

**DELHI METRO RAIL
CORPORATION LIMITED**

**METRO BHAWAN
BARAKHAMBA ROAD, FIRE BRIGADE LANE,
NEW DELHI-110001**

TENDER DOCUMENTS
TENDER NO. DMRC/S&T/AMC/Radio Tower/Line1&3/2011

Name of the Work:

**ANNUAL MAINTENANCE OF RADIO TOWERS
AT VARIOUS STATIONS FOR LINE 1 & 3 OF
DMRC**

DELHI METRO RAIL CORPORATION LTD.

TENDER DOCUMENT

TENDER Notice No: DMRC/S&T/AMC/Radio Tower/Line1&3/2011

Name of the Work: Annual Maintenance of Radio towers at various stations for Line 1 & 3 of DMRC

Sale of Tender Documents: 25/10/2011 to 17/11/2011 between 10:00 hrs to 17:00 hrs. & 18/11/2011 up to 14:00 hrs. (Working Days)

Date for Submission of Tenders: 18/11/2011 up to 15:00 hrs.

Date & time of Opening of Tender: 18/11/2011 at 15:30 hrs.

DELHI METRO RAIL CORPORATION LIMITED

ANNUAL MAINTENANCE OF RADIO TOWERS
AT VARIOUS STATIONS FOR LINE 1 & 3 OF
DMRC

TENDER DOCUMENT

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NOTICE INVITING TENDER

1. On behalf of DMRC, DGM/S&T-I, Delhi Metro Rail Corporation Ltd., Barakhamba Road, Metro Bhawan, 13, Fire Brigade lane, Barakhamba Road, New Delhi-110001 invites sealed Tender up to 1500hrs on 18/11/2011 for the following work:

Name of work	Estimated value in Rs	Earnest Money in Rs
Annual Maintenance of 11 no. Radio towers at various stations for Line 1 & 3 of DMRC	7, 33,953/-	14,679/-

2. The Tender should be in the prescribed form obtainable either in person or by post from the office of the Delhi Metro Rail Corporation Ltd, at the above address on payment of **Rs.1050/- (Rs. One Thousand Fifty only)** each (Rs 100/- extra for postal charge) and will also be available on Website "**www.delhimetrorail.com**". The same can be downloaded and used as tender documents for submitting the offer. However, a Demand Draft amounting Rs. 1050/- in favour of DMRC Ltd, Payable at New Delhi shall be enclosed towards cost of tender document along with the offer. The tender form will be issued on production of demand draft. In no circumstances, the amount paid for the tender form will be refundable.
3. The Tender form is not transferable.
4. The tender document will be issued **from 25.10.2011 to 17.11.2011 between 10.00 hrs to 17.00 hrs and 18.11.2011 up to 14:00 hrs (working days)** from the Office of DGM/S&T-I at Metro Bhawan, Fire Brigade Lane Barakhamba Road, New Delhi-110001. The tender will be opened **on 18.11.2011 at 15:30 hrs in the office** of Dy. General Manager (S&T)-I, Metro Bhawan, Fire Brigade Lane Barakhamba Road, and New Delhi-110001
5. The tenderer should submit sealed tender up to **15:00 Hrs on 18.11.11** along with his PAN No. VAT No. and service tax Nos.
6. The EMD should be submitted in the form of a crossed demand draft payable to Delhi Metro Rail Corporation Ltd., payable at New Delhi from any Scheduled Bank.
7. The tender which does not accompany EMD along with required documents will be summarily rejected.
8. The successful tenderer has to submit a bank guarantee for the value of 10% of the contract value towards security deposit in terms of GCC para no. 4.2
9. The EMD of unsuccessful tenderers will be returned on finalization of tender. In case of successful tenderer, it will be returned after deposit of Security deposit in prescribed format.
10. The Performance guarantee/contract agreement should be executed in the prescribed format of DMRC.
11. Due to unforeseen circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the same time i.e. 15:30 hrs. Corporation will not be responsible for any postal delay.
12. Completion period for the work is one Years from the date of issue of Letter of Acceptance

ELEGIBILITY CRITERIA

1. Work Experience

1. Bidder should have experience of having satisfactorily completed/executed similar type of works as detailed in the bid document and should have successfully completed installation and commissioning during last 5 years as on 30th September 2011 and should be either of the followings:-

- (a) Three similar completed works costing not less than Rs 2,93,581/-*
OR
- (b) Two similar works costing not less than the Rs 3,66,977/-*
OR
- (c) One similar completed work costing not less than Rs.5,87,162/-*

(* - This value shall be computed by taking into account various works related to maintenance of Radio Towers/ Mast)

Order copies of works executed along with their satisfactorily completion letter should be provided by Bidder.

2. Financial Standing (Annual Turn Over)

Applicant should have average Annual Turnover of Last Three audited financial years not less than Rs.5,87,162/-

3. COMPLETION PERIOD

The work should be completed within one Year as per given schedule from the date of issue of acceptance letter. No extension shall be granted to the contractor unless the reasons are beyond his control and the engineer in-charge is satisfied with the reasons.

