



DELHI METRO RAIL CORPORATION LIMITED

NOTICE INVITING TENDER

**Name Of Work: Renovation of existing building for CPM-3/Line-7 at
Tughlak Crescent Park, Tuglak Road, New Delhi .**

VOLUME-1



DELHI METRO RAIL CORPORATION LIMITED

(A Joint Venture of Govt Of India and Govt Of Delhi)

No.DMRC/CPM-3/ Line-7/01/2012

Dated: 18.01.2012

NOTICE INVITING TENDER

Name Of Work: Renovation of existing building for CPM-3, Line-7 at Tuglak Crescent Park, Tuglak Road, New Delhi .

Tender No. DMRC/CPM-3/Line-7/01/2012

Delhi Metro Rail Corporation Limited (DMRC), invites tender from the eligible tenderers for the work “ **Renovation of existing building for CPM-3/Line-7 at Tuglak Crescent Park, Tuglak Road, New Delhi**”.

Approximate Cost of the work is Rs 32,00,000.00

1.0 General

1.1 The Salient Features are as follows:

a.	Name of Work	:	Renovation of existing building for CPM-3/Line-7 at Tuglak Crescent Park, Tuglak Road, New Delhi
b.	Approximate Cost of work	:	Rs. 32,00,000/= (Rs. Thirty Two Lakhs only)
c.	Tender Security Amount	:	Rs.64000/- (Rs. Sixty Four Thousand Seven Only) by Demand Draft, payable in favour of Delhi Metro Rail Corp. Ltd. or a guarantee from a Scheduled Commercial Bank.

d.	Cost of Tender form	:	Rs,5,250/- (Rs. Five Thousand Two Hundred fifty Only (Non-refundable) inclusive of DVAT) by Demand draft payable in favour of Delhi Metro Rail Corp. Ltd.
e.	Tender Document on sale	:	23.01.2012 to 03.02.2012 (between 0930 Hrs to 1730 Hrs) on working days only.
f.	Date & Time of Submission of Tender	:	10.02.2012 (upto 1500 Hrs).
g.	Date & Time of opening of Tender	:	10.02.2012 at 1505 Hrs.
h.	Validity of Tender	:	60 days from the last date of submission of tender.
i.	Stipulated date of Commencement of work	:	From the seventh day after the date of issue of "Letter of Acceptance".
j.	Period of Completion	:	Three Months from the stipulated date of commencement.
k.	Authority and place for purchase of Tender Documents, seeking clarifications and submission of completed tender Documents	:	Chief Project Manager-3, Delhi Metro Rail Corporation, Tuglak Crescent Park, Tuglak Road, New Delhi-110011

1.2 ELIGIBILITY CRITERIA

A. **Work Experience**: The applicant shall have satisfactorily completed similar works in Govt. Deptt/PSU's amounting to either of the following during last seven years period ending 31.01.2012.

- (i) At least one similar work costing not less than Rs.32.60 Lakhs or more
or
- (ii) Two similar completed works each costing not less than Rs.16.00 Lakhs or more
or
- (iii) Three similar works each costing not less than 12.80 Lakhs or more .

Notes:

* The applicant shall submit details of work executed by them in the prescribed proforma of Annexure-1 for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.

* Value of successfully completed portion of any ongoing work up to 31.01.2012 will also be considered for qualification of work experience criteria.

* For completed works, value of work done shall be updated to 31.01.2012 price level assuming 5% inflation for Indian rupees every year.

B. Financial Standing: The average annual turnover of the applicant during the last three audited financial years(2008-2009,2009-2010,2010-2011) shall not be less than **32.60 lakhs (Indian Rupees)**

Notes:

* Financial data for the last three audited financial years has to be submitted by the applicant in Annexure-2 along with audited balance sheets. The financial data in the prescribed format shall be certified by chartered accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the applicant, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous three audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the application shall be considered incomplete and summarily rejected.

1.3 QUALIFICATION CRITERIA :

A. Eligible Applicants :

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations who meet requisite eligibility criteria prescribed in the clause 1.2 and 1.4 of NIT.**
- ii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest in this tender process shall be disqualified. Tenderers shall be considered to have a conflict of interest, if:**

- (a) One firm applies for tender both as an individual firm and in a Group.**
 - (b) If Tenderers in two different applications have controlling shareholders in common.**
 - (b) Submit more than one application in this tender process.**
 - (c) If the Tenderer has participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of this tender.**
- iii. A firm, who has purchased the tender document in their name, can submit the tender as individual firm.**
- iv. Tenderer must not have been blacklisted or deregistered by any central / state government department or public sector undertaking. Also no work of the tenderer must have been rescinded by client after award of contract during last 10 years. The tenderer should submit undertaking to this effect in Performa of Annexure-4.**
- v. Tenderer must confirm and declare in the tender submittal (in Performa of Annexure-5 that they, or any associate, have not engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and 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.**
- vi. “No joint venture/ consortium permitted”.**

1.4 Bid Capacity Criteria :

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be based on the following formula:

$$\text{Available Bid Capacity} = 2 * A * N - B$$

Where,

A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to 31.01.2012 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of the work

B = Value of existing commitments (as on 31.01.2012) for on-going construction works during period of 12 months w.e.f. 01.02.2012.

Notes:

- Financial data for last five financial years has to be submitted by the tenderer in

Annexure-3A along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature.

Value of existing commitments for on-going construction works during period of 12 months w.e.f. 01.02.2012 has to be submitted by the tenderer in Annexure-3B. These data shall be certified by the Chartered Accountant with his stamp and signature.

1.5 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

1.6 Applicants must not have been blacklisted or deregistered by any Government Agency or PSU's during last ten years. Also, applicant's work must not have been rescinded after the award of contract.

1.7 Applicants may be individual firms, partnership concern, limited companies etc. involved in civil construction activities. A firm, who has purchased the tender document in their name, can submit the tender as individual firm .

1.8 The tender documents (non-transferable) can be obtained from the office of Chief Project Manager-3/ Line-7, Delhi Metro Rail Corporation Ltd., Near Race Course metro station, Tuglak Crescent Park, Tuglak Road, New Delhi-110011 from 23.01.2012 to 03.02.2012 between 0930 Hrs to 1730 Hrs on payment of a non refundable fee of Rs.5250/- (Rupees Five Thousand Two Hundred and Fifty only) in the form of a crossed demand draft, drawn in favour of Delhi Metro Rail Corporation Limited, Payable at New Delhi.

1.9 The duly completed tender documents in sealed envelope must be delivered either by hand or by mail so as to reach the office of Chief Project Manager-3, Line-7, Near Race Course Metro Station, Tuglak Crescent Park, Tuglak Road, New Delhi-110011 before 1500 Hrs on 10.02.2012.

Late or delayed submittals shall not be accepted.

**CPM-3 (Line-7)
Delhi Metro Rail Corporation Ltd.**



DELHI METRO RAIL CORPORATION LIMITED

PRESS NOTICE

Delhi Metro Rail Corporation Limited (DMRC), invites tender from the eligible tenderers for the work “ **Renovation of existing building for CPM-3,Line-7 at Tuglak Crescent Park, Tuglak Road, New Delhi**”.

Sale of Tender documents-23.01.2012 to 03.02.2012 (between 0930Hrs to 1730 Hrs)

Date and time of submission- Upto 1500 Hrs on 10.02.2012

For detailed information log on to www.delhimetrorail.com



DELHI METRO RAIL CORPORATION LIMITED

**RENOVATION OF EXISTING BUILDING FOR CPM-3, LINE -7
AT TUGLAK CRESCENT PARK, TUGLAK ROAD, NEW DELHI-110011**

TENDER DOCUMENTS

VOLUME-1

**NOTICE INVITING TENDER (NIT)
INSTRUCTION TO TENDERERS (ITT)
SPECIAL CONDITIONS OF CONTRACT (SCC)**

**DELHI METRO RAIL CORPORATION LTD.
OFFICE OF CHIEF PROJECT MANAGER-3, TUGLAK CRESCENT PARK,
TUGLAK ROAD, NEW DELHI-110011**

TABLE OF CONTENTS

TABLE OF CONTENTS VOLUME- 1		
CLAUSE	DESCRIPTION	PAGE No
	NOTICE INVITING TENDER	1
1.0	General NIT	10
2.0	Scope of Work	16
3.0	Tender Prices and Schedule of Payment	20
4.0	Site Information	21
Part B	Instructions to tenderer	22
Part D	Special Conditions of Contract	47
Part E	Technical Specifications	67
Part F	Bill of Quantities	74
Annexure-1		78
Annexure-2		79
Annexure-3A		80
Annexure-3B		81
Annexure-4		82
Annexure-5		83
	VOLUME 2	
	Bill of Quantities	1-16
	Priced Bill of Quantities	17-19

DELHI METRO RAIL CORPORATION LIMITED

(A Joint Venture of Govt Of India and Govt Of Delhi)

NOTICE INVITING TENDER

1.0 General

Delhi Metro Rail Corporation Limited (DMRC), invites tender from the eligible tenderers for the work “ **Renovation of existing building for CPM-3/Line-7 at Tuglak Crescent Park, Tuglak Road, New Delhi**”. Detailed scope of work is provide in clause 2.0 and site information in clause 4.0.

Approximate Cost of the work is Rs 32,00,000.00

1.1 The Salient Features are as follows:

a.	Name of Work	:	Renovation of existing building for CPM-3/Line-7 at Tuglak Crescent Park, Tuglak Road, New Delhi
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 - (b) **If Tenderers in two different applications have controlling shareholders in common.**
 - (d) **Submit more than one application in this tender process.**
 - (e) **If the Tenderer has participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of this tender.**
- vii. **A firm, who has purchased the tender document in their name, can submit the tender as individual firm.**
- viii. **Tenderer must not have been blacklisted or deregistered by any**

central / state government department or public sector undertaking. Also no work of the tenderer must have been rescinded by client after award of contract during last 10 years. The tenderer should submit undertaking to this effect in Performa of Annexure-4.

- ix. Tenderer must confirm and declare in the tender submittal (in Performa of Annexure-5 that they, or any associate, have not engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and 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.
- x. “No joint venture/ consortium permitted”.

1.4 Bid Capacity Criteria :

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be based on the following formula:

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Where,

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Notes:

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Annexure-3A along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature.

Value of existing commitments for on-going construction works during period of 12 months w.e.f. 01.02.2012 has to be submitted by the tenderer in Annexure-3B. These data shall be certified by the Chartered Accountant with his stamp and signature.

The tender of the applicant, who do not qualify the minimum eligibility criteria, qualification criteria, bid capacity criteria as stipulated in the clauses 1.2 to 1.4 above, shall not be considered for further evaluation and shall there fore be rejected. The mere fact that the applicant is qualified as mentioned in sub clause 1.2 to 1.4 shall not imply that his application shall automatically be accepted. The same should contain all technical data as required for consideration of application prescribed in the instruction to applicant (ITA).

1.5 Work envisaged under this contract are required to be executed in all respects within the period of completion mentioned above.

1.6 Tender documents consists of the following

- a. Notice Inviting Tender
- b. Instructions to Tenderers
- c. General Conditions of Contract
- d. Special conditions of Contract
- e. Technical Specifications
- f. Bill of Quantities
- g. Annexures 1 to 5

1.7 The contract shall be governed by documents listed in para 1.6 above and latest version of CPWD specifications. CPWD specifications may be purchased from the market.

