“Repairing of Cummins make Engine (Model-NT 855-R) of CMV of Airport Line of Delhi Metro Rail Corporation Ltd.”

TENDER DOCUMENT

VOLUME-II

* INSTRUCTIONS TO TENDERER
* FORMAT OF FORMS
* SPECIAL CONDITIONS OF CONTRACT
* OTHER TERMS AND CONDITIONS
* CONTENTS OF BOQ
INSTRUCTIONS TO TENDERERS

1.0 GENERAL

1.1 INTRODUCTION

Open online e-tenders are invited for the work “Repairing of Cummins make Engine (Model-NT 855-R) of CMV of Airport Line of Delhi Metro Rail Corporation Ltd.”. The tender papers consist of the following documents, along with their annexure, appendices, addenda and errata if any.

a. Notice Inviting Tender (NIT)
b. Instructions to Tenderers (ITT)
c. Special Conditions of Contract (SCC)
d. Other Terms and Conditions (OTC)
e. General Conditions of Contract (GCC)
f. Bill of Quantities

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

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

Additional General Manager/Electrical/AEL,
Room No. 77, Shivaji Stadium Metro Station, Baba Khadak Singh Marg, New Delhi-110001.

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

a. Tender Security to be furnished by the Tenderer: As per NIT.
b. Tenders will be uploaded on https://eprocure.gov.in/eprocure/app.
c. Date of opening of the Tender – Technical and Financial Bid: As per clause – 1.2.1 of NIT.
d. Period for which the tender is to be kept valid: As per clause - 12.0 of ITT

2.0 POST QUALIFICATION REQUIREMENTS.

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

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

2.4 Each page of tender shall be signed by the authorized signatory of the tenderer before uploading on the https://eprocure.gov.in/eprocure/app. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 14.0.

3.0 COST OF TENDERING

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

4.0 SITE VISIT

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

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

5.0 TENDER DOCUMENTS

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

5.1.2 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

6.0 CLARIFICATION OF TENDER DOCUMENTS

6.1 The Tenderer shall check the pages of all tender documents and summaries and, in the event of discovery of any discrepancy; the Tenderer shall inform the AGM/Electrical/AEL, DMRC forthwith.

6.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from AGM/Electrical/AEL. The DMRC may respond in writing / through e-mail to any request for clarification received in writing / through e-mail from tenderers as per NIT clause 1.1.1. A copy of the response will be uploaded on website https://eprocure.gov.in/eprocure/app for information to all prospective tenderers.

6.3 Except for any such written clarification by AGM/Electrical/AEL, DMRC which is expressly stated to be by way of an addendum/corrigendum to the documents referred to in paragraphs 1.1 (a) to (f) above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

6.4 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderer individually for clarification of their tender, including breakup of prices. The request for clarification and the response shall be in writing / by telefax / through website but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 23.0 herein.

6.5 Correspondence: All correspondence from DMRC pertaining to this tender till the award of the work with tenderer shall be done by AGM/Electrical/AEL.

7.0 AMENDMENT TO TENDER DOCUMENTS

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

7.2 The said addendum / corrigendum will be uploaded on https://eprocure.gov.in/eprocure/app on or prior of opening of Tender as per NIT clause 1.1.1 and the same shall be binding upon all tenderer.

8.0 PREPARATION OF TENDERS

8.1 LANGUAGE OF TENDER

8.2 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer/Engineer shall be in English language. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

9.0 DOCUMENTS REQUIRED FOR EVALUATION OF TENDER

9.1 TENDER COST AND TENDER SECURITY

9.1.1 The Tenderer shall submit the tender cost and tender security in sealed envelopes addressed to AGM/Electrical/AEL,DMRC duly superscripted with name of work, time and date for submission and time and date for opening. The envelope should also bear the name and address of the tenderer.
9.1.2 The Tenderer will submit Two envelopes namely Envelope-A & Envelope –B before opening of technical bid.

**Envelope -A**

Envelope-A shall contain demand draft for Tender Cost in original superscripted with Name of work & "Tender Cost". At lower portion Name and address of tenderer shall be mentioned.

