

**CLEANING & HOUSEKEEPING CONTRACT FOR KIRTI NAGAR AND SATGURU RAM SINGH MARG**

**INSTRUCTIONS TO TENDERERS**

**GENERAL**

**1.0 INTRODUCTION**

Open Sealed tenders are invited from the interested & eligible contractors for the Contract W-15/2011, Cleaning and house keeping of Kirti Nagar and Satguru Ram Singh Marg Stations 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 annexes, appendices, addenda and errata if any

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

• Volume 2

- Specifications
- Schedule of works – Annexure –A and B of volume –III of tender document

General Conditions of Contract

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

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

**DGM/Civil Structure, Delhi Metro Rail Corporation Limited (DMRC), 6<sup>th</sup> floor Metro Bhavan, Barakhamba Road New Delhi-01**

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 of ITT): **Rs. 100000/-**
- b. Last date for issuing amendment, if any 08/06/11
- c . Tenders will be accepted in the office of Dy.General Manager/ Civil & structure between 09.30 Hrs. to **15.00 Hrs.** on Date: 09/06/11 only. **Late or delayed tenders will not be accepted under any circumstances.**
- d. Date of opening of the Tender Package (Clause 17.0 of ITT): -09/06/11 at 16.30 hours.
- e. Period for which the tender is to be kept valid (Clause 11.1 of ITT): 120 days from the last date of submission of Tender.
- f. Period of commencement of work (Form A of ITT) : 7days from the date of issue of "Letter of acceptance".
- g . Contract Period (Form A of ITT): One year (365 days) from the Day of commencement of work to review of performance of contractor to be reviewed after 1<sup>st</sup> & 2<sup>nd</sup> year for 2<sup>nd</sup> & 3<sup>rd</sup> year work.

**2.0 PREQUALIFICATION REQUIREMENTS ;**

**2.1**

**(a) Work Experience :**

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

- (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost (Rs. 62.46 lakh)

Or

- (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. (Rs. 62.46 lakh)

Or

- (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (Rs. 62.46 lakh)

**(b) Financial Standing (Annual Turnover) :**

Applicant should have annual turn over of last three audited financial years not less than Rs. 49.96 lakh.

All tenders submitted shall include the following information:

- 2.2.1 General information of the tenderer shall be furnished in Form T-I. Certified Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or, if a joint venture including consortium, of each party thereto constituting the tenderer will also be required to be furnished. All the group members in a joint venture will be jointly and severally responsible for the performance under the contract.
- 2.2.2 In the case of tender by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed (Form T-I) along with the documents as mentioned therein. The following requirements shall also be complied with.
  - a. The tenderer and in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/ constituents as the case may be.
  - b. In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorised signatories of all the partners. In case of consortium, it will similarly authorize a person to be In-charge and his authorization shall be evidenced by a power of attorney in favour of that person.
  - c. The partner In-charge or the person In-charge as aforesaid shall be authorised to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture and person In-charge of a consortium.
  - d. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
  - e. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the Contract, the partner/person In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.
- f. A copy of the agreement entered into by the joint venture/ consortium partners shall be submitted along with the tender.
- 2.3 In case the Tenderer is an Association, Consortium or Joint Venture, the Tenderer shall provide the following:
  - a. The Memorandum of Understanding/Joint Venture Agreement duly notarized indicating:
  - b. Nomination of one of the members of the Association, Consortium or Joint Venture to be In-charge or Lead Member. The legally authorised signatories of all members of the Association, Consortium or Joint Venture shall issue this authorization.
  - c. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
  - d. Each member of the Association, Consortium or Joint Venture shall be jointly and severally liable for the undertaking of this Contract.

- 2.4 The Tenderers to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the tender to commit the Tenderer or each member of the partnership, consortium or joint venture.
- 2.5 Each page of tender shall be signed by the authorised signatory of the tenderer. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 26.2 b.
- 2.6 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the tenderer to the Engineer and the Employer.
- 2.7 Any information found incorrect or suppressed, the tender may not be considered or contract will be cancelled without any financial claim/arbitration from the tender. The applicant is required to certify in the statement placed at Annexure – A of ITT.
- 2.10 Each tenderer, or any associate will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that tender price will not include any such amount.

### **3.0 COST OF TENDERING**

- 3.1 The agency shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### **4.0 SITE VISIT**

- 4.1.1 Any site information / schedule of works given in this tender document is for guidance only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- 4.1.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand 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 of ITT including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders 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, the Engineer 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 available on web site and can be downloaded. Amendment made will be published in leading newspaper also.
- 6.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 15.0 of ITT.

