DELI METRO RAIL CORPORATION LTD.
(A Joint Venture of Govt. of India & Govt. of NCT, Delhi)

“Fixing of PVC Net, Self Fusing High Voltage Insulation Tape & Catenary Sleeve (MVLC) on Main line in Delhi Metro Rail Corporation Ltd.”

* NOTICE INVITING TENDER
* INSTRUCTIONS TO TENDERER
* SPECIAL CONDITIONS OF CONTRACT
* OTHER TERMS AND CONDITIONS
* BILL OF QUANTITY

No. DMRC/O&M/TR/MKC/PVC NET/ETR0012015
SECTION 1

NOTICE INVITING TENDER

1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. Invites sealed open tender for “Fixing of PVC Net, Self Fusing High Voltage Insulation Tape & Catenary Sleeve (MVLC) on Mainline in Delhi Metro Rail Corporation Ltd.”

1.1.1 The details of the Tender are as per following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated cost of work</td>
<td>₹ 21,43,379/- (inclusive of all taxes)</td>
</tr>
<tr>
<td>Tender Security amount</td>
<td>₹ 42,868/-</td>
</tr>
<tr>
<td>Cost of Tender form (Non-Refundable)</td>
<td>₹ 5,250 /- (₹ 5,000/- plus 5% VAT)</td>
</tr>
<tr>
<td>Completion period of the Work</td>
<td>6 months (from 10th day of issue of letter of acceptance)</td>
</tr>
<tr>
<td>Tender documents on sale</td>
<td>09.02.2015 to 09.03.2015 (on working days between 10:00 hrs to 17:00 hrs)</td>
</tr>
<tr>
<td>Date &amp; time of Submission of Tender</td>
<td>16.03.2015 up to 15:30 hrs.</td>
</tr>
<tr>
<td>Date &amp; time of opening of Tender</td>
<td>16.03.2015 at 16:00 hrs.</td>
</tr>
</tbody>
</table>

The tender documents (non-transferable) can only be obtained from the office of Joint General Manager/Traction, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhambaa Road, New Delhi-110001. Payment shall be made by demand draft drawn in favor of DMRC Ltd, payable at New Delhi.

1.2 POINTS TO BE NOTED

1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.

1.2.2 This tender is open to contractor having experience in this field for not less than 3 years and having completed one single work of similar nature of at least 80% of estimated value of contract or two similar works, each of at least 50% of estimated value of contract or three similar works, each of at least 40% of estimated value of contract in Govt. / Semi Govt. / PSU / Private Metro Railway Organization during last 5 years ending Dec-2014.

The tender will be issued only to those tenderers who will submit the related experience, completion certificates of desired value, self attested copies of VAT / Service Tax registration certificate, PAN No. along with the Demand draft against the cost of tender.

Similar Nature of Work: “Installation/Erection/Commissioning of OHE/PSI Installations or other electrical work”.

NOTE:

1. Successful completed portion of ongoing works shall also be considered for qualifying the eligible criteria.

2. Following documents shall be considered for evaluating the criteria of work experience:

   a. Self attested copies of work order, BOQ along with completion certificate issued by the client preferably on their letter head for completed work.
b. Self attested copies of work order, BOQ and latest certificate issued by along with completion certificate issued by the client preferably on their letter head for quantum of work executed for work under progress.

1.2.3 The mere fact that the tenderer is Pre-qualified as shall not imply that his bid shall automatically be accepted. The same should contain all Financial & other details as required for the consideration of tender.

1.2.4 **Financial Standing (Annual Turnover):** Applicants average Annual Turnover of last three audited financial years should be equal to or more than 80% of estimated cost of work.

1.2.5 Applicant must not have been blacklisted or deregistered by any Govt. or public sector undertaking during last five years.

1.2.6 Net worth of applicants should be positive.

1.2.7 Tender document consists of the following:
   a. Notice Inviting Tender - consisting of
      i. Notice Inviting Tender
      ii. Scope of Work
      iii. Tender prices
   b. Instructions to Tenderers
   c. General Conditions of Contract
   d. Special Conditions of Contract
   e. Bill of Quantities.