1.8 The tenderer should quote the rate in percentage above/ below the base rate. All tenderers are cautioned that the tender with conditional offers containing any deviation from the tender documents as mentioned in the instructions to tenderers (ITT) and/or minor deviations without quoting the cost of withdrawal shall be non responsive and shall be summarily rejected.

1.9 The tenderer who fulfil the minimum eligibility requirements as mentioned above , only their offer will be evaluated further.

1.10 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

1.11 Applicants must not have been blacklisted or deregistered by any Government Agency or PSU's during last ten years. Also, applicant's work must not have been rescinded after the award of contract.

Applicants may be individual firms, partnership firms, limited companies etc. involved in civil construction activities.

1.12 The tender documents (non-transferable) can be obtained from the office of Chief Project Manager-3/ Line-7, Delhi Metro Rail Corporation Ltd., Near Race Course Metro station, Tuglak Crescent Park, Tuglak Road, New Delhi-110011 from 23.01.2012 to 03.02.2012 between 0930 Hrs to 1730 Hrs on payment of a non refundable fee of Rs.5250/- (Rupees Five Thousand Two Hundred and Fifty only) in the form of a crossed demand draft, drawn in favour of Delhi Metro Rail Corporation Limited, Payable at New Delhi.

1.13 The duly completed tender documents in sealed envelope must be delivered either by hand or by mail so as to reach the office of Chief Project Manager-3, Line-7, Near Race Course Metro station, Tuglak Crescent Park, Tuglak Road, New Delhi-110011 before 1500 Hrs on 10.02.2012.

1.14 The tenderer may obtain further information in respect of these tender documents from the office of Chief Project Manager-3/ Line-7, Delhi Metro Rail Corporation Ltd., Near Race Course Metro station, Tuglak Crescent Park, Tuglak Road, New Delhi-110011.

1.15 Late or delayed submittals shall not be accepted.

**CPM-3 (Line-7)
Delhi Metro Rail Corporation Ltd.**

SECTION – II

SCOPE OF WORK

2.1 NAME OF WORK: Renovation of existing building for CPM-3/Line-7 at Tughlak Crescent Park, Tughlaq Road, New Delhi

2.2 Scope of Work.

The scope of work covers as under:

1. Dismantling of Gypsum Board partitions and provision of new partitions as per approved drawing and direction of Engineer- in- charge.
2. Interior and exterior painting.
3. Change of flooring with vitrified tile flooring, granite flooring and Kota Stone flooring.
4. Construction of toilet and allied works for Ladies and Gents and Construction of documents room
5. Sanitary and water supply installations
6. Part of external development works.
7. Waterproofing treatment of roofs.
8. Internal and external electrical works.
9. Any other miscellaneous works as required for renovation of buildings.

2.3 Brief Scope

Renovation of existing buildings at Race Course site office at Tughlaq Crescent Park, Tughlaq Road, New Delhi-110011 shall cover the following:

- a) Provision of all necessary labours, instruments and appliances in connection with all above mentioned work as specified or as directed by Engineer-in-Charge or the representative of Engineer.
- b) All the drawings including details of structural drawings will be supplied by DMRC
- c) Any other item of work as may be required to be carried out as per CPWD specifications, for completing the job in all respects in accordance with the provisions of contract and or to ensure the structural stability and safety of the work during and after construction.
- d) Clearing site after construction and handing over of all the works, as specified and directed.

- e) Damage caused to properties of DMRC if any, during execution of above work shall be recovered at market cost of such items from the next R/A Bill / Final Bill of the work contract.
- f) The work shall be carried out as and when required by DMRC with all safety precautions.
- g) Period of completion is **Three Months** from the stipulated date of commencement of work as per clause 1.1 of NIT.
- h) Maintenance period is **Six Months** from date of issue of “completion certificate”.
- i) Any addition / alteration / construction work carried out in the Bill of Quantities.

The value of work shall be on items of rates accepted and percentages above/below/par on Delhi Schedule of Rates 2007. Letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract.

2.4 Material

2.4.1 Quality

All materials used in the works shall be of the best quality of their respective kinds as specified herein, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed in the Technical Specifications/Codes of Practice.

Some of the approved sources/vendors of materials are as follows:

VENDOR LIST

S.No.	Details of Materials/Products	Manufacturer's Name
1.	Adhesive	Pidilite, Araldite
2.	Flush Doors	Samrat, Kanchan Prima Swastik, Kutty, Diamond, Raveela, Alpro.1
3.	Gypsum Board	India Gypsum Limited, GYPROC, Saint Gobain or equivalent
4.	Aluminium Sections	Indian Aluminium Co./Hindustan Aluminium/Jindal
5.	Float Glass	Float Glass India Ltd/Asahi Float/Modiguard Reliable Safety Glass Ltd/Glaverbell/Saint Gobain/Tata Float.
6.	Powder Coatings	Berger/Nerocoat/Jenson & Nicholson
7.	Tile Joint Filler	Bal Adhesives & Grouts/"Roff Rainbow Tile Male" of Roff Construction Chemicals Pvt. Ltd/Winsil 20/Silicon Sealant of CE Bayer

		Silicon/"Zentrival FM" or MC Bauchemie (India)Pvt.Ltd/Laticrete, Ferrous Crete.
8.	Ceramic Tiles	Kajaria/Bell/Johnson/Nitco/Naveen/Somany
9.	Vitrified Tiles	"Naveen Diamontile" of Murudeshwar Ceramics Ltd./"Granamile of Restile Ceramics Limited/"Marbo Granit" of Bell Granito Ceramica Ltd./Kajaria, NITCO.
10.	Synthetic Enamel	ICI Dulux Gloss/Berger/Asian/Nerolac/Jenson & Nicholson
11.	Interlock Paving Tiles	Unistone/CCC Builders Merchant Delhi Pvt. Ltd./Nimco Prefab.
12.	Door Fitting	Dorma, Hafele,Doorset,Dline.
13.	Cement	L&T,ACC,GRASIM,Gujrat Ambuja, Birla (Ordinary Portland Cement of Grade 43.
14.	Reinforcement Bars	TISCO,SAIL,RINL,IISCO
15.	Admixture	FORSOC,MBT,Asian Lab, MC Bauchemie,Chembond.
16.	Structural Steel	TATA, SAIL,ESSAR.
17.	Welding Electrodes	ADVANI,ESAB-MODI-ARC/Weld Excel India
18.	Ready-Mix Concrete(RMC)	ACC,Unitech,Grasim,L&T,Jindal
19.	Internal Acrylic emulsion	Berger/Asian/Nerolac/Jenson & Nicholson.
20.	PVC Doors	M/s. Rajashri Forex Ltd. or equivalent
21.	Plastic Emulsion Paint	Berger,Asian, Nerolac,Jenson & Nicholson
22.	Sanitary Installations	Hindustan Sanitary Wares & Industries Ltd, CERA
23.	G.I. Piles	Jindal Pipes Ltd,TATA
24.	G.I. Pipe Fitting	UNIK make or equivalent.

2.5 Sampling and Testing

In addition to test certificates, samples of all materials proposed to be employed in permanent works shall be submitted to the Engineer when called for. In such cases, materials will not be brought to the site without prior approval of the Engineer.

Samples provided to the Engineer are to be labeled in boxes suitable for storage. Materials or workmanship, not corresponding in character and quality with approved samples, will be rejected by the Engineer.

Samples required for approval and testing must be supplied at least 45 days in advance to allow for testing & approval. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works.

The contractor will bear all expenses for sampling and testing, whether at the

manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer. No payment shall be paid on this account.

2.6 Rejection

Any materials that have been found not to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost.

2.7 Workmanship

All works shall be true to level, plumb and square and the corner, edges and arises in all cases shall be unbroken and neat and shall be as per provisions in the relevant Technical Specifications / Standard Codes of Practices. Contractor shall also submit Quality Assurance Programme and Methods Statements within 7 days of acceptance of tender for approval of Engineer-in-Charge.

**CPM-3/ Line-7
Delhi Metro Rail Corporation.**

SECTION III

TENDER PRICES AND SCHEDULE OF PAYMENT

3.0 TENDER PRICES

- 3.1 Unless explicitly stated otherwise in the Tender Documents, the contractor shall be responsible for whole works based on the specific work order issued by the competent authority and as per Priced Bill of Quantity submitted by the Tenderer and payment shall be as per priced Bill of Quantities attached with letter of acceptance.
- 3.2 The rate quoted by the tenderer shall be inclusive of all duties, taxes, fees, octroi and other levies, cess, materials, labour , Value Added Tax paid under Delhi VAT Act 2005 etc..

If any work (whether temporary or permanent), material which has been included in any of the account bill is destroyed or damaged for any reason, has to be replaced or restored by the contractor/ otherwise the value of the work or material may be recovered by DMRC from payments due to the contractor and it may be recovered at any time of the contract.

- 3.3 Schedule of Payment:- The payment will be made on monthly basis as per the accepted rates based on the activities carried out as per the specific work orders issued by Engineer-in –Charge as and when required.

**CPM-3/Line-7
Delhi Metro Rail Corporation.**

SECTION IV

SITE INFORMATION

4.1 WORK SITE

- 4.1.1 The project site is located in the National Capital Territory of Delhi (NCTD) The location of site and the general site particulars can be enquired from the office of CPM-3.
- 4.1.2 The contractor shall plan his works keeping in view restriction of approach and availability of space and time.

4.2 GENERAL CLIMATIC CONDITIONS

- 4.2.1 The area in which the work lies is mostly plain terrain falling in Union Territory of Delhi.
- 4.2.2 The recorded highest and lowest temperatures in the past 10 years are 45.8 degree Celsius and 2.4 degree Celsius respectively.
- 4.2.3 Summer season is from April to June and winter season is from November to March.

**CPM-3/Line-7
Delhi Metro Rail Corporation.**



DELHI METRO RAIL CORPORATION LIMITED

B INSTRUCTIONS TO TENDERER

**DELHI METRO RAIL CORPORATION LTD.
OFFICE OF CHIEF PROJECT MANAGER-3, TUGLAK CRESCENT PARK,
TUGLAK ROAD, NEW DELHI-110011**

Name of Work: - Renovation of existing building for CPM-3/line-7 at Tughlak Crescent Park, Tughlak Road, New Delhi

GENERAL

1.0 INTRODUCTION

- 1.1 Sealed Tenders are invited from the Eligible Applicants by Delhi Metro Rail Corporation Limited, hereinafter called the 'Employer' for works in accordance with this Tender Package. **The tenders shall issued to the eligible applicants as per criteria stipulated in NIT for this work.**

The work involves renovation of existing site office building and various miscellaneous civil works under DSR 2007 and as per CPWD and MORTH specifications and other related IS Codes.

The tender papers consist of the following documents, along with their Annexure, Appendices, Addenda and Errata if any.

- a. Notice Inviting Tender (NIT)
- b. Instructions to Tenderer (ITT)
- c. General Conditions of Contract
- d. Special Conditions of Contract
- e. Technical Specifications
- f. Bill of Quantities/ Priced Bill of Quantities
- g. Annexures 1 to 5

Tenderers should procure CPWD/MORTH specifications referred here in from the market.