## **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

8.1.1 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) Attested Copy of Power of Attorney to submit tender .The Memorandum of understanding (MOU) for the consortium or joint venture in case of more than one member.
- (e) Attested copy of the latest sale tax clearance certificate (STCC)/VAT clearance certificate (VATCC) and registration with contract cell of sale Tax Department as per Delhi Sale Tax Act 1999/VAT Dep and attested copy of PAN No. under income Tax Act. In case of Joint venture/consortia, STCC/VATCC is required to be submitted by all partner of the same. For STCC/ VATCC the foreign based contractors shall be required to submit the necessary documents as applicable to them according to Delhi Sales Tax Act’ 2005. As per Delhi VAT act, the party who is executing work in Delhi has to have registration with VAT authorities of Delhi. If a tenderer is outside Delhi intends to participate in DMRC tender, he can be permitted provided he gives an undertaking to the fact that he will get himself registered with Delhi VAT authorities, in the event of issue of Letter of Acceptance to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Delhi Sales Tax/ Delhi VAT department, EPF authority, first payment shall not be released.
- (f) Tender documents as listed below:
  - i. Notice Inviting Tender
  - ii. Instructions to Tenderers (excluding Form A)
  - iii. Special Conditions of Contract
  - iv. Specifications
  - v. DMRC’s General Conditions of Contract
- (g) The methods proposed to execute the activities covered in the Scope of Work, including such detailed information as deemed relevant.
- (h) Tender Work Schedule

The detailed programme planned to carry out the activities as per frequency mentioned in Schedule of works Annexure–A and B of volume -III
- (i) Statement of deviations from tender documents (Form C)
- (j) Experience record on Cleaning and house keeping of Buildings; work shops; Industrial buildings etc. completed during the last five years and in progress on date may be furnished in the format prescribed (Form T-II).
- (k) The number of staff required are given in Form T III. The name, background and professional experience of each key staff member to be assigned to the Proposed work, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months (Form T-III).
- (l) The of different type of machines required are given in Form T IV. Details of Machinery & Equipment assessed as required for the Tendered Work as well as those available as on date by name and chassis no. to be furnished, in the format prescribed (Form T-IV). Details about the capacity to keep the equipments in good fettle to be furnished.

- (m) The tenderers shall submit their corporate quality Policy document duly signed by their corporate quality policy document duly signed by the corporate head or any other authorized person.
  - (n) Form of tender and Appendix there of (Form A).
  - (o) Bill of Quantities
  - (p) Proposed Eco friendly Reagents/Detergents/Chemicals (Form-T-VI)
  - (q) Detailed Cleaning & Housekeeping Procedures for each items mentioned in the Scope of the Work & Special Conditions of Contract.
  - (r) Proposed Indoor /Outdoor plants ( Form – T- VII).
  - (s) Service Tax Registration No.
- 8.2 The prices shall be entered in the Form of Tender and the BOQ enclosed in financial bid-B These prices should include all costs associated with the contract.
- 8.3 Documents to be submitted by the tenderer under tender package have been described under the respective Clauses 8.1 of ITT. This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.
- 8.4 All documents issued for the purposes of tendering as described in Clause 1.1 of ITT, and any amendments issued in accordance with Clause 6.0 of ITT shall be deemed as incorporated in the Tender.
- 8.5 In case of a joint venture/consortium, information as required under clause 2.5.2 of ITT, in respect of each partner/company including Forms T-II to T-VII will be required to be furnished. Additional sheets may be used wherever necessary.
- 9.0 **TENDER PRICES**
- 9.1 The tenderer is required to quote for all the items as per tender documents.
- 9.2 The rate and Prices quoted by the tenderer, will include all tax liabilities and the cost of insurance to this contract and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labour, material components, plant, and other general variations, in accordance with the procedure specified in Special Conditions of Contract. Tenderer shall quote percentage increase/decrease for 2<sup>nd</sup> and 3<sup>rd</sup> year. Extension beyond 1<sup>st</sup> year will be depend upon satisfactory performance on previous year. The price adjustment provision will not be taken into consideration in tender evaluation.
- 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 rate quoted shall be reasonable and not unbalanced. Should the Engineer come across any unbalanced rates, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Engineer still feels the rates to be unbalanced, he may ask the tenderer for additional Performance Security or other safeguards to protect Employer's interest against financial loss. Should the tenderer fail to comply with this, his tender shall be liable to be rejected by the Employer, who may award the Contract to any other tenderer.
- 9.4 The tenderer shall keep the contents of his tender and rates quoted by him confidential.
- 9.5 The tenderer shall utilise Indian labour, staff and materials to the maximum extent possible in execution of Works.