1.2.8 The tenderers may obtain further information in respect of these tender documents from the office of **Joint General Manager /Traction, 2nd Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001**

1.2.9 Tenderer is cautioned that the tender containing any material deviation from the tender document which consists of NIT, Instructions to tenderers, General conditions of contract, Special conditions of contract, Bill of quantities is liable to be summarily rejected as non-responsive.

1.2.10 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.

1.2.11 Tenderers are advised to visit the site before offering their rates.

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**(SUBODH PANDEY)**
JGM / Traction

Delhi Metro Rail Corporation Ltd
2nd floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi-110001
SECTION 2

SCOPE OF WORK

The contractor will execute the work i.e. “Fixing of PVC Net, Self Fusing High Voltage Insulation Tape & Catenary Sleeve (MVLC) on Main line in Delhi Metro Rail Corporation Ltd.”

2.1 Brief Scope

The contractor will execute the work i.e. “Fixing of PVC Net, Self Fusing High Voltage Insulation Tape & Catenary Sleeve (MVLC) on Main line in Delhi Metro Rail Corporation Ltd.”

The work may be required to be carried out during power block in non-revenue hours.

2.1.1 The scope of work includes the following:

1. Work involves Fixing of PVC net inside of B series mast & same is to be secured at equal distance of 30cm from top of the mast up to bottom fittings in all lines.

2. Work involves Fixing of PVC net inside complete Portal boom & up to bottom fittings of cantilever on both uprights. Same is to be secured at equal distance of 30cm in all lines.

3. Providing Medium Voltage Line Cover (Make-Raychem) on catenary wire 1.5 meter either side under portal & securing of the same at 03 places so that it should not slide on its own.

4. Providing of self fusing HV insulation tape as per recommendation of the manufacturer on locations where less clearances or as recommended by DMRC.

5. The contractor has to fix PVC Net, Self Fusing high voltage tape & Catenary sleeve (MVLC) on main line by using his own manpower, tools & equipments. No T&P, Catenary Maintenance vehicle (CMV) or any other vehicle shall be provided by DMRC. The work is to be executed with the help of ladder, etc at site.

6. Contractor shall deploy multiple teams per line (but not less than two teams per line) on each day for which power block shall be arranged by DMRC.

7. PVC nets, binding wires, Self fusing high voltage tapes & Catenary sleeves (MVLC) with tie shall be provided by DMRC to the contractor on advance request by the contractor.

8. The work is to be carried out during non-revenue hours under supervision of DMRC Engineer who shall also arrange PTW and power block.

9. The work shall be carried out in night during non revenue hours in power block conditions. The time for actual work may be less than the power block/permit to work duration. This is due to the fact that work site may be away from the location from where PTW is issued. No compensation/extra payment shall be made in this account.

10. Since the work is to be performed on line which is used for passengers services, it will be responsibility of contractor to ensure that OHE is made fit and operational at least 30 minutes before scheduled time of cancellation of PTW & power block. Any delay in train services due to contractor's negligence shall lead to penalty to contractor. Penalty in such cases shall be assessed separately but will be limited to 10% of contract value.

11. There may be cases when the scheduled permit to work may be cancelled even after contractor manpower reaches the site of work & no work may be performed in that night. No compensation shall be paid for such cases.
12. Arrangement of light at site of work complete with fixture etc. if required for illumination at site of work during non-revenue hrs. at night shall be arranged by the contractor. No extra payment shall be made in this account.

13. The contractor team shall be equipped with necessary communication facility at site of work. There should be at least one supervisor who will control his man-power & obtain necessary instruction from DMRC’s representative/supervisor at site of work.

14. DMRC’s engineer in-charge / representative shall verify the installation during & after completion of work each day and prepared report in triplicate. A copy of report shall be handed over to contractor which will be produced along with the bill.

15. Contractor’s staff shall obey all the safety rules applicable for such works in DMRC. They shall also fill an indemnity bond before entering into the track.