4. Tender document consists of the following:

- Notice Inviting Tender
- Instructions to Tenderers
- Special Conditions of Contract.
- Bill of Quantities
- Proforma of forms

5. Employer's General conditions of contract are deemed to be part of tender papers.
6. The Contract shall be governed by the tender documents.
7. The Tenderer may obtain further information in respect of these tender documents from the office of **Deputy General Manager/S&T at 6th Floor, Right Wing, Metro Bhawan, 13 Fire Brigade Lane, Barakhamba Road, New Delhi-110001.**
8. DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against DMRC for rejection of his proposal.

Dy. General Manager / S&T-I
Metro Bhawan 6th floor Left wing
Barakhamba Road,
New Delhi 110001

INSTRUCTIONS TO TENDERERS (ITT)

1.0 TENDER INVITATION

1.1 Delhi Metro Rail Corporation Limited invites Sealed tender for “Annual Maintenance of 11 nos of Radio towers at various stations for Line 1 & 3 of DMRC” for the work as per Tender Notice.

2.0 ELIGIBILITY CRITERIA

- 2.1 (a) The tenderer should have expertise for the execution of the similar type of works
(b) Refer Page-3 NIT para Eligibility criteria

3.0 TENDER DOCUMENTS

3.1 The Tender documents consist of (a) Notice Inviting Tender (b) Instructions to Tenderer (c) Special conditions of Contract (d) Bill of Quantities (e) Tasks Sheets (f) Proforma of forms

4.0 GENERAL CONDITION OF CONTRACT

- 4.1 General condition of contract, if required, can be collected from the office of DGM/S&T/1.
4.2 In case of difference between General condition of contract and Special Condition of Contract, the Special Condition of Contract will govern.

5.0 COMPLETION OF TENDER DOCUMENTS

- 5.1 Only original computer printout of Tender Document shall be used in case it has been downloaded from Website Photocopies are not acceptable.
5.2 All information shall be either typewritten or written neatly in indelible ink.
5.3 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation shall prevail.
5.4 All offers in the prescribed forms should be submitted before the time and date fixed for submission of the offers. Offers received after the stipulated time and date will be summarily rejected.
5.5 Every possible fluctuation in the rates should be considered and kept in view before quoting the rates and no reclaim on this account shall be entertained by DMRC under any circumstances except the price escalation payable as per price escalation clause, if any, provided separately in the tender documents.
5.6 The rate should be quoted in figures as well as in words, if there is variation between the rates quoted in figures and in words, the rates quoted in ‘Words’ shall be taken as correct. If more than one or improper rates are tendered for the same items, the tender is liable to be rejected.
5.7 Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer/s in his / their entries should be in Ink and must be attested by him / them under full signature and date.
5.8 Additional conditions or stipulations if any must be made by the Tenderer/s in a covering letter with tender. DMRC reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions, which are explicitly accepted by DMRC, shall form part of the contract.

6.0 GENERAL & TECHNICAL COMPLIANCE

6.1 The items offered shall be in accordance with the Technical Specifications. Details of variations from the Technical Specifications, if any, should be clearly indicated in the offer.

6.2 The Tenderer shall indicate for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub-clause of General Conditions of Contract (GCC), Special Conditions of Contract (SCC) & Technical Specifications or if not, precisely how they differ from the requirements of the Tenderer. In later case, he shall furnish detailed justifications and for the deviations proposed.

6.3 The compliance statement of GCC, SCC & Technical Specifications should be unambiguous. The clauses which are being complied by the Tenderer should be shown as “complied”. The clauses where Tenderer is unable to comply, deviation should be clearly brought out. Remarks like “see Technical Literature attached” or other remarks of similar nature should not be made. Tenderer should not assume that DMRC will interpret the compliance from brochures or technical manuals attached by him. However, Tenderer should attach adequate technical details and description of the system quoted so that DMRC, if desired, can also independently verify the compliance remarks given by the tender.

6.4 The compliance statement should be given for each individual class and sub-class of GCC, SCC & Technical Specification separately. If the Tenderer does not give unqualified compliance to all the clauses or does not provide a clear and detailed deviation from the clauses and sub-clauses of GCC, SCC & Technical Specifications, Tender is liable to be rejected without asking further clarification from the Tenderer.

6.5 **DMRC’s Right:** The DMRC reserves the right to accept or reject these deviations and its decision thereon shall be final. The deviations quoted by the Tenderer will become part of contract agreement only to the extent to which they are specifically mentioned as accepted in the letter of acceptance.

6.6 **Signing of Tenders:** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing -

a) As Chief Executive of the Firm making the offer.

b) As a Director, Manager or Secretary in the case of the authority conferred by Memorandum of Association.

6.7 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

6.8 In case the offer is submitted through authorized agents, a clear authorization letter from the Principal must accompany the tender. Offer from other agents, brokers and middleman shall not be accepted.

6.9 The Tenderer/s or such person/s on his / their behalf who is / are legally authorized to sign for him / them must sign with full name in capital each page of the tender papers at the bottom with date. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page and preferably the page number format ‘X of Y’ shall be adopted for the tender offer.

7.0 EARNEST MONEY DEPOSIT

7.1 The tender must be accompanied by a sum of Rs.14,679/- (Rupees Fourteen Thousand Six hundred Seventy Nine only) as EMD in the manner prescribed in Para 7.2, failing which the tender shall be summarily rejected.

7.2 The earnest money of the requisite amount referred to in Para 7.1 above is required to be deposited in following form.