- 1.2 General Conditions of Contract **and the Technical Specifications of DMRC** are deemed to be part of tender papers. These can be obtained from the **Office of Chief Project Manager-3,Line-7, Delhi Metro Rail Corporation Ltd., Tughlak Crescent Park,Tughlak Road, New Delhi 110011.**
- 1.3 Tenders shall be prepared and submitted in accordance with the instructions given herein.
- 1.4 Relevant address for correspondence relating to this tender is given below:

Office of Chief Project Manager-3/Line-7, Delhi Metro Rail Corporation Ltd., Tughlak Crescent Park,Tughlak Road, New Delhi 110011.

- 1.5 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 **2.0% of Approximate Cost of Work** (clause 12.0 of ITT).
 - b. Last date for submission of tenders not later than **1500 hrs. on 10.02.2012.**
 - c. Date of opening of tender **1505 hrs. on 10.02.2012.**
 - d. Period for which the tender is to be kept valid – **60 days** from the date of opening of Tender.
 - e. Stipulated date of commencement of work (Form A)- **from the seventh day after the date of issue of "Letter of Acceptance"**.
 - f. Defect Liability Period (Form A) - **6 months** from the date of issue of "completion Certificate".
 - g. Period of completion (Form A) **Three Months** from the stipulated date of Commencement..
 - h. "Validity Period for Performance Security (Form D) period- **Six months from date of expiry of defect liability period.**
- 1.6 Cancellation or creation of a document such as power of Attorney, partnership deed, constitution of firm etc. which may have bearing on the tender/contract shall be communicated forthwith in writing by the tenderer to the Engineer -in-charge.
- 2.0 **ELIGIBILITY REQUIREMENTS**
This invitation to tender is open to only those applicants that fulfill the minimum eligibility criteria, qualification criteria, bid capacity criteria as described in Clause 1.2 to 1.4 of Notice Inviting Tender (NIT).
- 2.0 **COST OF TENDERING.**
- 2.1 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.
- 3.0 **SITE VISIT**
- 3.1 The tenderer is advised to visit and examine the Site & quantum of work and its surroundings at his/their cost. All information that may be necessary for preparing the tender and entering into a Contract has to be obtained himself on his own cost & responsibility.

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

4.0 CONTENTS OF TENDER DOCUMENTS

- 4.1 One set of tender documents, as specified in **Sub Clause 1.1** could be made available on demand of tenderer.
- 4.2 The tenderer is expected to examine carefully all the contents of the tender documents including instructions to tenderer, conditions of contract, forms, terms, **Technical specifications and drawings** 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 tenderers own risk .Tenders which are not responsive to the requirements of the tender documents will be rejected.

5.0 CLARIFICATION ON TENDER DOCUMENTS

- 5.1 While all efforts have been made to avoid errors in the drafting this tender documents. The tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 5.2 A prospective tenderer requiring any clarification can clarify from the % CPM-3/ Line-7 in writing.

6.0 AMENDMENT TO TENDER DOCUMENTS

- 6.1 At any time prior to the deadline for the submission of tenders, the Engineer may modify the tender documents by an amendment for any reason, whether at his own initiative or in response to a clarification or query raised.
- 6.2 The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, to reach them at least 7 days prior to the deadline for the submission of tenders (reference **Clause 16.0 of instructions to tenderer**). This communication will be in writing and the same shall be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by telex or telefax to the Engineer-in-charge.
- 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.
- 6.4 In the event of the Engineer-in-charge not available, the correspondence shall be handled by the representative as nominated by Employer.

7.0 LANGUAGE OF TENDER

- 7.1 All correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be in English language.

8.0 DOCUMENTS COMPRISING THE TENDER

- 8.1 The following Documents are required to be submitted by the tenderer alongwith the documents that have been listed on Sub-clause 1.1 and Sub-clause 15.0 (ii) (a) instructions to the tender (ITT).
- (a) Tender Security in Original in prescribed form in a Separate Sealed Envelope super scribed Tender Security on Top.
 - (b) Attested copy of power of Attorney (in favour of Authorised Signatory of the Tenderer if any)
 - (c) Attested copy of the registration certificate and clearance certificate under Delhi VAT Act 2005 is required to be submitted. If a tenderer from outside Delhi intends to participate in DMRC Tender, he can be permitted providedf he gives undertaking to the fact that he/she will get himself registered with Delhi VAT authorities, in the event of issue of Letter of Acceptance to the tenderer and shall submit registration number before claiming initial advance payment or first payment whichever is earlier. In absence of of registration detail with Delhi VAT department, first payment shall not be released.

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 technical specifications and to submit all the details specifically called for (or implied) in those clauses.

- 8.2 All documents issued for the purpose of tendering and any amendments issued in accordance with Clause 6.0 of instructions to tenderer (IIT) shall be deemed to be incorporated in the Tender. **Tenderer shall sign all the pages of tender document and any amendments issued at time of submission of the tender.**

9.0 TENDER PRICES

- 9.1 The tenderer is required to quote % above/ below/ at par against the schedule A ,schedule B for Civil Works and schedule A ,schedule B and Schedule C for Electrical Works as given in **Priced Bill Of Quantities (Volume-2 of Tender)** as per general conditions of contract and relevant clauses of special conditions of contract/tender documents.
- 9.2 The percentage quoted above/ below/ at par against the schedule A ,schedule B for Civil Works and schedule A ,schedule B and Schedule C for Electrical Works as given in **Priced Bill Of Quantities (Volume-2 of Tender)** shall be reasonable and not unbalanced. Should the Employer/ Engineer come across any unbalanced percentage, tenderer have to furnish detailed analysis to justify the same. If after its examination, the Engineer still feels the percentage is

unbalanced, he may ask the tenderer for additional Performance Security or other safeguards to protect Employer's interest against financial loss. If the tenderer fails to comply with this, his tender shall be liable to be rejected by the Employer & the Employer can award the Contract to any other tenderer.

9.3 The tenderer shall keep the contents of his tender and quoted rates confidential.

9.4 The tenderer should quote his rates inclusive of all taxes, duties, royalties, Delhi VAT etc.. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties, paid and provide the same as and when required by the employer . The employer may direct the contractor to get the reimbursements based on exemption certificates/ government orders and it shall be obligatory on part of the contractor to get exemptions/ reimbursements as the case may be and pass it on to DMRC.

9.5 DMRC, a non government railway, is executing the work under the " Metro Railways (Construction of Works) Act,1978 extended to Delhi Metro. Tenderers are requested to study the Section 65 and 66 of Finance Act,2005 (budget 205-06) regarding applicability of Service Tax along with the relevant circulars and instructions in the matter issued by Ministry of Finance, Deptt of Revenue and submit his tender accordingly.

10.0 CURRENCY OF THE TENDER

10.1 Tender prices shall be quoted in Indian Rupees only.

10.2 The tenderer shall utilize Indian labours, staff and materials to the maximum extent possible in execution of works.

11.0 TENDER VALIDITY

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

11.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer / 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 or telex. 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 tender security for **amount of Rs 64000.00(Rupees Sixty Four Thousand Only)** alongwith the tender.

- 12.2.1 The tender security shall be in the form of a bank draft, or a guarantee from a **scheduled commercial bank**. 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 guarantees shall be irrevocable and operative for a period not less than 30 days beyond the validity of the tender. The Tender Security shall be endorsed/pledged in favour of the DMRC and shall be submitted in a separate envelope super scribed “ Tender Security for _____(Name of Work as mentioned in Clause 1.1 of NIT)”
- 12.3 Any tender not accompanied by an acceptable tender security will be summarily rejected.
- 12.4 The tender securities of unsuccessful tenders shall be discharged/returned by the Employer as promptly as possible but not later than 30 days after the expiry of the period of tender validity .
- 12.5 The tender security shall be forfeited:
- a. if a tenderer withdraws his tender during the period of tender validity, or
 - b. if the tenderer does not accept the correction of his tendered price in terms of **Clause 22.0 of ITT** , or
 - c. in the case of a successful tenderer, if he fails to :
 - i. furnish the necessary performance guarantee for performance as per **Clause 4.6.2 of GCC** and / or
 - ii enter into the Contract within the time limit specified.
 - iii to start the work by stipulated date of commencement of work.
- 12.6 No interest shall be payable by the Employer on the tender security amount cited above.
- 12.7 The tender securities of the successful tenderer shall be returned upon the tenderer executing the contract agreement after furnishing the required performance guarantee for performance as per contract.

13.0 FORMAT AND SIGNING OF TENDERS

- 13.1** If the tender is submitted by a proprietary firm it shall be signed by the proprietor his full name and the full name of his firm with its current address and phone Number.
- 13.2** If a firm in partnership submits the tender, a partner holding the valid power of Attorney for the firm shall sign it. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, all the partners shall sign it.

- 13.3** If a limited company or a limited corporation submits the tender, a duly authorised person holding the power of attorney for the firm shall sign it. A certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 13.4** The tender containing following documents will be required to be submitted by the Tenderer with signing all the pages of Tender.
- a. Notice Inviting Tender (NIT)
 - b. Instructions to Tenderer (ITT)
 - c. General Conditions of Contract
 - d. Special Conditions of Contract
 - e. Technical Specifications
 - f. Bill of Quantities/ Priced Bill of Quantities (Volume-2)
 - g. Annexures 1 to 5
- 13.5** Entries to be filed in by the Tenderer shall be typed or written in indelible ink. The person submitting the tender should sign each page of printed documents.
- 13.6** In case of all documents listed in Para's 13.4 above, the person signing initialing the documents shall be one who is duly authorized 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.
- 13.7** 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. There shall be no erasures.
- 13.8** All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 13.9** For the purpose of Para's 13.3 and 13.4 of ITT firm shall mean and include proprietor firms and Partnership firm, Company or Corporation.
- 14.0 All amendments/ corrections/ overwriting shall be initialed by the person or persons signing the tender.**

SUBMISSION OF TENDERS

15.0 SEALING AND MARKING OF TENDERS

The tenderer shall follow the procedure as indicated below:

- (i.) The Tenderer shall submit the Tender documents (signed all the pages of tender document) in a three packet system. First sealed envelope containing Tender Security in form of Demand draft/ Bank guarantee of requisite amount and Second sealed envelope containing other Tender Documents as per clause 13.4. Both these sealed envelopes should be placed in third sealed envelope. All the envelopes should bear on the cover the name and address of the Tenderer and should be addressed to the Employer duly super scribing on Top **The Tender Number, Name of Work and deadline time and date of opening.** Envelopes will contain the following items of "Check list of documents to be submitted with the Tender" as given.

(a) Item No. Of Check List	Details
-------------------------------	---------

FIRST SEALED ENVELOPE

- | | |
|----|---|
| 1. | Tender Security in form of Demand draft/ Bank guarantee of requisite amount . |
|----|---|

SECOND SEALED ENVELOPE

- | | |
|-----|---|
| 1. | Form of Tender and Appendix thereof (Form A) |
| 2. | Power of Attorney, if any |
| 3. | Sales Tax/VAT Registration |
| 4. | Notice inviting Tender. (NIT) |
| 5. | Instructions to Tenderer (ITT) |
| 6. | General Conditions of Contract |
| 7. | Special Condition of Contract |
| 8. | Technical Specification |
| 9. | Priced Bill of quantities (Volume-2) duly filled |
| 10. | ANNEXURE 1 to 5 |

THIRD SEALED ENVELOPE

- | | |
|----|------------------------|
| 1. | First sealed envelope |
| 2. | Second sealed envelope |

No responsibility will be accepted by the Employer for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

16.0 SUBMISSION OF TENDERS

16.1 Tenders must be submitted before **1500 hrs on 10.02.2012** at the following address:

"Office of Chief Project Manager-3/Line-7, Delhi Metro Rail Corporation Ltd., Near Race Course Metro station, Tughlak Crescent Park, Tughlak Road, New Delhi 110011".