16. Contractor is advised to familiarize himself with the site & nature of work involved before quoting of rates.

17. Any damage/breakage to the DMRC property during the execution of work will be at the risk & cost of the contractor.

18. Tentative bifurcation of work “Fixing of PVC Net, Self Fusing High Voltage Insulation Tape & Catenary Sleeve (MVLC) on Main line in Delhi Metro Rail Corporation Ltd.” in different line is given below as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Job</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>L-1</td>
</tr>
<tr>
<td>1</td>
<td>PVC net providing in B Series Mast in all lines</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>PVC net providing in Portal boom in all lines</td>
<td>95</td>
</tr>
<tr>
<td>3</td>
<td>Catenary sleeve providing under portal</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Provision of self fusing HV tape on OHE loc.</td>
<td>0</td>
</tr>
</tbody>
</table>

2.1.2 DMRC is an ISO-14001 & OHSAS 18001 certified Organization for Environment, Health & safety. The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.
SECTION 3

TENDER PRICES AND
SCHEDULE OF PAYMENT

3.1 Tender Prices

3.1.1 a. unless explicitly stated otherwise in the Tender Documents, the contractor shall be responsible for the whole works, based on the Bill of Quantities and payment shall be as per accepted rates based on the activities carried out as in the Schedule of work.

b. The rate quoted by the tenderer shall be inclusive of all duties, taxes, fees, octroi and other levies, materials, labour to & fro transportation of material and labour charges etc. Service Tax, however shall be shown separately in the BOQ.

3.1.2 Schedule of Payment

A) Payment shall be made through running bills and final bill as per progress of work. Minimum work for R/A bills shall be 30% of completion of work.

B) The payment shall be made subjected to submission of jointly signed report of DMRC Engineer in charge & your representative.

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

D) Joint report with concerned officer / staff shall be made in triplicate duly signed by field staff and concerned officer. Bill along with copy of joint report shall be submitted to MGR/TR-3 & 4 for verification and processing the bill for payment.
“Provide PVC Net, Self Fusing high voltage tape & Catenary sleeve (MVLC) on main line in Delhi Metro Rail Corporation Ltd.”

INSTRUCTIONS TO TENDERERS

1.0 GENERAL

1.1 INTRODUCTION

Sealed open tenders are invited for "Provide PVC Net, Self Fusing high voltage tape & Catenary sleeve (MVLC) on main line in Delhi Metro Rail Corporation Ltd.” hereinafter called the ‘Employer’, for Works in accordance with this Tender Package. The tender papers consist of the following documents, along with their annexure, appendices, addenda and errata if any.

- Notice Inviting Tender (NIT)
- Instructions to Tenderers (ITT)
- Special Conditions of Contract (SCC)
- General Conditions of Contract (GCC)
- Demand Draft for Tender Security
- Other relevant supporting documents
- Bill of Quantities

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

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

Joint General Manager/Traction, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-11001

1.3 Some essential data/requirements pertaining to this Tender along with reference to Clause number of this volume where full details have been given are detailed below.

a. Tender Security” to be furnished by the Tenderer: Amount as per NIT.

b. Tenders will be accepted in the office of Joint General Manager/Traction only. Late or delayed tenders will not be accepted under any circumstances.

c. Date of opening of the Tender Package: As per NIT.

d. Period for which the tender is to be kept valid: As per clause-11.0

2.0 POST QUALIFICATION REQUIREMENTS

This invitation to open tenderers for "Fixing of PVC Net, Self Fusing High Voltage Insulation Tape & Catenary Sleeve (MVLC) on Mainline in Delhi Metro Rail Corporation Ltd.”

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

2.3 The tender, and, in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.

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

3.0 COST OF TENDERING

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

4.0 SITE VISIT

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

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

TENDER DOCUMENTS

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

6.0 AMENDMENT TO TENDER DOCUMENTS

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

6.2 The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, on or prior of opening of Tender. This communication will be in writing or by telefax and the same shall be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by telefax to the Engineer.

PREPARATION OF TENDERS

7.0 LANGUAGE OF TENDER

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

8.0 DOCUMENTS COMPRISING THE TENDER

8.1 TENDER PACKAGE

8.1.1 The Tender package shall be sealed and addressed to Joint General Manager / Traction, DMRC duly superscribed with name of work, time and date for submission and time and date for opening. The envelope should also bear the name and address of the tenderer.