- 9.6 The Tenderer should indicate the total amount taken into account of the elements of sales tax on works contract amount, sales tax, Excise duty and custom duty as quoted in the total tendered amount. The successful tenderer should arrange for refund of taxes and duties paid or would have been paid to the fullest extent DMRC is entitled as per clause 37(iii) of General Condition of contract. All records for payment of sales tax on works contract, sales tax, custom duty and Excise duties paid by the successful tenderer during execution of contract will be maintained to facilitate refund of taxes and duties for DMRC. In case the amount of any of these taxes/duties actually paid and exemption availed by the successful tenderer is less than what has been indicated by them in your offer, the difference of the same will also be paid to DMRC. The effect of variation in quantities both +ve and -ve will be dealt separately.
- 9.7 Ministry of Finance and Company affairs, Government of India vide its Notification NO. 29/2003 – central Excise dated 1.4.2003 and notifications No. 59 and 58/2003 –Custom dated 1.4.2003 have exempted, from imposition of Central Excise and Customs duty respectively, goods procured by or on behalf of DMRC. Customs and Excise duty exemption certificate will be issued as per the clause 9.2 of ITT for the reimbursement from the concerned authorities if Customs and Excise duty paid by the successful tenderer during execution of contract
- 10.0 **CURRENCIES OF THE TENDER**
- 10.1 Tender prices shall be quoted in Indian Rupees only.
- 11.0 **TENDER VALIDITY**
- 11.1 The tender shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tender.
- 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 Clause 1.3 of ITT.
- 12.2 The tender security will be in the form of Demand draft/Bank Guarantee from a Scheduled Commercial Bank based in India. The format of the Bank Guarantee shall be generally in accordance with the sample form of tender security (Form B) included in this volume of tender documents. Other formats may be permitted subject to the prior approval of the Employer. Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the tender (150 days from the date of tender). 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 The Employer/Engineer as non-responsive will summarily reject any tender not accompanied by an acceptable tender security.
- 12.4 The tender securities of unsuccessful tenderers shall be discharged/returned by the Employer as promptly as possible but not later than 30 days after the expiration of the period of tender validity as defined in Clause 11.1 of ITT. In this connection, Clause 25.3 of ITT 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 of ITT.
- 12.6 The tender security shall be forfeited:
- a. If a tenderer withdraws his tender during the period of tender validity, or

- b. If the tenderer does not accept the correction of his tendered price in terms of Clause 22.0 of ITT or
- c. In the case of a successful tenderer, if he fails to:
  - i. Furnish the necessary performance guarantee for performance as per Clause 27.0 of ITT.
  - ii. Commence the work as per terms & conditions of Tender after issuance of LOA
  - iii. Enter into the Contract within the time limit specified in Clause 26.0 of ITT

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 firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, all the partners shall sign it.
- 13.1.3 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorised person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
- 13.1.4 If a tender is submitted by a joint venture or consortium of two or more firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the tender as to which one of the firms shall have the responsibility for tendering and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for tendering, completion and due performance of the Contract. Full information and satisfactory evidence pertaining to the participation of each member of the joint venture or consortium in the tender shall be furnished along with the tender. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 2.5.2 of ITT may be referred to in this connection.
- 13.2. The documents required to be submitted by the Tenderer will be as described under Clause 8.0 of ITT 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 In case of all documents listed in Clause 8.0 above, the person signing/initialing the documents shall be one who is duly authorised in writing by or for and on behalf of the Tenderer and/or by a Statute Attorney of the Tenderer. Such authority in writing in favour of the person signing the tender and/or notarially certified copy of the Power of Attorney as the case may be, shall be enclosed along with the tender.
- 13.5 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. The person signing the tender shall initial all amendments/corrections.
- 13.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

### 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. The Original set shall contain documents as detailed in Appendix – I of ITT.

14.1.1.2 The Tender package shall be sealed in a separate envelope. The envelope, shall be wrapped in an outer envelope addressed to **DGM/ Civil & Structure, DMRC 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.**

14.1.1.3 The contents of Tender Package shall be as detailed under Clauses 8.0 of ITT 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:- **DGM/Civil & structure, Delhi Metro Rail Corporation Limited (DMRC), 6<sup>th</sup> floor Metro Bhawan Barakhamba Road New Delhi-01 on date and time as mentioned in sub clause 1.3(c)**

The Employer/Engineer may, at his discretion, extend this date for the submission of tender by amending the Tender Documents in accordance with Clause 6.0, in which case all rights and obligations of the Employer and the tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If the Employer subsequently declares such nominated date for submission of tender as a Public Holiday, the next official working day shall be deemed as the date for submission of tender at the same time.

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/DELAYED TENDERS**

16.1 Any tender received in the office of DMRC after the deadline prescribed for submission of tenders in Clause 15.1 of ITT herein will be returned unopened to the tenderer.

#### **TENDER OPENING AND EVALUATION**

##### 17.0 **TENDER OPENING**

17.1 The Employer or his authorised representative will open the Tender package in the presence of tenderers or their Authorised representatives on date and time as mentioned in sub clause 1.3 (d) in the office of **DGM/Civil & structure. Delhi Metro Rail Corporation Limited (DMRC) 6<sup>th</sup> floor Metro Bhawan Barakhamba Road New Delhi-01.** 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 Tender will be examined to see if they are complete, whether the requisite Tender security has been furnished, whether the documents are in order. If the documents do not meet the requirements of the Employer the Tender Opening Authority will record a note accordingly.

17.3 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**

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

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

#### **19.0 CLARIFICATION OF TENDERS**

- 19.1 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderers individually for clarification of their tenders, including breakdowns 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 confirms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in Form C.
- 20.3 If a tender is not substantially responsive to the requirements of the tender documents or if the cleaning methods proposed by the tenderer are considered impracticable, 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.
- 20.4 The decision of the Engineer/Employer as to which of the tenders are not substantially responsive or have impractical / methods or Programme for execution shall be final.

