DELHI METRO RAIL CORPORATION LTD.

(A Joint Venture of Govt. of India & Govt. of NCT, Delhi)


```
"Supply, installation, testing, commissioning of Air cooled chillers including the interconnection with existing chilled water piping at Chawri Bazar Metro stations of DMRC"
```

**TENDER DOCUMENT**

No. O&M/E&M/UG/2015/CWBR/Chiller

- NOTICE INVITING TENDER
- INSTRUCTION TO TENDERER
- SPECIAL CONDITIONS OF CONTRACT
- OTHER TERMS AND CONDITIONS
- BILL OF QUANTITY

SECTION 1
NOTICE INVITING TENDER

1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. Invites sealed e-open tenders in TWO PACKETS SYSTEM (Evaluation and Financial) from the eligible tenderers as per tender clause 1.2 of NIT for “Supply, installation, testing, commissioning of Air cooled chillers including the interconnection with existing chilled water piping at Chawri Bazar Metro stations of DMRC”

1.1.1 The details of the Tender are as per following:

<table>
<thead>
<tr>
<th>Estimated cost of work</th>
<th>Rs. 1,93,25,865/- (inclusive of all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Security amount</td>
<td>Rs. 1,93,259/-</td>
</tr>
<tr>
<td>Cost of Tender documents</td>
<td>INR 5250/- (inclusive of 5% VAT) Non-Refundable</td>
</tr>
<tr>
<td>Completion period of the Work</td>
<td>Nine(9) months (from 10th day of issue of letter of acceptance)</td>
</tr>
<tr>
<td>Tender documents on sale</td>
<td>From 01/04/15 to 28/04/15 (upto 18:00 hrs) on e-tendering website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a></td>
</tr>
</tbody>
</table>

Tender document can only be obtained after registration of tenderer on the website www.tenderwizard.com/DMRC. For further information on this regard bidders are advised to contact 011-49424307, 011-49424365 or 011-23417910

<table>
<thead>
<tr>
<th>Pre-bid Meeting</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last date of Seeking Clarification</td>
<td>07/05/15 up to 15:00 hrs</td>
</tr>
<tr>
<td>Last date of issuing addendum</td>
<td>08/05/15 up to 14:00 hrs</td>
</tr>
<tr>
<td>Date &amp; time of Submission of Tender</td>
<td>08/05/15 up to 15:00hrs</td>
</tr>
<tr>
<td>Date &amp; time of opening of Technical Bid</td>
<td>08/05/15 at 15:15 hrs</td>
</tr>
<tr>
<td>Date &amp; time of opening of Financial Bid</td>
<td>Shall be informed after evaluation of technical bid through website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a></td>
</tr>
</tbody>
</table>

DGM/E&M/UG
Delhi Metro Rail Corporation,
2nd floor, B-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi -110 001

The tender cost and tender security will be in the form of demand draft/banker’s cheque/bank guarantee in favor of “Delhi Metro Rail Corporation Ltd” payable at New Delhi.

The same should be submitted in original before two hours of opening of technical bid in the office of DGM/E&M/UG at above mentioned address.

NOTE: the bidders who fails to submit the tender cost & tender security (in original) with in stipulated time deemed to be rejected.
1.2 Eligibility Criteria

1.2.1 Work Experience:

a. Experience of having satisfactorily completed similar works carried out at Govt./Semi Govt organization/PSU during last five years ending last day of month previous to the one in which the Tenders are invited should be either of the following:

The firm should have successfully completed at least

Three similar works costing not less than the amount equal to 40% of the estimated cost put up to the tender.

or

Two similar works costing not less than the amount equal to 50% of the estimated cost put up to the tender

or

One similar work costing not less than the amount equal to 80% of the estimated cost put up to the tender

Similar nature of work means:

- Supply installation testing commissioning of Air cooled OR/AND
- Supply Installation Testing Commissioning of Water cooled chillers

along with / without associated works i.e. SITC of pumps/ FCUs/ Piping works/ electrical panels etc.

Note:

1) works related to SITC of window/ split ACs and / or SITC of VRV’s shall not be considered as similar works

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 (indicating the name of work, final amount, quantity of work, completion date etc) issued by the client preferably on their letter head for completed work

b) Self attested copies of work order, BOQ along with completion certificate (indicating the name of work, final amount, quantity of work, completion date etc) issued by the client preferably on their letter head for work under progress.

b. Financial Standings:

Applicant should have average Annual Turnover of last three audited financial years not less than **80% of Estimated**.

