared by the Tenderer and all correspondence and documents relating to the tender exchanged between the Tenderer and the EMPLOYER shall be in the English language.

8.0 DOCUMENTS COMPRISING THE TENDER

8.1 TENDER PACKAGE

- 8.1.1 The Tender package clearly labeled "TENDER PACKAGE." The Tender package will comprise the following:

- a) Tender Security in Original in a separate sealed envelope.
- b) Cost of tender document, if a copy downloaded from website of DMRC is used.
- c) Form of Tender (Duly filled & indicating the price).
- d) Resources proposal for the work personnel T-III.
- e) Total value of similar works executed for the last five financial years may be given in the format prescribed (Form T-V).
- f) Attested copies of the PAN. No. Under income Tax Act, latest Sales Tax Clearance Certificate (STCC) / VAT Clearance Certificate (VATCC) and registration with Contract cell of Sales Tax Department as per "Delhi Sales Tax Act 1999/ VAT Dept.
- g) Signed copy of Tender documents as listed below:
 - i. Notice Inviting Tender
 - ii. Instructions to Tenderers
 - iii. Special Conditions of Contract
 - iv. Check list (Annexure-I)
- h) Statement of deviations from tender documents (Form C).
- i) Experience record of similar works during the last five years and in progress on date may be furnished in the format prescribed (Form T-II).
- j) Bill of Quantities indicating prices.

- 8.2 The prices shall be entered in the Form of Tender and the BOQ enclosed in words as well as in figures. These prices should include all costs associated with the contract including Taxes & duties.

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

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

9.0 TENDER PRICES

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

9.2 *Price quoted by the Tender shall be inclusive of all tax/duties/Levis including service tax..*

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

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

10.0 CURRENCIES OF THE TENDER

10.1 Tender prices shall be quoted in Indian Rupees only.

11.0 TENDER VALIDITY

11.1 The tender shall remain valid and open for acceptance for a period of 60 days from the Last date of submission of tender.

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

12.0 TENDER SECURITY

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

12.2 The tender security will be in the form of a Demand draft in the name of "Delhi Metro Rail Corporation Ltd". The Tender Security shall be endorsed/pledged in favour of the EMPLOYER and shall be submitted in a separate envelope super scribed "Tender security --- (Name of Work as mentioned under clause 1.1.1 of NIT)

12.3 Any tender not accompanied by an acceptable tender security will be summarily rejected by EMPLOYER as non-responsive.

12.4 The tender securities of unsuccessful Tenderers shall be discharged/returned by the EMPLOYER as promptly as possible as but not later than 30 days after the expiration of the period of tender validity as defined in Clause 11.0. In this connection, Clause 25.3 may also be referred to.

12.5 The tender security of the successful Tenderer shall be returned upon the Tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 27.0.

12.6 The tender security shall be forfeited:

1. If a Tenderer withdraws his tender during the period of tender validity, or
2. If the Tenderer does not accept the correction of his tendered price in terms of Clause 22.0 or

3. In the case of a successful Tenderer, if he fails to:
 - a. Furnish the necessary performance guarantee for performance as per Clause 27.0 and/or
 - b. Enter into the Contract within the time limit specified in Clause 26.0
 - c. Commence the work as per Terms and Conditions of Tender after issuance of LOA.
- 12.7 No interest will be payable by EMPLOYER on the tender security amount cited above.

13.0 FORMAT AND SIGNING OF TENDERS

- 13.1.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 13.1.2 If a limited company or a limited corporation submits the tender, a duly authorized person holding the power of attorney for the firm shall sign it. A certified copy of the power of attorney shall accompany the tender.
- 13.2 The documents required to be submitted by the Tenderer will be as described under Clause 8.0 herein.
- 13.3 Entries to be filled in by the Tenderer shall be typed or written in indelible ink. The person submitting the Tender along with the date of signing should sign each page of such document in full at the bottom. The person submitting the tender along with the date of initialing should initial each page of printed documents at the bottom.
- 13.4 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by EMPLOYER or as necessary to correct errors made by the Tenderer. All amendments/corrections shall be initialed by the person signing the tender.
- 13.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