#### **21.0 EVALUATION OF TENDER**

- 21.1 The Employer will, keeping in view the contents of Clause 2.2 to 2.9 & 8.1.1 of ITT, carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has a major inadequacy his tender will be considered to be non-complaint and will be rejected.
- 21.2 All technically acceptable tenders will be eligible for consideration of their financial Proposals.
- 21.3 The evaluation of Financial proposals by the Employer / Engineer will take into account, in addition to the tender amounts, the following factors:
- a. Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0
  - b. Such other factors of administrative nature as the Employer/Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 21.4 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 21.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

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

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

- 24.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst tenderers without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the Employer's action.

**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 from the date of issue of LOA by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.
- 25.2 The Letter of Acceptance will constitute a part of the contract.
- 25.3 Upon "Letter of acceptance" being signed and returned by the successful tenderer as per Clause 25.1, the employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

**26.0 SIGNING OF AGREEMENT**

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

submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories, will be supplied by the Employer to the Contractor.

- 26.2 Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee
  - b. Power of Attorney
  - c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating :
    - i. Percentage Participation of each member/partner
    - ii. Joint and several liability of the partners

27.0 **PERFORMANCE SECURITY**

27.1 The successful tenderer shall furnish to the Employer a security in the form of a bank guarantee for an amount of 10% of the Contract Price, in accordance with Clause 15.0 of the General Conditions of Contract. The validity shall be six month beyond expiry of 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 this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 26.0.

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

28.0 **CANCELLATION OF LETTER OF ACCEPTANCE (LOA) & FORM OF TENDER**

In case successful Tenderer fails to commence the work (for whatsoever reasons ) as per terms & 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**

<b>Sl. No.</b>	<b>Document</b>	<b>No. of sets to be submitted</b>	<b>Reference to Clause No. of "Instructions to Tenderers"</b>
	<b>TENDER PACKAGE COMPRISING OF:</b>		
1	Tender documents	One in Original	8.1.1
2	Power of attorney for individuals signing on behalf of Company/Firm or Power attorney in favour of the leading member of Joint venture/Consortium	One in Original	2.6.2 &13.0
3	Tender security (Form B)	One in Original	12.0
4	Tenderer's work schedule	One in Original	8.1.1 (h)
5	Financial Data (Form T-V)	One in Original	2.2.7
6	i.PAN No.as per Income tax act ii.Sales Tax Clearance certificate/VATCC and registration with contract cell of Sales Tax Department as per "Delhi Sales Tax Act 1999" iii. PF registration No. iv. ESI Registration No. & Code No as per ESI act 1948. v. Service Tax registration No.	Attested Copy	8.1.1 (e) 8.1.1 (e) 8.1.1 (e) 8.1.1 (s)
7	Statement of deviations from Tender Documents (Form C)	One in Original	8.1.1 (i) & 20.2
8	Form of Tender and Appendix there of (Form A)	One in Original	8.1.1(n)

**INDEX ON  
PROFORMA OF FORMS**

**1. PROFORMA OF FORMS – GENERAL**

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

	FORM
i. Form of Tender with Appendix	A
ii. Form of Bank Guarantee for Tender Security	B
iii. Proforma for Statement of Deviations	C
iv. Form of Performance Security (Guarantee) by Bank	D
v. 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. Resources Proposed for the work- Machinery & Equipment	T-IV
v. Financial Data	T-V
vi. Eco friendly detergents/reagents proposed for the work	T-VI
vii. Indoor/Outdoor plants proposed for the work	T-VII

## 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  
General Manager/Maintenance,  
Delhi Metro Rail Corporation Limited,  
6<sup>th</sup> floor, Metro Bhawan  
13 fire brigade lane, Barakhamba Road  
New Delhi-01

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 7days of issue of the Letter of Acceptance to complete the whole of the Works comprised in the Contract upto 365 days (1 year) contract period will be extended on the basis of performance of contractor to be reviewed after 1<sup>st</sup> & 2<sup>nd</sup> year for 2<sup>nd</sup> & 3<sup>rd</sup> year work.
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 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.

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

Dated this.....day of..... 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	<b>15.0</b> of General Conditions of Contract	10 percent of the Contract Price.
ii.	Minimum amount of Third Party Insurance	<b>23.0</b> of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no. of incidents unlimited.
lii	Period for commencement of work from the date of issue of letter of acceptance	1.3 (f) of Instructions to Tenderers	7 days
Iv	Contract Period from the date of commencement of work	<b>15.2</b> of Special Conditions of Contract ( Part-1)	365 days (Performance of contractor to be reviewed after 1 <sup>st</sup> & 2 <sup>nd</sup> year for 2 <sup>nd</sup> & 3 <sup>rd</sup> year work)
v.	Penalty for poor quality of work	<b>15.4.1</b> of Special Conditions of Contract ( Part-1)	Spot fine Min. Penalty – Rs.1000/- of the per day per station. Max. Penalty - Rs. 4000/- per day per station
vi	Penalty for non completion of work	<b>21.1</b> of special Condition of contract.	Payment only for these activity performed and deduction are to be made on percentage basis as per Annexure –A B and C In the column activities not executed satisfactory.
vii	Penalty for short deployment of manpower	As per SCC clause-15.4.5 part -I	Deducted as per daily wages
viii	Penalty for short deployment of Machinery	As per SCC Part-II clause 3	Deducted as per Annexure-Y
ix	Penalty for presence of rodent	As per SCC clause 15.4.4 part -I	Penalty Rs. 10000/ case
x	If any theft case occurred by contractor employee	As per SCC clause 16.1 part -I	Penalty Rs. 50000/ case
xi	Penalty for Services level	As per SCC part-II clause-13.3	Penalty Rs.10000/- or 15000/-

