SECTION-1
NOTICE INVITING TENDER (NIT)

1.1 GENERAL (e-Tender)

1.1.1 Name of Work:

Delhi Metro Rail Corporation (DMRC) Ltd. invites e-Tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT for the work of “Contract CE(W)-08 - Development of Service Road in between Mayur Vihar Metro Station and adjoining Nallah” from the agencies/firms Pre-qualified by DMRC for works as detailed below:

The brief scope of work and site information is provided in clause 2.0 to 2.8 and 4.1 of NIT respectively.

1.1.2 Key details:

<table>
<thead>
<tr>
<th>Approximate cost of work</th>
<th>INR 35.33 Lakhs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Security</td>
<td>INR 70,660/- (validity of tender security-30.08.2017)</td>
</tr>
<tr>
<td>Completion period of the Work</td>
<td>02 months</td>
</tr>
<tr>
<td>Tender documents on sale</td>
<td>From 02.12.2016 to 02.01.2017 (up to 1500 hrs) on e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Tender document can only be obtained online after registration on the website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. For further information in this regard bidders are advised to contact on 011-23417916.</td>
</tr>
<tr>
<td>Cost of Tender documents (Non-Refundable)</td>
<td>INR 5,250/- (inclusive of 5% VAT) Non-Refundable (Demand Draft/ Banker’s cheque drawn on a Nationalised Bank or Scheduled Commercial Bank based in India and should be in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi) Cost of tender documents i.e., D.D. / Banker’s cheque, in original, shall be accepted only upto 1500 hrs on 02.01.2017 in the office of Chief Engineer/ Works at the address mentioned hereinafter.</td>
</tr>
<tr>
<td>Last date of Seeking Clarifications</td>
<td>14.12.2016 up to 1730 hrs. Queries/clarifications from bidders after due date and time shall not be acknowledged.</td>
</tr>
<tr>
<td>Date &amp; time of Submission of Tender</td>
<td>26.12.2016 to 02.01.2017</td>
</tr>
<tr>
<td>Date &amp; time of opening of Tender</td>
<td>03.01.2017</td>
</tr>
<tr>
<td>Authority for purchase of tender documents, seeking clarifications and submission of completed tender documents</td>
<td>Project Manager/ Staff Quarter-1, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001</td>
</tr>
</tbody>
</table>
1.1.3 QUALIFICATION CRITERIA:

1.1.3.1 Eligible Applicants:

i. 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 1.1.3 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.

ii. (a) A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 with minimum 26% participation.

(b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.

iii. Tenderers shall not have a conflict of interest. All 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 on implementation of the project;

(b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or

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

iv. A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture /Consortium. However, the lead partner in case of JV shall be one who has experience of viaduct/bridge/flyover.

v. Any Central/State government department/ public sector undertaking/ other government entity or local body must not have banned business with the tenderer (any member in case of JV ) as on the date of tender submission. Also no contract of the tenderer should have been rescinded/terminated by DMRC/ Central or State Govt. Department / Public Sector Undertaking/ Other Govt. Entity or local body after award during last 5 years due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Appendix-19 of Form of Tender.
1.1.3.2 Minimum Eligibility Criteria:

A. Work Experience: The tenderers will be qualified only if they have completed work(s) during last seven years ending 31.12.2016 as given below:

(i) At least one “similar work”** of value INR 28.26 Lakh or more,
‘OR’
Two “similar works”** each of value INR 17.67 Lakh or more,
‘OR’
Three “similar works”** each of value INR 14.13 Lakh or more.

**“Similar works” for (i) above for this contract shall be works “similar nature of work. “
Miscellaneous Building works “

Notes:

• The tenderer shall submit details of works executed by them in the Performa of Appendix-17 of FOT 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. The offers submitted without this documentary proof shall not be evaluated. 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 also be submitted.

• Value of successfully completed portion of any ongoing work up to 31.12.2016 will also be considered for qualification of work experience criteria.

• For completed works, value of work done shall be updated to 31.12.2016 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

• In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

B. Financial Standing: The tenderers will be qualified only if they have minimum financial capabilities as below:

(i) T1 – Liquidity: It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of INR. 30.28 Lakh for this contract, net of applicant’s
Development of Service Road in between Mayur Vihar Metro Station and Adjoining Nallah commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to DMRC and it should not be more than 3 months old as on date of submission of bids. The standard performa of Banking Reference is given in ‘Annexure-1’.

In Case of JV: Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

**Example:** Let member-1 has percentage participation = M and member-2 has percentage participation = N.

If minimum liquidity required is ‘W’ then liquidity of member-1 ≥ \( \frac{WM}{100} \)

and liquidity of member-2 ≥ \( \frac{WN}{100} \)

(ii) **T2 - Profitability:** Profit before Tax should be **Positive in at least 2 (two) years**, out of the last five audited financial years.

**In Case of JV:** The profitability of only lead member shall be evaluated.

(iii) **T3 - Net Worth:** Net Worth of tenderer during last audited financial year should be ≥ \( \text{INR 42.39 Lakh} \).

**In Case of JV:** Net worth will be based on the percentage participation of each Member.

**Example:** Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is ‘A’ and that of Member-2 is ‘B’, then the Net worth of JV will be

\[ = \frac{AM+BN}{100} \]

(iv) **T4 - Annual Turnover:** The average annual turnover from construction/respective field of last five financial years should be ≥ \( \text{INR 169.58 Lakh} \).

The average annual turnover of JV will be based on percentage participation of each member.

**Example:** Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is ‘A’ and that of Member-2 is ‘B’, then the average annual turnover of JV will be\( =\frac{AM+BN}{100} \)

Notes:
Financial data for latest last five audited financial years has to be submitted by the tenderer in Appendix-18 of FOT 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 with membership number. 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 ‘4’ 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.

1.1.3 Bid Capacity Criteria:

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

\[
\text{Available Bid Capacity} = 2 \times A \times N - B
\]

Where,

\[A = \text{Maximum of the value of construction works executed in any one year during the last five financial years (updated to 31.12.2016 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).}\]

\[N = \text{No. of years prescribed for completion of the work}\]

\[B = \text{Value of existing commitments (as on 31.12.2016) for on-going construction works during period of 02 months w.e.f.01.01.2017.}\]

Notes:

- Financial data for latest last five financial years has to be submitted by the tenderer in Appendix-15 of FOT along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.

- Value of existing commitments for on-going construction works during period of 02 months w.e.f.01.01.2017 has to be submitted by the tenderer in Appendix-16 of FOT. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.

- In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.

**Example for calculation of bid capacity in case of JV / Group**

Suppose there are ‘P’ and ‘Q’ members of the JV / group with their participation in the JV / group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out ‘X’ and ‘Y’ respectively, then Bid Capacity of JV / group shall be as under:
Bid Capacity of the JV / group = 0.7X + 0.3Y

1.1.3.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

1.2 POINTS TO BE NOTED

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

1.2.2 Tender documents consisting of following sections:

i) Notice Inviting Tender
ii) Instruction to Tenderers
iii) Site information
iv) Scope of work & Technical Specification
v) General conditions of contract
vi) Special conditions of contracts
vii) Form of Tender & Appendix
eviii) Bill of Quantities

1.2.3 The contract shall be governed by the documents listed in Para 1.2.2 above with latest version of CPWD specifications 2009 with up to date correction slips. CPWD specifications may be obtained from the department concern or may be purchased from market.

1.2.4 All tenderers are hereby cautioned that conditional offers or offers with deviations from the conditions of contract or other requirements stipulated in these tender documents are likely to be rejected as non-responsive.

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

1.2.6 The intending tenderers must be registered on e-tendering portal. Those who are not registered on the e-tendering https://eprocure.gov.in/eprocure/app portal shall be required to get registered beforehand and intimate to the office of Project Manager/SQ1 about his registration so that his name can be included in the list of agencies entitled to download the e-tender. 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.

1.2.7 The authorised signatory of intending tenderer, 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 authorised signatory.

1.2.8 Tender submission 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 other Documents as stated in the tender document.

