

Annual Routine Maintenance of civil Works Addition and alteration / Modification work of various buildings situated on Line-1 Section (Dilshad Garden to Rithala Metro station)

INSTRUCTIONS TO TENDERERS

GENERAL

1.0 INTRODUCTION

1.1 Sealed tenders are invited from the eligible contractors for “**Annual Routine Maintenance of civil Works Addition and alteration / Modification works of various buildings situated on Line-1 Section (Dilshad Garden to Rithala Metro station)** 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.

- Volume 1
 - Notice Inviting Tender (NIT)
 - Instructions to Tenderers (ITT)
 - Special Conditions of Contract (SCC)
 -
- Volume 2
 - Bill of Quantities

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:

Dy. General Manager/ Civil & Structures

6th floor Metro Bhawan, 13 fire Brigade lane, 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) : Rs.-146000/-
- b. Last date for issuing amendment, if any, 23/08/2011
- c. Tenders will be accepted in the office of Dy. General Manager/ Civil & Structures between 09.30 Hrs. and 16.00 Hrs. on **24/08/2011** only.
Late or delayed tenders will not be accepted under any circumstances.
- d. Date of opening of the Tender Package (Clause 18.0): 24/08/2011 at 16.30 hours.
- e. Period for which the tender is to be kept valid (Clause 11.0): 120 days from the last date of submission of Tender.
- f. Period of commencement of work (Form A): 7days from the date of issue of "Letter of acceptance".
- g. Contract Period (Form A): 365 days from date of commencement

2.0 PRE QUALIFICATION REQUIREMENTS

2.1 Average annual financial turnover during the last 3 year. Ending 31st March of the previous financial year, should be at least Rs. Rs. 11680000/-

2.2 Experience of having successful completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following.

a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost Rs. 14600000/- i. e. Rs. 5840000/-

or

b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost Rs. 14600000/- i. e. Rs.7300000/-

or

c. One Similar completed work costing not less than the amount equal to 80% of the estimated cost Rs. 14600000/- i. e. Rs. 11680000/-

2.3 Definition of similar work:- **Annual routine civil maintenance work of building and structure including civil works** in any Govt. Department/Railways/PSU's Govt. bodies & MES and submit relevant documentary proofs of work experience.

2.4 The tenderer should have minimum five years experience of civil construction/maintenance work in any Central Govt./state Govt./PSU/DMRC and submit relevant documentary proofs work experience.

All tenders submitted shall include the following information:

2.5 General information on the tenderer shall be furnished in Form T-I. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm.

2.6 The authorised signatory of the tenderer shall sign each page of tender. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 13.0

2.7 Cancellation or creation of a document such as Power of Attorney, which may have bearing on the tender/contract, shall be communicated forthwith in writing by the tenderer to the Engineer and the Employer.

2.6 Each tenderer, 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 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 most of work to be executed during Non revenue hours (During night hours)

- 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 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 sent to all prospective tenderers who have received the tender documents, on or prior last date mentioned in Clause 1.3. 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.
- 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.

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) Self Attested Copy of Power of Attorney to submit tender,
 - (c) Self Attested copy of the latest PAN No., D VAT and as per 'Delhi Sales Tax Act 1999/ VAT Deptt.
 - (d) Tender documents as listed below:
 - i. Notice Inviting Tender
 - ii. Instructions to Tenderers (excluding Form A)
 - iii. Special Conditions of Contract
 - iv. DMRC's General Conditions of Contract

(e) Statement of deviations from tender documents (Form C)

- (f) Form of tender and Appendix thereof (Form A).
- (g) Bill of Quantities.
- (h) Financial Data Form T-V.
- (i) Experience record form T-II.
- (j) Detail of Personnel form T-III.
- (k) Machinery & Equipment Form T-IV

8.2 The prices shall be entered in the Form of Tender and the BOQ enclosed. 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. 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.

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

9.0 **TENDER PRICES**

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

9.2 The rate for each item shall be reasonable and not unbalanced. Should the Engineer/ Employer come across any unbalanced rates, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Engineer /Employer 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.

9.3 The Tenderer shall utilize Indian labour, staff and material to the maximum extent possible in execution of works and payment to the labour should be made as per minimum wages act.

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

9.5 The rate and amount to be quoted by contractor both words and figure.

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.
- 12.2 The tender security will be in the form of a Bank Guarantee or Demand draft/Bankers cheque 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 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 but not later than 30 days after the expiration of the period of tender validity as defined in Clause 11.0. In this connection, Clause 25.3 may also be referred to.
- 12.4 The tender security of the successful tenderer shall be returned upon the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 27.0.
- 12.6 The tender security shall be forfeited:
- 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 or
 - c. In the case of a successful tenderer, if he fails to:
 - a. Furnish the necessary performance guarantee for performance as per Clause 27.0 and/or.
 - b. 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
- 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 authorised 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 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. All amendments/corrections shall be initialed by the person signing the tender.
- 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.