Signature of  
authorised  
signatory on behalf  
of Tenderer

Date .....

Place .....

Name .....

Address .....

## FORM OF BANK GUARANTEE FOR TENDER SECURITY

(Ref : Clause 12.0 of “Instructions to Tenderers”)

1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Address and Name of country) (hereinafter called “the Bank”) are bound unto Delhi Metro Rail Corporation Limited (hereinafter called “the Employer”) in the sum of Rs. -----for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated\_\_\_\_\_for the cleaning and house up keeping Contract ----- of Rail Corridor of Delhi MRTS Project hereinafter called “the Tender”.  
  
AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs.--- (Rupees -----) as Tender Security against the Tenderer’s offer as aforesaid.  
  
AND WHEREAS\_\_\_\_\_ (Name and Address of the Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
  - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
  - b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
  - c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - d. That this Guarantee commences from the date hereof and shall remain in force till .....(Date up to which Guarantee is valid i.e. 150 days from the last date of tender submission.)
  - e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

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

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. if the Tenderer does not accept the correction of his tender price in terms of Clause 22.0 of the “Instructions to Tenderers”.
- c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity :
  - i. fails or refuses to furnish the Performance Security in accordance with Clause 27.0 of the “Instructions to Tenderers” and/or
  - ii. fails to commence the work as per terms And Conditions of tender after issuance of LOA
  - ii. fails or refuses to enter into a Contract within the time limit specified in Clause 26.0 of the “Instructions to Tenderers”.

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

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

Signature of the witness  
.....

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

Name of the Witness  
.....

Stamp/Seal  
of the Bank .....

Address of the Witness  
.....

**PROFORMA FOR STATEMENT OF DEVIATIONS**

(Refer Clause 20.0)

1. The following are the particulars of deviations from the requirements of the Instructions to Tenderers”, “General Conditions of Contract” and “Special Conditions of Contract :
- 2.

S.No.	Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each deviation/s

Signature of Tenderer

The following are the particulars of deviations from the requirements of the Tender Specifications

S.No.	Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each deviation/s

Signature of Tenderer

**Note**

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

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**  
(Refer Clause 27.0 of “Instructions to Tenderers”)

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the “Bank”) of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Delhi Metro Rail Corporation limited has awarded the contract for cleaning and house upkeeping Contract for -----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 ..... Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **six 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**

(Refer Clause 26.0 of “Instructions to Tenderers”)

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2011 Between Delhi Metro Rail Corporation Limited, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 hereinafter called “the Employer” of the one part and \_\_\_\_\_ (Name and Address of Contractor) \_\_\_\_\_ hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that (\*\* certain Goods and Services should be provided and) certain Works should be executed, viz cleaning and house keeping 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) Special Specification
  - (e) Notice Inviting Tender
  - (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) Tenderer’s Work Schedule as amended if required
    - (ii) Statement of deviations (if applicable)
    - (iii) 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 therefrom 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.

The staff/labour recruited by the Contractor for Cleaning & house Keeping of Rajeev Chowk and Kashmere Gate Stations will be the sole responsibility of the Contractor and DMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in DMRC.

6. JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note :

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

**FORM T-I**

**GENERAL INFORMATION AND JOINT VENTURE DATA**

**(Refer Clauses 2.5.2)**

Notes :

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

1. Names of participating members / constituents

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

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

- |     | Registered Office | Office for correspondence |
|-----|-------------------|---------------------------|
| (a) | .....             | .....                     |
| (b) | .....             | .....                     |
| (c) | .....             | .....                     |

3. Name of Lead partner / Constituent

.....

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

.....  
.....

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

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

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

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

### EXPERIENCE RECORD

(Refer Clause 8.1.1 (J))

1. Total number of years of experience in Cleaning & house keeping works
2. Details of experience in specialised Cleaning & house keeping works for **last three years**.

Sl. No.	Period	Details of work handled	Total Cost of work in Rs.	Manpower	Remark
(1)	(2)	(3)	(4)	(5)	(6)

Notes :

- (i) Details submitted in any other proforma will not be considered.
  - (ii) The details of work including the cost of the work should be supported by self attested copy of each clients certificate.**
  - (iii) Additional pages may be attached if required.
- b. All the pages must be signed by the authorised signatory of the tenderer.