The Employer / Engineer may, at his discretion, extend this deadline for the submission of tender by amending the Tender Documents as mentioned in Clause-17 of ITT. If nominated last date for submission of tender is subsequently declared as a Public Holiday then the next working day shall be deemed as the last date for official submission of tender.

16.2 Tenders may be submitted in person to the % CPM-3/Line 7 or sent through post or courier system. The Employer cannot take any cognizance and shall not be responsible for delay in transit. The tenders should reach at the above said address before the deadline time and date.

Tenders sent telegraphically or through other means of transmission (telex, telefax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall be rejected.

17.0 LATE TENDERS

17.1 Any tender received in the % CPM-3/Line7 after the deadline prescribed for submission of tenders will be returned unopened to the tenderer or shall be treated as defective/invalid and shall be rejected.

TENDER OPENING AND EVALUATION

18.0 TENDER OPENING AND DETERMINATION OF ELIGIBILITY

18.1 The Employer or his authorized representative will open the tenders, in the presence of tenderer or their representatives who choose to attend in the **Office of Chief Project Manager-III/Line-7, Delhi Metro Rail Corporation Ltd., Near Race Course Metro Station at Tughlak Crescent Park, Tughlak Road, New Delhi 110011**. If such nominated date for opening of tender is subsequently declared as a Public Holiday by the Employer or Government, the next official working day shall be deemed as the date for opening of tender.

18.2 Envelopes will be opened in presence of representatives of firms who choose to attend in office and will be examined to see if they are complete, whether the requisite Tender security has been furnished, whether the documents have been properly signed and whether the documents are in order. If the documents do not meet the requirements of the Employer a note will be recorded accordingly by the tender opening committee and the said Tenderers envelope will not be considered for further processing.

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

19.0 PROCESS TO BE CONFIDENTIAL

- 19.1 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 be kept Confidential.
- 19.2 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 tender.

20.0 CLARIFICATION OF TENDERS

- 20.1 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. 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 of ITT.

21.0 DETERMINATION OF RESPONSIVENESS

- 21.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.
- 21.2 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 and 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 affects 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.
- 21.3 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity of infirmity.
- 21.4 The decision of the Engineer-in-charge as to which of the tenders are not substantially responsive shall be final.

22.0 CORRECTION OF ERRORS

- 22.1 Tenders determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be corrected as follows:

Where there is a discrepancy between amounts in figures and in words, **the amount in words will govern**; and

Where there is a discrepancy between the unit price and the total amount unit derived from the multiplication of the unit priced 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 will be forfeited.

23.0 EVALUATION OF TENDER

- 23.1 The Employer/ Engineer will evaluate and compare only those tender determined to be substantially responsive, based on the requirements of the tender documents.

- 23.2 The evaluation of financial proposals/**priced bill of quantity** by the Employer/Engineer will take into account, in addition to the tender amounts, the following factors:

Arithmetical errors corrected by the Employer/ Engineer in accordance with Clause 22.0 of ITT.

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.

- 23.3 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.

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

- 23.4 Bid capacity of Tenderer shall be evaluated based on the financial data submitted in the prescribed format (Annexure-3A,3B)

24.0 AWARD CRITERIA

- 24.1 Subject to Clause 23, the Employer will award the Contract to the tenderer, whose tender has been determined to be substantially responsive, and complete in accordance with the tender documents, and whose **Evaluated**

Price is determined to be the lowest.

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

25.1 Notwithstanding Clause 24, 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 or any obligations to inform the affected tenderer or tenderers of the grounds for the Employer's action.

26.0 NOTIFICATION OF AWARD

26.1 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 'Letter of Acceptance') shall name the tendered sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee 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 authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

26.2 The Letter of Acceptance will constitute a part of the contract.

26.3 Upon "Letter of acceptance" being signed and returned by the successful tenderer as per Clause 26.1, the Employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

27.0 SIGNING OF AGREEMENT

27.1 The Employer shall prepare the Agreement in the **Performa (Form E)** included in this Document, duly incorporating all the terms of agreement between the two parties within two weeks time from the date of issue of letter of acceptance. The successful tenderer will be required to execute the contract agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of agreement duly signed by the employer and the contractor through their authorized signatories will be returned by the employer to the contractor.

28.0 PERFORMANCE SECURITY

- 28.1 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 4.6.2 of the General Condition of Contract. The Bank Guarantee has to be from an Scheduled Indian Bank located in India and the Form of Performance Security (Form D) provided in this volume shall be used.
- 28.2 Failure of the successful tenderer to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the tender security, in which event the employer may make the award to the next lowest evaluated tenderer,

**CPM-3/Line7
Delhi Metro Rail Corporation.**

APPENDIX - I

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

COMPILED FROM THE PROVISIONS IN THIS VOLUME

S.No	Document	Reference to Clause No. Of “Instructions to Tenders”.
1	Form of Tender and Appendix thereof (Form-A)	1.1 & 15.0(ii)(a) of ITT
2	Power of Attorney in favour of the leading member of Partnership firm	13.0 of ITT
3	Tender Security (Form-B)	12.0 of ITT
4	Annexure 1 to 5	13.0 of ITT

**CPM-3 /Line-7
Delhi Metro Rail Corporation.**

INDEX ON PROFORMA OF FORMS

PROFORMA OF FORMS- GENERAL

(Item (iii) & (iv) applicable only for successful tenderer)

	FORM
(i) Form of Tender with appendix	A
(ii) Form of Bank Guarantee for Tender Security	B
(iii) Form of Performance Security (Guarantee) by Bank	D
(iv) Form of Agreement	E.

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 forms of Tender and Appendix.

Name of Work: Renovation of existing building for CPM-3/line-7 Tughlak Crescent Park, Tughlak Road, New Delhi-110011

To,

**The CPM-3/Line 7,
Delhi Metro Rail Corporation Ltd.
Tughlak Crescent Park, Tughlak Road
New Delhi - 110011.**

1. Having visited the site and examined the General as well as Special conditions of contract, Technical specifications, Instruction to Tenderers, conceptual/layout Drawings and Addenda 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, conceptual/layout Drawings and Addenda for the sum of Rs. _____ (Amount in Figures and Words) or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms as integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within **07 days of issue of the order to commence and to complete the whole of the works comprised in the Contract within **Three Months** from the stipulated date of commencement of work, as indicated in clause 1.1 of NIT.**
4. If our Tender is accepted, we will furnish a Bank Guarantee for Performance Security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.6.2 of the General Conditions of the Contract and as indicated in the Appendix.

FORM A
(PAGE 2 OF 3)

5. We have independently considered the amount shown in Sub-clause 10.8.2 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 60 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any tender you may receive.
9. 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 _____ 2009

Signature & Name _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of _____

Address _____

Witness – Signature _____

Name _____

Address _____

Occupation _____

APPENDIX TO THE FORM OF TENDER

	Descriptions	Condition of Contract Clause No	
i	Amount of Bank Guarantee as Performance Security	4.6.2 of General Conditions	10 percent of the Contract Price.
ii	Minimum amount of Third Party Insurance	6.0 of General Conditions	Rs. 0.20 Million for any one incident, with no. of incidents unlimited
iii	Period for commencement from Engineer's Order to commence	17.0 of General Conditions	Date of signing of Letter of Acceptance
iv	Time Period for completion from the stipulated date of commencement of work as stipulated in clause 1.1 of NIT	28.0 of Special conditions	Three Months
v	Amount of liquidated damages in case of extension of completion date due to delays by the Contractor	10.8.2 of General Conditions	0.50% of Contract value of works for each week or part of week Contractor is in default, subject to max. Of 10% of Contract value
vi	Period of maintenance from the date of issue of "Completion certificate	17 of General Conditions	6 months

Signature of authorized signatory
on behalf of Tenderer

Date
Place

Name
Address

FORM OF BANK GUARANTEE FOR TENDER SECURITY
(Ref: **Clause 12.0** of "Instructions to Tenderers")

KNOW ALL MEN by these presents that, we _____
_____(Name of Bank)
having our registered office at _____
_____(hereinafter called "the Bank") are bound unto Delhi Metro Rail Corporation
Limited (hereinafter called "the Employer") in the sum of Rupees.
_____ for which
payment will and truly to be made to the said Employer, the Bank binds itself, its
successors and assigns by these presents.

WHEREAS _____(NAME OF TENDERER) (hereinafter
called "the Tenderer") has submitted its tender
dated _____ for the _____
(Name of the work as per Clause 1.1 of NIT) herein after 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 of 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 :
 - (i) the tenderer in case his tender is accepted by the Employer, executes a formal agreement as per **Clause 27.0** of "Instructions to Tenderers" after furnishing the Performance Security as per **Clause 28.0** of "Instructions to Tenderers", and **Clause 4.6.2** of General Condition of Contract.
 - (ii) in cases where the tender is not accepted by the Employer, thirty days after the date of validity of the extended date of validity of the tender, as the case

may be.

- 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 28.0** of the "Instructions to Tenderers" and **Clause 4.6.2** of General Condition of Contract and / or
 - (ii) Fails or refuses to enter into a Contract within the time limit specified in **Clause 27.0** of the "Instructions to Tenderers".

We undertake to pay to the Employer mere on demand without demur up to 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
	Authorized Official of the Bank
Signature of the witness	Name of Official
	Designation
Name of the Witness	Stamp/Seal of the Bank
Address of the Witness	

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK
(Refer **Clause 28.0** of "Instructions to Tenderers")

1. This deed of Guarantee made this day of _____ between _____ (Name of Bank) 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 _____ (Name of work as per Clause 1.1 of NIT) (hereinafter called the contract) to _____ (hereinafter called the Contractor) (Name of 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 authorized 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 and demur and 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. 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.

FORM D
PAGE 2 OF 2

7. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
8. 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.
9. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
10. In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day (date) of _____ 2009 _____ being herewith duly authorised.

For and on behalf of
the _____ Bank.
Signature of author
Bank official
Name :
Designation :
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 27.0 of “Instructions to Tenderers”

This Agreement is made on the _____ day of _____ 2009 _____
Between Delhi Metro Rail Corporation Limited hereinafter called “the Employer” of the
one part and _____ (Name of Contractor) (Address of Contractor)
_____ of
_____ 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.

Name of Work : _____ 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. Notice Inviting Tender (NIT)
 - b Instructions to Tenderer (ITT)
 - c. General Conditions of Contract
 - d. Special Conditions of Contract
 - e. Technical Specifications
 - f. Bill of Quantities(Volume-2)
 - g. Drawings and Specifications submitted by the Contractor.
 - h. Priced Bill of Quantities (Priced Schedules)
 - i. Form of Tender with Appendix
 - j. Letter of acceptance
 - k. Other conditions agreed to and documented as listed below
 - l. Tenderers Work Schedule as amended if required
 - m. Statement of deviations (if applicable)
 - n. 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.