Pay order or demand drafts of the State Bank of India, or any of the nationalized banks or any of the schedule commercial bank, must have an endorsement from the authority issuing such Pay order / DD that “received from M/s and pledged in favour of DMRC Ltd., Payable at New Delhi”.

7.3 The EMD should at least be valid for a period of 120 days. If the validity of the offer is extended, the EMD duly extended shall also be furnished, failing which the offer of the aforesaid shall not be considered.

7.4 The EMD is liable to be forfeited if the Tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

7.5 If the tender is accepted, the amount of EMD of the Tenderer will be held as initial security deposit for due and faithful fulfillment of the contract.

7.6 If the successful Tenderer fails to furnish the Security Deposit required in clause 17 of SCC and fails to submit the formal contract agreement duly signed within fifteen days, then the EMD shall be liable to be forfeited by DMRC.

7.7 The EMD of all unsuccessful tenderers will be returned by the DMRC within reasonable time of the finalization of the tender.

7.8 No interest shall be allowed on the earnest money.

7.9 Earnest money in the form of Pay Order or Demand Draft will only be accepted.

7.10 Standing Earnest Money Deposit if any with DMRC will not be accepted.

7.11 Any tender not accompanied by EMD will be summarily rejected.

8.0 COMPLETION OF TENDER DOCUMENT

8.1 The Tenderer shall quote for the complete work for all the items, as given in the Bill of Quantity. Offers received for part of the schedule will not be considered and shall be rejected.

8.2 The rates quoted by the Tenderer against items contained in Bill of Quantity of the tender document, shall be inclusive of all Taxes (Income/Sales Tax, Surcharges or Octroi) such as Central/State/Local, if any.

8.3 DMRC reserves the right to increase/decrease the scope of work by 25%, any time during the currency of contract. It should be noted that this excludes additional quantities that may be required as warranty replacement due to defective design and development, etc.

8.4 The Tenderer must keep their offer open for a minimum period of 180 days from the date of opening of tender.

8.5 Each page of tender document shall be signed & stamped by tenderer.

9.0 SUBMISSION OF TENDER

9.1 The completed Tender Document shall be put in an envelope and the envelope will bear "Annual Maintenance of Radio towers at various stations for Line 1 & 3 of DMRC" at the top and name & Address of the Tenderer at the bottom left.

9.2 Submission of Tender Document through internet is not permitted

9.3 The tender Document complete in all respect as mentioned above shall be addressed to:

Dy. General Manager/S&T, 6th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.

9.4 Tenders sealed and super-scribed as aforesaid shall be dropped in the Tender Box kept at the office of Dy. General Manager/S&T, 6th Floor, Metro Bhawan, Fire Brigade Lane, New Delhi-110001 for the purpose before the date & time indicated in Tender Notice.

9.5 Tenders sealed and super-scribed as aforesaid can also be sent by registered post to the Dy. General Manager/S&T, 6th Floor, Metro Bhawan, Fire Brigade Lane, New Delhi-110001, Delhi, but a tender, which is received after the time and date specified in Tender Notice, will not be considered. Any tender delivered or sent otherwise will be at the risk of the tenderers. DMRC shall not be responsible for any delay on postal/courier account.

10. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER

The Tender properly bound and serial numbered shall essentially contain the following: -

10.1 In case of tender document downloaded from website, Demand Draft of Rs.1050/-to be submitted towards cost of tender document

10.2 EMD in prescribed form as per Clause 7.0 of this Section.

10.3 In case of Joint venture/ Partnership, the agreement/deed document in this regard.

10.4 Duly Signed Certificates from the Organizations for which they worked/working and having completed the Similar works by the Tenderer during last three years with the following details :-

- Name of the Organization with whom they worked / are working
- Type of Organization (Govt./PSU/Training Institute/Academic Institute/ Limited company)
- Description of works
- Approximate value of contract at the time of award
- Date of award
- Date of scheduled completion of work
- Actual date of completion
- Total payments made to the Tenderer against completion of contract

10.5 Details of works on hand, with supportive documents/certificate from the organizations with whom the tenderer worked/is working, indicating the following:-

- Description of works
- Contract value
- Approximate value of balance work yet to be done and
- Date of award

10.7 A detailed statement indicating the compliance or deviation on each clause/sub-clause of General Conditions of Contract, Special Conditions of Contract and Technical Specifications given in these documents. In case of deviations, detailed justification/technical specification of the alternative proposal on the prescribed form (**Annexure-II**).

11.0 OPENING OF TENDER

11.1 The tenders will be opened on the specified date & time as per Tender Notice in the office of **Dy. General Manager/S&T, 6th Floor, Metro Bhawan, Fire Brigade Lane, New Delhi-110001** and name of the Tenderer participated will be read out in the presence of such tender/s whosoever is / are present.

11.2 Tenders, which are received after the time and date specified above, will not be considered.

11.3 In case the intended dates for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.

12.0 TENDER EVALUATION:

The Tender Evaluation shall be done in the following manner:

The tender shall be considered eligible only if it fulfills the technical and other requirements as laid down in ITT clause 2 & Clauses 10.1 to 10.7. The eligible tenders shall be rationalized after arithmetic checking to determine the lowest tender.