**Envelope-B**

Envelope-B shall contain demand draft for Tender Security in original superscripted with Name of work & "Tender Security". At lower portion Name and address of tenderer shall be mentioned.

9.1.3 **REQUISITE DOCUMENTS**

Tender bid shall comprise of following forms and documents duly filled and signed by the tenderer, to be uploaded as per tender requirement along with Annexure, Forms, etc.

i. Work experiences **as per clause no. 1.2.1 of NIT.**

ii. Audited financial turn over for financial eligibility **as per clause no. 1.2.2 (a) of NIT.**

iii. Documents to certify the positive net worth **as per clause no. 1.2.2 (c) of NIT.**

iv. The financial data submitted shall be certified by the Chartered Accountant in original with his stamp, signature & membership number. The copies of audited balance sheets must be complete including all the related notes and income statements for the last three audited financial years.

In case audited balance sheet of last financial years is not made available by the bidder, the bidder must submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous 2 audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender may be considered as non-responsive.

v. Declaration for non-black listing/ de-registered by any Govt./ PSU in the prescribed format.

vi. Self-Attested copies of the PAN. No. under income Tax Act, ESI & PF Registration Certificate, VAT/Sales Tax Registration Certificate as applicable and /or service tax registration certificate whichever applicable.

vii. "As per Delhi VAT Act, the party who is executing work in Delhi has to have registration with VAT authorities of Delhi. If a tenderer is outside Delhi intends to participate in DMRC tender, he can be permitted provided he gives an undertaking to the fact that he will get himself registered with Delhi VAT authorities, in the event of issue of Letter of acceptance to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Delhi Sales Tax / Delhi VAT Department payment shall not be released."

viii. Experience record of similar works during the last three years and in progress on date may be furnished in the format prescribed (Form T-II), Details of Personnel may be furnished in the format prescribed (Form T-III), Details of Resources to be used for the work – Machinery & Equipments may be furnished in the format prescribed (Form T-IV).

ix. Bill of Quantities (BOQ)

9.2 The prices shall be entered in the Form of Tender and the BOQ enclosed in words as well as in figures. **These prices should include all costs associated with the contract.**

9.3 Documents to be uploaded by the tenderer under technical and financial bids have been described under the respective **Clauses 9.0 of ITT.** This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

9.4 All documents issued for the purposes of tendering, and any Amendments / Corrigendum issued in accordance with **Clause 7.0** shall be deemed as incorporated in the Tender.

10.0 **TENDER PRICES**
10.1 The tenderer is required to quote for all the items as per tender documents.

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

11.0 CURRENCY OF THE TENDER

11.1 Tender prices shall be quoted in Indian Rupees only.

12.0 TENDER VALIDITY

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

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

13.0 TENDER SECURITY

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

13.2 The tender security will be in the form of a Demand draft/Banker’s Cheque in the name of Delhi Metro Rail Corporation Ltd.

13.3 The “Original” of this tender security is to be submitted in the O/o AGM/Electrical/AEL as per Clause 9.1 of ITT as per the date & time mentioned in the NIT. If Tender Security is not submitted by any tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their technical bid shall not be opened and if opened then it will not be evaluated.

13.4 The tender securities of unsuccessful tenderers shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.

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

13.6 The Tender Security shall be forfeited:

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

13.6.2 If the Tenderer does not accept the correction of his tendered price.

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

a. Furnish the necessary performance guarantee for performance.

b. Enter into the Contract within the time limit specified in Clause 27.0 of ITT.

c. Commence the work as per Terms and Conditions of Tender after issuance of LOA.

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

14.0 FORMAT AND SIGNING OF TENDERS

14.1 If the tender is submitted / uploaded by a proprietary firm, all the documents uploaded on website https://eprocure.gov.in/eprocure/app, shall be signed by the proprietor above his full name and the full name of his firm with its current address.

14.2 If the tender is submitted / uploaded by a limited company or a limited corporation, all the documents uploaded on website https://eprocure.gov.in/eprocure/app, shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.

14.3 Entries to be filled online wherever applicable or else upload the document typed or written in indelible ink. In the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons authorized to sign on behalf of the tenderer before uploading / submission. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page of documents
should be initialed at the bottom by the person submitting the tender along with the date of initialing. All pages of the tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.