Documentary proof of satisfying eligibility conditions and charted accountant certificate for turnover to be furnished along with the application on printed letter heads. Testimonials of satisfactory completion should be obtained from an officer not below the rank of executive engineer.

c. Self attested copy of VAT/Service tax registration certificate, PAN no.

d. Applicant must not have been black listed or deregistered by any Govt or Public sector undertaking during last 5 years the contractor has to submit an undertaking on Rs. 10 stamp paper duly attested by Notary in format enclosed in annexure -D

e. Tenderer shall submit last three years (yr 2011-2012, 2012-2013, 2013-2014) audited financial statement duly attested by certified CA to work out net worth. The net worth must be positive.

1.2.2 The tender submission of bidders, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.1.2 above, shall not be considered for further evaluation and considered rejected. The mere fact that the bidder is qualified as mentioned in sub clause shall not imply that his bid shall automatically be accepted. The same shall be subject to the data as required for consideration of tender prescribed in the ITT

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.
1.2.3 Tender document consists of the following:

Volume –I

a. Notice Inviting Tender  
b. Scope of Work  
c. Tender prices and schedule of payment

Volume-II

a. Instructions to Tenderers  
b. Technical Specifications  
c. Special Conditions of Contract  
d. Other terms and condition of Contract  
e. General Conditions of Contract  
f. Content of Bill of Quantities.

Volume –III

a. Bill of Quantity

1.3 The tenderers may obtain further information in respect of these tender documents from the office of Deputy General Manager /E&M/UG office, 2nd Metro Bhawan Fire Brigade lane, Barakhamba Road New Delhi-110001

1.4 The contract shall be governed by the documents listed above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased separately from the market.

1.5 The intending bidders must be registered on e-tendering portal www.tenderwizard.com/DMRC. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on ‘online tendering process’. After registration the tenderer will get user ID and password. On login tenderer can participate in tendering process and can witness various activities of the process.

1.6 The authorized signatory of intending bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The tender document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory.

1.7 Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents such as Demand Draft or Pay Order or Banker’s Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker’s Cheque from a Scheduled commercial bank based in India and other documents as stated in the tender document.

1.8 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.

1.9 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

1.10 Tenders shall be valid for a period of as per ITT clause 11 from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per ITT clause 12.

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

1.12 Bidders shall note that the maximum file size that can be uploaded is 5 MB. All the uploaded files in tender submission should be named properly and arrange systematically.

i) The bidders are advised to keep in touch with e-tendering portal www.tenderwizard.com/DMRC for updates. Any corrigendum, addendum etc issued shall be part of this tender document and shall be made available on DMRC website www.tenderwizard.com/dmrc
(Arun Sharma)
DGM/E&M/UG
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. “Supply, installation, testing, commissioning of Air cooled chillers including the interconnection with existing chilled water piping at Chawri Bazar Metro stations of DMRC”

2.1 The specification, rating & suggested make of all the major parts of Air cooled Screw chiller HVAC system is detailed in BOQ, the same shall be referred from there.

2.2 All the new installation provided shall be interconnected with the existing HVAC system as per the direction of engineer in-charge so that the overall efficiency of the system will not affected.

2.3 The FCU shall be connected as per the Room & station wise tonnage requirement and as per the direction of engineer in-charge.

2.4 Existing FCUs shall be re-used in consultation with engineer in-charge.

2.5 The contractor shall submit the technical specification, dimensions for the civil foundation, digging, and cutting etc. work required for the installation of the equipments.