13.0 ACCEPTANCE OF TENDER

13.1 "IF THE TENDERER/S DELIBERATELY GIVES A WRONG INFORMATION / WHOSE CREDENTIALS / DOCUMENTS IN HIS / THEIR TENDERS AND THEREBY CREATE(S) CIRCUMSTANCES FOR ACCEPTANCE OF HIS/THEIR TENDER, DMRC RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE, BESIDES, SHALL SUSPEND THE BUSINESS FOR ONE YEAR.

13.2 The authority for acceptance of tender rests with Dy. General Manager/S&T, DMRC, who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also

reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tender, if deemed necessary.

13.3 The successful tenderer/s shall be required to execute an agreement with DMRC for carrying out the work as per agreed conditions. The cost of stamp for the agreement will be borne by tenderer (Annexure-VI).

13.4 The tenderer/s shall not increase his/their rate. In case DMRC negotiates for reduction of rates, such negotiations shall not amount to cancellation or withdrawals of the original offer and rates originally quoted will be binding on the tenderer/s.

13.5 The tenderer/s shall submit an analysis of rates, if called upon to do so.

14.0 ADDRESS FOR COMMUNICATION

14.1 The Tenderer shall indicate fully and clearly his postal address, telephone numbers, and telegraphic address and fax numbers, if any. Any communication sent to the Tenderer at his said address, shall be deemed to have reached timely, notwithstanding the fact that the communication could not reach the Tenderer at all or in time because of any inaccuracy or defect in the said address.

15.0 TECHNICAL DISCUSSION

15.1 Technical discussions may be held with the tenderers whenever necessary. Insufficiency of technical details, if any, may also be indicated to them. Based upon these discussions, the Tenderer will submit in writing the details of clarifications required by DMRC.

SPECIAL CONDITIONS OF CONTRACT

1. ADDITIONAL RULES FOR WORKS

I. The rates given in accepted schedule of rates shall hold good for any actual increase or decrease in the contract quantities.

II. The contractor is to allow for all works shown on the drawings whether referred to in the specifications or not. Any items that are shown or described in one or the other drawings or descriptions and not in both are deemed to be included in the work.

2. MATERIALS & SAMPLES

I. All the works specified and provided for in the specifications shall be executed with materials of the best and approved quality contained in and as represented by IRS/ISI Specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the company during the execution of the work, and to Engineers entire satisfaction. The material should be procured from RDSO/ISI approved firm only with consignee inspection.

II. All the materials (except where otherwise described) stores and the equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges as applicable.

III. The Contractor shall strictly adhere to the manufacturer's recommendations and instructions for storing, installing, erecting or fixing all products, materials and equipment. On completion of Work or an installation, the manufacturer's original manuals, guarantees and warranties properly filled-in with requisite details including establishment of the correct ownership shall be delivered to the Company together with the submission of the final bill copy under a written receipt.

3. SUBSTITUTION

Should the contractor desire to substitute any materials and Workmanship, he/they must first obtain the approval of Engineer in writing for any such substitution well in advance. For materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Engineer has to be obtained.

TERMS AND CONDITIONS

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- I. The income tax at source and other statutory Levis as applicable if any would be deducted from running bills. The contractor should not be an Income Tax Defaulter.
 - II. The contractor shall be responsible to fulfill all statutory liabilities if any towards his staff such as payments if minimum wages, PF, ESI, Bonus and any other dues etc including all amendments issued by the govt. from time to time. Being a principle employer, DMRC may ask to submit documents in original.
 - III. The contractor should provide attested copy of latest ITCC in the standard Performa prescribed by Govt. of India, PAN NO. Sale tax Clearance Certificate and Registration with contract cell of Sales tax Deptt. As per Delhi sales tax act 1999 or latest along with the offer
 - IV. Only authorized staff of contractor having proper Identity Card issued by the contractor and with Temporary pass of DMRC, shall be permitted to work at metro stations for which contract will assigned, for carrying out Preventive/ Corrective Maintenance Works. The successful contractor will have to submit the list of the Authorized staff along with Xerox copy of the Identity Cards to whom temporary passes will be issued by DMRC. The temporary passes will allow the entry/ exit of the contractor's authorized personnel from the same station. The contractor has to provide the list of the executing staff before start the work with their full details.

TECHNICAL CONDITIONS

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- I. The work is to be carried out under the supervision of DMRC representative, i.e. Sectional Incharge of site of the location of work.
 - II. No T&P's shall be issued to the contractor. All T&P's, instruments, Machines, Materials, Spares, Consumables etc. will be brought by the contractor only.
 - III. The maintenance works are to be carried out as per the recommendations of the Manufacturer & Only Original Spares/ Materials/ Consumables shall be used.
 - IV. The Contractor during the execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.
 - V. Transport: No separate charges will be paid for transport. It shall be provided free of cost by the contractor.
 - VI. All spares, materials & consumables required for carrying out preventive & corrective maintenance shall be brought by the contractor.
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6 COORDINATION FOR WORK

I. The Contractor hereby agrees to coordinate Work in such manner and to his best efforts to prevent disruption, encumbrances or interruption in use of the property above, below and/or adjacent to the proposed site.

II. Contractor shall advise the Company through the Engineer in case any assistance or coordination is required with regards to the building estate staff on any anticipated or actual interruption or interference in the execution of Work twenty four hours in advance of the situation or requirement and the Company shall render prompt necessary assistance to ensure removal of the anticipated or actual interruption or interference in Work progress from any quarter.