Project Manager/SQ-1
Delhi Metro Rail Corporation Ltd.
New Delhi - 110001
SCOPE OF WORK

2.0 GENERAL

2.1 WORK CONTENTS

2.1.1 Brief Scope

The scope of work Development of RCC Service Road in between Mayur Vihar Metro Station and adjoing Nallah

2.2 The works should be carried out with contractor’s own material & labour as per the specifications. The contractor has to deploy minimum technical manpower as detailed below:

<table>
<thead>
<tr>
<th>S NO</th>
<th>DESIGNATION</th>
<th>NUMBERS</th>
<th>MIN.EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PM/Graduate Civil Engineer</td>
<td>1</td>
<td>5 Years</td>
</tr>
<tr>
<td>2</td>
<td>Civil Engineer (Diploma in relevant field)</td>
<td>1</td>
<td>5 Years</td>
</tr>
<tr>
<td>3</td>
<td>Safety Supervisor (Diploma in relevant field)</td>
<td>1</td>
<td>3 Years</td>
</tr>
</tbody>
</table>

2.3 REFERENCE TO THE STANDARD CODES OF PRACTICE

All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The Contractor shall make available at site all relevant Indian Standard Codes of practice and IRSC & IRC Codes as applicable.

2.3.1 In case of discrepancy among Standard codes of practice, Technical Specifications and provisions in sub clauses in this NIT, the order of precedence will be as below :

i) Provision in NIT

ii) Technical Specifications,

iii) CPWD specifications

iv) Standard Codes of Practice.

In case of discrepancy among Standard Codes of Practice, the order of precedence will be IRS, IRC, IS, BS, DIN.

2.4 Time Schedule

The contract period for execution of the above mentioned work is 02 months from the date mentioned in letter of acceptance (LOA).
2.5 Utilities

Diversion of utilities is laid at shallow depths and likely to be damaged may have to be shifted. Diversion will be done by the contractor where in the opinion of the Engineer In charge no other option is available. Contractor shall be paid for diverting the utilities under relevant DSR items. No payment shall however be made for supporting the utilities during course of work. The utilities are to be diverted with proper liaison and approval of the utility owning agencies. Such approvals are in the scope of the contractor.

2.6 DIMENSIONS

2.6.1 As regards errors, omissions and discrepancies in Specifications and Drawings, relevant clause of Special Conditions of Contract will apply.

2.6.2 The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the Contractor should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any errors or omissions in the levels or strata turning out different from what is shown on the drawings.

2.7 Working Area

The area to the extent available, at the discretion of DMRC will be allocated to the contractor for his stores, offices & other activities at or near the site.

2.8 Additional Clause

2.8.1 DESIGN, DRAWINGS BY CONTRACTOR AS PER SITE REQUIREMENT

2.8.1.1. Shop drawings by the Contractor.

(a) Based on BOQ items attached with the tender, the Contractor shall prepare shop/fabrication drawings indicating the required details. The shop drawings shall be prepared before execution of work, after taking actual site dimensions and all existing and proposed services/structures etc. And submit to the employer for approval.

(b) The Contractor shall submit all drawings only after they have been duly detailed, checked and verified within the Contractor’s organization ensuring that the details and data shown/furnished in the drawings are correct and that the requirements of other disciplines have been taken care. The names and complete signatures of the Contractor’s personnel responsible for the drawings shall be contained on each drawing. Any drawing which does not contain the above names and signatures shall be summarily returned to the Contractor and treated as not having been submitted.

(c) The drawings submitted for approval shall be in any one of the standard sizes – AO, A1, A2, A3 or A4, in accordance with Indian standards.

(d) All drawings shall show the following particulars in the lower
Name of the Owner.

Project Title.

Contract No.

Title of Drawing.

Scale.

Date of Drawing.

Contractor’s Drawing Number.

Space for the Engineer’s drawing number.

Name of the Engineer.

Name of Review Consultant.

This drawing is based on Drawing No(s).

Further detail is given on Drawing No(s).

(e) Each drawing shall carry a revision number, date of revision and brief details of revisions carried out. Whenever any revision is carried out, the revision number must be updated. The revisions carried out on the drawing shall be clearly marked by clouding and each cloud revision numbered by marking the revision number in triangle. The clouding shall be done on the backside of the tracing by pencil.

(f) All dimensions on drawings shall be metric units, unless otherwise specified. However, all levels shall be in meters.

(g) All shop drawings shall be prepared on CADD using AutoCAD release 2007 or latest version.

2.8.1.2 Revision of approved shop drawings.

If, at any time before the completion of the work, changes are made necessitating revision of approved shop drawings, the Contractor shall make such revisions and proceed in the same manner and observe procedure for obtaining approval of the Engineer as for the approval of the original shop drawings.

2.8.1.3 Documents by Contractor.

The contractor shall submit to the Engineer In-charge, for approval, quality Assurance plans, design calculations, material specifications for each item and system, samples, as may be called for in the Specifications or as the Engineer –in charge may reasonably require. Wherever necessary the Contractor shall provide as built dimensions to facilitate proper Good for Construction drawings being prepared for various construction detailing.

2.8.1.4 Number of Copies of Shop drawings and documents.

All shop drawings, documents, schedules etc. and revisions thereof
shall be submitted by the Contractor to the Engineer in 6 copies as per the requirement of the Engineer. Copies required in excess of these shall be paid for by the Engineer at a reasonable amount to cover the Contractor’s overheads associated therewith.

2.8.1.5 Completion Drawings as per requirement

On completion of the work in all respects, the contractor shall submit the following:

- Four number portfolios (300 mm x 450 mm) each containing complete set of drawings on approved scale indicating he work “As Built” Each portfolio shall also contained technical literature.

These drawings shall be prepared on CAD using Auto-Cad release 2007 and shall be recorded on floppies/CDs and one set of these floppies/CDs shall also be submitted.

- The Contractor shall also submit one original “As Built” drawings on polyster film.

The Certificate of Completion of Works as per the provisions of Clause 17.1 of General Conditions of Contract shall not be issued by the Engineer in the event of Contractor’s failure to furnish aforesaid “as-constructed” drawings for the entire works.

The Contractor shall promptly inform the Engineer of any error, omission, fault and other defects in the Specifications, Drawings for the Works which are discovered when reviewing the Contract Documents or in the process of execution of the Works.

2.8.2 ACCESS

(1) Alternative access shall be provided to all premises if interference with the existing access, public or private is necessary to enable the Works to be carried out. The arrangements for the alternative access shall be as agreed by the Engineer and the concerned agency. Unless agreed otherwise, the permanent access shall be reinstated as soon as practicable after the work is complete and the alternative access shall be removed immediately it is no longer required, and the ground surfaces reinstated to the satisfaction of the Engineer. Proper signage and guidance shall be provided for the traffic/users regarding diversions.

2.8.3 PROTECTION OF THE ADJACENT STRUCTURES AND WORKS

(1) The Contractor shall take all necessary precautions to protect the structures or works being carried out by others adjacent to and, for the time being within the Site from the effects of vibrations, undermining and any other earth movements or the diversion of water flow arising from its work.
3.1 TENDER PRICES

3.1.1 Unless explicitly stated otherwise in the tender documents, the contract shall be for whole work. Priced Bill of Quantity submitted by the Tenderers for his technically acceptable proposal and payment shall be as per Priced Bill of Quantities attached with letter of acceptance.

3.1.2 All duties, taxes, fees, octroi and other levies, payable by the Contractor under the Contract shall be included in the total contract price submitted by the Tenderer.

3.1.3 With reference to the Clause 11.1.3 of the General Conditions of Contract, no Price Variation clause is applicable.
SITE INFORMATION

4.1 WORK SITE

4.1.1 The project site is located in the National Capital Territory of Delhi.

4.1.2 The area covered by this work falls at Mayur Vihar Phase -1 near Mayur Vihar phase-1 Metro Station, New Delhi. Contractor shall plan his works keeping in view restriction of approach and availability of space and time.
SECTION 2
INSTRUCTIONS TO TENDERERS

INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR “e-TENDERING” 
FORMING PART OF BID DOCUMENTS TO BE POSTED ON WEBSITE

1. The intending tenderers must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the document required.
2. Information and instructions for tenderers posted on website shall form part of tender documents.
3. The complete Tender Document can only be obtained online after registration of tenderer on the website https://eprocure.gov.in/eprocure/app and thereafter on providing details of Demand Draft or Pay Order or Banker's towards cost of bid Documents (as prescribed in NIT). For further information in this regard bidders are advised to contact on 011-23417910.
4. Tender can only be submitted after uploading the mandatory scanned copy of documents such as Demand Draft or Pay Order or Banker's towards cost of Bid Documents (as prescribed in NIT) and Tender Security (as prescribed in clause 1.1.2 of NIT and clause-12 of ITT).
5. Those tenderers who are not registered on the website mentioned above shall be required to get registered beforehand. If needed they can be imparted training on ‘online tendering process’ as per details available on the website.
6. The intending tenderer must have valid class-III digital signature to submit the tender.
7. On opening date, the tenderer can login and see the tender opening process. After opening of tenders, tenderer will receive the competitor bid sheets.
8. Tenderer can upload documents in the form of PDF/JPG/JPEG format.
9. Tenderer must ensure to quote rate of each item given in the BOQ.
10. Detailed instructions for online bid submission are given on Clause 22.0 of ITT.