2.6 Contractor shall paint all the pumping system, pumps, motors as base as per requirement.

2.7 Contractor shall provide the on site training to staff for operation & maintenance of system.

2.8 All the material removed from the system shall be handed over to DMRC.

2.9 Tenderer shall fill the technical data sheet (at annexure A).

3.0 Site preparation

3.1 All site preparatory work shall have been carried out prior to the commencement of the installation.

3.2 Such work shall include the following:

3.2.1 The preparation of all fixings and drilling of any holes required
3.2.2 Cutting and forming of holes for services through walls, floors, ceilings, partitions, roof, etc
3.2.3 Cutting and forming of chases, recesses, in floors, walls for the services
3.2.4 Formation of concrete bases, plinths, for plant and equipment

4.0 the contractor shall submit the following along with their offer:

4.1.1 List of important spares to be kept by DMRC after DLP for 2 year requirement.
4.1.2 List of consumables to be kept by DMRC after DLP for 2 year requirement.
4.1.3 List of important spares to be kept by DMRC after DLP for 10 year requirement.
4.1.4 Make, address of supplier & tentative cost of above listed items.
4.1.5 Three set of completion drawing.
4.1.6 Three set of O&M manuals with complete details & operation & maintenance procedure (in soft & hard copy).

4.1.7 Three sets of design manuals (in soft & hard copy).

5.0 Manpower deployment

5.1 The contractor shall deploy the manpower in consultation with Engineer in-charge and carry out the activities in hygienic manner.

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

5.3 All the work associated with finishing complete in all respect shall be carried out by contractor for which nothing shall be paid extra.

6.0 Key dates

6.1 Contractor shall submit the detailed layout plan & design as per DMRC requirement within 15 days of issue of LOA.

6.2 Contractor shall also submit the schedule for completion of work with key dates for timely completion of work in consultation with DMRC Engineer – in - charge.

7.0 Preventive & corrective schedule During Defect liability period.

7.1 Preventive maintenance: Shall be carried out as per OEM recommendation / DMRC check list. A complete check list shall be prepared in consultation with DMRC Engineer – in – charge to carry out the preventive maintenance schedule.

7.2 Corrective Maintenance: The Corrective/Breakdown Maintenance is to be carried out any time during 24 hrs x 365 days inclusive of all Sundays & Holidays.

For Corrective/breakdown condition:

<table>
<thead>
<tr>
<th></th>
<th>Response Time (Max)</th>
<th>Attending Time (Max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A To attend the Minor repair</td>
<td>- 06 Hrs</td>
<td>- 48 hours</td>
</tr>
<tr>
<td>B To attend the Major repair</td>
<td></td>
<td>- 5 days</td>
</tr>
</tbody>
</table>

However, the decision regarding minor/major maintenance shall be of DMRC, which will be binding on the contractor.

6.0 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
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 & for transportation of material and labour charges etc.

3.1.2 TAXES AND DUTIES
a. The firm shall quote rates for all items inclusive of all taxes and duties including octroi, Entry Tax, local area development tax and service tax as applicable.

b. Works contract tax: - The rates offered by the firm shall also be inclusive of the work contract tax as applicable in the state. The Corporation i.e. DMRC shall deduct work contract tax from payments due to the firm as per rules of the state Government. The Accounts Officer of the concerned Division shall issue certificates for such deductions to the firm.

c. The registration no. of M/s______________ for Service Tax is____________ (The firm is to intimate its Service Tax no. at the time of quoting of the tender)

3.1.3 VARIATION IN EXCISE DUTY:

a. In case of statutory variation in excise duty in respect of engine alternator set only, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against the documentary proof. However, beyond this period department will take advantage of any duty reduction but will not pay extra on account of duty increase.

b. Tendered rates are inclusive of taxes and levies payable under the respective statutes. However, pursuant to the Constitution (forty six Amendment Act, 1982, if any further tax or levy is imposed by statute after the date of receipt of tenders and the contractor(s) thereupon necessarily and properly pays taxes or levies, the contractor shall be reimbursed the amount paid provided such payment if any is not in the opinion of SE (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

c. (i) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of Government and shall furnish such other information/documents as the Engineer-in-Charge may require.
(ii) The contractor(s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty Six Amendment) Act 1982 give a written notice thereof to the Engineer-in-Chief that the same is given pursuant to this condition together with all necessary information relating thereto.

*Note:* - *No additional condition whatsoever will be acceptable for turnover tax/sales tax on works contract. In case of additional conditions for the payment of such claims by the contractor, the tender will not be considered.*

3.1.3 **Schedule of Payment**

a. 60% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.

b. 30% of prorata of the approved price breakup of contract value after successful installation of equipment.

c. 10% of the approved contract value after successful completion of System acceptance test.

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

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