7 CONTRACTOR RESPONSIBILITIES

I. Contractor shall review thoroughly, check and coordinate all submittals prior to submitting them to the Company or Architect. Any submittal which is incomplete or contains numerous errors and appears to be checked only superficially will be returned unaccepted and unchecked for resubmit by the Contractor.

II. The provisions of this contract and all information received by Contractor about the Company, its agents and employees, during the performance of Work shall be kept confidential and will not be disclosed to third party unless required by law.

III. The Contractor agrees that it will not use Company or Architect names or trademarks in any of its construction sign, advertising without receiving specific written permission from Company or Architect respectively. No press or any public release for this Work can be issued without express written sanction of the Company at its sole discretion.

V The contractor shall be responsible for maintaining co-ordination with other agencies for the work if required.

The contractor shall be fully responsible for the material supplied by DMRC (If any), once issued to him for execution at the site.

All the surplus material, malba etc. should be removed as soon as the work in a particular stretch is completed. The idea is to see that no bottleneck is caused to the free flow of traffic.

Instructions regarding safety of trenches, worker, prevention of damage to properties, services should be strictly followed.

It will be the responsibility of the contractor for safety of its personnel for working near the track and shall be responsible for any damage to other materials of others.

The contractor shall have to make his own arrangements for safe working and shall not damage any equipment or cables in service in the work area. Loss or any damage to these shall be borne by the contractor.

No extra claim for safe working would be entertained.

In case of heavy rains during the construction, contractor shall safeguard his work material and no claim would be entertained for god's act.

Contractor shall review thoroughly check and coordinate all submittals prior to submitting them to the Company. Any submittal, which is incomplete or contains numerous errors and

appears to be checked only superficially, will be returned unaccepted for resubmission. The provisions of this contract and all information received by Contractor about the Company, its agents and employees, during the performance of work shall be kept confidential and will not be disclosed to third party unless required by law.

The Contractor agrees that it will not use Company names or trademarks in any of its construction sign, advertising without receiving specific written permission from Company respectively. No press or any public release for this Work can be issued without express written sanction of the Company at its sole discretion.

8 SITE REQUIREMENTS

Contractor to organize all plant, tools, safety equipments, vehicles, consumable stores and equipment necessary for the proper execution and completion, maintenance, adaptation, moving and removal of the contract Work.

9 CONTRACTOR TO FULFILL THE REQUIREMENTS OF LAWS

I. Contractor to comply with all police or other law enforcement authority regulations in force in the site and its vicinity. The contractor will be responsible for and shall hold harmless and indemnify the Company and Architect against all claims in connection with noise, vibration, dust and any other nuisance arising from the execution of the Work.

II. Where the requirement of the Contract differ by chance from any law or legal order or stipulation of the public authorities, the more stringent requirement shall govern under information to Company and Architect by the Contractor. If the contractor performs Work contrary to the requirements of statutory public authorities having legal jurisdiction over Work and without notifying the Company and Architect in writing of such requirements, it will be presumed that the contractor has assumed full responsibility of such Work and all associated costs for appropriate modifications.

III. The Contractor shall conform to building bylaws 1983, rules, regulations and norms as prevailing under the local laws from time to time in the execution of Work. Any deviation from the bylaws is to be brought to the notice of the Company and Architect.

IV. The Contractor shall secure and pay for all required permits and licenses and shall give notices and coordinate necessary inspections to comply with all the applicable laws, ordinances, rules and regulations of public authorities and agencies having jurisdiction over the Work.

V. Statutory obligations Fees and Charges. The Contractor shall comply with all notices required by any statues or any bye -laws applicable to the Work and shall pay all fees and charges in respect of the Work legally recoverable from him to the public authorities.

10-11 CONTRACTOR'S EMPLOYEES & LABOUR

I. The contractor shall comply with the provisions of all labour legislation including:

a). Minimum Wages Act, 1948, Rules & amendments, The Payment of Wages Act. 1936 & Company's Liability Act.

b). Workmen Compensation Act. & Apprentices Act 1961.

c). Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules 1971.

d). Any other Act or enactment relating thereto and rules framed thereunder from time to time.

II. No Labour below the age of eighteen years and who is not an Indian national shall be employed on the Work.

III. Any Labour supplied by the contractor to be engaged on the Work on day-work basis either wholly or partly under the order of the Company shall be deemed to be a person employed by the contractor.

IV. The Contractor shall fulfill all requirements of the Employee laws, as applicable, towards his employees or labours hired for the Contract and keep all the required records ready for inspection by concerned public authorities concerned at any time as necessary. Contractor shall also ensure the compliance of any guidelines issued regarding labour welfare from time to time.

V. Contractors Employees or Labour at site are to restrict themselves to the area in which the Work is progressing.

VI. The site will be a strictly a no smoking zone and the Contractor shall install notices to the effect at minimum four prominent places within the site.

VII. The Contractor shall be fully responsible for the acts or failure to act, and omissions of the Contractors employees, subcontractors, sub-subcontractors, suppliers, labour and material men.

VIII. The contractor shall indemnify the Company and Architect against any claim of legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the proven penalty or any other amount levied by the authorities, if any, shall be recoverable from the payments due to the Contractors.

MEDICAL, HYGEINE AND SANITATION FOR LABOURERS

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I. The contractor shall arrange to provide essential medical facilities and first-aid treatment at site to the laborers engaged on the Work. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the Work, report such accident to the Company and also to the competent authority where such report is required by law.