2.0 INTRODUCTION

2.1. e-tenders from eligible applicants are invited by Delhi Metro Rail Corporation Limited, hereinafter called the Employer for works in accordance with this tender. The tender papers consist of the following sections in the tender documents.

i) Notice Inviting Tender
ii) Instruction to Tenderers
iii) Site information
iv) Scope of work & Technical Specification
v) General conditions of contract
vi) Special conditions of contracts
vii) Form of Tender & Appendix
viii) Bill of Quantities

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

Project Manager/SQ-1, 
Office of CE/Works, 
Delhi Metro Rail Corporation Ltd., 
5th Floor, A Wing, Metro Bhawan, 
Barakhamba Road, New Delhi.
2.3 Some essential data/requirements pertaining to this tender are detailed below:
   a. “Tender Security” to be furnished by the Tenderers Rs.70,660/- (Seventy Thousand Six Hundred Sixty Only) in favour of DMRC.
   b. Date of opening of tender on 11.01.2017 at 15:05 Hrs.
   c. Period for which the tender is to be kept valid 180 days from the last date of submission of Tender.
   d. Period of commencement of work (Appendix to the Form of Tender): Seven (7) days from the date of issue of “Letter of Acceptance” (LOA).
   e. Period of completion is 02 months from the date mentioned in “Letter of acceptance” (LOA).

2.4 Applicants must not have been black listed or de-registered by any Government agency or Public Sector Undertaking during the last ten years. Also the applicant must not have resiled after of contract.

2.5 If any tenderer gives any wrong information or suppresses any material facts, the Employer/Engineer shall be free to reject such a tender at any stage and even cancel the Contract (after the acceptance of the tender) at the risk and cost of the tenderer.

2.6 Each tenderer, or any associate will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other items of work related to the award and performance of this contract.

2.7 SITE VISIT

2.7.1 i Any site information given in this tender document is for reference only. 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.

   ii The agency shall be deemed to have inspected the site and its surroundings beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the tender.

2.8 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour cess, octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

With the tender submission, the tenderer shall submit the proof of Delhi VAT registration or shall submit an undertaking that he will get registered with Delhi VAT authorities in case of award of LOA to them.
2.9 Tenderers shall quote all prices as per Clause 11.1.1 of GCC and clause 7.0 of ITT.

2.10 The tenderers must note the following:

a) Service Tax:
Exemption on construction, erection, commissioning or installation of original works pertaining to monorail or metro as per notification no. 25/2012 Service Tax dated 20.06.2012, in respect of contracts entered into on or after 1st March 2016 has been withdrawn vide notification no. 09/2016 dated 01.03.2016. The bidder shall quote price as per tender conditions and show separately the amount of service tax included in the bid price. DMRC will reimburse the payments made by contractors on account of services tax on actual based on submission of documentary proof of payment, subject to the ceiling limit indicated by the bidder as above.

b) DMRC project is covered under Project Import chapter 99.01 of Custom Tariff Act according to which only concessional custom duty is payable. The tenderer should avail this benefit.
As regards registration under Project Import, after the award of the contract, DMRC at the written request of a contractor shall facilitate the contractor for obtaining sponsoring/recommendation letter from the Ministry of Urban Development for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor. The coordinating HOD for the said purpose in DMRC is CE/Planning.

c) Change in Taxes/Duty:
The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract.

d) DVAT is included in the contract price. The contractor shall maintain details of DVAT paid to ‘Trade and Taxes’ department and submit:
(i) Certificate of the Chartered Accountant in regard to turnover of the contractor relating to DMRC project.
(ii) DVAT form-16 of the contractor for the relevant period/periods along with detailed statement in Form Dvat-20 & copy of challans in regard to deposit of tax.

e) No documents with regard to Custom and Excise duty will be required to be submitted.
In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc. after considering clause 2.8, 2.9 & 2.10 above.
3. CONTENTS OF TENDER DOCUMENTS

3.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting online tenders for all Permanent and Temporary works in connection with this work and as more particularly described in these documents.

i) Notice Inviting Tender
ii) Instruction to Tenderers
iii) Site information
iv) Scope of work & Technical Specification
v) General conditions of contract
vi) Special conditions of contracts
vii) Form of Tender & Appendix
viii) Bill of Quantities

3.2 The tenderer is expected to examine carefully all the contents of the tender documents including instructions, conditions, terms, specifications and drawings and taken them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tender’s own risk. Tenders, which are not responsive to the requirements of the tender documents, will be rejected.

3.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully and seek clarification within scheduled time. No claim on account of any errors detected in the tender documents shall be entertained.

4.0 CLARIFICATION AND AMENDMENT TO TENDER DOCUMENTS

4.1 At any time prior to the deadline for the submission of tenders, the Engineer 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. A prospective bidder requiring any clarification of the tender documents may upload their queries on e-tendering portal not later than the date of seeking clarifications given NIT.

4.2 The said amendment in the form of an addendum and responses to the queries raised, if any, will be uploaded on the e-tendering portal (https://eprocure.gov.in/eprocure/app) which can be seen and downloaded by the bidders.

4.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of tenders.

5.0 LANGUAGE OF TENDER

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

6.0 DOCUMENTS COMPRISING THE TENDER
6.1 The tenderer shall, on the date and time given in the Notice Inviting, submit/upload his tender online along with following documents duly completed which in the event of acceptance shall form the part of contract.

i) Notice Inviting Tender  
ii) Instruction to Tenderers  
iii) Site information  
iv) Scope of work & Technical Specification  
v) General conditions of contract  
vi) Special conditions of contracts  
vii) Form of Tender & Appendix  
viii) Bill of Quantities

6.2 Documents to be submitted by the tenderer have been described under the respective clauses 6.1. 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 Document including the specifications and to submit all the details specifically called for (or implied) in those clauses.

6.3 All documents uploaded for the purposes of tendering and any amendments issued in accordance with Clause 4.0 shall be deemed as incorporated in the Tender.

7.0 TENDER PRICES

7.1 The tenderer is required to quote rate in item rate for the BOQ item. The completed pricing document shall be uploaded online.

7.2 The rate for the item shall be reasonable and not unbalanced. Should the Engineer come across any unbalance rate, he may require the tenderer to furnish detailed Analysis to justify the same. Should the tenderer fail to comply with this, his tender shall be liable to be rejected by the Employer, who may award the contract to any other tenderer.

7.3 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

7.4 The Tenderer should quote his rates inclusive of all taxes, VAT, duties, royalties, cess, Service Tax etc. DMRC will not pay anything over & above the quoted rate of the contractor.

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

7.6 Exemption on construction, erection, commissioning or installation of original works pertaining to monorail or metro as per notification No. 25/2012 Service Tax dated 20.06.2012, in respect of contracts entered into on or after 1st March, 2016 has been withdrawn vide notification No. 09/2016 dated 01.03.2016. The bidder shall refer clause 2.10 of instruction to tenderers.

8.0 CURRENCIES OF THE TENDER

8.1 Tender prices shall be quoted in Rupees only.
9.0 **TENDER VALIDITY**

9.1 The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.

10.0 **TENDER SECURITY**

The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT under key details in any one of the following forms:

(a) Irrevocable bank guarantee issued by a Scheduled Commercial bank (including scheduled Commercial Foreign Banks) in India in the form given in FORM –1A in Instruction to Tenderers (ITT).

(b) Demand Draft / Pay Order / Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India.

(c) Fixed Deposit Receipt (FDR) of a Schedule Commercial bank / Post Office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

In case of joint venture/consortia, Bank Guarantee or FDR for tender security shall be in the name of joint venture/consortia and not in name of individual members. The Tender Security shall remain valid up to date as mentioned in NIT under key details. The tender security shall be submitted in a sealed envelope clearly marked on top “Tender Security for Contract “CE (W)-08”.