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

For and on behalf of the Contractor
Signature of the authorised official
Name of the official
Stamp/Seal of the Contractor

For and on behalf of the Employer
Signature of the authorized official
Name of the official
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



DELHI METRO RAIL CORPORATION LIMITED

D SPECIAL CONDITIONS OF CONTRACT

**DELHI METRO RAIL CORPORATION LTD.
OFFICE OF CHIEF PROJECT MANAGER-3, TUGLAK CRESCENT PARK,
TUGLAK ROAD, NEW DELHI-110011**

SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL ATTENTION

- 1.1 All Tenderers are cautioned that tenders containing any deviation from contractual terms and conditions, specifications and other requirements save as provided for in “General Conditions of Contract” and “Instructions to Tenderers” are liable to be summarily rejected as non-responsive.
- 1.2 On receipt of tender documents, if any clarification or additional information is desired, the Tenderer may submit a written request to that effect immediately. Clause 5.0 of “Instructions to Tenderers” may be referred to in this regard.
- 1.3 The Contract will be awarded to the Tenderer whose responsive tender is determined to be the lowest evaluated tender and who satisfies the appropriate standards of capacity and financial resources. Clause 21.0 and 22.0 of “Instructions to Tenderers” may be referred to in this connection.

2.0 PRE-TENDER MEETING (IF REQUIRED)

Deleted

3.0 RIGHT OF WAY (Supplemental to Clause 4.20 of “General Conditions of Contract”)

- 3.1 Right of way (within DMRC land) to the work site will be provided to the Contractor. The Contractor shall prepare, at his cost, approach roads to the site of work and this cost will not be reimbursed by the Employer. The Employer reserves the right to make use of these service roads for themselves or other Contractors working in the area, as and when necessary, without any payment to the Contractor.

4.0 COORDINATION WITH OTHER CONTRACTORS

- 4.1 The contractor for this work shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages as directed by Engineer In charge.

5.0 RULES AND REGULATIONS

- 5.1 The Tenderers are advised to familiarize themselves with rules, regulations and by – laws applicable to them as indicated in Clause 4.3 of “General Conditions of Contract”. Ignorance of rules, regulations and bye – laws shall not constitute a basis for any claim at any stage of work.

6.0 SUFFICIENCY OF TENDER

- 6.1 The tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.
- 6.2 The contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for finished works as per approved supplied drawings. Where such agreed / accepted rates are not available, the contractor shall be paid at rates to be decided in accordance with Clause 4.18 of “General Conditions of Contract”.

7.0 NOTICES AND INSTRUCTIONS

- 7.1 The contractor shall furnish to the Employer/Engineer the postal address of his site office. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him, if it has been delivered to his authorised agent or representative at site or if it has been sent by registered post to the site office, or to the address of the firm last furnished by the contractor Clause 21.0 of “General Condition of Contract” may be referred to in this connection.

8.0 RESPONSIBILITY FOR SPECIFICATIONS, DESIGN AND DRAWINGS

8.1.1 Specifications

The technical specifications of DMRC and Other Standard Specifications viz. IS, IRS, IRC etc. shall be procured by the Contractor.

8.1.2 Drawings for Permanent Works.

Preliminary Drawings showing general dimensions & details elaborating the scope of work (not based on detailed design) will be supplied along with the tender documents. Detailed working drawings will be supplied during execution of work well in time.

8.1.2 Design, Drawings and Specifications.

The contractor shall design and take approval from DMRC for the false work, formwork, staging scheme and for other related working drawings. On completion of the works, the contractor shall arrange to furnish to the employer two bound sets of all “as constructed” working drawings for every component of the works. The certificate of Completion of works as per the provisions of Clause 17 of GCC shall not be issued by the Engineer in the event of Contractor’s failure to furnish aforesaid “as-Constructed” drawings for the entire works.

The contractor shall promptly inform the Engineer of any error, omission, fault and other defects in the specifications, Drawings for the works which are discovered when reviewing the Contract Document or in the process of execution of the works.

9.0 Measurement.

All measurements and payment will be made in metric units.

10.0 Records, Registers, Returns:

The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the contract.

11.0 Contractor/s responsibility to arrange tools, plants machinery etc.

11.1 The Contractor shall make his own arrangement for all plants, machinery and equipment and tools including spare parts, fuel and consumable stores and all labour required to ensure efficient and methodical execution of work. The quoted rates shall be deemed to be inclusive of all charges for such items.

12.0 Water supply and Sanitary facilities:

Deleted

13.0 Use of DMRC land:

Use of DMRC land required by the Contractor's for constructing temporary offices, quarters, hutments etc. for the staff and storing materials etc. will be permitted to him/them free by DMRC, if available and if it does not interfere with the working of other contractor's executing the work in the same area, for the DMRC. The location of these office, hutments, stores etc. will be subject to the approval of DMRC by contractor's in the same condition as when taken over or in vacant condition as desired by the Engineer, after completion of the work or at any earlier day/specified/as by the Engineer. The failure to do so will make the Contractor's liable to pay the cost, incurred by the DMRC for getting possession, of land. The tenderer's shall also acquaint himself/themselves with the availability of land, working space for this/their work etc. DMRC will not acquire any land for the purpose of movement of vehicles of the contractor's and for executing work by the Contractor's.

13.1 The contractor's will have to make his/their own arrangements for use of private land, outside DMRC limits for the fulfillment of contract or for borrow pits approaches etc, directly with the land owners or local authority and do pay such rents if any as are payable as may be mutually agreed upon between them.

13.2 **DELETED**

14.0 **DELETED**

15.0 Observance of statutory Act Rule etc.

The contractor's will be bound by the provision of the EPF act & minimum wages Act 1948 as amended from time to time and the rules made there under with regard to labours in schedule employment on Building construction, road construction, building operations and stone breaking and stone crushing. The provision of the minimum wages Act will also supply to ordinary maintenance works, petty works also. The schedule of minimum wages as provided shall be followed.

16.0 Provisions of contractor labours (Regulation & Abolitions) Act 1970.

The contractor shall comply with the provision of the contract labour (Regulation & Abolition) Act 1970 as modified from time to time, wherever applicable and shall also indemnify the DMRC from and against any claims under the aforesaid Act and the Rules.

The contractor shall obtain a valid license under the aforesaid Act as modified from the time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

The contractor shall pay to labour employed by him directly or through sub-contractor the wages as per provisions of the aforesaid Act and the Rule wherever applicable. The contractor shall not with standing the provisions of the contract to the contrary cause to be paid the wages to labour indirectly engaged on the work including an engaged by his subcontractors in connections with the said work, as if the labour had been immediately employed by him.

In respect of all labour directly employed in the work of performance of the contractor/s part of the contract, the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

In every case in which by virtue of the provisions of the aforesaid Act or the rules, the DMRC is obliged to pay any amount of wages to a workman employed by the contractor or his sub-Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the Contingent liability of the DMRC due to the Contractor/s failure to fulfill his statutory obligations under the aforesaid Act or the Rules the DMRC will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the DMRC under Section 20 sub-section (2) and section 21 sub-section (4) of the aforesaid Act, the DMRC shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due to the contractor by the DMRC whether under the contract or otherwise. DMRC shall not be

bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DMRC full security for all costs for which the DMRC might become liable in contesting such claim. The decision of the DMRC regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

17.0 Trespass.

The Contractor/s shall at all times be fully responsible for any damage or trespass committed by his/their agents or workmen in carrying out the work even if such trespass is authorised by the Engineer.

18.0 Inflammables:

Inflammable materials, such as petrol, oil etc. shall be stored separately from other materials and all due precautions as required under the Indian Explosive Act, or any other Act shall be taken by the Contractor/s to prevent any fires etc.

19.0 Plea of Custom:

The plea of custom prevailing will not on any account be permitted as excuse for any infringement on any of the conditions of the contract or specifications.

20.0 Arrangement for permits and license:

Arrangements for permits and license for material, Contractor/s will have to make his/their own arrangements. Also no import license shall be arranged by the DMRC for this work.

21.0 Taxes and Royalties

- a) All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties, and any charges/fees levied by the local authority/Government during execution as payable by the Contractor/s to the Government or public body or local authority and no additional amount will be paid or claim entertained on this account by the DMRC.
- b) Deduction towards Income tax, Sales tax on works contract or any other tax as applicable will be at source from each on account progress bills by the employer as may be directed by Income Tax Department, Sales Tax Department or as provided in Income Tax Act, Delhi Sales Tax on works contract Act, or any other relevant Act, Rules and circulars and directions in need there under.
- c) Sales Tax on Works contract shall be borne by the contractor and will be deemed to have been built by him in the contract price. It will not be reimbursed by the Employer.

22.0 Notice to public bodies

The Contractor/s shall give to the Municipality, Police and other authorities all notices that may required by law and obtain all requisite licenses for temporary obstruction, enclosures and pay all fees, taxes and charges, which may be livable on account of his operations in executing the contract. He/they should make good any damages to adjoining premises whether public or private and supply and maintain lights, warning light etc. required at night.

23.0 Care of staff

No quarters will be provided by the DMRC for the accommodation of the Contractor/s or any of his/their staff employed on the work.

24.0 Damage by Accident, Floods or Tides:

The Contractor/s shall make all precautions against damages from accident of floods or tides no compensation will be allowed to the contractor/s for his/their contractors/s plant/material lost or damages by any cause whatsoever. The contractor/s shall be liable to make good the damages to any structure or part of structure, plant or materials of every, description belonging to the administration lost or damaged by any cause during the course of the contractor/s work.

25.0 First Aid

The Contractor/s shall maintain in a readily accessible place First Aid. Appliances including an adequate supply of sterilized cotton wool. The appliances shall be placed under the charge for responsible person who shall be readily available during working hours.

26.0 Settlement of disputes

26.1 The successful Tenderer/s shall put up his/their claim as per Clause 20 of the General Conditions of Contract during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the works. The final authority for giving the decision claims and disputes put up by the Tenderer/s, Contractor/s shall be the Chief Engineer of DMRC.

26.2 The provision of the Clause 20 of General conditions of Contract will be applicable only for value less than or equal to 20% of the value of Contract, and when claims or disputes are of value more than 20% provision of clause 20 and other relevant clauses of the General Conditions of Contract will not be applicable and arbitration will not be remedy for settlement of such disputes.

26.3 The Contractor/s shall not be entitled to ask for reference to arbitration, before the completion of the work assigned to him/them under this contract. The

Contractor/s shall seek reference to arbitration to settle the disputes only once within the ambit of conditions.

- 26.4 The Contractor/s shall not be entitled to make any claim whatsoever against the DMRC under or by virtue of or arising out of this contract nor shall the DMRC entertain or consider any such claim, if made by the Contractor/s after he/they shall have signed "No claim certificate" in favour of the DMRC in such form as shall be required by the DMRC after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by " No claim certificate" or demanding & reference to arbitration in respect thereof.

27.0 Site conditions and facilities

The Tenderer/s attention is drawn specially to clause No 4.17 of General Conditions of contract and it will be deemed that he/they has by personal inspection or other mean acquainted and satisfied himself/themselves about the site conditions, availability or otherwise of materials labour water supply electricity etc. before tendering. The requirements of working space and the space required for storing materials workshop, offices etc. also shall have to be considered by the Contractor/s before tendering. It will be deemed that all relevant factors connected with the execution of work have gone into detail by the tenderer/s before submitting the tender for the work.