8.1.2 The Tender package will comprise of Two envelopes namely Envelope-A & Envelope –B.

Envelope-A

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

Envelope-B

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

a) Total value of similar works executed for the last three financial years along may be given in the format prescribed (Form T-V).

b) Attested copies of the PAN. No. under income Tax Act, ESI & PF Registration No., Sale tax registration certificate and /or service tax registration certificate whichever applicable.

c) Tender documents as listed below:
   i. Notice Inviting Tender
   ii. Instructions to Tenderers
   iii. Special Conditions of Contract
   iv. Other Terms & Conditions

d) Statement of deviations from tender documents (Form C).

e) Bill of Quantities (BOQ)

f) Experience record of similar works during the last three years and in progress on date may be furnished in the format prescribed (Form T-II).

g) Attested copies of the PAN. No. under income Tax Act, PF registration certificate and ESI Registration certificate, VAT/Sales Tax Registration Certificate as applicable. “As per Delhi VAT Act, the party who is executing work in Delhi has to have registration with VAT authorities of Delhi. If a tenderer is outside Delhi intends to participate in DMRC tender, he can be permitted provided he gives an undertaking to the fact that he will get himself registered with Delhi VAT authorities, in the event of issue of Letter of acceptance to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Delhi Sales Tax / Delhi VAT Department payment shall not be released.”
8.2 The prices shall be entered in the Form of Tender and the BOQ enclosed in words as well figures. These prices should include all costs associated with the contract.

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

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

9.0 TENDER PRICES

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

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

10.0 CURRENCIES OF THE TENDER

10.1 Tender prices shall be quoted in Indian Rupees only.

11.0 TENDER VALIDITY

11.1 The tender shall remain valid and open for acceptance for a period of 90 days from the Last date of submission of tender.

11.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer/the Engineer may request the tenderers for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telefax. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

12.0 TENDER SECURITY

12.1 The tenderer shall furnish, as tender security, an amount as mentioned in NIT.

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

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

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

12.5 The tender security of the successful tenderer shall be returned upon the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in this Tender Document.

12.6 The tender security shall be forfeited:

1. If a Tenderer withdraws his tender during the period of tender validity, or

2. If the Tenderer does not accept the correction of his tendered price in terms of Clause 3.

3. In the case of a successful tenderer, if he fails to:
   a. Furnish the necessary performance guarantee for performance.
   b. Enter into the Contract within the time limit specified in Clause 26.0
   c. Commence the work as per Terms and Conditions of Tender after issuance of LOA.

12.7 No interest will be payable by the Employer on the tender security amount cited above.

13.0 FORMAT AND SIGNING OF TENDERS

13.1.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

13.1.2 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
13.2 The documents required to be submitted by the Tenderer will be as described under Clause 8.0 herein.

13.3 Entries to be filled in by the Tenderer shall be typed or written in indelible ink. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page of printed documents should be initialed at the bottom by the person submitting the tender along with the date of initialing.

13.4 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments/corrections shall be initialed by the person signing the tender.

13.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

**SUBMISSION OF TENDERS**

14.0 **SEALING AND MARKING OF TENDERS**

14.1 The Tenderer shall follow the procedure as indicated below:

14.1.1 Each tender will be submitted in one set which shall contain documents as detailed in Appendix - I.

14.1.2 The contents of Tender Package shall be as detailed under Clauses 8.0 hereon.

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

15.0 **SUBMISSION OF TENDERS**

15.1 Tenders should be submitted in the tender box kept at the following address:

**Joint General Manager/Traction, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001** on date and time as mentioned in NIT.

15.2 Tenders shall be submitted in person to the Office of DMRC. The Engineer/Employer cannot take any cognizance and shall not be responsible for delay in transit.

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

16.0 **LATE TENDERS**

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

**TENDER OPENING AND EVALUATION**

17.0 **TENDER OPENING**

17.1 The Employer or his authorized representative will open the Tender package in the presence of tenderer or their Authorized representatives on date and time as mentioned in of NIT in the office of Joint General Manager/Traction, 2nd Floor,Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Tender at the same time. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.

17.2 The tenderer 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.

18.0 **PROCESS TO BE CONFIDENTIAL**

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

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

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

20.0 **DETERMINATION OF RESPONSIVENESS**

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

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

20.3 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 or infirmity. However minor clarifications if required may be asked from the Tenderer.

