



# **DELHI METRO RAIL CORPORATION LTD.**

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

**“Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW and IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories.”**

## **TENDER DOCUMENT**

- \* **NOTICE INVITING TENDER**
- \* **INSTRUCTION TO TENDERER**
- \* **SPECIAL CONDITIONS OF CONTRACT**
- \* **TERMS AND CONDITIONS**
- \* **BILL OF QUANTITY**

# SECTION 1

## NOTICE INVITING TENDER

### 1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. invites sealed OPEN tenders from the agencies having experience in similar work in Govt./Semi Govt. organization (refer clause 1.2.2 of NIT for work of **"Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW & IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories."**)

1.1.1 The details of the Tender are as per following:

Estimated cost of work : ` **6,72,325/- (inclusive of all taxes)**

Tender Security amount : ` **13,447/-**

Cost of Tender form (Non- Refundable) : ` **1, 050/-** (Rs.1000 plus VAT @5%)

Completion period of the Work

: **365 day** (from the date of LOA)

Tender documents on sale : **24/03/2011 to 13/04/2011**

(working days between 10:00 Hrs to 17:00 Hrs)

Date & time of Submission of Tender : **15/04/2011 up to 1500 hrs**

Date & time of opening of Tender : **15/04/2011 at 1530 hrs.**

The tender documents (non-transferable) can only be obtained from the office of **Deputy General Manager/E&M, Metro Bhawan, 6th Floor, Curved Wing, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Downloaded tender document will not be entertained.** Payment shall be made by demand draft drawn in favour of **DMRC Ltd.** payable at New Delhi.

### 1.2 POINTS TO BE NOTED

**1.2.1 Only those agencies, who have experienced in this field and have completed** one single work of similar nature of at least 80% value of estimated cost OR two similar work of at least 50% each value of estimated cost OR three works of at least 40% each value of estimated cost in Govt./Semi Govt. organization etc. during last five years ending February 2011.

Similar nature of work: **Refilling and hydraulic testing of fire extinguishers.**

**The tender will be issued only to those agencies who submit the related experience, completion certificates of desired value, self attested copy of VAT/Service tax registration certificate, PAN no. , documents required in para 1.2.2 and Demand draft against the cost of tender.**

1.2.2 Financial Standing (Annual turnover) : Application should have average Annual Turnover of last three audited financial years not less 80% of total estimated cost of work.

1.2.3 Applicant must not have been blacklisted or deregistered by any Govt. or Public

- sector undertaking during the last 5 years.
- 1.2.4 Net worth of applicants should be positive.
- 1.2.5 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.6 The mere fact that the tenderer is Pre-qualified as shall not imply that his bid shall automatically be accepted. The same should contain all Financial & other details as required for the consideration of tender.
- 1.2.7 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. General Conditions of Contract (Except clause-23 - Insurance)
  - d. Special Conditions of Contract
  - e. Bill of Quantities.
- 12.8 The tenderers may obtain further information in respect of these tender documents from the office of **Deputy General Manager/E&M, Metro Bhawan, 6<sup>th</sup> Floor, C-Wing, Fire Brigade Lane, Barakhamba Road New Delhi-110001**
- 12.9 Tenderer is cautioned that the tender containing any material deviation from the tender document which consists of NIT, Instructions to tenderes, General Conditions of Contract (Except clause-23 - Insurance), Special conditions of contract, Bill of quantities is liable to be summarily rejected as non-responsive. DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

**(Deputy General Manager/E&M)  
Delhi Metro Rail Corporation Ltd  
Metro Bhawan, 6th Floor,  
Curved Wing, Fire Brigade Lane,  
Barakhamba Road, New Delhi-110001**

**SECTION-2**

**SCOPE OF WORK**

2.0 The contractor will execute the work i.e. **Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW & IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories...**

**2.1 Brief Scope**

The contractor will execute the work of **"Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW & IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories.."**


The Fire extinguishers shall have to be taken by the contractor representative for **Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW & IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories** and re-installed in their respective locations/stations after refilling at his own cost with in 10 days.