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

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

**SUBMISSION OF TENDERS**

**15.0 UPLOADING OF TENDER / DOCUMENTS**

15.1 The Tenderer shall follow the procedure as indicated below:

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

15.1.2 The contents of Tender shall be as detailed under **Clauses 9.0** hereon.

15.2 No responsibility will be accepted by the Employer/Engineer for the error in uploading of documents etc.

**16.0 SUBMISSION OF TENDER COST AND TENDER SECURITY**

16.1 Tender Cost and Tender Security in the form of a Demand draft/ Banker’s cheque drawn on a scheduled Commercial Bank based in India and should be in favour of “Delhi Metro Rail Corporation Ltd.” payable at New Delhi, in original, should be submitted at the following address:

   AGM/ELECTRICAL/AEL, Delhi Metro Rail Corporation Ltd, DMRC Ltd., Room No. 77, Shivaji Stadium Metro Station, Baba Khadak Singh Marg, New Delhi-110001 on date and time as mentioned in NIT.

16.2 Tender cost and tender security shall be submitted to designated person in the designated Office of DMRC. The Engineer/Engineer cannot take any cognizance and shall not be responsible for delay in transit.

16.3 ‘Tender Cost’ and ‘Tender Security’ sent through any other means of transmission, which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall liable to be rejected.

16.4 DMRC shall not be responsible for ‘Tender Cost’ and ‘Tender Security’ delivered to any other place / person in DMRC (like DAK section etc) other than the designated office and does not reach the designated office before the dead line for submission.

**17.0 LATE SUBMISSION / UPLOADING OF TENDER**

17.1 Tenderers have to submit their tender online on e-tendering website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). It shall be the responsibility of the bidder/ tenderer to ensure that his tender is submitted on e-tendering website of DMRC before the deadline of submission prescribed in NIT. DMRC will not be responsible for non receipt of tender documents due to any delay and/or loss etc.

17.2 Submission of Tenders 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.

17.3 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

17.4 Any requisite document, tender cost, tender security etc. received in the designated office of DMRC after the deadline prescribed will be returned to the tenderer and bid of tenderer shall summarily be considered as cancelled / rejected.

**18.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF TENDERS**
18.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

18.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.

18.3 The Tender submitted online will be taken as a final bid.

18.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

19.0 TENDER OPENING AND EVALUATION

19.1 TENDER OPENING

19.2 The Employer or his authorized representative will open the Tender on date and time as mentioned in NIT in the office of AGM/ELECTRICAL/AEL, Delhi Metro Rail Corporation, Shivaji Stadium Metro Station (Airport Line), BabaKhadak Singh Marg, New Delhi-110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Tender at the same time. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.

19.3 The following sequence of activities shall be adopted for opening of Tender (Two Bid)

a) Notice Inviting Tender (NIT) issued by DMRC for date of opening of technical bid. Date of opening of price bid shall be informed through website https://eprocure.gov.in/eprocure/app after opening of technical bid.

b) Corrigendum/Addendum issued by DMRC through website https://eprocure.gov.in/eprocure/app as per NIT shall be part of tender.

c) Clarification if any may be sought by the tenderer through website https://eprocure.gov.in/eprocure/app. Reply by DMRC is not mandatory. In case of any clarification sought by the tenderer is not relevant, it may not be replied.

d) Before schedule of opening of technical bid, tenderer shall submit the tender cost and tender security, in original, as per NIT. If the tenderer fails to submit the same within stipulated scheduled time, he/she shall deemed to be rejected.

e) Tenderers for which an acceptable notice of withdrawal of tender has been submitted pursuant to clause 18.0 above shall not be opened.

f) Envelopes containing ‘Tender Security’ and ‘Cost of Tender’ Documents will be opened first on date and time as mentioned in NIT in the office of AGM/ELECTRICAL/AEL. Tender (Technical & Financial Bids) of those tenderers who have neither submitted ‘Tender Security’ and ‘Cost of Tender Documents’ nor submitted valid ‘Tender Security’ and ‘Cost of Tender Documents’ shall be considered as non-responsive and liable to be rejected summarily.