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

21.0 **EVALUATION OF TENDER**

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

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

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

   a) Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0

   b) Such other factors of administrative nature as the Employer/Engineer may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

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

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

22.0 **CORRECTION OF ERRORS**

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

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

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

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

23.0 AWARD CRITERIA

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

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

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

25.0 NOTIFICATION OF AWARD

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

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

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

26.0 SIGNING OF AGREEMENT

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

27.0 PERFORMANCE SECURITY

27.1 Within 30 days of receipt of the letter of Acceptance the successful Tenderer shall furnish performance security in the form of a bank guarantee from branch in India of a schedules foreign bank or from a scheduled commercial bank in India (Appendix-II) acceptable to the employer for an amount of 10% of contract value in types & proportions of currencies in which the contract Price is payable. The approved from provided in the "Instructions to Tenderers" documents, or any other form approved by the Employer shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to Defect Liability Period. If the bank guarantee not submitted within stipulated time 10% will be deducted from the first running bill.

28.0 Cancellation of Letter of Acceptance (LOA) and Form of Tender.

28.1 In case Successful Tenderer fails to commence the work (for whatsoever reasons) as per Terms and Conditions of Tender after issuance of LOA then the LOA shall be cancelled and the tender security shall be forfeited.

29.0 Defect Liability Period

29.1 Warranty Period shall be for 12 months from the date of issue of Completion Certificate, for all work carried out by the contractor.
INDEX ON

PROFORMA OF FORMS

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   Check list of documents to be submitted with the tender

2. APPENDIX - II
   List of Scheduled Banks in India (Public Sector)

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

   FORM
   i. Form of Tender with Appendix A
      ii. Performa for Statement of Deviations C
      iii. Form of Performance Security (Guarantee) by Bank D
      iv. Form of Agreement E

4. PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS

   FORM
   i. General Information T-I
      ii. Experience Record T-II
      iii. Resources Proposed for the Work-Personnel T-III
      iv. Resources for the works - Machinery & Equipment T-IV
      v. Financial Data T-V
## APPENDIX I

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

*COMPILED FROM THE PROVISIONS IN THIS VOLUME*

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Document</th>
<th>Reference to Clause No. of &quot;Instructions to Tenderers&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>TENDER PACKAGE COMPRISING OF:</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Tender Security</td>
<td>12.0</td>
</tr>
<tr>
<td>2.</td>
<td>Tender documents</td>
<td>8.0</td>
</tr>
<tr>
<td>3.</td>
<td>Power of attorney for individuals signing on behalf of Company/Firm Or</td>
<td>2.4 &amp; 13.0</td>
</tr>
<tr>
<td></td>
<td>Power of attorney in favour of the leading member of Joint Venture /</td>
<td>2.4 &amp; 13.0</td>
</tr>
<tr>
<td></td>
<td>Consortium.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Financial Data <em>(Form T-V)</em></td>
<td>8.1.1 (a)</td>
</tr>
<tr>
<td>5.</td>
<td>Self attested copies of the following documents:</td>
<td>8.1.1 (b) &amp; (g)</td>
</tr>
<tr>
<td></td>
<td>i.  Pan No. as per Income Tax Act.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Sales Tax Registration Certificate / VAT Registration Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. Service Tax Registration Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv. PF Registration No./ Exemption undertaking</td>
<td></td>
</tr>
<tr>
<td></td>
<td>v. ESI Registration No. / Exemption undertaking</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Statement of deviations from Tender Documents <em>(Form C)</em></td>
<td>8.1.1(d)</td>
</tr>
<tr>
<td>7.</td>
<td>Experience record <em>(Form T-II).</em></td>
<td>8.1.1(f)</td>
</tr>
<tr>
<td>8.</td>
<td>Bill of Quantities</td>
<td>8.1.1(e)</td>
</tr>
</tbody>
</table>
APPENDIX II

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

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

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

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

The following are the Scheduled Foreign Banks in India

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

Note:  
   i. The Appendix forms part of the Tender  
   ii. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

Name of Work: As in the NIT clause No. 1.1.1

To,  
Joint General Manager/ Traction,  
Delhi Metro Rail Corporation,  
2nd Floor, Metro Bhawan,  
Fire Brigade Lane,  
Barakhamba Road, New Delhi-110001

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the amount indicated in BOQ.