1728 Nos. of Fire Extinguisher shall have to be refilled as per given schedule and Bill of Quantity, which is enclosed.

The 1083 nos. of Fire Extinguishers as indicated in the BOQ shall be hydraulic pressure tested before refilling as per clause 12.2.1 and 12.2.2 of Appendix-E of IS 2190-1992. All the Fire Extinguishers which with stand the hydraulic test as specified in the IS shall be certified by the authorized testing agency by issuance of a certificate and a sticker shall be provided on each and every fire extinguishers indicating the date of testing.

The fire extinguishers than shall be refilled. The extinguisher which fails the test shall be deposited back with DMRC.

As per BOQ, the total qty. to be refilled shall be 1728 nos.  $\pm 25\%$  as and when refilling shall be required. The contractor will provide a sticker on each and every fire extinguisher indicating.

	<b>DELHI METRO RAIL CORPORTION LTD.</b>
Date of refilling .....	
Date of Hydraulic Pressure testing.....	
Next due Date of Hydraulic Pressure testing.....	

All the old sticker shall have to be removed. 10% of the refilled fire extinguisher shall be tested at the time of delivery and the defective, non-performing and leaking fire extinguishers thus found shall be refilled at the

contractors cost. However, the fire extinguisher which are found to be satisfactory during the testing shall be refilled at DMRC cost.

The scope of work with also include the following:-

**A. BC-Co<sub>2</sub> type Fire Extinguishers**

- (i) Checking of discharge hose for cracks/breakages and replacement, if reqd.
- (ii) Ensure proper working of Cap wheel and replacement, if required.
- (iii) Replacement of Cap washer.

**B. Water Co<sub>2</sub> type Fire Extinguishers**

- (i) Cleaning of nozzle.
- (ii) Cap spring checking.
- (iii) Replacement of Cap washer.

**C. Mechanical Foam (9 Ltrs.) type Fire Extinguishers**

- (i) Cap valve cleaning.
- (ii) Pipe cleaning.
- (iii) Siphon pipe cleaning.
- (iv) Replacement of Cap washer

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

## SECTION 3

### TENDER PRICES AND SCHEDULE OF PAYMENT

#### 3.1 Tender Prices

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

#### 3.1.2 Schedule of Payment

The payment shall be made on actual refilling of Fire Extinguishers as and when required refilling by DMRC on **QUARTERLY BASIS** and no interest shall be paid for delayed payments.

Payment shall be subjected to deduction of all T.D.S as per applicable law.

## INSTRUCTIONS TO TENDERERS

### **GENERAL**

#### **1.1 INTRODUCTION**

*Sealed open tenders are invited for "Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW & IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories."* hereinafter called the 'Employer', for Works in accordance with this Tender Package. The tender papers consist of the following documents, along with their annexure, appendices, addenda and errata if any.

- Notice Inviting Tender ( NIT )
- Instructions to Tenderers ( ITT )
- Special Conditions of Contract (SCC)
- General Conditions of Contract (Except clause-23 - Insurance) (GCC)
- Bill of Quantities (BOQ)

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:

**Deputy General Manager/E&M, Metro Bhawan, 6th Floor, Curved Wing, Fire Brigade Lane, Barakhamba 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: Amount as per NIT.
- b. Tenders will be accepted in the office of Dy. General Manager/E&M only. **Late or delayed tenders will not be accepted under any circumstances.**
  - c. Date of opening of the Tender Package: **As per NIT.**
  - d. Period for which the tender is to be kept valid: As per clause-11.0

#### **2.0 POST QUALIFICATION REQUIREMENTS**

- 2.1 This invitation to open tenderers eligible for **Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW & IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories.**

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

- 2.3 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.

2.4 Each page of tender shall be signed by the authorized signatory of the tenderer. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 16.0.

### **3.0 COST OF TENDERING**

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

### **4.0 SITE VISIT**

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

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

## **TENDER DOCUMENTS**

### **5.0 CONTENTS OF TENDER DOCUMENTS**

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

### **6.0 AMENDMENT TO TENDER DOCUMENTS**

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

6.2 The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, on or prior of opening of Tender. 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 Engineer.