*Cleaning & house keeping contract – Instructions to Tenderers -Contract W-15/2011*  
 Deployment of Min. No. Personnel for the Cleaning & Housekeeping

**Kirti Nagar Station**

**(Refer Clause 8.1.1 (K))**

Sl.No.	Category	Min No of Personnel	Min No of Personnel proposed to be deployed (Per Day)	Educational qualification	Relevant Years of Experience in Cleaning & House keeping
1	Teamleader	1			
2	Manager	1			
2	Supervisor (One in each shift)	3			
3	Housekeeper	Morning-05 Evening-05 Night-8			
4	Plumber	1			

**Satguru Ram Singh Marg station**

**(Refer Clause 8.1.1 (K))**

Sl.No.	Category	Min No of Personnel	Min No of Personnel proposed to be deployed (Per Day)	Educational qualification	Relevant Years of Experience in Cleaning & House keeping
1	Team leader	0			
2	Manager	1			
2	Supervisor (One in each shift)	3			
3	Housekeeper	Morning-05 Evening-05 Night-08			
4	Plumber	01			

**The major work will be carry out in night shift with specified machinery and required manpower and chemicals**

**NOTE: -**

- a. No Deviation in the Deployment of min. no. of personnel for Cleaning & Housekeeping shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be rejected.
- b. In order to achieve a very high standard of cleaning & Housekeeping, if required, more no. of personnel than the min. no. of personnel as mentioned above can be deployed. However, the Deployment of personnel shall never be less than the min. no. of personnel to be deployed as mentioned above.
- c. The Min. no. of personnel as mentioned above are required to be deployed on a daily basis in various shifts of the day as specified in this Tender.
- d. The min. no. of personnel required to be deployed ( i.e. 57 housekeeper ) have to be physically deployed on every day basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the Statutory norms or rules etc. as applicable.
- e. The CVs of the Team Leader, Managers & Supervisors are to be submitted along with the Tender. All CVs are to be signed by the proposed personnel and shall be verified by the Tenderer.

# SEPARATE PAGE ATTACHED AS MACHINERY REQUIREMENT IN TECHNICAL BID .

## Type of Machines and their specification

1. Cleaning machine must be either following International brand
  - i. TASKI- Switzerland.
  - ii. KARCHER – Germany.Or any equivalent to the specification.
2. All the cleaning machine must be as per strict specification mentioned. No deviation in the minimum number & specification of machines & equipment required to be deployed shall be accepted. If any tender proposed variation in the minimum number of machines & specification required to be deployed in The tender then his tender shall be rejected  
All the machine must have authentic branding clearly displayed on it. Necessary.
3. Proofs/certification would be required to be produced at the time of deployed.
4. No. under capacity machine would be acceptable.
5. Laminated sheets of 'DOS' & 'DONT'S' must be supplied by the equipment Supplier in at least two regional languages, with each machine deployed. Certification of origin shall be produced by the equipment manufacturing company stating that the machine or equipment are genuine from.
  - 5 The machine and equipment manufacturer has to furnish the following

### 5.1 ISO CERTIFICATE

- 5.2 All electric powered machines must be comply with IEC 335, the international standard of safety
- 5.3 All machines must have the CE certificate of conformity-they meet the harmonize European standards EN-55014 and EN 61 000 EU declaration

For high rise cleaning & housekeeping where ever needed such as glasses, ceiling, lighting, fixtures etc. successful tenders will have to arrange necessary ladders/hydraulic elevated platforms or any other equipment tools, plant required to carry out the work

1. For high rise cleaning & where ever required, the contractor shall provide safety belt & other safety items to the cleaning & housekeeping personnel.

## Specification For Different Machines To Be Used

### Three Phase Cold Water High Pressure Cleaner (Victoria or equivalent):

**Purpose** – This machine is required to pressure wash platform area, tracks, washrooms & drains etc. The machine should be equipped for cleaning hard floor surfaces and walls with pressurized water and rotating jets without splashes, cleaning the chocked drains, pressure washing tracks. The

machine should be rugged, ergonomically designed and should be of a make of worldwide repute and proven utility. A stainless steel housing with bristle skirting and rotary nozzles attached to it should be provided with the machine for cleaning surfaces.

**Technical Specifications:**

- High pressure Turbo Nozzle having frequency of Rotation of turbine 100 Cycles per sec. The machine should have motor mounted horizontally with Reciprocating type pump having Ceramic pistons. The pump should be made of Brass cylinder head. The machine should be user friendly, lightweight having Inbuilt Detergent Tank, Power saving 4 min. Automatic Start – Stop.
- Rubber tire Wheel Mounted Trolley, Manometer, Double Lance, 4 stage filters.
- The machine should be made of anti-corrosive body preferably ABS plastic, Galvanized Stainless Steel, Rust and Corrosion Free Body Frame. The Machine should have all the protection devices such as overloading protection, Overheating protection etc. It should have protection device such as automatic stop systems.
- The high pressure system should have double water seal for low leakage of Water. Also it should have detergent built in tank for indirect suction.
- The mechanized system should also have 200 bars continuous pressure.
- The machine should have a Water discharge rate of 630 – 1260 liter/ hour.
- The power consumption of the machine should be of 9400 W maximum.
- The machine should have a facility of self-priming of 1.5 to 3 meters head.
- The machine should work on a maximum inlet water temperature of 40 deg C.
- The weight of the machine should not be more than 83 kgs.
- The machine should have a built in pressure regulator with a Glycerin Pressure Gauge to monitor the pressure.
- The high pressure system should have Three Ceramic pistons brass pump head (double water seal) with built in (Seat interchangeable) by pass valve.
- The machine should be equipped with a Trolley with ergonomic handle and Facility for rolling the water hose over the machine for ease of handling.