II. The contractor shall comply with the requirement or order of any Public Health Officer of the State or any local authority regarding the maintenance of proper sanitation of the area where the contractor's laborers are housed or accommodated, for the prevention of small-pox, cholera, plague, dengue, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good condition facilities for pure drinking water at all times for the use of labour engaged on the Work and shall remove and clear away the same on completion of the Work.

III. The contractor shall provide at his own cost and expense adequate closet and sanitary accommodation complying in every respect to the rules and regulations in force of the local authorities and other civic bodies, for his staff and labour, for the Workmen of nominated sub-contractors and other contractors working in the building and maintain the same in good working order.

13. SAFETY CODE FOR WORKS:

- I. There shall be maintained at readily accessible place first aid alliances including adequate supply of sterilized dressings and cotton wool.
- II. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
- III. Suitable and strong scaffolds should be provided for Workmen for all Work that cannot safely be done from ground.
- IV. No portable single ladder shall be over 9 meters in length. The width between the side rails shall not be less than 30 cm. (Clear) and the distance between two adjacent rungs shall not be more that 30 cm. When a ladder is used extra labour shall be engaged for holding the ladder.
- V. The excavated material shall not be placed within 1.5 mtrs. of the edge of the trench or half of the depth of trench which ever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- VI. Every opening in the floor of a building or in a Working platform be provided with suitable means to prevent the fall of persons of materials by providing suitable fencing or railing whose minimum height shall be one meter.
- VII. No floor, roof or other part of the structure shall be so over loaded with debris or materials as to render it unsafe.
- VIII. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- IX. Those engaged in welding Work shall be provided with welder's protective eye-sheds and gloves.
- X. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
- XI. Suitable facemasks should be supplied for use by the Worker when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- XII. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the Working painters to wash during the period of break of Work.
- XIII. Hoisting machines and tackle used in the Work, including the
- XIV. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- XV. Safety codes:

a) IS; 4130 SAFETY CODE FOR DEMOLITION OF BUILDINGS

b) IS; 5916 SAFETY CODE FOR CONSTRUCTION INVOLVING USE OF HOT BITUMINOUS MATERIALS.

c) IS; 7293 SAFETY CODE FOR WORKING WITH MACHINERY

14 GENERAL

1. These special conditions shall supercede the general conditions in case of any contradiction between any of the clauses mentioned.
2. No storage facility for materials at site will be provided by DMRC.
3. The price quoted shall be firm and no variation is permitted during the execution of work.
4. The contractor will be equally responsible for the quality of supply & installation of materials supplied and any work not meeting the quality standards will not be acceptable and a penalty will be imposed at the discretion of the engineer in charge.
5. The work will include Maintenance of Radio Towers as per brief description of jobs involved, but not limited to inspection of all nut bolts, platforms, ladder for any defects, birds nest and any foreign material and correction of the same, checking the verticality of tower, troubleshooting of aviation lights, timer switch etc., tightening and lying of any loose cables etc., checking and tightening the hardware of the antenna, checking of earth resistance, watering of earth pits and replacing any broken covers.

The task sheet No. 1 to 5 for the activities carried under the contract, has to sign jointly by Contractor representative as well DMRC representative (Supervisor Incharge of Site).

6. Maintenance activities to be carried out as per schedule to be submitted by contractor and approved by DMRC.
7. Method statement to be submitted by contractor and approved by DMRC.
8. For all maintenance activities as per schedule a tower maintenance register will be maintained at each location of work and work done will be recorded in the register by your representative and checked by DMRC site engineer
9. The contractor shall obtain the final clearance of satisfactory commissioning of the above work from the engineer in charge. The final bill will be passed only on the completion certificate issued by the engineer in charge.
10. The Contractor will co-ordinate with concerned DMRC Officials as per direction of site engineer.
11. The Contractor will be responsible for damages for other departments' utilities at the site of work
12. The contractor shall be fully responsible for the material supplied by DMRC, once issued to him for execution at the site.
13. Work to be done as per instructions of DGM (S&T)-I or DSTE/S&T-II.

15. SAFETY

The contractor will be responsible to provide HELMET, SAFETY BELT, SAFETY SHOE & OTHER SAFETY EQUIPMENT/TOOL for all his working staff and supervisors at site.

16 TAXES

1. The rates quoted by the contractor should include all taxes and duties including service tax etc. The Income tax shall be deducted from the bill of the contractor as per existing rules.
2. The contractor shall submit a copy of PAN Nos. and service tax no. along with tender document.

17 SECURITY DEPOSIT

Contractor is required to deposit an irrevocable Bank Guaranty (BG) in favor of DELHI METRO RAIL CORPORATION LTD. from any Scheduled Bank in Delhi for an amount of equivalent to Security Deposit valid for 15 months from the date of agreement. The security deposit will be released on successful completion of the work and certification by the engineer in charge.

18 COMPLETION PERIOD

The work should be completed within One Year as per given schedule from the date of issue of acceptance letter. No extension shall be granted to the contractor unless the reasons are beyond his control and the engineer in-charge is satisfied with the reasons.