SUBMISSION OF TENDERS

14.0 SEALING AND MARKING OF TENDERS

- 14.1 The Tenderer shall follow the procedure as indicated below:
 - 14.1.1 Each tender will be submitted in one set which shall contain documents as detailed in Appendix - I.
 - 14.1.2 The Tender package shall be sealed in separate envelope. The envelope shall be wrapped in an outer envelope addressed to DGM/S&T/1, EMPLOYER duly super scribing the tender number, name of work, time and date for submission and time and date for opening. The envelope should also bear the name and address of the Tenderer.
 - 14.1.3 The contents of Tender Package shall be as detailed under Clauses 8.0 hereon.
- 14.2 No responsibility will be accepted by EMPLOYER for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

15.0 SUBMISSION OF TENDERS

- 15.1 Tenders should be submitted in the tender box kept at the following address:
DGM/S&T/1, 6th Floor, Right Wing, Metro Bhawan, Fire Brigade Lane, Barakhambha Road, New Delhi 110001 on date and time as mentioned in NIT i.e. up to 1500 hrs of 12.01.2010.
- 15.2 Tenders shall be submitted in person to the Office of EMPLOYER. EMPLOYER cannot take any cognizance and shall not be responsible for delay in transit, if the tender document is sent by post/ courier.
- 15.3 Tenders sent telegraphically or through other means of transmission (telefax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

16.0 LATE TENDERS

- 16.1 Any tender received in the office of EMPLOYER after the deadline prescribed for submission of tenders in Clause 15.1, shall be treated as invalid and will be returned unopened to the Tenderer.

TENDER OPENING AND EVALUATION

17.0 TENDER OPENING

- 17.1 EMPLOYER or its authorized representative will open the Tender package in the presence of Tenderers or their Authorized representatives on date and time as mentioned in sub clause 1.3 (c) in the office of DGM/S&T/1, 6th Floor, Right Wing, Metro Bhawan, Fire Brigade Lane, Barakhambha Road, New Delhi 110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by EMPLOYER, the next official working day shall be deemed as the date of opening of Tender at the same time. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 17.2 The Tenderers name, the presence or absence of the requisite tender security and such other details as EMPLOYER or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

18.0 PROCESS TO BE CONFIDENTIAL

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

19.0 CLARIFICATION OF TENDERS

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

20.0 DETERMINATION OF RESPONSIVENESS

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

21.0 EVALUATION OF TENDER

- 21.1 The evaluation of Tenders by EMPLOYER / Engineer will take into account, in addition to the tender amounts, the following factors:
- a). Arithmetical errors corrected by EMPLOYER/Engineer in accordance with Clause 22.0
 - b). Such other factors of administrative nature as EMPLOYER/Engineer may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 21.2 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to EMPLOYER, shall not be taken into account in tender evaluation.
- 21.3 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

22.0 CORRECTION OF ERRORS

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

AWARD OF CONTRACT

23.0 AWARD CRITERIA

23.1 Subject to Clause 9.3 and 21.0, EMPLOYER will award, the Contract to the Tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.

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

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

25.0 NOTIFICATION OF AWARD

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

25.2 The Letter of Acceptance will constitute the binding contract.

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

26.0 SIGNING OF AGREEMENT

26.1 Successful Tenderer shall prepare the Agreement in the Proforma (Form E) included in this Document on Rs.100 Stamp paper, duly incorporating all the terms of agreement between the two parties. Within two week from the date of issue of the letter of acceptance, the successful Tenderer will be required to execute the Contract Agreement.

27.0 PERFORMANCE SECURITY

27.1 Within two weeks of receipt of the Letter of Acceptance, the successful Tenderer shall furnish performance security in the form of a bank guarantee from branch in India from a scheduled commercial bank in India acceptable to EMPLOYER for an amount of 10% of contract value in types & proportions of currencies in which the contract Price is payable.