Any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.

In case of JV/Consortium the bid security shall be in the name of JV/Consortium and not the individual member(s). However, there may be more than one BGs but all must be in the name of the JV/Consortium.

The "Original" of this Tender Security is to be submitted in an envelope in the office of the Project Manager/ Staff Quarter-I at the address given in the Tender Documents before date & time of submission of tender mentioned in the NIT. Offers submitted without the Tender Security or with invalid Tender Security shall be rejected outright.

The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

10.1 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.

10.2 The tender security shall be forfeited:

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

b. If the tenderer does not accept the correction of his tendered price in terms of Clause 16 of ITT or

c. In the case of a successful tenderer, if he fails to:

   i. Furnish the necessary performance guarantee for performance as per Clause 21 of ITT.
CE(W)-08:- Development of Service Road in between Mayur Vihar Metro Station and Adjoing Nallah

ii. Commence the work as per terms & conditions of Tender after issuance of LOA

iii. Enter into the Contract within the time limit specified in Clause 20 of ITT

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

SUBMISSION OF TENDERS

11.0 SEALING AND MARKING OF TENDERS

11.1 The Tenderer shall submit their tender online. Only ‘Tender Security’ and ‘Cost of Tender Documents’ shall be submitted in originals in an sealed envelope as per schedule mention in NIT to the Project Manager/ Staff Quarter-1 in the office of and addressed to:
CE/Works,
Delhi Metro Rail Corporation Ltd.,
5th Floor, A Wing, Metro Bhawan,
Barakhamba Road, New Delhi-110001

(a) Bear the following identification for Tender Security
“TENDER SECURITY”
Tender Reference No.- CE(W)-08
DO NOT OPEN BEFORE ……Hrs. on……

(b) Bear the following identification for Tender Security
“COST OF TENDER DOCUMENT”
Tender Reference No.- CE(W)-08
DO NOT OPEN BEFORE ……Hrs. on……

11.2 The envelope shall be submitted in person to the Project Manager/SQ-1,Office of
CE/Works, Delhi Metro Rail Corporation Ltd., 5th Floor, A Wing, Metro Bhawan,
Barakhamba Road, New Delhi. The engineer/employer cannot take any cognizance
and shall not be responsible for delay in transit. Tender 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.

11.3 ‘Tender Security’ and ‘Cost of Tender Document’ submitted after due date and time
shall not be accepted and online tenders of such tenderers shall liable to be rejected
summarily.

11.4 The Employer/Engineer may, at his discretion, extend this date for the submission of
tender by amending the Tender Documents in accordance with Clause 4.0, in which
case all rights and obligations of the Employer and the tenderer previously subject to
the original date shall thereafter be subject to the new deadline as extended. If such
nominated date for submission of tender is subsequently declared as a Public
Holiday by the Employer, the next official working day shall be deemed as the date
for submission of tender at the same time.

12.0 LATE TENDERS

12.1 Tenders have to be submitted online on e-tendering website
https://eprocure.gov.in/eprocure/app. It shall be the responsibility of the tenderer to
ensure that his tender is submitted on e-tendering website of DMRC before the
deadline of submission prescribed in NIT.
12.2 Submission of Tender shall be closed on e-tendering website of DMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted.

12.3 It shall be the responsibility of the bidder/ tenderer to ensure that his tender is submitted online on e-tendering website https://eprocure.gov.in/eprocure/app before the deadline of submission. DMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

TENDER OPENING AND EVALUATION

13.0 TENDER OPENING

13.1(a) Envelopes containing ‘Tender Security’ and ‘Cost of Tender Document’ will be opened first. On opening of the same, DMRC will first check the details of tender cost and tender security submitted by the tenderer on online and cross verify the same with the hard copy submitted.

(b) Tender of those tenderers who have not submitted ‘Tender Security’ and ‘Cost of Tender Documents’ shall not be opened.

(c) Tender of those tenderers who have not submitted valid ‘Tender Security’ and ‘Cost of Tender Documents’ shall be considered as non-responsive and liable to be rejected summarily.

13.2 The tender of tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderer who choose to attend on date & time as mentioned in tender document in the office of CE/Works, Delhi Metro Rail Corporation Ltd., 5th Floor, A Wing, Metro Bhawan, Barakhamba Road, New Delhi-110001. Tenderers may visit DMRC e-procurement website to know the latest tender opening information after completion of opening process. 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. The tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

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

14.0 Evaluation of Tenders

14.1 The financial Bid of only those tenderers which comply with the requirement of the tender and are substantially responsive will be evaluated.

14.2 The evaluation of financial proposals by the Employer/Engineer will take into account, in addition to the tender amounts, the followings factors:

   a. Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 16.

   b. Such other factors of administrative nature as the employer may consider having potentially significant impact on contract execution, price & payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

   c. 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.
15.0 PROCESS TO BE CONFIDENTIAL

15.1 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.

15.2 Any effort by a tenderer to influence the employer/engineer in the process of examination, clarification, evaluation and comparison of tenders and in decision concerning award of contract, may result in the rejection of the tenderers tender.

16.0 CORRECTION OF ERRORS

16.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer 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 quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

16.2 If a tender does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

AWARD OF CONTRACT

17.0 AWARD CRITERIA

17.1 Subject to Clause 7.0, the Employer will award, the Contract to the lowest tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.

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

18.1 Notwithstanding clause 17.1, 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, or to divide the contract between/amongst tenderers without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the employer’s action.

19.0 NOTIFICATION OF AWARD

19.1 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 telex, to be confirmed in writing by 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 and completion of the works by the contractor as prescribed by the
 CE(W)-08: Development of Service Road in between Mayur Vihar Metro Station and Adjoining Nallah Section – 2/Instructions to Tenderers (ITT)

19.2 The Letter of acceptance will constitute a part of a contract.

19.3 Upon “Letter of Acceptance” being signed and returned by the successful tenderer as per clause 19.1, the employer will promptly notify the unsuccessful tenderers and discharge/return their tender securities.

20.0 SIGNING OF AGREEMENT

20.1 The Engineer/Employer shall prepare the agreement in the Proforma (Annexure-3) 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. The performance security should be submitted immediately after issue of letter of acceptance but not later than the agreement duly signed by the Employer will supply to the agreement is signed between the parties. The Employer will supply to the Contractor one copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories.

Prior to signing of the Contract Agreement, the successful tenderer shall submit the followings

20.2 Documents required within a period of 15 days from the date of issue of the Letter of acceptance:
   a. Performance Guarantee
   b. Power of Attorney

21.0 PERFORMANCE GUARANTEE

21.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from the Scheduled commercial Bank (including Schedule Commercial Foreign Banks) in India in the currency in which the Contract Price is Payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

(a) Bank draft in favour of “Delhi Metro Rail Corporation Ltd.”, payable at “New Delhi” from a Scheduled Commercial Bank based in India, or

(b) Fixed Deposit Receipt of a Scheduled Commercial Bank/Post Offices based in India duly pledged in favour of “Delhi Metro Rail Corporation Ltd., or

(c) Irrevocable bank guarantee in the prescribed format, given in Annexure-2 of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer’s bank through SFMS. The details of Employer’s bank are as under:

ICICI BANK LTD
The Bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

In Case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV/ Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

The Performance Guarantee should be valid for a period of 6 (six) months beyond the Defect Liability Period.

21.2 The Tenderer has to furnish other Guarantees, Undertakings, and warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

21.3 Failure of the successful Tenderer to comply with the requirements of paragraphs 21.2 and 21.3 shall constitute grounds for the annulment of the award and forfeiture of Tender Security.

22.0 Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS
There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
**Annexure-1**

**As per clause 1.1.3.1 B(i)**

**PROFORMA FOR BANKING REFERENCE FOR LIQUIDITY**

**BANK CERTIFICATE**

This is to certify that M/s..............................................is a reputed company with a good financial standing.

If the contract for the work, namely..............................................is awarded to the above firm,

We shall provide overdraft/ credit facilities to the extent of Rs..................to meet their working capital requirements for executing the above contract.

