NOTICE INVITING TENDER (NIT)

DELHI METRO RAIL CORPORATION LTD.
METRO BHAWAN, Fire Brigade Lane, Barakhamba Road
New Delhi-110001
SECTION 1

NOTICE INVITING TENDER

1.1 GENERAL

Delhi Metro Rail Corporation (DMRC) Ltd. invites e-open tenders in TWO STAGE SYSTEM (Technical Bid and Financial Bid) from the eligible tenderers as per tender clause 1.2. Of NIT for “Annual Contract for hydraulic testing, Re-filling & Refixing of the Accessories as per site requirement of Fire Extinguishers at UG stations of Line-2(GTBR To SAKET) ,L-3 (BRKR, MDHS,DW-21)& L-6(CTST TO JANGPURA) of DMRC”.

1.1.1 Delhi Metro Rail Corporation (DMRC) Ltd. invites e-open tenders from eligible tenderers for the above-mentioned work as per following details:

<table>
<thead>
<tr>
<th>Estimated cost of work</th>
<th>Rs. 880449/- (inclusive of all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Security amount</td>
<td>Rs.17609/- (in form of draft or bankers cheque in the favor of DMRC Ltd.)</td>
</tr>
<tr>
<td>Cost of Tender form (Non Refundable)</td>
<td>Rs. 1050/- (Rs.1000 plus 5% VAT)</td>
</tr>
<tr>
<td>Contract period of the Work</td>
<td>01 year (From the day of issue of LOA)</td>
</tr>
<tr>
<td>Underground stations at which works to be executed</td>
<td>All underground stations of line 2, 3 &amp; line-6.</td>
</tr>
<tr>
<td>Tender documents on sale</td>
<td>From 06.10.2015 to 27.10.2015 (upto1400 hrs) through e-tendering website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a></td>
</tr>
<tr>
<td>Tender document can only be obtained after registration of tenderer on the website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a>. For further information on this regard bidders are advised to contact 011-49424307, 011-49424365 or 011-23417910</td>
<td></td>
</tr>
<tr>
<td>Last date of Seeking Clarification</td>
<td>24.10.2015 (up to 1500 hrs)</td>
</tr>
<tr>
<td>Last date of issuing addendum</td>
<td>27.10.2015</td>
</tr>
<tr>
<td>Date &amp; time of Submission of Tender</td>
<td>27.10.2015 up to 1400 hrs</td>
</tr>
<tr>
<td>Date &amp; time of opening of Technical Bid</td>
<td>27.10.2015 at 15.30 hrs</td>
</tr>
<tr>
<td>Date &amp; time of opening of Financial Bid</td>
<td>Same will be intimated on <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a> after technical evaluation</td>
</tr>
<tr>
<td>Authority for purchase of tender documents, seeking clarifications and submission of completed tender documents</td>
<td>DGM/E&amp;M/UG-II Delhi Metro Rail Corporation, 6th floor, C-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001</td>
</tr>
</tbody>
</table>

The tender cost and tender security will be in the form of a Demand draft/ Banker’s cheque drawn on a scheduled Commercial Bank based in India and should be in favour of “Delhi Metro Rail Corporation Ltd.” payable at New Delhi.

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

NOTE: The bidders who fail to submit the tender cost & tender security (in original), etc. within stipulated scheduled time deemed to be rejected.
1.1.2 This is two bid open tender. Tenderer has to submit their e-offer in two different bids. One bid will be for technical bid and another will be for financial bid as per clause 8.3 of ITT.

1.2 ELIGIBILITY CRITERIA

1.2.1 Work Experiences:

The tenderers should have the experience in the similar nature of work not less than three years. The tenderers will be qualified only if they have completed work(s) in last five years in Govt., PSU/Semi-Govt./Govt. Autonomous body as mentioned below:-

a. Three similar works costing not less than the amount equal to 40% of the estimated cost.
   Or
b. Two similar works costing not less than the amount equal to 50% value of estimated cost
   Or
c. One similar work costing not less than the amount equal to 80% value of estimated cost

Similar nature of work:
Below mentioned work would be considered as similar nature of work for the purpose of evaluation of work experience mentioned in above clause i.e. clause 1.2.1(a), (b) & (c).

Hydraulic testing, Re-filling & Re-fixing of the Accessories as per site requirement of Fire Extinguishers.

1.2.2 Completion Certificate of above mentioned work clearly describing the above mentioned similar work.

1.2.3 The tenderers shall submit details of works executed by them in the Performa prescribed in FORM A of FOT of ITT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. Tender offers submitted without this documentary proof may be liable to be rejected. 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.

1.2.4 Value of successfully completed portion of any ongoing work will also be considered for qualification of work experience criteria.

1.2.5 The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2.1 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
A tenderer shall submit only one tender, either individually as a tenderer or as a partner of a JV/Consortium. A tenderer who submits or participates in more than one tender will cause all of the proposals in which the tenderer has participated either as sole tenderer or member of JV/consortium will be disqualified. No tenderer can be included as subcontractor while submitting a bid individually or as a partner of a JV/consortium in the same bidding process subsequently or at the tender stage. A tenderer, if acting in the capacity of subcontractor in any bid may however participate in more than one bid, but only in the capacity as subcontractor.