g) On opening of the Technical bid, DMRC will first check and verify the details of tender cost and tender security filled online by tenderer with the original Demand Draft / Bank Guarantee submitted. If any discrepancy found, the tender shall be summarily be considered as cancelled / rejected.

h) The Technical bid of all tenderers who have submitted a valid tender cost and tender security shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in NIT in the office of AGM/ELECTRICAL/AEL. Tenderers may visit the website https://eprocure.gov.in/eprocure/app to know the latest technical opening information after opening process.

i) The tenderers name, details of the 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.
j) After ensuring that the documents submitted by the tenderer are found relevant and in order as per the tender, date and time of opening of price bid along with the name of eligible tenderers shall be informed through website https://eprocure.gov.in/eprocure/app.

k) Physical verification of all / any document may be done by DMRC. Tenderer shall bring the documents as and when asked by DMRC.

l) The Financial Bid which tenderer(s) have been uploaded online will be opened on a subsequent date after evaluation of technical bid. Financial bid of only those tenderers whose technical bid is found substantially responsive and technically compliant as per the tender requirement will be opened.

m) The price bid of all eligible tenderers shall be opened online at schedule date and time of opening of price bid as mentioned above.

20.0 PROCESS TO BE CONFIDENTIAL

20.1 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.

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

21.0 DETERMINATION OF RESPONSIVENESS

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

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

21.3 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity. However minor clarifications if required may be asked from the Tenderer.

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

22.0 EVALUATION OF TENDER

22.1 General Evaluation: First of all it will be determined whether each tender is accompanied with the valid tender cost & tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender cost & tender security shall be rejected and may not be evaluated further.

22.2 Evaluation of minimum eligibility criteria – This evaluation will be done to check if the tenderer qualify the minimum eligibility criteria of “work experience”, “Financial standing” as laid down in Clause 1.2 of NIT. Tenderers, who do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation and shall be rejected.

22.3 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer’s requirements. The evaluation shall be based on the documents submitted as per Clause 9.0 of ITT. Tenderer(s) may be asked to make a presentation of their proposal to DMRC team for evaluation.

22.4 The Employer will carry out technical evaluation of submitted technical proposals/ mandatory documents as per eligibility criteria to determine that the tenderer has a full comprehension of
the work of the contract. Where a tenderer’s technical submittal has a major inadequacy his tender will be considered to be non-compliant and will be rejected.

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

22.6 If any tender is rejected, the Financial Bid of such tenderer shall remain unopened.

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

a) Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 23.0.

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

22.8 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.

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

22.10 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

23.0 CORRECTION OF ERRORS

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

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

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

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

24.0 AWARD OF CONTRACT

24.1 AWARD CRITERIA

24.2 DMRC is not bound to award the Contract to the tenderer and reserves its rights without incurring any liability to any tenderer. DMRC will not provide reasons for acceptance or rejection of any offer or part thereof.

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

24.4 DMRC will issue a Letter of Acceptance to successful tenderer after negotiations, if required, and the approval of the competent authority obtained. The issue of the Letter of Acceptance shall constitute the formation of the Contract.

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

25.1 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.

26.0 NOTIFICATION OF AWARD

26.1 Prior to the expiry of the period of tender validity prescribed by the Engineer/ Employer, the Engineer/ Employer will notify the successful tenderer through https://eprocure.gov.in/eprocure/app, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in
consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called "the Contract Price"). The "Letter of acceptance" will be sent to the successful tenderer through speed post with a copy through email, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within three days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

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

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

27.0 SIGNING OF AGREEMENT

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

28.0 PERFORMANCE SECURITY

28.1 Within 30 days of receipt of the Letter of Acceptance the successful Tenderer shall furnish performance security in the form of a bank guarantee from branch in India or from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India (Appendix-II) acceptable to the employer for an amount of 10% of contract value in types & proportions of currencies in which the contract price is payable. The approved form provided in the "Instructions to Tenderers" documents, or any other form approved by the Employer shall be used for Bank Guarantee. The Performance Guarantee would be valid for a period of 3 months beyond the Defect Liability Period. If the bank guarantee is not submitted within stipulated time, 10% amount will be deducted from the first running bill and withheld as Performance Security. The same shall be released after 3 months of successful completion of DLP/warranty period by the contractor.