-Sd-

Name of Bank___________________
Senior Bank Manager______________
Address of the Bank_______________

- Change the text as follows for Joint Venture

This is to certify that M/s.............................................., who has formed a JV with M/s..............................................and M/s ..............................................for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely..............................................is awarded to the above joint venture, we shall provide overdraft/ credit facilities to the extent of Rs.................................to M/s..............................................to meet their working capital requirements for executing the above contract.

(This should be given by the JV members in proportion to their participation)
ANNEXURE-1A

FORM OF BANK GUARANTEE FOR TENDER SECURITY
(Refer Clause 10.0 of “Instructions to Tenderers”)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

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

2. WHEREAS…………………………(Name of Tenderer) (hereinafter called “the
   Tenderer”) has submitted its tender dated__________for …………… (Name of the work as per clause 1.1.1 of
   NIT) hereinafter called the tender.

   AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of
   Rs. …………………….. as Tender Security against the Tenderer’s offer as aforesaid.

   AND WHEREAS………………………… (Name of Bank) have, at the request of the
   Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

   a. That the Employer may without affecting this guarantee grant time or other indulgence to or
      negotiate further with the Tenderer in regard to the conditions contained in the said tender
      and thereby modify these conditions or add thereto any further conditions as may be mutually
      agreed upon between the Employer and the Tenderer.

   b. That the guarantee hereinbefore contained shall not be affected by any change in the
      constitution of our Bank or in the constitution of the Tenderer.

   c. That any account settled between the Employer and the Tenderer shall be conclusive
      evidence against us of the amount due hereunder and shall not be questioned by us.

   d. That this Guarantee commences from the date hereof and shall remain in force till
      …………………….. (date to be filled up)

   e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an
      interpretation is repugnant to the subject or context, include their respective successors and
      assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

   a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the
      Form of Tender, or
b) if the Tenderer does not accept the correction of his tender price in terms of **Clause 10.2 (b)** of the “Instructions to Tenderers”.

c) if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:

i. fails or refuses to furnish the Performance Security in accordance with **Clause 10.2 c (i)** of the “Instructions to Tenderers” and/or

ii. fails or refuses to enter into a Contract within the time limit specified in **Clause 10.2 c(iii)** of the “Instructions to Tenderers”.

We undertake to pay to the Employer mere on demand without demur up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

5. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed `……………(Rupees………)`

b) This Bank Guarantee shall be valid up to …………….

c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before………….

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

For and on behalf of the…………………………. Bank.

<table>
<thead>
<tr>
<th>Signature of Witness</th>
<th>Signature of Authorized Official of the Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name :</td>
<td>Name of Official ..............................</td>
</tr>
<tr>
<td>Address :</td>
<td>Designation ...................................</td>
</tr>
<tr>
<td>Stamp/Seal of the Bank</td>
<td>...................................</td>
</tr>
</tbody>
</table>

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.

2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
ANNEXURE-2

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of ………………. (month & year) 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 work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to ……………………………… (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 `…………………(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 `………………… (Amount in figures and Words) as stated above.

5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall beabsolute and unequivocal.

6. This Guarantee is valid till ……………………. (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 4.2 of the “General Conditions of Contract”.)

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.

11. Notwithstanding anything contained herein:

   d) Our liability under this Bank Guarantee shall not exceed `………………(Rupees………)

   e) This Bank Guarantee shall be valid up to ……………

   f) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before…………

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

For and on behalf of the…………………………. Bank.

**Signature of Authorized Bank official**

Name : .................................

Designation : .................................

Stamp/Seal of the Bank : .................................

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

Witness 1. .................................  Witness 2. .................................

Signature ................................. Signature .................................

Name ................................. Name .................................

Address ................................. Address .................................

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.

2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
ANNEXURE-3

FORM OF CONTRACT AGREEMENT

(Refer Clause 20.0 of ITT)

This Agreement is made at New Delhi on the ............. day of ........... (month) 2016
Between Delhi Metro Rail Corporation Limited, 5th Floor, Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi –110 001 hereinafter called “the Employer” of the one part
and ........................................ (Name & 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) the Works should be executed, viz. .............(Name of
work as mentioned under Clause 1.1 of NIT) 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.

This agreement is signed between ...................................................... (for and on behalf
of the Employer) and ................................................................. (for and on behalf of the
Contractor).

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. These documents shall be signed by..................................................
(for and on behalf of the Employer) and ................................................................. (for
and on behalf of the Contractor).

   a) Notice Inviting Tender (NIT)
   b) Instructions to Tenderers (ITT)(Including Annexures)
   c) Form of Tender with Appendix
   d) Special Conditions of Contract (SCC)
   e) General Conditions of Contract (GCC)
   f) Conditions of contract on Safety, Health & Environment (SHE).
   g) Employer’s Requirements
   h) Specifications
   i) Tender Drawings
   j) Bill of Quantities
   k) Letter of acceptance (LOA)
   l) Contractor’s proposal submitted along with the tender
   m) Any other item as applicable

The modifications to the tender documents communicated through the Addenda (....... Numbers) issued to the tenderers at the time of tender have been incorporated in the
CE(W)-08: Development of Service Road in between Mayur Vihar Metro Station and Adjoining Nallah consolidated contract documents. Hence, the Addenda (……………. Numbers) are not included in the contract documents. Copies of the Addenda are available with the Employer, Contractor and Employer’s Representative. As and when required, they could be referred to and in case of any discrepancy

Between the corrections/modifications incorporated in the consolidated contract documents and the Addenda, the provision of the Addenda shall prevail.

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 Total Contract Price of **’ .......................... 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   For and on behalf of the Employer

Signature of the authorized official  Signature of the authorized official

Name of the official  Name of the official
By the said ......................(Name) on behalf of the Contractor in the presence of:

By the said ......................(Name) on behalf of the Employer in the presence of:

Witness

Name : ............................................ Name :

Address : ..........................................

.............................................

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
Annexure-4

As per clause

Requirements for Tenderer’s Technical proposal

1. The Tenderer’s Technical proposals shall comply or subject to reasonable development, be capable of complying with the Employer’s Requirements in all respects. The Tenderer’s Technical proposals shall demonstrates such compliance. The Tenderer’s Technical Proposals shall establish firmly the intended methodology.

2. The Tenderer’s Technical Proposals shall cover the following:

   2.1 Understanding and comprehensive of the work involved;
   2.2 The general approach and methodology proposed for carrying out the services covered in the scope of work, including such detailed information as deemed relevant;
   2.3 Testing and investigations to be undertaken.
SECTION-3

FORM OF TENDER

Note

i  The appendix forms part of the tender.

ii Tenderers are required to fill up all the blank spaces in these forms of tender and appendix.

Name of Work: CE(W)-08: Development of Service Road in between Mayur Vihar Metro Station and adjoining Nallah

To,

Project Manager/SQ-1
Delhi Metro Rail Corporation Ltd.
5th Floor, A Wing, Metro Bhawan,
Barakhamba Road,
New Delhi– 110001

1. Having visited the site and examined the General as well as special conditions of contract, technical specifications, instruction to tenderers, conceptual/layout drawings and addenda for the execution of above named works, we the undersigned offer to execute and complete such works and remedy defects therein in conformity with the said conditions of contract, specifications, conceptual/layout drawings and addenda for the sum of Rs. ……………………………………or such other sum as may be ascertained in accordance with the said conditions.

2. We acknowledge that the appendix forms as integral part of the tender.

3. We undertake, if our tender is accepted to commence the works within 07 days of issue of the order to commence and to complete the whole of the works comprised in the contract within 30 days period calculated from the date of issue of the letter of acceptance as indicated in the appendix.

4. We have independently considered the amount shown in clause 57 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.

5. We agree to abide by this tender for a minimum period of 180 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.

6. 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.