28.0 Emergency Works:

In the event of any accident or failure occurring in or on account of the work arising out of or in connection with the construction completion maintenance of the works which in the opinion of the Engineer requires immediate attention, the DMRC may bring its own workman or other agency to execute or partly execute the necessary work or carryout repairing if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost there of which will be determined by Chief Engineer of DMRC to the Contractor.

- 29.0 The Contractor/s shall at all times adopt such safe methods of work as well ensure safety of structure, equipment and labour. If at any time the DMRC finds the safety arrangements are inadequate or unsafe, the Contractor/s shall take immediate corrective action as directed by the DMRC 's 'representative at site. Any direction in the matter shall in no way absolve the Contractor/s of his/their sole responsibility to adopt safe working methods.

- 30.0 The Contractor/s shall execute the works so as to ensure absolute safety or Contractor/s personnel as well as DMRC Staff and personnel engaged on the works. The Contractor/s should indemnify the DMRC against damages and injury to workmen. DMRC reserve the right to enforce safety regulations on the Contractor/s and recover any cost which may be incurred of this purpose.

31.0 Foreign Exchange requirement:

DELETED

32.0 Variation Clause:

The quantities shown in the tender schedule are approximate and can be varied for execution **upto 25 % plus or minus** at the discretion of the DMRC. In the event of any such variation in respect of any or all items of work (whether more or less) to the extent of 25 %, the Contractor shall not be entitled to any extra payment on account of any such excess or reduction in quantities, but will be paid at the accepted contract rates only for the actual amount of work done.

32.1 The contractors should take all precautions for safety of his/their labour's vehicles working at site while crossing the state Highway/ Railway track and ensure no interference with smooth movement of road/rail traffic.

33.0 Agreement Charges

The successful tenderer/s shall pay all local charges in connection with the preparations, stamping and registration of the agreement and other incidental charges if any.

34.0 Completion Period:

34.1 Time is the essence of contract and the entire work will have to be completed **within Three Months including monsoon period** from the stipulated date of commencement of work as per clause 1.1 of NIT in strict accordance with the detailed instructions laid down in Special Conditions/specifications of contract. Contractor/s attention is drawn to clause No. 10.5 of General conditions of Contracts about the extension of completion period.

34.2 DELETED

34.3 **In case the Contractor fails to adhere to the specific schedule of programme laid down in the tender document/contract agreement the contract may be terminated in part or full dispensing with 7 days notice specified in clause 11.4 of General Conditions of Contract. The balance work or part thereof may get executed by the DMRC departmentally or through any agency on single tender or limited tender basis at the risk and cost, of the defaulting contractor at the discretion of Chief Engineer of DMRC.**

34.3 The contractor/s will have to employ labour in full strength commensurate with working available. He will also arrange for equipments to complete the job most expeditiously within the stipulated completion period. The Engineer's decision as to what is full strength will be final.

35.0 Modification of contract

Modification to contract to be in writing. In the event of any of the provisions of the contract requiring to be modified shall be made in writing and signed by the DMRC and the contractor and no work shall proceed under such modification unless this has been done. Any verbal or writing arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed condition and shall not be binding on the DMRC unless and until the same is incorporated in the formal agreement and signed by the DMRC and Contractor and till then the DMRC shall have the right to repudiate such arrangement.

36.0 Rates for new items

36.1 Any items of work carried by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the " Schedule of Rates" modified by the bid percentage and where such items are not contained in the later at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. For this meeting the Contractor would provide its recommended base rates as basis for discussions. Contractor to note that no extra items or deviated item of Works to be executed without taking prior permission from Employer. A written clearance has to be taken from the Employer on any extra items/works.

36.2 The rates for extra items of works will be worked out on the basis of rates quoted for similar items in the Contract wherever existing or on rate analysis based on prevalent fair price of labour, material and other components as required.

36.3 Any extra item which is a finished or ready to use item if supplied and installed in works by Contractor from the market shall be passable for payment on the basis of the market retail price and delivery charges plus twenty per cent profit.

During excavation if uncharted utilities are encountered or work is stopped due to utilities, contractor shall arrange diversion of such utilities taking approval from Engineer and concerned local authorities. Payment for diverting such utilities shall be made as directed by Engineer-in-charge.

37.0 EXTENSION OF TIME ON EMPLOYER'S ACCOUNT

In the event of any failure or delay by the Employer to hand over actual possession of the site or to provide unrestricted round the clock access to the Contractor or his labour or employees to the site as necessary for the execution of the works or to give the necessary notice to, then such failure or delay shall

in no way affect or vitiate the Contract or alter the character thereof or entitle the Contractor to damages or compensation therefore but in any such case, the Engineer may grant such extension or extensions of the completion date as may be considered reasonable without price variation / escalation.

38.0 PLANS AND DRAWINGS FOR LAYOUT OF PLANT AND EQUIPMENT

DELETED

39.0 REFERENCE POINTS AND BENCH MARKS (NOT APPLICABLE)

40.0 SUPPLY OF MATERIALS TOOLS, PLANT AND EQUIPMENT BY THE EMPLOYER

40.1 No material, tools, plant and equipment shall be supplied by the Employer. The Contractor has to arrange all tools, plant, equipment as well as construction materials including cement and steel required for the work. The Contractor shall have to identify sources for supply of all such construction materials and get them approved by the Engineer before the supply starts. The Contractor shall submit the sample to the Engineer and shall arrange for supply only after the sample is approved. Nothing extra shall be payable to the Contractor on this account. List of approved makes / manufacturers / suppliers has been given in the special specifications. Items included in these lists have to be of the approved make/ manufacturers / supplier.

41.0 USE AND CARE OF SITE

41.1 The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Engineer.

41.2 All garbage shall removed from site daily or as they accumulate. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.

42.0 DELETED.

43.0 DELETED.

44.0 DUTIES, TAXES, OCTROI, ROYALTY ETC.

44.1 The rates quoted by the Tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc., where payable. Clause 10.0 of 'Instructions to Tenderers' may be referred to in this connection. As regards, Sales Tax on Works Contract Sub-Clause 15 of "General Conditions of Contract" & correction slip no. – 3 issued on 1st Aug 2000 in GCC may be referred to. On refund of taxes, royalties, duties, cess, octroi, and other levies, Clause 15 of General Conditions of Contract may be referred to.

45.0 SALES TAX CLEARANCE CERTIFICATE

- 45.1 If the Contractor is a Sales Tax assessee, he should produce a valid Sales Tax Clearance Certificate before payment of final bill; otherwise, final payment to the Contractor will be withheld.
- 45.2 If the Contractor is not liable to Sales Tax assessment, a certificate to this effect from a competent Sales Tax authority shall be produced before payment of final bill. Otherwise final payment to the Contractor will be withheld.

46.0 CHANGES IN COST DUE TO LEGISLATION

- 46.1 If, after the due date for submission of tenders for the works, there occurs any change to any Central or State Law or any regulation or bye-laws of any Local or duly constituted Authority, or any enactment is passed by a competent legislature, relating to Excise duty and/or Sales tax, **or Sales tax on works contract** which causes additional or reduced cost to the Contractor in the execution of works, such additional or reduced cost shall be certified by the Engineer after examining records provided by the Contractor and shall be paid by or credited to the Employer.
- 46.2 Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if, the same shall have been reflected in the indexing of any of the inputs to the Price Adjustment Formula in accordance with the provisions of "General Conditions of Contract", or the same shall have been taken into account under any other clause of the contract.

47.0 HOUSING FACILITIES

The Contractor shall have to make his own arrangement for housing facilities for his staff & labour.

48.0 SUPPLY OF WATER AND ELECTRIC

- 48.1 The Contractor shall have to make his own arrangements for Water supply and Electric Power necessary for the Works.

49.0 LABOUR CAMP

- 49.1 No labour camp shall be allowed at site of work. Contractor shall make their own arrangement in the near by area for carrying out the works on completion of work the contractor shall clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer within 45 days of the physical completion of work failing which the same shall be got cleared by the Employer through other agency at the expense of Contractor, the employer and/or Engineer shall not be held liable for any loss or damage to Contractor's property at labour camp site

due to such removal therefrom.

- 49.2 Removal may be effected by means of public sale of such material, plant and property or in such a manner as may be deemed fit and proper by the Engineer. All expenses on such removal/clearance shall be debitable to the Contractor as loans due from Contractor to Employer and the Engineer shall be the Competent Authority to recover the same from Contractor's on-account or final bills or from performance security amount or from any other amount payable to the Contractor.

50.0 LAND FOR CONSTRUCTION

Deleted

51.0 INTER COMMUNICATION FACILITIES

Deleted

52.0 ACCESS ROADS AND HAUL ROADS

- 52.1 Existing roads and other public roads may be used by the Contractor to carry out construction activities, with prior approval of the competent authority. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads.
- 52.2 The Contractor's heavy construction traffic or tracked equipment shall not travel on any public road or bridge, unless the Contractor has made arrangements with the authority concerned and has obtained the approval of the Engineer to such arrangements. Provisions in Clause 10.4 of "General Conditions of Contract" will be specially relevant. The Contractor shall include in his price the cost of strengthening any such public road or bridge if he considers it would be necessary.
- 52.3 The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.
- 52.4 The Contractor shall plan transportation of construction materials/Precast materials to work site in accordance with traffic regulations enforced by local traffic authorities from time to time and in such a way that road accidents are avoided. The Contractor should study this aspect thoroughly before quoting for the work. No claim whatsoever shall be entertained on this account.
- 52.5 The Contractor shall also construct and maintain at his own cost all suitable temporary haul roads at the work site as may be found necessary by him for execution of works. For construction of haul roads including those required for transport of construction materials and installation of plant and equipment, the Contractor shall make his own arrangements for land required by him as mentioned in Clause 10.4 of "General Conditions of Contract".

- 52.6 No extra payment will be made for construction and maintenance of temporary haul roads including any special protection or strengthening required and all cost of such works shall be deemed to have been included in the costs of items in Bill of Quantities.
- 52.7 After construction of foundation and filling back with due compaction, the surrounding area shall be restored back to the existing condition.

53.0 LIGHTING AND FIRE PREVENTION

- 53.1 Where night working is permitted by the Engineer to facilitate the Contractor's Work operations, temporary lighting equipment as per approved layout shall be provided, installed, maintained for the duration of the contract and removed after completion of work by and at the expense of the Contractor.
- 53.2 The Contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precautions for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to or destruction by fire of trees, shrubs and grasses.
- 52.3 No extra payment will be made for the provision of temporary lighting and fire prevention measures and entire cost of all such work shall be deemed to have been included in the costs of items of Bill of Quantities.

54.0 ERRORS, OMMISIONS AND DISCREPANCEIES IN SPECIFICATIONS AND DRAWINGS

It shall be the responsibility of the contractor to promptly bring to the notice of Engineer any error or discrepancy, omission, fault and other defects in the Tender document, Technical Specifications for the works, etc. that are discovered when reviewing the contract documents or in the process of execution of the works documents and obtain his orders there on. **Only stated dimensions are to be taken and not those obtained from scaling drawings.** In case any feature of the works is not fully described and set forth in the drawings and specifications, **the contractor shall forthwith apply to the Engineer for further instructions, drawings or specifications.**

- 54.1 The drawings on a **large scale** shall take precedence over those on a smaller scale; and
- 54.2 Drawings approved as construction drawings from time to time shall supersede corresponding drawings previously approved.