28.2 The scheduled foreign bank or scheduled commercial bank in India as defined above must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the BG will become operative and acceptable to the Employer. It is, therefore, in the interest of the Contractor to obtain Employer's Bank IFSC Code, its branch and address and advice these particulars to the BG issuing Bank and request them to send advice of BG through SFMS to the Employer’s Bank. For this, the contractor is required to inform his bank, the DMRC’s Bank IFSC code, Branch and Address. Currently, the details are as under:

ICICI Bank Ltd.
9A, Phelps Building,
Connaught Place
New Delhi – 110001
IFSC Code: ICIC0000007

29.0 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) AND FORM OF TENDER.

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

30.0 DEFECT LIABILITY PERIOD(DLP)

30.1 The Defect Liability Period/warranty period shall be 6 months from the date of successfully commissioning of engine in CMV. The successful tenderer hereafter called the contractor shall be bound to attend all the defects/deficiencies/failure of the system free of cost during the DLP.

INDEX ON
PROFORMA OF FORMS

1. APPENDIX - I
   Check list of documents to be uploaded with the tender.

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

3. PROFORMA OF FORMS – GENERAL
   [Items (iii & iv) applicable only for successful tenderer]

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Performa / Form</th>
<th>Abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Form of Tender with Appendix</td>
<td>A</td>
</tr>
<tr>
<td>ii.</td>
<td>Performa for Statement of Deviations</td>
<td>C</td>
</tr>
<tr>
<td>iii.</td>
<td>Form of Performance Security (Guarantee) by Bank</td>
<td>D</td>
</tr>
<tr>
<td>iv.</td>
<td>Form of Agreement</td>
<td>E</td>
</tr>
</tbody>
</table>

4. PROFORMA OF FORMS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Performa / Form</th>
<th>FORM</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>General Information</td>
<td>T-I</td>
</tr>
<tr>
<td>ii.</td>
<td>Experience Record</td>
<td>T-II</td>
</tr>
<tr>
<td>iii.</td>
<td>Resources Proposed for the Work-Personnel</td>
<td>T-III</td>
</tr>
<tr>
<td>iv.</td>
<td>Resources for the works - Machinery &amp; Equipment</td>
<td>T-IV</td>
</tr>
</tbody>
</table>
## APPENDIX - I

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

**COMPILED FROM THE PROVISIONS IN THIS VOLUME**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>DOCUMENTS</th>
<th>MODE OF UPLOADING</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td><strong>TENDER COMPRISING OF:</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Tender Cost and Tender Security</td>
<td>As per Last Para of NIT; clause 1.1.1. To be submitted personally.</td>
</tr>
<tr>
<td>2.</td>
<td>Power of Attorney for individuals signing on behalf of Company/Firm</td>
<td></td>
</tr>
<tr>
<td>Or</td>
<td>Power of Attorney in favour of the leading member of Joint Venture / Consortium.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy of signed and stamped document to be uploaded.</td>
</tr>
<tr>
<td>(B)</td>
<td><strong>Documents Required for evaluation of Tender</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Work Experiences</td>
<td>Copy of supporting document (like-LOA &amp; Work completion certificate) to be uploaded.</td>
</tr>
<tr>
<td>2</td>
<td>Audited Financial Document</td>
<td>Copy of Balance sheet/profit-loss sheet to be uploaded.</td>
</tr>
<tr>
<td>3</td>
<td>Declaration for Non-Black Listing / De-registered by any Govt. / PSU</td>
<td>Copy of notary in format at page no.35 need to be uploaded.</td>
</tr>
<tr>
<td>4</td>
<td>Documents to certify the positive net worth</td>
<td>Copy of Balance sheet/profit loss sheet to be uploaded.</td>
</tr>
<tr>
<td>5</td>
<td>Self attested copies of the following documents:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. Pan No. as per Income Tax Act.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Sales Tax Registration Certificate / VAT Registration Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. Service Tax Registration Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv. PF Registration No./ Exemption undertaking</td>
<td></td>
</tr>
<tr>
<td></td>
<td>v. ESI Registration No. / Exemption undertaking</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy of documents to be uploaded.</td>
</tr>
<tr>
<td>6</td>
<td>Statement of deviations from Tender Documents <em>(Form C)</em></td>
<td>Relevant form (ITT; Page-18) to be filled, signed, scanned and uploaded in pdf format.</td>
</tr>
<tr>
<td>7</td>
<td>Experience record of similar works <em>(Form T-II)</em></td>
<td>Relevant form (ITT; Page-24) to be filled, signed, scanned and uploaded in pdf format.</td>
</tr>
<tr>
<td>8</td>
<td>Detail of Personnel <em>(Form T-III)</em></td>
<td>Relevant form (ITT; Page-25) to be filled, signed, scanned and uploaded in pdf format.</td>
</tr>
<tr>
<td>9</td>
<td>Detail of Resources <em>(Form T-IV)</em></td>
<td>Relevant form (ITT; Page-26) to be filled, signed, scanned and uploaded in pdf format.</td>
</tr>
<tr>
<td>11</td>
<td>Bill of Quantities <em>(BOQ)</em></td>
<td>To be filled online in Template.</td>
</tr>
</tbody>
</table>
APPENDIX II