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

8. If our tender is accepted we understand that we are to be held solely responsible for the due performance of the contract.
Dated this ________________ day of __________________________ 2016

Signature & Name __________________ in the capacity of ________________

Witness – Signature ______________________________________________ 

Name __________________________________________________________

Address ________________________________________________________

Occupation _____________________________________________________
## APPENDIX TO THE FORM OF TENDER

### APPENDIX

Condition of contract

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Description</th>
<th>Reference</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Amount of Bank Guarantee as Performance security</td>
<td>4.6.2 of General conditions</td>
<td>10 percent of the contract price</td>
</tr>
<tr>
<td>ii.</td>
<td>Minimum amount of third party Insurance</td>
<td>6.1 of General Conditions</td>
<td>0.5 million for any one incident, with no of incidents unlimited</td>
</tr>
<tr>
<td>iii.</td>
<td>Period for commencement from engineer’s order to commence</td>
<td>10.1 of General conditions</td>
<td>From the date of issue of letter of acceptance</td>
</tr>
<tr>
<td>iv.</td>
<td>Time for completion from the date of issue of the letter of acceptance</td>
<td>2.3 (e) of I T T</td>
<td>02 months</td>
</tr>
<tr>
<td>v.</td>
<td>Amount of liquidated damages of extension of completion date due to delays by the contractor</td>
<td>10.8.2 of General conditions</td>
<td>0.50% of Contract value of works for each week or part of week contractor is in default, subject to max. of 10% of contract value.</td>
</tr>
</tbody>
</table>

Signature of authorized signatory on behalf of tenderer

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Place</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM OF TENDER (FOT)

Date: ………………………

To:

Project Manager/SQ-1
Delhi Metro Rail Corporation
‘A’-Wing, 5th Floor, Metro Bhawan,
Fire Brigade Lane,
Barakamba Road,
New Delhi –110 001

CE(W)-08:- Development of Service Road in between Mayur Vihar Metro Station and adjoining Nallah

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Tender Drawings and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the DMRC in respect of above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 hereto, we hereby (jointly and severally)* offer to construct and complete the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the above documents within the completion period of 02 months (from the date of commencement) for the sum stated in the Bill of Quantities (Volume 6 of Tender Documents) as completed by us and appended hereto.

2. We undertake (jointly and severally)*:

(a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and

(b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and

(c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the DMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.

3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.

4. 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.

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

6. 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
CE(W)-08:- Development of Service Road in between Mayur Vihar Metro Station and Adjoining Nallah 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. 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.

7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at New Delhi will have exclusive jurisdiction in the matter.

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

9. We have independently considered the amount shown Clause 8.5 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.

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

We are, Gentlemen,                             Yours faithfully,

Signature........................................

Date...........................................

Name...........................................

For and on behalf of ................................

Address...........................................

Witness:

1.                  2.

Signature: ---------------  Signature: ---------------

Date ------------  Date ------------

Name ---------------  Name ---------------

Address ---------------  Address ---------------

* Note:
If the Tenderer comprises a partnership, joint venture or consortium:

(a) The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium).

(b) The liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.

(c) An authorised representative of each member must sign the Tender.

(d) Signature on the Form of Tender shall be witnessed and dated.

(e) Copies of the relevant power of attorney shall be attached.
### REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT (GCC)

<table>
<thead>
<tr>
<th>S.N</th>
<th>DESCRIPTION</th>
<th>REF TO CLAUSE NO.</th>
<th>REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Amount of Performance Security</td>
<td>Clause 4.2 of the GCC</td>
<td>10% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC.</td>
</tr>
<tr>
<td>ii</td>
<td>Latest ‘date for commencement’ of the Works</td>
<td>Clause 8.1 of the GCC</td>
<td>Date given in LOA or Employer’s Notice to Proceed</td>
</tr>
<tr>
<td>iii</td>
<td>‘Time for completion’ of the work from the date of commencement of the work</td>
<td>Clause 8.2 of the GCC</td>
<td><strong>02 months</strong></td>
</tr>
<tr>
<td>iv</td>
<td>Liquidated Damages</td>
<td>Clause 8.5 of the GCC</td>
<td>(i) Liquidated damages shall be levied as per the rate given in Appendix 2B of Employer’s Requirement for delay.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(ii) The maximum limit of Liquidated Damages on Key Dates shall be 10% of the total Contract Value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.</td>
</tr>
<tr>
<td>V</td>
<td>‘Defects Liability Period’ for the whole of the Works</td>
<td>Clause 10 of the GCC</td>
<td><strong>52 weeks</strong> after the date of issue of Taking-Over Certificate for the Whole of the Works.</td>
</tr>
<tr>
<td>vi</td>
<td>Amount of advance payment</td>
<td>Clause 11.2 of the GCC</td>
<td>Deleted</td>
</tr>
<tr>
<td>vii</td>
<td>Amount of Professional Indemnity Insurance (PII).</td>
<td>Clause 15.1 and 15.5 of the GCC</td>
<td>Deleted</td>
</tr>
<tr>
<td>viii</td>
<td>Insurance cover for Contractor’s All Risk and other requirements as specified in the GCC</td>
<td>Clause 15 of the GCC</td>
<td><strong>100%</strong> of the Total Contract Price.</td>
</tr>
<tr>
<td>ix</td>
<td>Amount of Third Party Insurance</td>
<td>Clause 5.8 and 15.3 of the GCC</td>
<td><strong>INR 0.50 Million</strong> for any one incident, with no. of incidents unlimited.</td>
</tr>
<tr>
<td>x</td>
<td>Period in which all insurances have to be effected</td>
<td>Clause 15.5 of the GCC</td>
<td><strong>Within 1 weeks from the “date of commencement”</strong></td>
</tr>
<tr>
<td>xi</td>
<td>Contract Key Dates</td>
<td>Clause 8.5 of the GCC</td>
<td>Work to be completed in all respects within 02 months from the date of commencement of the work</td>
</tr>
<tr>
<td>xii</td>
<td>(a) Contractor’s Name and Address</td>
<td>GCC clause 18.1</td>
<td>……………. (Tenderer to Complete) …………….</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------</td>
<td>-----------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>(b) Employer’s Name and Address</td>
<td>GCC clause 18.2</td>
<td>Delhi Metro Rail Corporation Ltd.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi - 110001</td>
</tr>
</tbody>
</table>

Date : ………………..
Place : ……………….. ……….. ……….

Signature of authorized signatory of Tenderer
We, (name of tenderer/ joint venture) hereby undertake that, the bill of Quantities & Schedule of Payments (Section6 of the tender document) duly completed in all respect has been uploaded by us in Package 2 – Financial Package.

Signed......

For and on behalf of

(Name of tender / joint venture)
OUTLINE QUALITY PLAN

The Contractor shall establish and maintain a Quality Assurance System in construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

The Tenderer shall submit as part of his Tender an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Tenderer’s proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

The Tenderer may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a plan.
OUTLINE SAFETY, HEALTH & ENVIRONMENT PLAN

The Tenderer shall submit as part of his Tender an Outline Safety, Health & Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer’s proposals for achieving effective and efficient compliance to the conditions of contract on SHE and SHE manual. The Outline Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Clause 4.16 and 4.17 of the GCC.

The Outline Plan shall be headed with a formal statement of policy in relation to safety, Health & Environment protection and shall be sufficiently informative to define the Tenderer’s plans and set out in summary an adequate basis for the development of the Site Safety, Health & Environment Plan to be submitted in accordance with Clause 4.16 and 4.17 of the GCC.

The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health & Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.
TENDERER’S TECHNICAL PROPOSALS

The Tenderer shall prepare his Technical Proposals based on the contents of Annexure-4 to the Instructions to Tenderers.
## General Information about the Tenderer

### A. Tenderer Information Sheet

<table>
<thead>
<tr>
<th>Tenderer’s Legal Name</th>
<th>Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal status of the Tenderer</td>
<td>Legal Name of JV/Consortium member % participation</td>
</tr>
<tr>
<td>In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))</td>
<td>1. Legal Name of JV/Consortium member</td>
</tr>
<tr>
<td></td>
<td>2. Legal Name of JV/Consortium member</td>
</tr>
<tr>
<td></td>
<td>3. Legal Name of JV/Consortium member</td>
</tr>
<tr>
<td>Lead member of JV/Consortium</td>
<td></td>
</tr>
<tr>
<td>Tenderer’s legal address in India, telephone numbers, fax numbers, email address for communication</td>
<td></td>
</tr>
<tr>
<td>Tenderer’s authorized signatory (name, designation, address, contact no.)</td>
<td></td>
</tr>
<tr>
<td>Tenderer’s authorized representative (name, designation, address, contact no.)</td>
<td></td>
</tr>
</tbody>
</table>
**FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER:** (by each member in case of JV/consortium):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Affidavit in case of Proprietary firm.</td>
</tr>
<tr>
<td>b)</td>
<td>Partnership Deed in case of partnership firm.</td>
</tr>
<tr>
<td>c)</td>
<td>Memorandum &amp; Article of Association in case of a Public/Private limited company.</td>
</tr>
<tr>
<td>d)</td>
<td>In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture/ consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</td>
</tr>
<tr>
<td>e)</td>
<td>Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.</td>
</tr>
</tbody>
</table>