The approved from provided in the "Instructions to Tenderers" documents, or any other form approved by EMPLOYER shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to 03 months beyond the contract period.

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

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

29.0 Completion Period

29.1 Completion period for above said work is one year from the date of issue of letter of acceptance.

ANNEXURE- I

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER
COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	Yes/No
	TENDER PACKAGE COMPRISING OF:	
1.	Tender Security	
2.	Cost of Tender Document (if a copy downloaded from DMRC's website)	
3.	Tender documents	
4.	Power of attorney for individuals signing on behalf of Company/Firm Or Power of attorney in favour of the leading member of Joint Venture / Consortium.	
5.	Financial Data (Form T-V)	
6.	i. Pan No. as per Income Tax Act. ii. Sales Tax Clearance Certificate (STCC) / Value Added Tax Clearance Certificate (VATCC) and registration with contract cell of Sales Tax Department as per "Delhi Sales Tax Act 1999".	
7.	Statement of deviations from Tender Documents (Form C)	
8.	Experience record (Form T-II).	
9.	Bill of Quantities	
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FORM OF TENDER

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

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

To,
Managing Director,
Delhi Metro Rail Corporation Limited,
Metro Bhawan,
Fire Brigade Lane,
Barakhambha Raod,
New Delhi – 110001

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____
(Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 03days of issue of the LOA to commence and to complete the whole of the Works comprised in the Contract within 730 days calculated from the date of Issue of LOA, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 15.0 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 57.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 60 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

- 7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
WE DECLARE THAT THE SUBMISSION OF THIS TENDER CONFIRMS THAT NO AGENT, MIDDLEMAN OR ANY INTERMEDIARY HAS BEEN, OR WILL BE ENGAGED TO PROVIDE ANY SERVICES, OR ANY OTHER ITEM OF WORK RELATED TO THE AWARD AND PERFORMANCE OF THIS CONTRACT. WE FURTHER CONFIRM AND DECLARE THAT NO AGENCY COMMISSION OR ANY PAYMENT, WHICH MAY BE CONSTRUED AS AN AGENCY COMMISSION HAS BEEN, OR WILL BE, PAID AND THAT THE TENDER PRICE DOES NOT INCLUDE ANY SUCH AMOUNT.
- 8. We acknowledge the right of EMPLOYER, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
- 9. We understand that you are not bound to accept the lowest or any tender you may receive.
- 10. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2010

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation

APPENDIX TO THE FORM OF TENDER

	Condition of Contract Clause No.		
i.	Amount of Bank Guarantee as Performance Security	12.0 of Special Conditions of Contract	10% of the Contract Price.
ii.	Contract Period from the date of issue of LOA	1.0 of Special Conditions of Contract	One year From the date of issue of LOA
iii.	Penalty for Non completion of work or poor quality of work	5.0 of Special Conditions of Contract	10% of the value of work done subject to max.10% of the Contract value.

Signature of authorized signatory on behalf of Tenderer

Date

Name

Place

Address

PROFORMA FOR STATEMENT OF DEVIATIONS

(Refer Clause 8.1.1 h)

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

Sr. No.	Clause	Deviations	Remark (including justification)	Cost of unconditional withdrawal (Rs.)

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

Sr. No.	Clause	Deviations	Remark (including justification)	Cost of unconditional withdrawal (Rs.)

Signature of Tenderer

Note

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

ON RS. 100 STAMP PAPER

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause 27.0 of "Instructions to Tenderers")

1. This deed of Guarantee made this day of _____ 2010 between Bank of _____ (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "EMPLOYER") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the Contract for ----- of L-1 & 2 including Shastri Park Depot & Khyber Pass Depot of Delhi MRTS Project (hereinafter called "the contract") to M/s (Name of the Contractor) (hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to EMPLOYER a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank) being fully authorised to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee EMPLOYER the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with EMPLOYER, the Bank is engaged to pay EMPLOYER, any amount up to and inclusive of the aforementioned full amount upon written order from EMPLOYER to indemnify EMPLOYER for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by EMPLOYER immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to EMPLOYER any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 12 Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 03 months longer than the anticipated expiry date of Contract period).
7. At any time during the period in which this Guarantee is still valid, if EMPLOYER agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by EMPLOYER and at the cost of the Contractor.

- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 9. The neglect or forbearance of EMPLOYER in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by EMPLOYER for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10. The expressions "EMPLOYER", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2010 being herewith duly authorized.

For and on behalf of

the _____ Bank.

Signature of authorized Bank official

Name :

Designation :

I.D. No. :

Stamp/Seal of the Bank :

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

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

FORM OF AGREEMENT

(Refer Clause 26.0 of "Instructions to Tenderers")

This Agreement is made on the _____ day of _____ 2010 Between Delhi Metro Rail Corporation Limited, Metro Bhawan, Fire brigade Lane, Barakhambha Road New Delhi - 110001 hereinafter called "EMPLOYER" of the one part and _____ (Name and Address of Contractor) _____ hereinafter called "the Contractor" of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

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

6. JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of EMPLOYER

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of EMPLOYER

SIGNED, SEALED AND DELIVERED

By the said

By the said

_____ Name

_____ Name

on behalf of the Contractor in the presence of:

on behalf of EMPLOYER in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Note :

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

GENERAL INFORMATION

(Refer Clauses 2.2)

Notes :

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

1. Names of participating member

(a)

2. Address, telephone, telefax, cable numbers

Registered Office

Office for correspondence

(a)

(b)

(c)

3. Contact persons address, telephone etc.

(a)

(b)

(c)

EXPERIENCE RECORD

(Refer Clause 8.1.1 h)

1. Details of experience in Maintenance work of UPS etc.

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

Notes :

- i) Details submitted in any other Performa will not be considered.
- ii) The details of work including the cost of the work should preferably be supported by self-attested copy of each client's certificate.
- iii) Additional pages may be attached if required.
- iv) The authorized signatory of the Tenderer must sign all the pages.

DETAILS OF PERSONNEL
(Refer Clause 8.1.1 c)

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

FINANCIAL DATA

(Refer Clause 8.1.1 (d))

S. No.	Description	Year 2004-2005	Year 2005-2006	Year 2006-2007	Year 2007-2008	Year 2008-2009
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Total value of work done					

Special Conditions of Contract

1. Period of Contract: - The period of Contract is for one year from the date of issue of LOA. This can be extended for a further period of one year with the mutual consent of both the parties on the same terms and conditions.
2. General Conditions of Contract: --The EMPLOYER' General Conditions of Contract are applicable; however in case of differences between G.C.C and SCC, the SCC shall be binding.
3. Payment: - The Payment shall be made on quarterly basis on completion of each quarter. The Measurement and servicing report shall be submitted in triplicate, which shall be signed by Contractor and EMPLOYER representatives. The Contractor will submit report-giving details of Breakdown Maintenance carried out.
4. Income Tax: - The Income Tax at source and other statutory Levis as applicable, if any, would be deducted from quarterly bill. The contractor should not be an Income tax defaulter.
5. Advance Payment: -- No Advance of any type shall be paid.
6. Price Variation Clause: - The Price Variation Clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes and duties.
7. Penalty: - A Penalty will be imposed @ Rs.500/- per day or the part of the day per UPS for more than stipulated time as mentioned in Scope of work Clause 2.1.1(b). However, the maximum penalty shall be 10% of the total cost of the contract.
8. The Contractor shall not Sub- contract/ Transfer or assign the contract to a third party.
9. The EMPLOYERS has the powers to vary the quantity as indicated in BOQ by $\pm 25\%$.
10. Transport:- No separate charges will be paid for transport of contractor's men & material. If required, It shall be arranged by the contractor.
11. Termination of Contract: - If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days notice to the Contractor.
12. The EMPLOYER shall have the right to make minor alterations/ additions/ substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized EMPLOYER' representative.
13. Safety of Personnel: - The Contractor will take full responsibility for the Safety of his Staff, Materials etc.
14. The contractor shall also be responsible to comply with the rules and regulations as per Delhi Labour Law.
15. The Contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages and any other dues etc including all

amendments issued by the Govt. from time to time. Being a Principal Employer, EMPLOYER may ask to submit documents in original.