## **PREPARATION OF TENDERS**

### **7.0 LANGUAGE OF TENDER**

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

### **8.0 DOCUMENTS COMPRISING THE TENDER**

#### **8.1 TENDER PACKAGE**

- 8.1.0 The Tender package shall be sealed and addressed to Dy. General Manager / E&M, DMRC duly superscripted with name of work, time and date for submission and time and date for opening. The envelope should also bear the name and address of the tenderer.
- 8.1.1 The Tender package will comprise of Two envelopes namely Envelope-A & Envelope –B.

#### **Envelope-A**

Envelope –A shall contain Tender security in original superscripted with Name of work & "Tender Security" At lower portion Name and address of tenderer shall be mentioned.

#### **Envelope-B**

Envelope B shall be superscripted with Name of work and the words "Commercial Bid" & shall contain all documents including price bid given in original tender documents comprising of following Forms & documents duly filled in. At lower portion Name and address of tenderer shall be mentioned.

- a) Total value of similar works executed for the last three financial years along may be given in the format prescribed (Form T-V).
- b) Attested copies of the PAN. No. under income Tax Act. Sale tax registration certificate and /or service tax registration certificate whichever applicable.
- c) Tender documents as listed below:
  - i. Notice Inviting Tender
  - i. Instructions to Tenderers
  - ii. Special Conditions of Contract
  - iii. DMRC's General Conditions of Contract (Except clause-23 - Insurance)
- d) Statement of deviations from tender documents (Form C).
- e) Bill of Quantities (BOQ)
- f) Experience record of similar works during the last three years and in progress on date may be furnished in the format prescribed (Form T-II).

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

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

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

#### **9.0 TENDER PRICES**

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

9.2 The 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 90 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/the Engineer 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 NIT.

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

12.3 **Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer/Engineer as non-responsive.**

12.4 The tender securities of unsuccessful tenderers shall be discharged/returned by the Employer as promptly as possible as but not later than 30 days after the expiration of the period of tender validity.

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 this Tender Document.

### 12.6 **The tender security shall be forfeited:**

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
3. In the case of a successful tenderer, if he fails to:
  - a. Furnish the necessary performance guarantee for performance.
  - b. Enter into the Contract within the time limit specified in Clause 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 the 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 the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.

- 13.2 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. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page of printed documents should be initialed at the bottom by the person submitting the tender along with the date of initialing.
- 13.4 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments/corrections shall be initialed by the person signing the tender.
- 13.5 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 contents of Tender Package shall be as detailed under Clauses 8.0 hereon.
- 14.2 No responsibility will be accepted by the Employer/Engineer 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:
- Deputy General Manager/E&M, Metro Bhawan, 6th Floor, Curved Wing, Fire Brigade Lane, Barakhamba Road, New Delhi-110001** on date and time as mentioned in NIT.
- 15.2 Tenders shall be submitted in person to the Office of DMRC. The Engineer/Employer cannot take any cognizance and shall not be responsible for delay in transit.
- 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 DMRC after the deadline prescribed for submission of tenders will be returned unopened to the tenderer.

## **TENDER OPENING AND EVALUATION**

### **17.0 TENDER OPENING**

17.1 The Employer or his authorized representative will open the Tender package in the presence of tenderers or their Authorized representatives on date and time as mentioned in of NIT in the office of **Deputy General Manager/E&M, 6<sup>th</sup> Floor, C-Wing, Metro Bhawan, Fire brigade Lane, Barakhamba Road, New Delhi 110001**. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Tender at the same time. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.

17.2 The tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorised representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

## 18.0 **PROCESS TO BE CONFIDENTIAL**

16.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

18.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

## 19.0 **CLARIFICATION OF TENDERS**

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

## 20.0 **DETERMINATION OF RESPONSIVENESS**

20.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.

20.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price.