55.0 DEDUCTIONS TO BE MADE FROM CONTRACTOR'S BILL

55.1 Any recovery arising out of damage to other parties due to contractor's negligence, while executing the works.

56.0 CONSTRUCTION PROGRAMME

56.1 DELETED

56.2 DELETED

57.0 SAFETY PROVISION FOR CARRYING OUT WORKS:-**57.1 PROTECTION OF WORK:-**

While executing the contract the contractor shall take all precautionary measures in order to ensure safe working conditions ensuring protection of his own personnel, DMRC/ Railway. Contractor will barricade the working area /bore hole location as directed by engineer and provide blinkers, reflective tape and other traffic sinages etc, during work contractor will ensure that there doesn't occur any slippage of water/ muck out side barricaded area , for which nothing shall be paid.

58.0 INTERRUPTION OF WORKS DURING MONSOONS:-

DELETED

59.0 SECURITY MEASURES

59.1 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his sub contractors.

59.2 Contractors' as well as Sub contractor's employees and representatives shall wear Identification Badges (cards), uniforms, helmets; gum boots & other safety/protection wear as directed by Engineer, and to be provided by the Contractor. The Contractors card shall show the employee's name and number and shall be worn at all times while at site.

59.3 All vehicles used by the Contractor shall be clearly marked with the Contractor's name or identification mark.

59.4 The Contractor shall be responsible for security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not be limited to, maintenance of Law and order at site, provision of all lighting, guard, flagmen, and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all

materials delivered to the site and all persons employed in connection with the works continuously throughout working and non-working periods including nights, Sundays and holidays, for the duration of the Contract. However, at work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as directed by Engineer shall be provided.

- 59.5 Separate payment for provision of security services will not be made and deemed to be included in the item of Bill of Quantities.

60.0 ANCILLARY AND TEMPORARY WORKS

- 60.1 The Contractor's proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the tender and modifications thereto as approved by the Engineer.

- 60.2 The Contractor shall submit drawings, supporting design calculations where called for by the Engineer and other relevant details of all such works to the Engineer for approval at least one month before he desires to commence such works. Approval by the Engineer of any such proposal shall not relieve the Contractor of his responsibility for the sufficiency of such works.

No extra payment will be made for complying with the provisions of this clause and the cost of the work under this element shall be deemed to be included in the Bill of Quantities.

61.0 ECOLOGICAL BALANCE

- 61.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his construction operations, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.

Where destruction, scarring, damage or defacing may occur as a result of operations relating to Permanent or Temporary works, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer.

All trees and shrubbery, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's construction operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his

operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.

In the conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.

Excessive emission of dust into the atmosphere will not be permitted during manufacture, handling and storage of concrete aggregates/fly ash/earth/building materials and the Contractor shall use such methods and equipment as are necessary for collection and disposal or prevention of dust during these operations. The Contractor's method of storing and handling cement shall also include means of eliminating atmospheric discharge of dust. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from cleaning of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.

- 61.2 Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.
- 61.3 Disposal of surplus excavated earth in specified area such as Shastri Park or any land fill site approved by concerned local authorities. "Necessary approval from the local authorities for carrying and dumping surplus material is to be obtained by the contractor. carrying and dumping is to be done in environmental friendly ways using tarpauline covers, dumper placer etc for this no extra payment shall be made."

62.0 RESOURCES REPORT

- 62.1 Contractor shall submit to the Engineer each month a detailed list by trade classification, of manpower employed during the report period as also a list of all serviceable major items of construction plant and equipment on site.

63.0 ACCURACY OF LINES, LEVELS AND GRADES

- 63.1 The various works shall be done true to line, level and grade. Periodical checking of these by Engineer's staff shall not absolve the Contractor of his responsibility regarding their accuracy. Wherever such discrepancy is found to arise at the junction of works of different contractors, the relative liability to set right their respective discrepancy shall be fixed by the Engineer, whose decision shall be final and binding on the Contractors concerned. The Engineer shall further have the authority, where necessary, to rectify discrepancies and recover costs from the Contractor in such proportions, as he may consider reasonable.

64.0 TESTING OF MATERIALS

- 64.1 Materials shall be tested in Contractor's laboratory or at any other place directed by the Engineer and results furnished by such authorities shall be considered as final. Engineer's representative shall, however, be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and method adopted. It shall be the Contractor's responsibility to arrange for the work, materials and finished items, to the required standard as determined by laboratory tests.
- 64.2 The Contractor shall ensure that one of Engineer's representatives remains present at the time of taking samples and shall authenticate facts, if required.

65.0 DAY WORK

- 65.1 The Engineer may, if he considers it necessary or desirable order in writing that any additional or substituted work shall be executed on a day work basis. The Contractor shall then be paid for such work in terms of provision contained in General Conditions of Contract on payment for extra items of Works not included in the Bill of Quantities.
- 65.2 The contractor shall during the continuance of such work, deliver each day to the Engineer an exact no. of laborers and quantity material used in work. The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering materials, shall submit to the Engineer quotations for the same for his approval.
- 65.3 In respect of all works executed on a day work basis, the Contractor shall, list in duplicate of the name, occupation and times of all workmen employed on such works and a statement, also in duplicate, showing the description and quantity of all materials and plant used thereon or therefore. One copy of each list and statement, after verification, shall be signed by the Engineer and returned to the Contractor.

66.0 MAINTENANCE PERIOD

- 66.1 Maintenance period shall be **six months** from the date of issue of completion certificate for all items of works.

67.0 PRICE VARIATION.

No price variation is applicable in this work.

68.0 BRIEF SCOPE OF WORK

Brief scope of work is included in clause 2.3 of Notice Inviting Tender issued with the tender document.

69.0 PROGRAMME OF WORK.

Deleted

70.0 METHOD OF MEASUREMENT AND PAYMENT

70.1 For the purpose of On-account payment, the contractor shall submit detailed measurements recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.

70.2 The contractor shall submit certified copies of vouchers showing quantity of cement and steel and other utilise materials brought at site for Engineer's record.

71.0 DELETED**72.0 CONTRACTOR'S OFFICE**

72.1 DELETED

72.2 The contractor shall give his permanent address with Phone/ Fax No.

73.0 PROJECT MONITORING

73.1 After the work has started, the Contractor shall deliver in the first day of every week to the Engineer an update of the Construction Programme showing changes, if any, in planning or progress scheduling and reflecting the progress of all the activities of **the network** and the project status as at the end of previous week.

73.2 DELETED

Whenever the Contractor proposes to change the construction programme he shall immediately advise the Engineer in writing and, if the Engineer considers the change a major one, the Contractor shall submit a revised programme for approval.

73.3 DELETED

73.4 DELETED

73.5 The following reports, in agreed formats and frequency, shall be submitted by the Contractor at his own cost :

- (i) Progress Reports

(ii) Any other Report desired by the Employer or the Engineer

73.6 The Engineer's monitoring team will have access to all the data/information of the Contractor, required for the assessment of the progress and monitoring. If necessary, the monitoring team will visit the Vendor/Contractor's works in order to assess the status of critical activities.

73.7 DELETED

73.8 DELETED

73.9 DELETED.

74.0 DELETED

75.0 NOISE AND DISTURBANCE/POLLUTION

75.1 All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out or in carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

76.0 DELETED

77.0 SITE OFFICE

DELETED



DELHI METRO RAIL CORPORATION LIMITED

E TECHNICAL SPECIFICATIONS

**DELHI METRO RAIL CORPORATION LTD.
OFFICE OF CHIEF PROJECT MANAGER-3, TUGLAK CRESCENT PARK,
TUGLAK ROAD, NEW DELHI-110011**

General

1.0 The work in general shall be executed as per CPWD specifications with up to date correction slips, relevant standard codes of practice and as per directions of Engineer in charge.

2.0 STEEL WORK WELDED IN BUILT UP SECTION:

The IRS code of practice for electric arc welding of mild steel structures shall be followed wherever welding is required to be carried out as directed by Engineer-in-Charge or its representative.

All the steel structures shall be got approved by Engineer-in-Charge or its representative & painted with primer before erection at site.

3.0 PAINTING

Standard brands of paints and primers as approved by Engineer-in-charge shall be used for painting. The rates includes the cost of labours, material, cleaning of materials, ladders, scaffolding, tools, plants as required for completion of job.

4.0 CURING

The time period of curing for various works in which cement/ is used is given in CPWD Specifications 2009 for materials and work may be increased or decreased at the discretion of the Engineer in charge. Nothing extra on this account shall be payable.

5.0 REFERENCE TO THE STANDARD CODES OF PRACTICE.

5.1 All standards Technical Specifications and codes of practice referred to shall be the latest editions including all applicable official amendments and revisions. The contractor shall make available at site all relevant Indian Standard Codes of practice .

5.2 In case of any discrepancy among Standard Codes of Practice. Technical Specifications and provision in sub clauses in this NIT the order of precedence will be as below:-

- i. Provision in N.I.T.
- ii C.P.W.D Specification.
- iii Standard Codes of Practice.

6.0 Material

6.1 Quality

All materials used in the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the Engineer-in-Charge or its representative.

6.2 Sampling and Testing

In addition to test certificates, samples of all materials proposed to be employed in permanent works shall be submitted to the Engineer-in-Charge or its representative.

The contractor will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer-in-Charge or its representative. No extra payment shall be made on this account.

6.3 Dispatch of Materials

Vital Materials identified as such by the Engineer and advised to the contractor, shall not be dispatched from the manufacturer's works to the site without written authority from the Engineer-in-Charge or the representative.

6.4 Test Certificates

The contractor shall supply manufacturer's certificates and other test certificates showing that the materials have been tested in accordance with Technical Specifications / relevant Codes of Practice. Engineer-in-Charge may depute his representative to witness the tests whenever required.

6.5 Rejection

Any materials found not in accordance with the specifications will be rejected and shall have to be removed from the site by the contractor at his own cost.

6.6 Storing of Materials at site

All materials used in the works shall be stored in racks, supports, in bins, under cover etc. as appropriate, to the satisfaction of the Engineer-in-Charge or its representative so as to prevent deterioration or damage from any cause whatsoever.

6.7 Supply of Cement by Contractor

6.7.1 Cement for use in the works shall be procured by the contractor from the main producers or their authorised dealers only.

6.7.2 The cement used shall be 43 grade Ordinary Portland Cement conforming to I.S. 8112.

6.7.3 Where ever possible all cement shall be obtained from one constant source through out the contract. Different brands of cement from different sources shall not be used without prior approval of the Engineer.

6.7.4 Cement older than 3 months from the date of manufacture as marked on the bags shall not be accepted. Cement bags preferably in paper bag packing should bear the following markets:-

- (i) Manufacture's name.
- (ii) Regd. trade mark of manufacture if any.
- (iii) Type of cement.
- (iv) Weight of each bag in Kgs. or Number of bags/tones.
- (v) Date of manufacturer generally marked as week of the year / year of manufacture.
- (vi) The contractor shall ensure that after completion of the work and/or determination of the contract for any reason what-so-ever, the temporary cement godown shall be dismantled and all dismantled material/debries shall be removed and the clear site shall be handed over back to DMRC.

