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DELHI METRO RAIL CORPORATION LTD.

CONTRACT NO.: OCM-2249

**Operation and Maintenance of 01 No. STP and 01 No. ETP & 02
Nos. R.O. plants of Yamuna Bank Depot in Line-3 of DMRC**

INSTRUCTION TO TENDERERS (ITT)

TENDERDOCUMENTS

**DELHI METRO RAIL CORPORATION LTD.
5th FLOOR, C-WING, METRO BHAWAN,
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INSTRUCTIONS TO TENDERERS (ITT)

A. General

A1 General Description of the Work

This contract is for the work of **Contract No.: OCM-2249 - Operation and Maintenance of 01 No. STP and 01 No. ETP & 02 Nos. R.O. plants of Yamuna Bank Depot in Line-3 of DMRC.**

A1.1 Scope of Work

The Scope of Work for this contract is described in Employer's Requirements.

A2 Source of Funds

This work shall be financed through equity participation of the Government of India and Government of Delhi and/or other appropriate means of Delhi Metro Rail Corporation Ltd.

A3 Eligible Tenderers

This is an open local competitive e-tender and all companies, corporations, partnership firms, consortium or Joint Ventures who are involved in execution of this type of work and those who fulfil the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate.

A4 Qualification of the Tenderer

A4.1 The Tenderer shall submit a written power of attorney, duly notarized, authorising the signatory (ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of partnership, consortium or joint venture, notarized Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit these document with "Apostille" stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.

A4.2 Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract 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 will not include any such amount. To fulfil this requirement, the tenderer (each member in case of JV/Consortium) has to sign the undertaking given as **Appendix-2 of FOT**. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.

A4.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

A5 One Tender per Tenderer

A tenderer shall submit only one bid, either individually as a tenderer or as a member of JV/Consortium. If a tenderer who submits or participates in more than one bid, all bids in which the tenderer has participated either as sole tenderer or member of JV/Consortium shall be considered invalid.

A6 Cost of Tendering

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 those costs, regardless of the conduct or outcome of the tender process.

A7 Site Visits

A7.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

A7.2 The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and land for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for fatality or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

A7.3. The Tenderer shall note General Conditions of Contract (GCC) Sub - Clause 4.9 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

B. Tender Documents

B1 Content of Tender Documents

B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for **Contract: OCM-2249** and as more particularly described in these documents.

- a. Notice Inviting Tender
- b. Instructions to Tenderers (Including Annexures)
- c. Form of Tender (Including Appendices)
- d. General Conditions of Contract (December, 2025)
- e. Special Conditions of Contract
- f. Employer's Requirement
- g. Technical Specifications
- h. Bill of Quantities
- i. Conditions of contract on Safety & Health for Civil work Contracts of O&M wing.
- j. Conditions of contract on Environment for Civil work of O&M for Contracts Value upto ₹1.0 Crore.
- k. Other documents (if any)

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B2 Content of Supporting Documents

B2.1 The tender drawings are general arrangement drawings only.

B2.2 The Tenderer shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be constructed.

B3 Clarification of Tender Documents

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the CE/Tender(O&M), DMRC forthwith.

B3.2 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 CE/Tender(O&M) by uploading the same on e-tendering portal, not later than the last date of seeking clarification given in the key details of Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderer without disclosing the identity of the Tenderer seeking clarification.

B3.3 Except for any such written clarification by CE/Tender(O&M), DMRC which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 (a) to (l) 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.

B3.4 Correspondence: All correspondence from DMRC pertaining to this tender till award of the work shall be done by CE/Tender (O&M).

B4. Amendment to Tender Documents

B4.1 During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be made available at e-tendering portal <https://etenders.gov.in/eprocure/app> to all prospective tenderers who have purchased the tender document in the tender period. In case of delay beyond the last date of issuing addendum given in NIT, the date of submission, at its sole discretion may be extended by DMRC under Clause D-2.3 of ITT.

Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submittal.

B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs **C2.3(a) to C2.3(c)** below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall have contractual effect.

C. Preparation of Tenders

C1 Language

Tenders and all accompanying documents shall be in English. 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.

C2. Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender online on e-tendering portal <https://etenders.gov.in/eprocure/app> in accordance with the provision in clause-D of ITT comprising of following:

- Technical Package of "**Contract: OCM-2249**"
- Financial Package of "**Contract: OCM-2249**" as per the provisions given in clause C15 below. Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 & C2.3 and all Annexures/ Appendices of NIT, ITT, FOT& addendum if any.

In submission of tender (Tender Security, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender.

Should any further documents be required pursuant to paragraphs C2.2 (n) and C2.3 below, the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents. The tenderer shall ensure that a receipt/acknowledgement is obtained for the submission of his tender at e-tendering portal, such receipt / acknowledgement shall be generated by the system after successful uploading of tender submission.