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

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

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

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

The following are the Scheduled Foreign Banks in India

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

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

Name of Work: “Repairing of Cummins makes Engine (Model-NT 855-R) of CMV of Airport Line of Delhi Metro Rail Corporation Ltd.”

To,

Additional General Manager/Electrical/AEL,
Room No. 77, Shivaji Stadium Metro Station, Baba Khadak Singh Marg, New Delhi-110001.

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

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

3. We undertake, if our Tender is accepted, to commence as per LOA and complete the works in 01 months per LOA.

4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 28.0 of the ITT and as indicated in the Appendix.

5. We have independently considered the amount shown in 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.

6. 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.

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

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

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

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

11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
Dated this.........day of.......... 2017

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

Name........................................... in the capacity of ..........................

Duly authorized to sign Tenders for and on behalf of...............................

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

Phone, Mobile & Fax no..............................................................................

Email ID:

Witness – Signature .................................

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

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

Occupation ..............................................................................................
APPENDIX TO THE FORM OF TENDER

Conditions of Contract & Clause No.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Clause</th>
<th>Clause No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amount of Bank Guarantee as Performance Security</td>
<td>28.0 of ITT</td>
</tr>
<tr>
<td>2.</td>
<td>Contract Period from the date of issue of LOA</td>
<td>1.1.1 of NIT &amp; Para (3) of Form of Tender; Page- (1)</td>
</tr>
</tbody>
</table>

Signature of authorized signatory on behalf of Tenderer

Date ................ Name ...........................................
Place .................. Address ......................................

Signature of Tenderer

**Note**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.
2. The tenderer shall indicate price adjustment against each deviation, which he shall like to add to the tender price for withdrawing unconditionally his deviations if the same are unacceptable to the Employer.
**PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are particulars of deviations from the requirements of the Tender Specifications

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

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remark (Including justification)</th>
<th>Price adjustment for withdrawal of each deviation/s.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of_________ 2017 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 ___________________________________________________________ of O&M division of DMRC Airport Line (hereinafter called “the contract”) to M/s_________________________ (hereinafter called “the Contractor”).

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

4. Now we the Undersigned_________________________________________________(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of_______________________________(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs._________________________ (Amount in figures and Words) as stated above.

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

6. This Guarantee is valid for a period of 10 Months (1+6+3) from the date of signing.

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

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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the __________day of _______ (Month) 2017 being herewith duly authorized.

For and on behalf of The_________________________________________________________Bank.