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. The Original sets shall contain documents as detailed in Appendix - I.
- 14.1.2 The Tender package shall be sealed in separate envelope. The envelope, shall be wrapped in an outer envelope addressed to **Dy. General Manager / Civil & Structure, DMRC duly superscribing the tender number, name of work, time and date for submission and time and date for opening. The envelope should also bear the name and address of the tenderer.**
- 14.1.3 The contents of Tender Package shall be as detailed under Clauses 8.0 hereon.
- 14.2 No responsibility will be accepted by 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:

Dy. General Manager/ Civil & Structure 6th floor Metro Bhawan, 13 fire Brigade lane 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 such nominated date for submission of tender is subsequently declared as a Public Holiday by the Employer, 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 (telex 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 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 **Dy. General Manager/Civil & Structure 6th floor Metro Bhawan 13 fire brigade lane, 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 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. Minor deviation may be brought out in Form C..

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 8.1.1, 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 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.

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 9.0 and 21.0, the Employer will award, the Contract to the lowest 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 four days of receipt of the same by him. The Employer from the unsuccessful Tenderers will entertain no correspondence.

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. The Employer to the Contractor will supply one copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories.

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

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 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 Performance Security Money of Tender should be recovered @ 10% of each running account bill amount after adjustment of earnest money or tenderer will furnish at his option a Bank Guarantee from a schedule bank located in India for Performance as Security money 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

APPENDIX I**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	No. of sets to be submitted	Reference to Clause No. of "Instructions to Tenderers"
	TENDER PACKAGE COMPRISING OF:		
1.	Tender documents	One in Original	8.1.1
2.	Power of attorney for individuals signing on behalf of Company/Firm	One in Original	8.1.1a. 2.5 & 13.0
3.	Tender security (Form B)	One in Original	12.0
4.	Financial Data (Form T-V)	One in Original	8.1.1 (h)
5.	PAN No., sale tax clearance certificate/ VAT clearance certificate	Attested Copy	8.1.1 (c)
6.	Statement of deviations from Tender Documents (Form C)	One in Original	8.1.1(e) & 20.2
7.	Form of Tender and Appendix thereof (Form A)	One in Original	8.2
8.	Bill of Quantities	One in Original	8.1 (g) & 8.2

**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. Detail of Personnel	T-III
iv. Resources for the works- Machinery & Equipment	T-IV
v. 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

GM/Maintenance
6th floor Metro Bhawan
13 fire brigade lane
Barakhambha 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 Engineer's order to commence and to complete the whole of the Works comprised in the Contract upto 365 days calculated from the date of Commencement of the work, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 15.0 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 57.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 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	15.0 of General Conditions of Contract	10 percent of the Contract Price.
ii.	Minimum amount of Third Party Insurance	23.0 of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no. of incidents unlimited.
iii.	Period for commencement of work from the date of issue of work orders	1.3 of Instructions to Tenderers	Immediately
iv.	Contract Period from the date of issue of LOA	14.1 of Special Conditions of Contract	365 days
v.	Penalty for Non completion of work or poor quality of work	14.2 of Special Conditions of Contract	10% of the value indicated in the work orders subject to max.10% of the Contract value.

Signature of
authorised
signatory on behalf
of Tenderer

Date

Name

Place

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 "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 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 unto 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 -----
----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 18 . Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **Six (6) months longer than** the anticipated expiry date of Contract period. as stated in Clause 15.1 of the "General Conditions of Contract".)
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, 6th Floor, Metro Bhawan, Fire Brigade lane, Barakhamba Road, New Delhi - 110001 hereinafter called "the Employer" of the one part and _____ (Name and Address of Contractor) _____ hereinafter called "the Contractor" of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

5. OBLIGATION OF THE CONTRACTOR

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

6. JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the 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 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

(Refer Clauses 2.4)

Notes :

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

1. Names of participating member

(a)

2. Address, telephone, telefax, cable numbers

Registered Office

Office for correspondence

(a)
(b)
(c)

3. Contact persons address, telephone etc.

(a)
(b)
(c)

EXPERIENCE RECORD

(Refer Clause 8.1.1.i.)

1. Total number of years of experience in construction/maintenance of building works
2. Details of experience in construction/maintenance of building works for **last five years**.

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 proforma will not be considered.
 - (ii) The details of work including the cost of the work should be supported by attested copy of each clients certificate.**
 - (iii) Additional pages may be attached if required.
- c. The authorised signatory of the tenderer must sign all the pages.

DETAILS OF PERSONNEL
(Refer Clause 8.1.1.j.)

S. No.	Designation	No of Personnel Available
1	2	3
1	Engineer	
2	Supervisors	
3	Non -Technical	

Resources for the works - Machinery & Equipment
(Refer Cause 8.1.1. k.)

S. No.	Description Of Machines/Equipments	Nos. available	Location

FINANCIAL DATA
(Refer Clause 8.1.1.h.)

Total value of construction work done during the period 2007-09 to 2010-2011

S.No.	Description	Year 2008-2009 (Rs.in Lakh)	Year 2009 –2010 (Rs.in Lakh)	Year 2010 -2011 (Rs.in Lakh)
(1)	(2)	(3)	(4)	(5)
1.	Total value of work done– Construction/ Maintenance of civil work.			

NOTE:

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

FINANCIAL DATA

(Refer Clause 8.1.1.h)

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 2009-2010	Year 2010-2011	Beyond year 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.

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