19 DEPLOYMENT OF MANPOWER

The contractor will have to deploy sufficient and well trained staff as and when required to ensure proper Preventive Maintenance and routine servicing and for Breakdown calls as & when required Contractors will submitte CV of all staff along with photograph for approval.

20 PAYMENT TERMS:

Payment to the contractor shall be made as per following schedule:

13. The payment shall be made on a quarterly basis. The maintenance and servicing report shall be submitted in triplicate which shall be also signed by the DMRC representative. The contractor will submit monthly & quarterly reports giving details of Preventive & Corrective Maintenance carried out in each month as per Task Sheets.
14. The contractor shall deploy all types of skilled & unskilled manpower for carrying out Preventive & Corrective Maintenance.
15. Whenever, transportation or handling is needed, the contractor shall arrange the same at his own cost.
16. The cost of all spares, materials & consumables shall be borne by the contractor.

21 PRICE VARIATION CLAUSE

Not Applicable.

22. TERMINATION OF CONTRACT

If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days notice to the contractor.

23. The DMRC shall have the right to make minor alterations/ additions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance at no extra cost with the instructions which may be given to him by Authorized DMRC representative.

24. The contractor shall not Sub – contract/ Transfer or assign the contract to a third party.

25. The rate quoted by the Contractor should include all taxes, duties and other service charges.

26. The contractor shall supply the items as installed of the same make. For those items where no make has been specified, the contractor shall supply items of reputed Brands/ Make with ISI mark only.

27. The DMRC's General conditions of contract are applicable.

28. At same Terms & Conditions and at the same cost, it should be possible to extend the contract by another one year. However, the decision to extend the contract shall be of the DMRC anytime during the contract or after expiry of the contract and it will have no effect on the existing contract.

29. AGREEMENT

From the date of receipt of LOA, within 15 days, contractor will have to enter into an agreement with the DMRC. Until a final agreement is executed, the Letter of Acceptance shall constitute a binding contract between contractor and DMRC.

30 REPRESENTATION BY CONTRACTOR IN EXECUTION OF WORK

- I. The contractor shall ensure representation of work on his behalf through an implementation team as his representative.
- II contractor will deploy a representative as a team leader. The team leader will interact with DMRC for all matters concerned with the contract.
- III. All the materials and instruments including Theodolite, spirit level, earth measurement kit, and safety equipments are required to be inspected by Engineer-in-charge of work before using them in site.
- IV In case of any technical decision for the execution of work, the decision of Engineer in charge will be final

31. VARIATION IN QUANTITIES

DMRC may increase the quantities of work. The contractor should provide the extended quantities at the same rates for a period of two years from the date of acceptance letter.

BILL OF QUANTITIES

<u>S. No.</u>	<u>Description of item</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2	Maintenance of towers as per brief description of jobs involved, but not limited to:- Task 1- Inspection of all nut bolts, platforms, ladder for any defects, bird's nest and any foreign material and correction of same, Task 2- Checking of earth resistance, watering of earth pits and replacing any broken covers Task 3- Trouble shooting of aviation lights, timer switch etc, tightening & tying of any loose cables etc, Task 4- Checking and tightening the hardware of antenna. Task 5- Checking the verticality of tower, Arranging manpower, measuring instruments, tools/safety equipments, etc for maintenance will be responsibility of vendor.	11 Towers per month		
	Total			

Total amount in words: -

Signature of contractor with Stamp

DGM/S&T-I

RADIO TOWER MAINTENANCE SHEET
DELHI METRO RAIL CORPORATION LTD.

Station Name:

Schedule: Monthly

Task No 1

Inspection and replacement of defective nut-bolts of ladders, platforms of Tower and removal of foreign material/ bird nest etc.

Dated:

S No	Activity Details	Observations	Action Taken
1	Checking and tightening all the nut-bolts of all platforms		
2	Checking and tightening all the nut-bolts of the ladders		
3	Replacement of defective nut-bolts & any other defective parts		
4	Checking of fixing & earth connection of lightening arrestor and replacement of defective items		
5	Inspection of Radio Tower for any foreign material/ birds nest etc. and removal of the same if any.		
6	Any other items		

Note: Safety measures is to be used strictly while climbing on towers

Signatures

Representative
DMRC

Representative
Contractors

**RADIO TOWER MAINTENANCE SHEET
DELHI METRO RAIL CORPORATION LTD.**

Station Name:

Schedule: Monthly

Task No 2

Cleaning and Watering of earth pits.

Dated:

S No	Activity Details	Observations	Action Taken
1	Earth pits cleaning		
2	Pouring of Water in the earth pits.		
3	Measure, record and mark (on tower foundation with date) earth resistance measured, if poor improve the same.		
4	Checking of earth continuity from the tower and lightening arrestor upto the earth pits		
5	Inspection/Replacement of broken CI covers		
6	Any other items		

Signatures

**Representative
DMRC**

**Representative
Contractors**

**RADIO TOWER MAINTENANCE SHEET
DELHI METRO RAIL CORPORATION LTD.**

Station Name:

Schedule: Monthly

Task No 3

Troubleshooting of aviation lights and timer switches.