2. We acknowledge that the Appendix forms an integral part of the Tender.

3. We undertake, if our Tender is accepted, to commence the works within 10 days of issue of the LOA to commence and to complete the whole of the Works comprised in the Contract within 06 months calculated from the 10th day of Issue of LOA, as indicated in the Appendix.

4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 15.0 of the General Conditions of the Contract and as indicated in the Appendix.

5. We have independently considered the amount shown Clause 57.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

6. We agree to abide by this Tender for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.

9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

10. We understand that you are not bound to accept the lowest or any tender you may receive.

11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
FORM A

PAGE 2 OF 3

Dated this........day of.......... 2015

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

Condition of Contract
Clause No.

i. Amount of Bank Guarantee as Performance Security 27.0 of ITT

ii. Contract Period from the date of issue of LOA 1.1.1 of NIT

Signature of authorized signatory on behalf of Tenderer

Date .......... Name .................
Place ............ Address .................
# PROFORMA FOR STATEMENT OF DEVIATIONS

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remark (Including justification)</th>
<th>Price adjustment for withdrawal of each deviation/s.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remark (Including justification)</th>
<th>Price adjustment for withdrawal of each deviation/s.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating ‘No Deviations’.

2. The tenderer shall indicate price adjustment against each deviation, which he shall like to add to the tender price for withdrawing unconditionally his deviations if the same are unacceptable to the Employer.

Signature of Tenderer
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of __________ 2015 between Bank of _______________ (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.

2. Whereas Delhi Metro Rail Corporation Limited has awarded the Contract for _______________ (Name of the Contractor) (hereinafter called “the Contractor”).

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. ____________________________ (Amount in figures and words).

4. Now we the Undersigned _______________ (Name of the Bank) being fully 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 without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid for a period of 21 Months (6+12+3) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 15 months (12+3) longer than the anticipated expiry date of Contract period.

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the __________day of ______ (Month) 2015 being herewith duly authorized.

For and on behalf of

the__________________________Bank.

Signature of authorized Bank official

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

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

Witness 1.
Signature ______________________
Name ______________________
Address ______________________

Witness 2.
Signature ______________________
Name ______________________
Address ______________________
FORM OF AGREEMENT

This Agreement is made on the __________ day of __________ 2015 Between Delhi Metro Rail Corporation Limited, Joint General Manager / Traction, 2nd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 hereinafter called “the Employer” of the one part and ___________________ (Name and Address of Contractor) hereinafter called “the Contractor” of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   (a) Letter of acceptance
   (b) General Conditions of Contract
   (c) Special Conditions of Contract
   (d) Notice Inviting Tender
   (e) Specifications & Drawings
   (f) Bill of Quantities
   (g) Form of Tender with Appendix
   (h) Addendums, if any
   (i) Other conditions agreed to and documented as listed below:

   (i) Statement of deviations (if applicable)
   (ii) Any other item as applicable

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **_________ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_________ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. **OBLIGATION OF THE CONTRACTOR**

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

6. **JURISDICTION OF COURT**

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

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

For and on behalf of the Contractor

Signature of the authorized 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 __________________________ Name

on behalf of the Contractor in the presence of:

Witness __________________________

Name __________________________

Address________________________

By the said __________________________ Name

on behalf of the Employer in the presence of:

Witness __________________________

Name __________________________

Address________________________

Note:

+ To be made out by the Employer at the time of finalization of the Form of Agreement.

** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

*** to be deleted if not applicable
GENERAL INFORMATION

Notes:

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

1. Names of participating member
   (a) 

2. Address, telephone, telefax, cable numbers
   Registered Office | Office for correspondence
   (a) 
   (b) 
   (c) 

3. Contact persons address, telephone etc.
   (a) 
   (b) 
   (c) 

## EXPERIENCERECORD

1. Details of experience in similar work etc.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Period</th>
<th>Details of work handled</th>
<th>Total Cost of work in Rs.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
</tr>
</tbody>
</table>

Notes:

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

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

iii) Additional pages may be attached if required.

iv) All the pages must be signed by the authorize signatory of the tenderer.
### DETAILS OF PERSONNEL