Signature of authorized Bank official

Name : _________________________

Designation : _________________________

I.D. No. : _________________________

Stamp/Seal of the Bank : __________

Signed, sealed and delivered for and on behalf of the Bank by the above named______________

In the presence of :

Witness - 1
Signature _________________________
Name _________________________
Address _________________________

Witness - 2
Signature _________________________
Name _________________________
Address _________________________
FORM OF AGREEMENT

This Agreement is made on the ______ day of _____________ 2017 Between Delhi Metro Rail Corporation Limited, AGM/ELECTRICAL/AEL, Room No. 77, Shivaji Stadium Metro Station (Airport Line), Baba Khadak Singh Marg, Connaught Place, New Delhi-110001 hereinafter called "the Employer" of the one part and

_____ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

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

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

6. JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Name of the official

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said ________________________ Name ________________________  
on behalf of the Contractor in the presence of:  
Witness ________________________  
Name ________________________  
Address ________________________  

By the said ________________________ Name ________________________  
on behalf of the Employer in the presence of:  
Witness ________________________  
Name ________________________  
Address ________________________  

Note :

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

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

*** to be deleted if not applicable
GENERAL INFORMATION

Notes:
Attach an attested photocopy of Certificate of Registration and Ownership as well as of Constitution and legal status.

1. Names of participating member
   
   (a) ..........................................

2. Address, telephone, Mobile, Email ID, Tele-fax no.
   
   Registered Office     Office for correspondence
   
   (a) ................................. .................................
   (b) ................................. .................................
   (c) ................................. .................................

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

1. Details of experience in similar work etc.

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

Notes:

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

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

iii) Additional pages may be attached if required.

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Designation</th>
<th>No. of Personnel Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Engineer</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Supervisors</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Technician</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Semi-Skilled</td>
<td></td>
</tr>
</tbody>
</table>
### RESOURCES FOR THE WORKS - MACHINERY & EQUIPMENT

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description Of Machines/Equipments</th>
<th>Nos. available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Special Conditions of Contract**

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

2. **Price Variation Clause**: The Price Variation Clause, except for revision in Service tax, VAT or implementation is not applicable in this contract. The rate quoted shall be as per BOQ indicating VAT & Service Tax separately.

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

4. The DMRC General Conditions of Contract with all amendments will be applicable. Contractors may see GCC in O/o AGM/Electrical/AEL, if required.

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

6. **Quantity Variation Clause**: The quantity of work to be executed is as per attached bill of quantity.

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

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

9. The work is to be carried out as per the OEM recommendations in presence of DMRC representative.

10. The work is to be carried out under the guidance / supervision of DMRC only. Power Block / Permit to Work shall be arranged by DMRC on advance request by the contractor.

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

12. Complete time schedule shall be given by the contractor in advance to concerned engineer-in-charge. However availability of site shall be informed by engineer-in-charge.
OTHER TERMS AND CONDITIONS

1. Only authorized staff of Contractor having proper Photo Identity Card issued by the Contractor and with Permission granted by DMRC, shall be permitted at the site to carry out the said work.

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

3. The Contractor shall be responsible to fulfill all statutory liabilities towards his staff such as payment of minimum wages, PF, ESI and any other dues etc including all amendments issued by the Govt. from time to time. Being a Principal Employer, DMRC may ask to submit documents in original (Refer Annexure-A) regarding various compliances like ESI, EPF, Payment of Minimum wages etc.

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

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

6. The contractor shall deploy manpower during OFF days/ Holidays / Night hours as per site requirements for which nothing shall be paid extra.

7. The successful tenderer has to provide the following information required for e-payment.

8. Details of organization in the format enclosed (Annexure-B) herewith duly verified along with attestation of concerned bank.

9. A copy of cancelled cheque issued by the bank.

10. Duly filled Vendor Master Data Creation / Change Request Form (Annexure-C).

11. SUB CONTRACTING: No Sub-contracting is allowed for this contract.
Annexure – A

CERTIFICATE BY CONTRACTOR

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

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

Signature and seal of contractor
Annexure – B

ii. Contract / LOA / Agreement No.: 

iii. Beneficiary Name:

iv. Beneficiary Address:

<table>
<thead>
<tr>
<th>Line-1:</th>
<th>Line-2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>District / City:</td>
<td>State / UT:</td>
</tr>
<tr>
<td>PIN CIDE:</td>
<td>Tele / Fax:</td>
</tr>
<tr>
<td>Mobile Alert:</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

v. Bank Details:

<table>
<thead>
<tr>
<th>Bank Name:</th>
<th>Branch Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beneficiary A/c No.:</td>
<td></td>
</tr>
<tr>
<td>Beneficiary A/c Type (Saving / Current):</td>
<td></td>
</tr>
<tr>
<td>Beneficiary A/c Name:</td>
<td></td>
</tr>
<tr>
<td>9-Digit Branch MICR Code:</td>
<td></td>
</tr>
<tr>
<td>IFSC Code of the Branch</td>
<td></td>
</tr>
</tbody>
</table>

Stamp & Signature of Authorized Signatory
### Annexure-C

**VENDOR MASTER DATA CREATION / CHANGE REQUEST FORM**

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

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

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

% To be filled in by concerned finance office.