20.2 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the

non-conformity or infirmity. However minor clarifications if required may be asked from the Tenderer.

20.3 The decision of the Engineer/Employer as to which of the tenders are not substantially responsive or have impractical / methods or Programme for execution shall be final.

## 21.0 **EVALUATION OF TENDER**

21.1 *The Employer will carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has a major inadequacy his tender will be considered to be non-compliant and will be rejected.*

21.2 *Technically acceptable tenders will be eligible for consideration of their financial proposals.*

21.3 The evaluation of Financial proposals by the Employer / Engineer will take into account, in addition to the tender amounts, the following factors:

- a). *Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0*
- b). *Such other factors of administrative nature as the Employer/Engineer may consider 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.*

21.4 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

21.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

## 22.0 **CORRECTION OF ERRORS**

22.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer / Engineer as follows:

- a. *Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and*
- b. *Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.*

22.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

## **AWARD OF CONTRACT**

### 23.0 **AWARD CRITERIA**

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

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

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

#### 25.0 **NOTIFICATION OF AWARD**

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

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

25.3 Upon "Letter of acceptance" being signed and returned by the successful tenderer, the employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

#### 26.0 **SIGNING OF AGREEMENT**

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

#### 27.0 **PERFORMANCE SECURITY**

27.1 **Performance Security:** - The Contractor shall furnish to the DMRC a security in the form of a Bank Guarantee for an amount equal to 10% of the contract value in accordance with clause 15.0 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-D) provided in the Tender document, shall be used. **Bank Guarantees (BGs) to be submitted by contractors should be sent directly to the concerned authorities by the issuing Bank under Registered Post A.D.** The performance security is to be deposited within 30 days of the commencement of Contract. The PBG shall be released after 12 months from the date of completion of the work or alternatively 10% of contract value shall be deducted from bill as BG..

#### 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.



## APPENDIX I

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

COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	Reference to Clause No. of "Instructions to Tenderers"
	<b>TENDER PACKAGE COMPRISING OF:</b>	
1.	Tender Security	12.0
2.	Tender documents	8.1.1
3.	Power of attorney for individuals signing on behalf of Company/Firm Or Power of attorney in favour of the leading member of Joint Venture / Consortium.	2.4 &13.0 2.4 &13.0
4.	Financial Data (Form T-V)	8.1.1 (a)
5.	Self attested copies of the following documents: i. Pan No. as per Income Tax Act. ii. Sales Tax Registration Certificate/VAT registration certificate iii. Service Tax Registration Certificate iv. PF Registration No./ Exemption undertaking v. ESI Registration No./ Exemption undertaking .	8.1.1 (b)
6.	Statement of deviations from Tender Documents (Form C)	8.1.1(d)
7.	Experience record (Form T-II).	8.1.1(f)
8.	Bill of Quantities	8.1.1(e)

## INDEX ON

### PROFORMA OF FORMS

1. **PROFORMA OF FORMS – GENERAL**  
(Items (IV) applicable only for successful tenderers)

	FORM
i. Form of Tender with Appendix	A
ii. Performa for Statement of Deviations	C
iii. Form of Performance Security (Guarantee) by Bank	D
iv. Form of Agreement	E
  
2. **PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS**

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

## 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,  
**Deputy General Manager/E&M,  
Metro Bhawan,  
6<sup>th</sup> Floor, C-Wing, Fire Brigade Lane,  
Barakhamba Road New Delhi-110001**

1. Having visited the site and examined the General Conditions of Contract (Except clause-23 - Insurance) as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the amount indicated in BOQ.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 03 days of issue of the LOA to commence and to complete the whole of the Works comprised in the Contract within **365 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 (Except clause-23 - Insurance) 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 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.

9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any tender you may receive.
11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2011

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 **27.0** of ITT
- ii. Contract Period from the date of issue of LOA **1.1.1 of NIT**

Signature of  
authorised  
signatory on behalf  
of Tenderer

Date .....

Name .....

Place .....

Address .....