**TREADS AND RISER CLEANER/STAIRS CLEANER**

- 1. Machine quoted should comply with national and international safety standards.**

2. The Company quoting for the machine must be an ISO 9001 certified company in the area of machine manufacture.
3. An original copy of product brochure/technical leaflet detailing out all the features quoted in the offer must support every offer.
4. All the technical parameters/specifications/special features should be backed by a pictorial representation detailing out the items.

Although the specifications are complete and self sufficient in all respects, still if any firm quotes any additional accessory – its relevance and additional cost should be clearly indicated to evaluate the offer objectively.

**PURPOSE: -**

**The machine is required to perform cleaning on unawkward places, stairs, vertical surfaces, corners with scrubbing function in a mechanized cleaning environment. The machine should be rugged, ergonomically designed and should be of a make of worldwide repute and proven utility.**

**TECHNICAL SPECIFICATIONS**

(Item wise Confirmation/Deviation to be clearly mentioned in the offer)

- Machine should be designed to clean small surface areas and awkward angles and corners, stairs such as treads and risers (horizontal and vertical surfaces).
- Machine should be electrically operated on single phase 230Volts/50 Hz.
- Motor should have a maximum power rating of 150Watts.
- Brush speed should be minimum 450 rpm. There should be an electronic controller to vary the brush speed from 0-maximum level to avoid spreading of water.
- Machine should have a nylon brush of maximum working width of 150-200mm and machine should have a maximum working height of 350 mm
- Contact pressure of the machine can easily be adjusted manually for different cleaning requirements i.e. for stain removal.
- Machine should have robust, on-marking transport wheels with reduced wear and tear – for easy transport and no marks on surface.
- Machine should be small compact designed with dimensions of
- 350\*150-200\*340mm(L\*W\*H) approximate. Weight should be maximum 6 kgs without accessories for easy transport.
- The machine should have a minimum warranty period of 12 months.

**BATTERY POWERED WALK BEHIND AUTOMATIC SCRUBBER DRIER & POLISHER (Swing 1250 B or equivalent)**

**PURPOSE: -**

The machine is required for deep cleaning, maintaining & buffing/polishing the Metro Station Platforms, which have a smooth surface. The machine will be required to perform wet scrubbing and drying simultaneously followed by buffing/polishing of the platform floors and smooth areas of Metro stations.

**TECHNICAL SPECIFICATIONS: -**

- The machine should be walk behind and battery operated and cleaning capacity should be 2475 m<sup>2</sup>/hour
- The machine should have the working width of 550 mm
- Machine squeeze width should not be more than 790 mm.
- Machine should have the solution tank of minimum 52 Lit and the recovery tank of minimum 50 lit.
- Machine total power consumption should be 1000 W.
- During operation the maximum brush pressure should be 46 Kg.
- Battery should be of 24 V
- Dimensions of the machines should be 1332 x 490 x 1153 mm (LxWxH)
- The Machine should have the tank in tank system.
- The Machine should have single brush of 50 cm.

**HEAVY DUTY WET 'N' DRY VACUUM CLEANER**

**PURPOSE: -**

The machine is required for all-purpose picking up coarse, fine, dry & damp dirt as well as water & other fluids from the surface. The machine will be required to perform wet & dry vacuum functioning at all the areas of all Metro Stations.

**TECHNICAL SPECIFICATIONS: -**

- The machine should have the dirt container of 22 lit wet or 28 Lit dry capacity.
- The power consumption should be of 1000 W.
- The Maximum suction power should be of 22 KPa.
- The machine weight with the power cord should be 10.5 Kg.
- Power cord length should not be less than 10 meter.
- Noise level should not be more than 64 db/A
- Dimensions of the machine should be 39 x 63 x 44 cm (L x W x H).
- The machine should have 5 castors with the diameter of 50 mm.

**SINGLE DISC FLOOR SCRUBBING MACHINE**

**PURPOSE: -**

The machine is required for deep cleaning, maintaining & buffing/polishing & crystallizing the Metro Station Platforms & Concourse Areas, which have a smooth surface. The machine will be required to perform wet scrubbing of floors and small smooth areas of Metro stations.