**Note:** Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with DMRC related to the tender.
### B. JV/CONSORTIUM MEMBER INFORMATION

#### MEMBER – 1

<table>
<thead>
<tr>
<th>JV/Consortium Member’s Legal Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal status of the Member</td>
<td>Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)</td>
</tr>
<tr>
<td>Member’s country of constitution</td>
<td></td>
</tr>
<tr>
<td>Member’s legal address, telephone numbers, fax numbers, email address)</td>
<td></td>
</tr>
<tr>
<td>Member’s authorized representative (name, designation, address)</td>
<td></td>
</tr>
</tbody>
</table>

#### MEMBER – 2

<table>
<thead>
<tr>
<th>JV/Consortium Member’s Legal Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal status of the Member</td>
<td>Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)</td>
</tr>
<tr>
<td>Member’s country of constitution</td>
<td></td>
</tr>
<tr>
<td>Member’s legal address, telephone numbers, fax numbers, email address)</td>
<td></td>
</tr>
<tr>
<td>Member’s authorized representative (name, designation, address)</td>
<td></td>
</tr>
</tbody>
</table>

### SIGNATURE OF AUTHORIZED SIGNATORY

ON BEHALF OF TENDERER
FORM OF TENDER - APPENDIX 7

STAFFING SCHEDULES AND ORGANISATION CHART

We hereby confirm to deploy the minimum manpower as per clause 2.2 of NIT and with prescribe qualifications and experiences as detailed. We also confirm to deploy manpower required for safety as per General instructions: DMRC/SHE/G1/001/MPR/200106 under condition of contract on Safety, Health & Environment, Phase-II version 1.2.

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER

The Tenderer shall provide a complete Staffing Schedule and Organisation Chart he proposes for the work which has to satisfy the aforesaid requirement.
### Schedule of Components Manufactured Offshore

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Plant to be Imported</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(to be produced and submitted by Tenderers)</td>
</tr>
</tbody>
</table>
FORM OF TENDER - APPENDIX 9

TENDER INDEX

The Tenderer shall include with his Tender an index which cross refers all of the Employer’s tender requirements elaborated in these documents to all the individual sections within Tender Package 1: Technical Package and Tender Package 2: Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

The Tender Packages submitted must be clearly presented, all pages numbered and aid out in a logical sequence with main and subheadings to facilitate evaluation.
RESOURCES PROPOSED FOR THE PROJECT - PLANTS & EQUIPMENT

1. We hereby confirm to deploy the minimum resources as per mentioned minimum requirement

2. We also confirm to deploy plants & equipments over and above the minimum numbers indicates, if the work requires so.

Seal & Signature of Authorized Signatory of the Tenderer

The Tenderer shall provide complete details of Resource Plants & Equipments he proposes for the work which has to satisfy the requirement of item 1, 2 above.
UNDERTAKING FOR CORRUPT AND FRAUDULANT PRACTICE

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice as defined in Clause 4.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and 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 will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

NOTE:
1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.
COPYRIGHT UNDERTAKING

Date ........................

To:

Project Manager/SQ-1,
Delhi Metro Rail Corporation
5th Floor, A-Wing, Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,
New Delhi –110 001

LETTER OF UNDERTAKING

Contract: CE(W)-08:- Development of Service Road in between Mayur Vihar Metro Station and adjoin Nallah

We, (name of tenderer / joint venture) hereby undertake that the tender and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by Delhi Metro Corporation shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub contractors of the joint venture are, or will be involved with either in India or any other country.

Signed......

For and on behalf of

(Name of tender / joint venture)
FORM OF TENDER - APPENDIX 13

PROFORMA FOR STATEMENT OF MINOR DEVIATIONS

1. The following are the particulars of minor deviations from the requirements of the Tender Document:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remarks (including justification)</th>
<th>Confirming that price of adjustment of each deviation/s is given in Annexure 13A of financial package (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. The Tenderer shall indicate price adjustment against each deviation in Annexure of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

Signature of authorized signatory on behalf of Tenderer
FORM OF TENDER - APPENDIX 14

TENTATIVE PROJECT IMPLEMENTATION PROGRAMME

To be submitted by tenderer
FORM OF TENDER - APPENDIX 15

FINANCIAL DATA
(WORKS DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER (CONSTITUENT MEMBER IN CASE OF JV/CONSORTIUM):

(All amounts in Rupees in Lacs)

<table>
<thead>
<tr>
<th>S.</th>
<th>DESCRIPTION</th>
<th>Financial Data for Last 5 Audited Financial Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total value of works done as per audited financial statements</td>
<td>3</td>
</tr>
</tbody>
</table>

NOTE:
1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.
5. Historic financial statements must be complete, including all notes to the financial statements.
6. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2011, 2012, 2013, 2014, 2015 & 2016.
7. The above financial data will be updated to 31.12.2016 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

FORM OF TENDER – APPENDIX 16
## WORKS IN HAND

AS on first day of the month of tender submission

**Applicant’s legal name** ……………………………….  **Date**……………………………………

**Group Member’s legal name**……………………….  **Page** .......... of .......... pages

<table>
<thead>
<tr>
<th>Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))</th>
<th>Name of client with telephone number and fax number</th>
<th>Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))</th>
<th>Value of balance work yet to be done in Rupee equivalent as on 31.12.2016</th>
<th>Date of Completion as per Contract Agreement</th>
<th>Expected Completion Date</th>
<th>Delay if any, with reason</th>
<th>Value of work to be done during next 02 months w.e.f 01.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.
**Form of Tender - Appendix- 17**

**WORK EXPERIENCE**

Applicant’s legal name ……………………… Date………………………………

Group Member’s legal name………………………… Page ……….. of ……….. Pages

For works as stipulated under clause no. 1.1.3.2 (A) (considering escalation as per Clause 1.1.3.2 of Notes Bullet no.3)

<table>
<thead>
<tr>
<th>Specific Construction Experience</th>
<th>Individual</th>
<th>JV Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Similar Contract Number ______ of ______ required</td>
<td>Information</td>
<td></td>
</tr>
<tr>
<td>Contract Identification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completion date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employer’s Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employer’s Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone / Fax number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E Mail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Role in Contract (Individual/JV-Consortium member)</td>
<td>Individual</td>
<td>JV Member</td>
</tr>
<tr>
<td>Completion Cost</td>
<td>Currency (as stated in Clients Certificate)</td>
<td>In equivalent INR at 31.12.2016 price level</td>
</tr>
<tr>
<td>If JV member specify percentage participation in contract &amp; amount (Please refer Note-1)</td>
<td>% participation</td>
<td>In equivalent INR at 31.12.2016 price level</td>
</tr>
</tbody>
</table>

**NOTE:**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. 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.

2. Separate sheet for each work along with Clients Certificate to be submitted.
**Appendix -17A:**

**Summary of Information provided in Appendix 17**

<table>
<thead>
<tr>
<th>Applicant’s legal name</th>
<th>Date</th>
<th>Group Member’s legal name</th>
<th>Page</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant (each member in case of group)</th>
<th>Total Number of works As per clause no. 1.1.3.2 A at the price level of 31.12.2016</th>
<th>No. of contracts delayed, i.e., completed beyond the original date of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:-**

1. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.

2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately?
## Financial DATA

**Applicant's legal name** ………………………….**Date** ……………………………

**Group Member's legal name**………………………… **Page** ……….. of ……….. Pages

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Description</th>
<th>Financial Data for Latest Last 5 Years (Indian Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total Assets</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Total External Liabilities</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Annual Profits Before Taxes</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Annual Profits After Taxes</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Net Worth [= 1 - 3]</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Liquidity [=2 - 4]</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Return on Equity</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Annual turnover (from construction)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Gross Annual turnover</td>
<td></td>
</tr>
</tbody>
</table>
Each applicant of member of a JV must fill in this form

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2011, 2012, 2013, 2014, 2015 & 2016.
6. Return on Equity = Net Income / Shareholders Equity
   Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Share holders equity does not include preferred shares.
7. This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.
FORM OF TENDER- Appendix- 19

UNDEARTAKING FOR DOWNLOADED TENDER DOCUMENT

We hereby confirm that, we have downloaded / read the complete set of tender documents (as detailed in NIT Clause 1.2.2)/addendum/clarifications along with the set of enclosures hosted on e-tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY
SECTION-4

GENERAL CONDITIONS OF CONTRACT
SECTION-5
SPECIAL CONDITIONS OF CONTRACT
SECTION-5

Special Conditions of Contract

1. **Night Work:** If the work is carried out at night, the Contractor shall take care of proper lighting, barricading, fencing etc. of the work site to ensure smooth & safe movement of traffic and public. Nothing shall be payable on this account.