**PROFORMA FOR STATEMENT OF DEVIATIONS**

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

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

2. The following are particulars of deviations from the requirements of the "Instructions to Tenderers," "General Conditions of Contract (Except clause-23 - Insurance)" and "Special Conditions of Contract".

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

Signature of Tenderer

**Note**

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

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

1. This deed of Guarantee made this day of \_\_\_\_\_ 2011 between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the Contract for \_\_\_\_\_  
\_\_\_\_\_ of Rail Corridor of Delhi MRTS Project (hereinafter called "the contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now \_\_\_\_\_ we \_\_\_\_\_ the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorised to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of **24 Months** from the date of signing of LOA. (The initial period for which this Guarantee will be valid must be for at least **12 months longer than** the anticipated expiry date of Contract period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2011 being herewith duly authorised.

For and on behalf of

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

Signature of authorised Bank official

Name : .....

Designation : .....

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

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

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

In the presence of :

Witness 1.

Signature .....

Name .....

Address .....

Witness 2.

Signature .....

Name .....

Address .....

## FORM OF AGREEMENT

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2011 Between **Delhi Metro Rail Corporation Limited, Deputy General Manager/E&M, Metro Bhawan, 6th Floor, Curved Wing, Fire Brigade Lane, Barakhamba Road, New Delhi-110001** hereinafter called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) Letter of acceptance
  - (b) General Conditions of Contract (Except clause-23 - Insurance)
  - (c) Special Conditions of Contract
  - (d) Notice Inviting Tender
  - (e) Specifications & Drawings
  - (f) Bill of Quantities
  - (g) Form of Tender with Appendix
  - (h) Addendums, if any
  - (i) Other conditions agreed to and documented as listed below:
    - (i) Statement of deviations (if applicable)
    - (ii) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\*\_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs\_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

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

6. JURISDICTION OF COURT

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

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

For and on behalf of the  
Contractor

Signature of the authorised  
official

Name of the official

Stamp/Seal of the  
Contractor

For and on behalf of the  
Employer

Signature of the authorised  
official

Name of the official

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

\_\_\_\_\_  
Name \_\_\_\_\_  
on behalf of the Contractor in the  
presence of:  
Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By the said

\_\_\_\_\_  
Name \_\_\_\_\_  
on behalf of the Employer in the  
presence of:  
Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note :

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

## GENERAL INFORMATION

Notes :

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

1. Names of participating member

(a) .....

2. Address, telephone, telefax, cable numbers

Registered Office

Office for correspondence

(a) ..... ..

(b) ..... ..

(c) ..... ..

3. Contact persons address, telephone etc.

(a) ..... ..

(b) ..... ..

(c) .....

## EXPERIENCERECORD

1. Details of experience in similar works etc

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

Notes :

i) Details submitted in any other Performa will not be considered.

**ii) The details of work including the cost of the work should be supported by attested copy of each client's certificate.**

iii) Additional pages may be attached if required.

iv) All the pages must be signed by the authorize signatory of the tenderer.

**DETAILS OF PERSONNEL**

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

**FINANCIAL DATA**

**Total value of similar electrical work Done  
during the period 2008-2009 to 2010-2011.**

S.No	Description	Year 2008-2009	Year 2009-2010	Year 2010-2011
(1)	(2)	(3)	(4)	(5)
1.	Total value of work done			

**FINANCIAL DATA**

(Refer Clause 8.1.1)

**List of all Ongoing Contracts**

Name of the applicant (constituent member in case of Group)	Total number of works in hand	Number of contracts of each type		Number for which applicant went in for		Number of contracts in which date of completion given in the original has already burst	Total value of works 31/03/2011		
				Arbitration	litigation		Year 2008- 2009	Year 2009-2010	Year 2010-2011