**TECHNICAL SPECIFICATIONS: -**

- The machine should be able work on two different speeds (Optional) of 165 and 330 rpm.
- The brush should be of 43 cm size.
- The power consumptions should be of 1100 W.
- Rated Voltage should be 230 V ~ 50 Hz.
- The cord length should be of 15 meter.
- The weight of the machine should be of 48 Kg (Option to remove 5 Kg).
- The engine height of the machine should not be more than 29.5 cm.
  
- Machine should have minimum moving parts and easy accessibility.
- The maximum operational weight of the machine should not be more than 47 Kg.
- Machine should be supplied with water tank of not more than 10 liters, disc scrubbing brush, pads drive board & polishing pads as standard.
- Machine should be supplied with integral power outlet & water dispensing lever.
- Machine should be supplied with centrally mounted service friendly high performance powerful motor.

**ESCALATOR CLEANER**

TASKI, KARCHER model BR 47/35 or machines of similar specification Esc for scrubbing & drying of running escalators, carrying the following specifications:

- Working width, brush: 470 mm
- Working width, vacuum: 470 mm
- Fresh/Dirty Water Tank: 35/35 Liters
- Mains Voltage: 230V/50Hz
- Brush Speed: 870-1090 RPM
- Power Rating Brush: 1100 W
- Suction Motor: 800 W
- Water Throughput: 60 L/Hour
- Pressure: 4 – 7 bars
- Weight: 90 Kg
- Dimensions: 1200X670X1100 mm
- Machine to be supplied with (In accordance to & compatible with the Escalator make):
  - A). Cleaning Brushes
  - B). Pick-up Brushes
  - C). Leading Combs
  - D). Training Combs

**MANUAL WITH BUILT VACCUM SYSTEM**

- Machine quoted should comply with national and international safety standards.
- The Company quoting for the machine must be an ISO 9001 certified company in the area of machine manufacture.
- An original copy of product brochure/technical leaflet detailing out all the features quoted in the offer must support every offer.
- All the technical parameters/specifications/special features should be backed by a pictorial representation detailing out the items.
- Although the specifications are complete and self sufficient in all respects, still if any firm quotes any additional accessory – its relevance and additional cost should be clearly indicated to evaluate the offer objectively.

**PURPOSE: -**

The machine is required for manual sweeping of railway station areas for dust clouds free invisible sweeping. The machine should be rugged, ergonomically designed and should be of a make of worldwide repute and proven utility.

**TECHNICAL SPECIFICATIONS:**

(Item wise Confirmation/Deviation to be clearly mentioned in the offer)

- The productivity of the machine should be 2100 m<sup>2</sup>/hour.
- Total cleaning path with side brush should be 700 mm.
- Cleaning path without side brush should be 500 mm.
- The machine should have the manual vacuum system.
- The total weight of the machine should not be more than 25.5 Kg.
- Capacity of dirt container should be 26 lit (front) & 4 Lit (rear).
- The filter system should be of paper cartridge type.

FORM T-V  
PAGE 1 OF 2

**FINANCIAL DATA**  
(Refer Clause 2.2.7)

**Total value of Cleaning & housekeeping work done during the period 2008-2009 to 2010-2011 ( For each member in case of Joint Ventuer/Consortium)**

S.No.	Description	(Rs.in Crore) Year 2008-2009	(Rs.in Crore) Year 2009 –2010	Year 2010-2011 (Rs.in Crore)
(1)	(2)	(5)	(6)	(7)
1.	Total value of Cleaning & House keeping work done			

**NOTE:**

**ATTACH SELF ATTESTED COPIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST FIVE FINANCIAL YEARS AS ANNEXURE.**

**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 balance works yet to be done in Rupee equivalent as on 31/03/2011		
				Arbitration	litigation		Year 2008- 2009	Year 2009-2010	Beyond year 2011

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

\*\* This figure should also include the year-wise break-up of part value of works to be executed in the two years period (2008-2009) even if completion of such works spills over beyond this two years period (2010-2011).

**ECOFRIENDLY DETERGENTS /REAGENTS (INDICATIVE) PROPOSED FOR THE WORK**

(Refer Clause 8.1.1 (p))

Sl.No.	Type of Cleaning	Proposed detergent/Reagent
1	2	3
1	Hard surface floor cleaning	
2	Bath Room /Toilets floor cleaning	
3	Disinfectants for Bath room /Toilets	
4	Vertical finishes of different types like Granite/Marble/ steel plate cladding etc.	
5	Glass surfaces etc.	
6.	Steel surfaces	
7.	Aluminum surfaces	
8.	Any other types	
9	Pest Control <ul style="list-style-type: none"> <li>a. Cockroaches</li> <li>b. Mosquitoes</li> <li>c. Lizards</li> <li>d. Flies</li> <li>e. Ants</li> <li>f. Other flying/Crawling pests</li> <li>g. Rodent control</li> </ul>	

**NOTE:- 1. Above Chemical/Reagent are only indicative. Successful tenderer will have to submit a detailed list of chemical/reagent with material safety data sheets for approved by DMRC duly indicating the application of such chemical /reagent.**

**2. It is preferred to put chemicals in dispenser fixed at station in H/K room**