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation</th>
<th>No. of Personnel Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engineer</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Supervisors</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technician</td>
<td></td>
</tr>
</tbody>
</table>
## Resources for the works - Machinery & Equipment

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description Of Machines/Equipments</th>
<th>Nos. available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
# FINANCIAL DATA

Total value of Installation/erection/commissioning of OHE Installation work done during the period 2011-2012 to 2013-2014.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>2011-2012</th>
<th>2012-2013</th>
<th>2013-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td></td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
</tr>
<tr>
<td>1.</td>
<td>Total value of work done</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


### FINANCIAL DATA
(Rrefer Clause 8.1.1)

#### List of all Ongoing Contracts

<table>
<thead>
<tr>
<th>Name of the applicant (constituent member in case of Group)</th>
<th>Total number of works in hand</th>
<th>Number of contracts of each type</th>
<th>Number for which applicant went in for</th>
<th>Number of contracts in which date of completion given in the original has already burst</th>
<th>Total value of balance works yet to be done in Rupee equivalent as on 31/03/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Arbitration</td>
<td>litigation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

1. **Advance Payment**: No Advance of any type shall be paid.

2. **Price Variation Clause**: The Price Variation Clause is not applicable in this contract. The rate quoted shall be as per BOQ indicating VAT & Service Tax separately.

3. **Termination of Contract**: If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days notice to the Contractor.

4. **Safety of Personnel**: The Contractor will take full responsibility for the Safety of his Staff, Materials etc.

5. **Quantity Variation Clause**: The quantity of work to be executed is as per attached bill of quantity. However, quantity may vary by +/- 25% on the sole discretion of DMRC.

6. Any Damage/Breakage to the DMRC property during the execution of work will be at the risk & cost of the Contractor & in this regard The DMRC’ decision will be final regarding amount of damage/breakage etc. The amount will be deducted from contractor’s bill.

7. Materials identified as such by the Engineer and advised to the contractor, shall not be dispatched from the site without written authority from the Engineer.

8. **Penalty**: If any of the work is not completed properly or found of poor quality penalty shall be imposed upto 10% of the total cost of the contract.

9. The contractor shall on request of Engineer-in-charge forthwith remove from the works any person employed thereon by him who in the opinion of Engineer-in-charge may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Engineer-in-charge.

10. Work under power block can be stopped in emergency at any time during exigencies for which nothing shall be paid extra.

11. The DMRC may make minor alterations/additions/substitutions in the specifications/ scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized DMRC’ representative. No extra payment shall be payable on this account.

12. Complete time schedule shall be given by the contractor in advance to concerned engineer-in-charge. However, availability of site shall be informed by engineer-in-charge.
Other Terms and Conditions

1. Only authorized staff of Contractor having proper Photo Identity Card issued by the Contractor and with Permission granted by DMRC, shall be permitted to work "Fixing of PVC Net, Self Fusing High Voltage Insulation Tape & Catenary Sleeve (MVLC) on Mainline in Delhi Metro Rail Corporation Ltd." The contractor will have to submit the list of the Authorized staff along with a set of the Photo Identity Cards to whom permission will be required to be issued by DMRC.

2. The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.

3. The Contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages, PF, ESI and any other dues etc including all amendments issued by the Govt. from time to time. Being a Principal Employer, DMRC may ask to submit documents in original.

4. No T&Ps shall be issued to the contractor. All T&Ps, Instruments, Machines, etc. will be brought by the Contractor only. The cost of all these items shall be borne by the contractor.

5. Labour - No labour shall be provided by DMRC.

6. Transport: No separate charges will be paid for transport.

7. The manpower can also be deployed during OFF days/ holidays / night hours as per site requirements for which nothing shall be paid extra.

8. The work is to be carried out as per the recommendation of manufacturers.

9. The DMRC' General Conditions of Contract with all amendments will be applicable. Contractors may see GCC in O/o JGM/TR, if required.

10. The successful tenderer has to provide the following information required for e-payment.
    a. Details of your organization in the format enclosed (Annexure-B) herewith duly verified along with attestation of concerned bank.
    b. A copy of cancelled cheque issued by the bank.
    c. Duly filled Vendor Master Data Creation / Change Request Form
CERTIFICATE BY CONTRACTOR

1. In compliance to the provision of the minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us, I/We hereby declare that the labour engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, Cooperation is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour / labours.