All data to be filled in **CAPITAL Letters** only.
<table>
<thead>
<tr>
<th>Official Initiating Request; (Dy. HOD of Executive Department)</th>
<th>Official approving Request (Dy. HOD of Concerned Finance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Designation</td>
<td>Designation</td>
</tr>
<tr>
<td>Mobile Number</td>
<td>Mobile Number</td>
</tr>
</tbody>
</table>

For Use in Corporate Finance Office
Vendor Number Generated in SAP (In case of New Vendors only)
Date Creation / Edit
Task Performed By
Signature

Name
Designation
(ON NON-JUDICIAL STAMP PAPER OF RS. 10/-)

I,..................................................................S/o.................................................., proprietor/authorized signatory of M/s..................................................(name and address of the firm)do hereby submit undertaking that M/s ..................................................(name and address of the firm)has not been blacklisted or de-registered by Govt. / Semi Govt. / PSU /Autonomous body/ Metro Railway Organization during last 5 year.

Place............

Date..........

Deponent

VERIFICATION

I, the above named deponent do hereby solemnly affirm and declare that the content of my above undertaking are true to the best of my knowledge and nothing has been concealed therein.

Verified on..............

Deponent
Annexure-E

(DECLARATION REGARDING SERVICE TAX / DVAT)

(TO BE PRINTED ON COMPANY / FIRM LETTER HEAD)

To,
AGM/ELECTRICAL/AEL
Delhi Metro Rail Corporation Ltd.
Room No. 77, Shivaji Stadium Metro Station (Airport Line),
Baba Khadak Singh Marg, Connaught Place, New Delhi-110001

Sub: Declaration regarding Service Tax/DVAT charged on invoice No. ____________________
____________ for Contract No. ________________________________

Ref: Contractor Name: M/s ……………………………………………………………..
Contract No…………………………………………………………………………………..
PAN No. ………………………………………………………………………………………
DVAT/HVAT/UPVAT No……………………………………………………………………..
Service Tax No. ……………………………………………………………………………..

Dear Sir,

I (Name of the prop. / Partner / Director or any authorized person) certify on behalf of M/s (Name of Company)………………………….. that M/s ………(Name of Company)………………complied all the applicable laws under the registration number as mentioned above. Further the amount of Service tax (Service tax of my portion, in case of Reverse charge) and state VAT laws (such as DVAT, UPVAT & HVAT) charged on Tax Invoice(s) as mentioned above is paid or will be paid on or before the due date to the Govt. Treasury and the challan /return duly reconciled will be provided to you on half yearly basis.

Thanking you,

(Authorized Signatory)

For M/s ________________________________

Verified by Engineer In-charge (DMRC)

Signature
**Bill of Quantity**

"Repairing of Cummins make Engine (Model-NT 855-R) of CMV of Airport Line of Delhi Metro Rail Corporation Ltd."

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Qty. (INR)</th>
<th>Unit Price (INR)</th>
<th>Total (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Charges towards Repairing of Faulty Engine (Make-Cummins, Model-NT-855 R)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Commissioning Charges for repaired engine</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Spare Charges for Engine repairing, (Engine Oil shall be provided by DMRC)</td>
<td>As per Requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Transportation Charges of engine from site to workshop and vise-versa</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Service Tax @ 15% on Sl. No. 1,2 &amp; 4 (INR)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>VAT @ 12.5 % on Sl. No. 03 (INR)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount in Words**

*The rates should be quoted by the Contractors in the separate BOQ sheet uploaded on website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)*

PANKAJ GUPTA
AGM/ELECTRICAL/AEL