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

**CERTIFICATE BY CONTRACTOR**

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

Signature and seal of contractor

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

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

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

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

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

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

## **Special Conditions of Contract**

1. **Advance Payment:** - No Advance of any type shall be paid.
2. **Price Variation Clause:** - The Price Variation Clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes and duties.
3. **Termination of Contract:** - If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days notice to the Contractor.
4. **Safety of Personnel:** - The Contractor will take full responsibility for the Safety of his Staff, Materials etc.
5. **Quantity Variation Clause:** The Quantity of Equipments mentioned may vary by +/-25% of BOQ.
6. Any Damage/Breakage to the DMRC property during the execution of work will be at the risk & cost of the Contractor & in this regard The DMRC' decision will be final regarding amount of damage/breakage etc. The amount will be deducted from contractor's bill.
7. Materials identified as such by the Engineer and advised to the contractor, shall not be dispatched from the site without written authority from the Engineer.
8. The Contractor if awards either partly or fully of any work covered under contract to a Sub-contractor/OEM/Third party, he shall submit the documentary proof from the OEM concerned, that such award will not in any way affect the performance of the equipment/Plant, prior to the start of such work. Also, the sub-contractor firm name, address and availability of trained manpower shall be furnished for the approval.
9. The DMRC shall have the right to make minor alterations/additions/substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized DMRC' representative.
10. The contractor shall on request of Engineer-in-charge forthwith remove from the works any person employed thereon by him who in the opinion of Engineer-in-charge may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Engineer-in-charge.
11. The DMRC' General Conditions of Contract (Except clause-23 - Insurance) are applicable.
12. As per site conditions the contractor may have to carry out the work during night hours. No extra payment shall be made on this account.
13. The tenderer may visit the site before submitting the offer.
14. The Fire Extinguisher has to be taken by the contractor for **Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW & IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories** and re-installed in their respective locations/stations after refilling at his own cost.
15. The contractor should paste service slip on the Fire Extinguisher as per approved format.
16. The guarantee period against any leakage will be one year from the date of refill.
17. Extinguishers shall be refilled and delivered to designated stations with in 10 days from the date of collection. If the extinguishers is to be hydraulically tested and refilled same should be delivered within 15 days. If

the contractor fails to deliver within the expected date, he shall be liable for penalty of Rs.100 per fire extinguisher per day.

18. The Fire Extinguisher shall have to be taken for refilling within THREE days after giving the verbal instruction/written intimation by the competent authority or authorized DMRC` representative.
19. If there is any leakage from any Fire Extinguisher, the contractor shall attend the same within 04 hours and refill the same free of cost.
20. The successful contractor shall execute an Indemnity Bond on Non-judicial stamp paper of appropriate value for the fire extinguishers, he shall collect from DMRC for refilling against any damages what so ever.
21. **Agreement:** - From the date of receipt of LOA, within 15 days, contractor will have to enter into an Agreement with the DMRC. Until a final Agreement is executed, the letter of Acceptance shall constitute a binding contract between the Contractor and the DMRC.

## **Terms and Conditions**

1. Only authorized staff of Contractor having proper Photo Identity Card issued by the Contractor and with Permission granted by DMRC, shall be permitted to work for **"Refilling of fire extinguishers which are provided at different stations of Line-1, Line-3, Line-5 & Metro Bhawan including RSSs in KG, RI, SN, DW & IP and Shastri Park training school inclusive of replacement of the broken/damaged accessories."** The contractor will have to submit the list of the Authorized staff along with a set of the Photo Identity Cards to whom permission will be required to be issued by DMRC.
2. The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.
3. The Contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages, PF, ESI and any other dues etc including all amendments issued by the Govt. from time to time. Being a Principal Employer, DMRC may ask to submit documents in original.
4. The work is to be carried out under the guidance of DMRC only.
5. No T&Ps shall be issued to the contractor. All T&Ps, Instruments, Machines, etc. will be brought by the Contractor only. The cost of all these items shall be borne by the contractor.
6. Labor- No labor shall be provided by DMRC.
7. Transport: No separate charges will be paid for transport.
8. The manpower can also be deployed during OFF days/ holidays / night hours as per site requirements for which nothing shall be paid extra.
9. The work is to be carried out as per the recommendation of manufacturers and only original spares /materials consumables shall be used.