Dated:

S No	Activity Details	Observations	Action Taken
1	Check the functionality of the aviation light & timer switch.		
2	Check the cables for looseness and damage to insulation.		
3	Repair/replace the defective item if any.		
4	Repair /replacement of defective timer/lamp as and when required during the entire period of Contract		

Note: Safety measures is to be used strictly while climbing on towers

Signatures

**Representative
DMRC**

**Representative
Contractors**

**RADIO TOWER MAINTENANCE SHEET
DELHI METRO RAIL CORPORATION LTD.**

Station Name:

Schedule: Monthly

Task No 4

Inspection and replacement of defective hardware of radio antennae.

Dated:

S No	Activity Details	Observations	Action Taken
1	Checking of hardware of the antennae fixed on tower.		
2	Tightening of all the nut-bolts and clamps for item 1 above.		
3	Replacement of defective hardware, if any		
4	Replenishment of missing hardware		
5	Inspection of entire cables including RF as well as power cables.		
6	Dressing of loose cables if any mentioned above in item no. 5		
7	Adjustment of antennae direction, if required any time during contract period		

Note: Safety measures is to be used strictly while climbing on towers

Signatures

**Representative
DMRC**

**Representative
Contractors**

**RADIO TOWER MAINTENANCE SHEET
DELHI METRO RAIL CORPORATION LTD.**

Station Name:

Schedule: Half Yearly

Task No 5

Measurements & adjustment of tower verticality of radio tower.

Dated:

S No	Activity Details	Observations	Action Taken
1	Checking of verticality of radio tower and record reading, if adjustment is required to the same and record the reading after adjustment again		
2	If adjustment required, adjust the vertical alignment by adjusting the upper and lower nuts of the foundation bolts and record the adjustment done		

Signatures

**Representative
DMRC**

**Representative
Contractors**

PROFORMA OF FORMS

1. PROFORMA OF FORMS – GENERAL

- | | | |
|------|---|--------------|
| i. | Check list of documents to be submitted with the tender | Annexure-I |
| ii. | Performa for Statement of Deviations | Annexure-II |
| iii. | Financial Data | Annexure-III |
| iv. | Experience Record | Annexure-IV |
| v | Details of personnel | Annexure-V |
| vi | Contract agreement | Annexure-VI |
| vii | Bank Guarantee | Annexure-VII |

ANNEXURE-I

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

Sl. No.	Document	Yes/No
	TENDER PACKAGE COMPRISING OF:	
	Tender Security	
	Tender documents	
	Power of attorney for individuals signing on behalf of Company/Firm Or Power of attorney in favour of the leading member of Joint Venture / Consortium.	
	Financial Data	
	i. Pan No. as per Income Tax Act. ii. Sales Tax Clearance Certificate (STCC) / Value Added Tax Clearance Certificate (VATCC) and registration with contract cell of Sales Tax Department as per “Delhi Sales Tax Act 1999”. iii. ESI Registration No. & Code No. as per ESI Act 1948.	
	Experience record	
	Bill of Quantities	

Annexure-II

PROFORMA FOR STATEMENT OF DEVIATIONS

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

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

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

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

Signature of Tenderer

Note

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 unconditionally withdrawing of his deviations if the same are unacceptable to EMPLOYER.**

Annexure-III

FINANCIAL DATA

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

Annexure-IV

EXPERIENCE RECORD

5. Details of experience in similar type of works.

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

Notes :

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

Annexure-V

DETAILS OF PERSONNEL

S. No.	Designation	No. Of Personnel Available
A	B	C
1		
2		
3		
4		
5		

Annexure-VI

CONTRACT AGREEMENT

This agreement is made on the -----of-----between Delhi Metro Rail Corporation Limited called ``The Employer`` of the one part and M/s

Hereinafter called ``The Contractor of the other party.

Whereas the Employer is desirous that certain works should be executed viz. -----
----- And other associated works, hereinafter called `The Works` and has accepted a tender by the contractor for the execution and completion of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSED AS FOLLOWS.

In this agreement, works and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereafter referred to.

The following documents shall be deemed to form and be read and constructed as part of this agreement, viz.

- Instructions to tender's.
- General conditions of contract
- Special conditions of contract
- Notice inviting tender
- Priced bill of quantities (Prices Schedules)
- Letter of Acceptance

- 1) In considerations of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the contractor hereby convenient with the Employer to execute and complete the works by-----i.e. within-----month/days from the date of issue of LOA and remedy any defects therein in conformity in all respects with the provisions of the contracts.
- 2) 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 form as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

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 Authorized Official

Signature of the Authorized 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

On behalf of the Employer

In the presence of

In the presence of

Witness Name-----

Witness Name-----

Address-----

Address-----

Annexure-VII

(ON RS. 100 STAMP PAPER)

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ 2011 between Bank of _____ (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "EMPLOYER") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the Contract for -----
----- Delhi Metro Rail Corporation Limited (hereinafter called "the contract") to M/s _____ (Name of the Contractor) (hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to EMPLOYER a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank) being fully authorised to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee EMPLOYER the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with EMPLOYER, the Bank is engaged to pay EMPLOYER, any amount up to and inclusive of the aforementioned full amount upon written order from EMPLOYER to indemnify EMPLOYER for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by EMPLOYER immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to EMPLOYER any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 30 months from the date of signing.
7. At any time during the period in which this Guarantee is still valid, if EMPLOYER agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by EMPLOYER and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

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

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name :
 Designation :
 I.D. No. :
 Stamp/Seal of the Bank :

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

Witness 1.
 Signature
 Name
 Address

Witness 2.
 Signature
 Name
 Address