2. Certified that EPF, Payment of wages act, 1948, workmen compensation Act, 1923 Contraction Labour Act, 1938, Factories Act, 1948 have been fully complied with by me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.

Signature and seal of contractor
### Annexure – B

1. **Contract / LOA / Agreement No.:**

2. **Beneficiary Name:**

3. **Beneficiary Address:**

   | Line-1: |  |
   | Line-2: |  |
   | District / City: | State / UT: |
   | PIN CIDE: | Tele / Fax: |
   | Mobile Alert: |  |
   | 1. |  |
   | 2. |  |
   | 3. |  |
   | 4. |  |

4. **Bank Details:**

   | Bank Name: |  |
   | Branch Address: |  |
   | Beneficiary A/c No.: |  |
   | Beneficiary A/c Type (Saving / Current): |  |
   | Beneficiary A/c Name: |  |
   | 9-Digit Branch MICR Code: |  |
   | IFSC Code of the Branch |  |

Stamp & Signature of Authorized Signatory
## VENDOR MASTER DATA CREATION / CHANGE REQUEST FORM

| Account Group (In case of New Vendor Creation Only) |  |
| Purchasing Organization (In case of New Vendor Creation Only) |  |
| VENDOR NUMBER (In case of Change Only) |  |
| NAME # | Name |
| Title |  |
| SEARCH TERM % | Search Term |
| STREET ADDRESS # | Street / House No. |
| Postal Code / City | Country |
| COMMUNICATION # | Telephone No. |
| Fax No. | Mobile No. |
| E-Mail |  |
| TAX INFORMATION # | VAT Registration No. |
| PAN Number |  |
| BANK DETAIL # | Bank Name |
| Branch Address | Country |
| Beneficiary A/c Type (Saving / Current) | Beneficiary A/c Name |
| Beneficiary A/c Number | Branch MICR Code (Optional) |
| Branch IFSC Code | Bank Key |
| ALTERNATIVE PAYEE IN DOCUMENT % | Permitted Payee, if any |
| ACCOUNTING INFORMATION % | Reconciliation Account |
| Sort Key | Cash Management Group |
| PAYMENT DATA % | Payment Terms |
| Chk Cashing Time | AUTOMATIC PAYMENT TRANSACTIONS % |
| Payment Method | House Bank |
| WITHHOLDING TAX INFORMATION % | Withholding Tax Type (Separated by comma in case of more than one) |
| W/Tax Code | Liable (Y / N) |
| Rec. Type | W / Tax ID |

* Bank Details except Bank Key is required to be verified by the Bank on its letter head duly signed and stamped. (Certificate to be enclosed along with the request)

# Attached documentary proof (Copy of LOA, PAN Card Copy etc.)

% To be filled in by concerned finance office.

All data to be filled in CAPITAL Letters only.

Official Initiating Request; (Dy. HOD of Executive Department) | Official approving Request (Dy. HOD of Concerned Finance) |
| Signature |  |
| Name | Name |
| Designation | Designation |
| Mobile Number | Mobile Number |

For Use in Corporate Finance Office

Vendor Number Generated in SAP (In case of New Vendors only)

Date Creation / Edit

Task Performed By

Signature

Name | Designation
Bill of Quantities

"Fixing of PVC Net, Self Fusing High Voltage Insulation Tape & Catenary Sleeve (MVLC) on Main line in Delhi Metro Rail Corporation Ltd."

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Job</th>
<th>Quantity (in nos.)</th>
<th>Unit Rate (in ₹) (in figure &amp; words)</th>
<th>Total Amount (in ₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fixing of PVC net in B Series Mast in all lines (as specified).</td>
<td>736</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Fixing of PVC net providing in Portal boom in all lines (as specified).</td>
<td>252</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Fixing of Catenary sleeve providing under portal (as specified).</td>
<td>255</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Fixing of self fusing HV tape on OHE location (as specified).</td>
<td>28</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total

Service Tax @ 12.36 %

Grand Total inclusive of all taxes

Amount in words (in ₹): ............................................................................................................................................

(Signature of contractor with stamp)