16. Only authorized staff of Contractor having proper Photo Identity Card issued by the Contractor and with Permission granted by EMPLOYER, shall be permitted to work for Annual maintenance and servicing contract of UPS installed in Line-1 & 2, The Contractor will have to submit the list of the Authorized staff along with a set of the Photo Identity Cards to whom permission will be required to be issued by EMPLOYER
17. The rate quoted by the Contractor should include all taxes, duties, Levies, Service Charges and any other charges applicable during currency of contract.
18. Performance Security: - The Contractor shall furnish to the EMPLOYER a security in the form of a Bank Guarantee for an amount equal to 10% of the yearly contract value in accordance with clause 4.2 of the General Conditions of the contract. The Bank Guarantee has to be from a Scheduled Commercial Bank based in India and the form of Performance Security (FORM-A) provided in the Tender document, shall be used. The performance security is to be deposited within 10 days of the issue of LOA. Alternatively the contractor can opt for prorata deduction of performance guarantee @ 10% from each running bill which will be released after satisfactory performance.
19. Agreement: - From the date of receipt of LOA, within 15 days, contractor will have to enter into an Agreement with the EMPLOYER. Until a final Agreement is executed, the letter of Acceptance shall constitute a binding contract between the Contractor and the EMPLOYER.
20. Any damage/breakage to the EMPLOYER property during the execution of work will be at the risk & cost of the Contractor. In this regard the EMPLOYER' decision will be final regarding amount of damage/breakage etc. The amount will be deducted from contractor's running bill.
21. Contractor shall handover the defective item replaced in UPS to EMPLOYER. Also, Contractor shall submit an undertaking that UPS performance & all other technical parameters have remained unaffected after rectification & maintenance work. .
22. The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.
23. The Maintenance works are to be carried out as per the recommendations of the Manufacturers.
24. The work is to be carried out under the supervision of EMPLOYER' representative only.
25. All T&Ps and Testing instruments etc required for preventive & corrective maintenance shall be arranged by the contractor. No T&P shall be supplied to contractor by EMPLOYER.

Bill of Quantity (B.O.Q.)

Tender Name: Annual Technical Audit & Breakdown assistance (as per requirement) for S&T UPS installed on Line-1& 2 Stations including Shastri Park & Khyber Pass Depot (2 x 10KVA, 2x 20KVA, 2 x 30KVA, 2 x 60 KVA & 2 x 120 KVA rating) of Emerson Make.

S. No.	Description	Qty.	Locations	Rate		Total Amount	
				In figures	In words	In figures	In words
1	Technical Audit & Breakdown assistance (Yearly)	60	All station of Line 1 & 2 including Shastri Park Depot and Khyber Pass Depot				
Breakdown Calls (as per requirement)							
2	2 x 10 kVA	22	SHPK, KG, TZI, PBGH, PRA, SHT, ILOK, KN, KE, KP, NSHP, PTP, RHE, RHW, RI, VS, CL, KGM, CWBR, NDI, PTCK, CTST				
3	2 x 20 kVA	07	SHD, WC, SLAP, OCC, SHPD, VW, CHK				
4	2 x 30 kVA	18	WC, SLAP, KG, PBGH, PRA, SHT, KN, KE KP, NSHP, RHE, RHW, VS, CL, CHK, CWBR, NDI, PTCK				
5	2 x 60 kVA	10	SHD, SHPK, TZI, ILOK, PTP, RI, VW, KGM, RCK, CTST				
6	2 x 120 kVA	03	SHPD, OCC, KBPD				
Total		60					

Amount in words.....

Above price are inclusive of all taxes, duties and levis etc.

Sig. of Contractor

Date