6.7.5 All the released material shall be the property of the contractor and no payment shall be made by the DMRC for dismantling etc. The final bill and Earnest money/security deposit shall not be released unless the godown is dismantled and the site is cleared in all respect.

6.7.6 Empty cement bags will be the property of the contractor.

7.0 SPECIFICATIONS FOR CONCRETE WORK:

7.1 These specifications shall be read in conjunction with any other specifications for concreting work given elsewhere in tender documents.

8.0 AGGREGATES FOR CONCRETING:

8.1 COARSE AGGREGATE

Coarse aggregates shall be natural gravel/crushed gravel/ crushed quarry rock or combination thereof and shall conform to IS specifications.

8.2 FINE AGGREGATES:

Fine aggregates shall be of approved quality and grading conforming to IS Standards. It shall be free from impurities and deleterious substances.

The decision of Engineer-in-charge shall be final regarding approval of the coarse and fine aggregates for works. The contractor shall be required to

carry out washing and sieving of aggregates if directed by Engineer-in-charge and all cost for the same shall be borne by the contractor.

9.0 WATER

Water for construction shall be from the source approved by Engineer & shall be in accordance with clause 4.3 of IS: 456.

10.0 WORKMANSHIP

10.1 All works shall be to level, plumb and square and the corners, edges and arises in all cases shall be unbroken and neat and shall be as per provisions in the relevant Technical Specifications / Standard Codes of Practices.

10.2 Any work not to the satisfaction of the Engineer or his representative will be rejected and same shall be rectified, or removed and replaced with work of required standard of workmanship at no extra cost.

10.3 Concreting shall be normally done only when the temperature is between 5⁰ C and 40⁰ C. If concreting is proposed to be done outside these limits, special approval of the Engineer should be taken and his instructions complied with in regard to any special type of cement to be used etc., for which no extra payment will be made.

10.4 Whenever there is a change in the type or quality of coarse or fine aggregate or the target test strength of concrete is not achieved consistently the mix design shall be redone.

10.5 Construction joints will be provided only after approval of Engineer in charge.

10.6 All the concrete and mortars shall be mixed in mechanical mixer only.

11.0 DESIGN AND DRAWINGS OF TEMPORARY ARRANGEMENTS:-

(a) The design and drawings after approval shall be the property of the DMRC. DMRC shall have exclusive right to use and re-use it elsewhere. The contractor shall have no claim what so ever in this regard.

(b) The tenderer shall specially note that while every effort shall be made to approve the design and drawings expeditiously, no claim shall be entertained on account of delays in approval of design and drawings for what-so-ever reasons.

12.0 PROGRAMME FOR COMPLETION OF WORK:-

12.1 The whole work shall be completed within **Three Months** reckoned from the seventh day after the date of issue of acceptance letter including enabling and finishing work and cleaning of site complete.

13.0 CONSTRUCTION EQUIPMENTS:-

The contractor shall arrange and operate at his own cost, all necessary tools, plants, machineries for successful and timely completion of the work.

If equipment, tools and plants, brought by the contractor are not suitable for the work concerned, the Engineer shall have the right to order the contractor to replace them by suitable plants/equipments.

The contractor shall be required to give a trial run of the equipments for establishing their capability to achieve the laid down specifications and tolerance to the entire satisfaction of the Engineer before commencement of any work.

All equipments provided shall be of proven efficiency and shall be operated and maintained at all times in a manner acceptable to Engineer-in-charge. Preventive maintenance of equipment shall be resorted to avoid break down during progress of work.

No equipment or personals shall be removed from site without permission of Engineer-in-charge.

14.0 SUPPLY OF ELECTRIC POWER:-

14.1 The electricity for the work required for construction purpose shall be supplied by DMRC free of cost.

15.0 SAFETY PROVISION FOR CARRYING OUT WORKS:-

15.1 PROTECTION OF WORK:-

While executing the contract the contractor shall take all precautionary measures in order to ensure safe working conditions ensuring protection of his own personnel and DMRC representative posted at Site..



DELHI METRO RAIL CORPORATION LIMITED

**C GENERAL CONDITIONS OF
CONTRACT**
(To be Provided on Demand)

**DELHI METRO RAIL CORPORATION LTD.
OFFICE OF CHIEF PROJECT MANAGER-3, TUGLAK CRESCENT PARK,
TUGLAK ROAD, NEW DELHI-110011**



DELHI METRO RAIL CORPORATION LIMITED

F BILL OF QUANTITIES

**DELHI METRO RAIL CORPORATION LTD.
OFFICE OF CHIEF PROJECT MANAGER-3, TUGLAK CRESCENT PARK,
TUGLAK ROAD, NEW DELHI-110011**

PRICED BILL OF QUANTITIES

1. This Bill of Quantities shall be read in conjunction with the Instructions to tenderers. General and Special Conditions of Contract, Notice inviting Tenders, Technical Specifications and conceptual/ Layout drawings and other Engineering drawings supplied.
2. The rates and prices tendered in the priced bill of quantities are for completed and finished item of work and complete in all respects. It will be deemed to include all plant, labour, supervision, materials, transport, including all leads, lifts, ascents, descants, crossing of nallahas, Rly. tracks and any other obstructions etc. unloading, loading, handling, rehandling, taxes, octroi, royalty and compensation etc. all temporary works, erection, maintenance, contractor's profit and establishment/ over heads, together with all general risks, insurance liabilities and obligations set out or implied in the contract. Nothing extra to the rates, shown herein after will be paid an any account what-so-ever.
3. Errors will be corrected by the employer for any arithmetic errors in computation or summation as indicated in clause 22 of instructions to tenderers.
4. All columns in BOQ shall be filled in indelible ink or type written and total tender amount shown in the bottom . The person authorised to sign on behalf of the Tenderer shall sign in full with the date at the bottom of all pages and at the end of all schedule.
5. The recovery of Income Tax under section 194-C of the Income Tax Act 1961 is to be made from the contractor's bills.
6. The recovery of Sales Tax is to be made from the contractor's bills as per rules.
7. The quantity mentioned above is approximate, DMRC reserves the right to alter the quantity as per actual requirements and nothing extra will be paid over and above the quoted rates.
8. I/we clearly understand that I/we am/are not entitled to any other payment on account what-so-ever except at the tendered rates for fully completed works as per conditions of contract.
9. The tenderer is required to quote in percentage above/below/par on the rates of Schedule 'A' and schedule 'B' for Civil Woks. Approximate quantities are given in both schedule 'A' and 'B'. The Tenderer is also required to add quoted amount of Schedule 'A' & and 'B' to arrive at total quoted amount of both the Schedule '(A+B)' in words and figures.

10. The tenderer is required to quote in percentage above/below/par on the rates of Schedule 'A' schedule 'B' and Schedule 'C' for Electrical Woks. Approximate quantities are given in both schedule 'A' , 'B' and 'C'. The Tenderer is also required to add quoted amount of Schedule 'A' , 'B' and subtract quoted amount of schedule 'C' to arrive at Total (Net) quoted amount of electrical Items' in words and figures.
11. Finally Grand Total of Civil And Electrical items should be arrived at by adding the Total (final) amounts in paragraph No 9 and paragraph No 10 above. Grand Total amount should be written in words and figures.

PRICED BILL OF QUANTITIES

NOTE :

1. Please refer different chapters of DSR (CPWD) 2007.
2. Description of items approximate quantities and costs based on DSR 2007 (CPWD) are given in PART-A
3. The Contractor is to quote percentage above / below/at par on DSR 2007 items for Schedule-A and NDSR items as per Schedule-B for Civil Works and DSR 2007 items for Schedule-A and NDSR items as per Schedule-B and Schedule C for Electrical Items.
4. The tenderers are required to fill the rates in figures and words .
5. All columns in price bill shall be filled in indelible ink or type written.

WORK EXPERIENCE

NAME OF THE TENDERER:

1. Name of work	
2. Agreement / contract No.	
3. Client	
4. Scope / Nature of work	
5. Date of start	
6. Stipulated date of completion	
7. Actual date of completion	
8. Total value of work done on completion up to 31.01.2012	
9. Value of work done of component of similar work i.e. “.....(<i>nature of work experience as per clause 1.1.3.2 (A)</i>)”	
10. Ref to client’s completion certificate	

NOTE:

1. Separate Performa shall be used for each work. Details of only similar works prescribed in the minimum eligibility criteria shall be submitted.
2. Only the value of contract as executed by the tenderer in his own name should be indicated.
3. All the details should be supported by documentary proof e.g. completion certificates from client and concerned Consultant/Architect otherwise it will not be considered.
4. ***In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all***

payments received and copy of final/last bill paid by client shall be submitted.

ANNEXURE- 2

FINANCIAL DATA
(FINANCIAL STANDING)

NAME OF THE TENDERER:

(All Amounts In Lakhs)

S. No.	Description	Financial Data for Latest Last 3 Audited Financial Years		
		Year 2008-09	Year 2009-10	Year 2010-11
1.	Total Assets			
2.	Current Assets			
3.	Total Liabilities			
4.	Current Liabilities			
5.	Profits Before Taxes			
6.	Profits After Taxes			
7.	Net Worth [= 1 -3]			
8.	Working Capital [=2 - 4]			
9.	Annual Turnover			

NOTE:

1. Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above.
2. All such documents reflect the financial data of the tenderer .
3. The financial data in above prescribed format shall be certified by Chartered Accountant /Company Auditor under his signature & stamp.

ANNEXURE- 3A

FINANCIAL DATA
(CONSTRUCTION WORK DONE DURING THE LAST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER:

(All amounts in Lakhs)

S. No.	Description	Financial Data for Last 5 Audited Financial Years					
		Year 2005-06	Year 2006-07	Year 2007-08	Year 2008-09	Year 2009-10	Year 2010-11
1	2	3	4	5	6	7	8
1.	Total value of work done as per audited financial statements						

NOTE:

1. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
2. All such documents reflect the financial data of the tenderer and not that of sister or parent company.
3. The financial data in above prescribed format shall be certified by Chartered Accountant /Company Auditor under his signature & stamp.
4. The above financial data will be updated to **31.01.2012** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.

ANNEXURE- 3B

FINANCIAL DATA
(EXISTING COMMITMENTS FOR ON-GOING CONSTRUCTION WORKS)

NAME OF THE TENDERER:

(All amounts in Lakhs)

Name and brief particulars of contracts for ongoing construction works	Contract Value	Value of balance work yet to be done (as on 31.01.2012)	Estimated Completion Date	Value of existing commitments for on-going construction works during Period 12 months w.e.f. 31.01.2012		
				2012-13 (1 st February'12 to 31 st March'12)	2012-13 (1 st April'12 to 31 st December'12)	2013-14
						NA
TOTAL (FOR ALL ONGOING WORKS)						

NOTE:

1. Tenderer should provide information on their current commitments for 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 even if completion of such works spills over beyond completion period of this contract.

2. The financial data in above prescribed format shall be certified by Chartered Accountant /Company Auditor under his signature & stamp.

ANNEXURE- 4

UNDERTAKING FOR NOT BLACKLISTED

We do hereby undertake that we have not been blacklisted or deregistered by any central / state government department or public sector undertaking and also that none of our work was rescinded by the client after award of contract during last 10 years.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

ANNEXURE- 5

UNDERTAKING FOR NON INVOLVEMENT IN CORRUPT PRACTICES

We do hereby undertake that we, or any of our associate, have not engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and 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.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