1.2.6 Tenderers shall not have a conflict of interest. Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project;

(b) a tenderer’s associate(s)/affiliate(s) (inclusive of parent firms) mentioned in subparagraph (a) above; or

(c) a tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for implementation of the project, if the personnel would be involved in any capacity on the same project.

1.2.7 A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or as partner of a joint venture/consortium. However, the lead partner in case of JV shall be one who has experience of similar works.

1.2.8 NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM

a. Lead partner must have a minimum of 26% participation in the JV/Consortium.

b. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.

c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

1.3.1 Financial Standings:

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

Where, X= estimated cost of work as per NIT
a. The tenderer shall submit the solvency certificate of 80% estimate value of contract from the Bank.

c. 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

d. Tenderers shall submit last three years (yr 2012-2013, 2013-2014, 2014-2015) audited financial statement duly attested by certified CA to work out net worth. The net worth must be positive.

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

Notes:

- Financial data for last three audited financial years has to be submitted by the tenderer in FORM T-V along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, 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 ‘2’ audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

1.3.2 The tender submission of bidders, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.2 above, shall not be considered for further evaluation. 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 technically 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.
1.3.3 The scope of work along with various other terms & conditions have been spelt out in the tender document consisting 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.

1.3.4 The tenderers may obtain further information in respect of these tender documents from the office of Deputy General Manager/E&M/UG-II office, 6th Floor, Metro Bhawan Fire Brigade lane, Barakhamba Road New Delhi-110001

1.3.5 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.

1.3.6 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.

1.3.7 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.

1.3.8 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.

1.3.9 Tenders shall be valid for a period of 180 days from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause 8.0 of ITT.

1.4.0 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.
1.4.1 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.

1.4.2 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

(Vivek Shrivastava)
DGM/E&M/UG-II
Delhi Metro Rail Corporation Ltd
6th floor, Metro Bhawan,
Fire Brigade lane,
Barakhamba Road
New Delhi-110001
SECTION 2
SCOPE OF WORK

2.0 The contractor will execute the work i.e. “Annual Contract for hydraulic testing, Re-filling & Refixing of the Accessories as per site requirement of Fire Extinguishers at UG stations of Line-2(GTBR To SAKET), L-3 (BRKR, MDHS,DW-21) & L-6(CTST TO JANGPURA) of DMRC”.

2.1 The work shall be carried out as per the BOQ at underground station of Delhi Metro Rail Corporation.

2.2 Works shall be carried out at all underground stations of line 2, 3 & line-6.

Annual Rate contract for testing & re-filling contract comprises of the following:

a) Annual Contract for hydraulic testing, Re-filling & Refixing of the Accessories as per site requirement of Fire Extinguishers at UG stations of Line-2(GTBR To SAKET), L-3 (BRKR, MDHS,DW-21) & L-6(CTST TO JANGPURA) of DMRC"

Refilling time of fire extinguisher to be taken by the contractor.

I Response time (Max.) - 16 hours/ 4 hours if fault is reported 10.00 hours to 16.00 hours of any day

ii Refilling and installation time (from the date of issue of material from the site) - 04 days

b) The Fire Extinguisher indicate in the BOQ shall be hydraulic pressure tested before refilling. All the fire Extinguisher which withstand the hydraulic test as specified in the IS shall be certified by the authorized testing agency by issuance of a certificate and a sticker shall be provided on each fire extinguisher indicating date of testing and expiry date. All the old sticker shall be removed.

c) The Fire Extinguisher shall have to be taken by the contractor, for refilling, from different underground metro station at line-2, 3 & line-6 and re- installed at their respective locations after refilling at his own cost.

d) After satisfactory commissioning, the Contractor shall conduct performance test to satisfy the Engineers that all equipments are performing to the rated output, if any Equipment shall be rectified or replaced if the same is not performing in accordance with the specifications.

e) Contractor shall specify a suitable procedure to test the rated performance of the equipment shall make available all necessary equipments required to conducting site tests.

f) The Fire Extinguishers which are used on account of occurrence of fire incidence or during any kind of testing shall be refilled with in 48 hours after the information sent.

All spare, consumable material required for checking & refilling of these fire extinguishers shall be provided by contractor within the quoted rates. Nothing shall be paid extra.

All T&Ps, testing instruments etc. required for for hydraulic testing, Re-filling & Re-fixing of the Accessories as per site requirement of Fire Extinguishers shall be brought by the contractor.

Contractor shall keep with them sufficient number of spare parts particularly for long lead time items to attend the fault within the stipulated time period as mentioned in above clause.
2.2 For every site visit service Engineer will prepare a service report, signed by Contractor’s Service Engineer and DMRC engineer. First copy of it will be handed over to the DMRC engineer and second would be retained by Contractor’s Service Engineer.

2.3 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.

2.4 Any defects of Workmanship, materials, performance, maladjustment, non-compliance with this specification or other irregularities which become apparent during the tests or commissioning shall be rectified by the Contractor, at its own expense, until the whole Works is free from defects and in full working order to the complete satisfaction of the Engineer.

3.0 Manpower deployment

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

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

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

5.0 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

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, labor etc. service tax shall be shown separately in BOQ by the contractor.

3.1.2 Schedule of Payment

Payment shall be made by running bills as per accepted rates on the quarterly basis after submission of bill along with the service reports duly verified from the DMRC in charge.

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