2. **Safety precaution during progress of work:** While executing the contract the contractor shall take all precautionary measures in order to ensure safe working conditions ensuring protection of his own personnel. DMRC contractor will barricade the working area / bore hole location as directed by engineer and provide blinders, reflective tape and other traffic signage etc. During work contractor will ensure that there does not occur any slippage of water, muck outside barricade area for which nothing for barricade shall be paid. The Contractor shall take all precautions to ensure safety of the staff, the entire responsibility fall on the part of the contractor.

3. **Security Measures:** Security arrangements for work shall be in accordance with general requirement and the contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.

   3.1 The contractor’s as well as sub contractor’s employees and representatives shall wear identification badges (cards), uniforms, helmets & other safety / precaution wear as directed by engineer and to be provided by the contractor and shall be wear at all times while at site.

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

   3.3 The contractor shall be responsible for security of the works of the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not be limited to maintain of Law and Order at site, provision of all lighting, guard flagman and all other measures necessary for the protection of works within the colonies, camps and elsewhere at site, all materials delivered to site and all persons involved in connection with the works continuously throughout working and non working periods including nights, Sundays and holidays, for the duration of contract. However, at work sites in close proximity of traffic corridors where public and traffic
are likely to come close to the work area, suitable barricading as directed by Engineer in charge shall be provided.

3.4 Separate payment for provision of securities shall not be made and deemed to include in the item of Bill of Quantities.

**Damage to Government property or private life & property:** The contractor shall be responsible for all risks to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Government (including Utility Services). DMRC is not responsible for the lives of persons or property of others whatever may be the cause in connection with or as a result of execution of works until they are taken over by DMRC, even though all reasonable and proper precautions may have been taken by the contractor. Such cost loss or damages or to pay compensation (including that payable under the provisions of the Workmen’s Compensation Act or any statutory amendments thereof) to any person or persons sustaining damages as omission on the part of the contractor. The amount of any cost or charges (including costs and charges in connection with legal proceedings), which may incur in reference thereto, shall be charged to the or to defend or comprise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor to take such steps as may be considered necessary or desirable to ward off mitigate the effect of such proceedings, charging to the contractor as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the property of any such payment, defense or comprise and the incurring of any such expenses shall not be called in question by the contractor. Contractor shall take care of any theft, damage, etc to the utilities exposed during trenching until the trench is measures and restored. For this purpose, it is desirable to man the site till all utilities are exposed. Any theft, damage, etc caused at work site shall be payable by the contractor.

4. **Risk and Cost:** In case contractor fails to complete work as per schedule, DMRC has discretion to get the work completed from any other agency at his risk and cost.

5. **Permission:** Contractor shall take necessary permission from the concerned agencies for carrying the trenching work. However, assistance in form of letters etc to local agencies for obtaining permission for read cutting at specific location shall be extended to contractor.

6. **Force Majeure:** Water, invasion, revolution, riots, sabotage, lockouts, strikes, work shut down imposed by Government acts or legislative or other authorities stoppage in supply of raw materials, fuel or electricity, breakdown or machinery by mob or mass, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages or any other acts or events whatsoever, which are beyond reasonable
controls of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement will be considered Force Majeure. In such an event DMRC shall grant necessary extension of completion date to cover the delays caused by Force Majeure without any financial repercussions.

7. **Measurement of Works:** The Contractor shall maintain full details of daily works done, labour employed and program thereof in a register which should be produced to DMRC’s representative for checking from time to time. Running payments to the Contractor will be made on his submission of the bill and verification by the Engineer's Representative.

8. **Running payments not prejudicial to final settlement:** Running payment made to the contractor shall be without prejudice to the final payment of accounts (except where measurements are specifically noted in the measurement book as final measurements and as such have been signed by the contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such account nor of any particular quantity of works having been executed nor of the manner or its execution being satisfactory.

9. **Certificate of completion of work:** As soon as in the opinion of the Engineer-in-charge, the work shall have been substantially completed the Engineer-in-Charge shall issue a certificate of completion in respect of works.

10. **Escalation:** No escalation in rates shall be allowed on any whatsoever on any account.

11. **Security Deposit:** Engineer in charge will refund the tender security only after completion of work in all respects by the contractor and formal issue of completion certificate by the Engineer.

12. DMRC shall have power to make any alteration, omission, addition and substitution for the original work. No claim whatever on account of above shall be entertained except the payment for the actual work done.

13. The violation of Labour Laws viz. Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971 made there under or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties imposed by Statutory Authorities in terms of applicable Act/Rules:
1). Delay in payment of dues to any workman - Rs. 100/- per day per workman

2). Making payment in the absence of Principal Employer’s Representative deputed by Engineer - Rs. 10,000/- for each violation

3). Not providing the medical facilities to workmen as per contract provisions - Rs. 1,000/- per day

4). Non-compliance of any other provisions of labour laws, pointed out by Employer/Engineer or their representative - Rs. 5,000/- for each non-compliance informed in writing under the contract.

The decision of Engineer with regard to the merits of imposition of penalty determination of non-compliance and amount of penalty shall be final and binding on Contractor. The ‘Contract’ under this sub-clause shall include any workmen employed by contractor working within premises of Works at Employer’s establishment whether directly or through Sub-Contractor etc.

14. Warranty/DLP

Defects Liability Period (DLP) shall be for a period of 52 Weeks after the date of issue of the latest Taking over certificate for the whole of the works.
SECTION-6

TECHNICAL SPECIFICATIONS
SECTION-6

TECHNICAL SPECIFICATIONS

General:

1. Civil Items
The Civil works shall be carried out in accordance with Indian standard code of practice for execution of work. It shall also confirm requirement / specification of the item executed and as mentioned in the bill of quantity for DSR items the work shall be carried out as per CPWD specification with up to date amendment & relevant IS codes. In case of non DSR items, manufacturers’ specifications approved by DMRC shall be followed.

Refer: DSR 2014/CPWD technical specification part I & II & relevant IS codes.
SECTION-7

BILL OF QUANTITIES
SECTION-7

BILL OF QUANTITIES

PREAMBLE

1. This Bill of Quantities shall be read in conjunction with the Instruction to Tenderers. General and Special Conditions of contract, General Conditions of Contract, Notice Inviting Tenders, Technical Specifications and Conceptual / Layout Drawings.

2. The rates and prices tendered in the priced bill of quantities should be for completed and finished item of work and complete in all respects. Demolition of existing structures shall be carried out without making any damage to adjacent structures, utilities and with all safety measures. It will be deemed to include cost of all plants, labour, supervision, materials, transport, all temporary works, erection, maintenance, utility identification, contractor’s profit and establishment/overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contract. Nothing extra to the rates, shown herein after will be paid on any account whatsoever. For taxes and duties, refer clause 7.6 of ITT.

3. Errors shall be corrected by the employer for any arithmetic errors in computation or summation as indicated in clause 16.0 of Instructions to Tenderers. If the tenderer fails to quote rates against any item, the tender will be treated as incomplete and non-responsive and shall be rejected.

4. All the unit rates and amounts shall be filled both in figures and words. In case of any discrepancy between the two, the value provided in words shall be treated as sacrosanct.

5. All columns in BOQ shall be filled in indelible ink or type written and total tender amount shown in the bottom. The person authorized to sign on behalf of the tenderer shall sign in full with the date at the bottom of all pages and at the end of schedule.


7. The recovery of Sales Tax of works contract shall be made from the Contractor’s Bills as per rules.
8. The recovery of labour cess shall be made from the Contractor’s Bills as per rules.
9. The Contractor may raise their ‘On Account’ payments on by-monthly basis as per the status of work.

I / We clearly understand that I / we am / are not entitled to any other payment on account whatsoever except at the tendered Rates for fully completed works as per Conditions of Contract.
SECTION-8

CONDITION OF CONTRACT ON SAFETY, HEALTH AND ENVIRONMENTS