C2.2 The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender; Contract Conditions;
- (c) Appendix 2 to the Form of Tender: Undertaking;
- (d) Appendix 3 to the form of tender: The tenderer may submit minor deviations in this annexure and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tender or must write "NIL" in this

- appendix. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of Appendix-3 of FOT
- (e) Appendix 4 to the Form of Tender: General Information about the Tenderer;
 - (e)(i) Appendix 4A to the Form of Tender: Undertaking by Parent Company as per clause 1.2.1 vii (a) & (b) of NIT.
 - (f) Appendix 5 to the Form of Tender: Undertaking
 - (g) Appendix 6 to the Form of Tender: Obligation/Statutory compliance (Undertaking)
 - (h) Appendix 7 to the Form of Tender: Work Experience
 - (i) Appendix 8 to the Form of Tender: Financial Data (Financial Standing)
 - (j) Appendix 8A to the Form of Tender: Affidavit for Unaudited Balance Sheet.
 - (k) Appendix 9 to the Form of Tender: **Deleted.**
 - (l) Appendix 10 to the Form of Tender: **Deleted.**
 - (m) Appendix 11 to the Form of Tender: **Deleted**
 - (n) Appendix 12 to the Form of Tender: Undertaking for Local supplier as per Clause 1.2.1 ix (d) of NIT.
 - (o) Appendix 13 to the form of Tender: Undertaking for Land boundaries
 - (p) Appendix 14 to the Form of Tender: Pending Litigation as per Clause 1.2.1 v (f) of NIT
 - (q) Appendix 15 to the Form of Tender: Affidavit as per clause 1.2.1 v(h) of NIT.
 - (r) Appendix 16 to the Form of Tender: Check List*
 - (s) All original tender documents issued by DMRC are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original tender documents issued by DMRC and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted by them. The tender shall be submitted online by using class-III digital signature of the authorised signatory of the tenderer.
 - (t) Self-attested Copy of the latest Goods and Service Tax registration certificate as per Central Goods and Service Tax Act' 2017 and State Goods and Service Tax Act' 2017 **with the appropriate GST authority** of Goods and Services **OR** undertaking to the fact that he will get himself registered under the Central Goods and Service Tax Act'2017 and State Goods and Service Tax Act'2017 **with the appropriate GST authority**, 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 under the Central as well as State Goods and Service Tax Act' 2017 **with appropriate GST authorities**, first payment shall not be released. Registration with appropriate EPF, ESI authority and attested copy of PAN Number under income tax Act as per relevant act are also required to be submitted.
- C2.3** The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3 (a) – C2.3 (c) inclusive. Such documents will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.
- (a) Full details of ownership and control of the Tenderer;
 - (b) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
 - (c) Following information shall be furnished:
 - (A) **Civil Engineering works**
 - (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.

Member	% of participation
A	
B	
 - (ii) The tenderer should supply the following information, separately for each member of the consortium.
 - (a) Maximum value of **civil Engineering works** executed in any one year during the last 3 years (in ₹ equivalent).

- (b) Value of the commitments and on-going works, on an yearly basis, pertaining to said work, to be completed during the next completion period **03 (Three) Years** from the first date of the month of the tender submission.

Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency. For conversion of foreign currency, please refer clause E5.3 of ITT.

C2.4 Tenderers shall quote all prices as per Clause 11.1.1 of GCC and clause 10 of SCC.

C 2.5 The tenderers must note the following:

- a) Deleted
b) Change in Taxes/Duty :

The contract price shall be subject to adjustment to take into account any change in taxes/ duty to the extent stipulated in SCC clause corresponding to Sub-clause 11.1.4 of GCC.

(i) In respect of All Inclusive contracts

Tenderers are advised to quote the price exclusive of GST. The total Contract price shall be quoted price by the bidder plus GST Amount over the quoted price as per the applicable GST rate. The contractor shall furnish the applicable GST Returns/Forms and maintain details of IGST and /or CGST&SGST/UTGST paid to Revenue department during the execution of the contract and submit the following:-

- i. Tax Invoice
- ii. Form GSTR-1/IFF filled with the respective authority or the form of return as amended by the Central/State Government time to time.
- iii. Relevant abstract of filed Form GSTR-1/IFF showing the details of relevant tax invoice submitted by the contractor.
- iv. Form GSTR-3B filled with the respective authority or the Form of return as amended by the Central/State Government time to time and copy of challans in regard to deposit tax.
- v. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to DMRC project and deposit of due taxes with respective tax authorities. All such documents or certificates which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

The contractor must note that the tax invoice filled by him in Form GSTR-1/IFF, appears in Form GSTR-2B (or the form as amended by the Central/State Government time to time) of respective GSTIN of DMRC.

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes (except GST), duties, levies, cess, and all other incidental charges required to fulfil the tender conditions including statutory deduction viz TDS towards Income Tax/GST/Labour Cess etc. after considering clause C2.4 and C2.5 above. The GST amount as per the applicable GST rate will be added in the quoted price to arrive at the total Contract price inclusive of GST.

OR

(ii) In respect of Contracts Exclusive of GST*

~~GST is excluded in the contract price. The contractor shall furnish the applicable GST Returns/Forms and maintain details of IGST and/or CGST&SGST/UTGST paid to Revenue department during the execution of the contract and submit the following:-~~

- ~~I. Tax Invoice~~
- ~~II. Form GSTR-1/IFF filled with the respective authority or the form of return as amended by the Central/State Government time to time.~~
- ~~III. Relevant abstract of filed Form GSTR-1/IFF showing the details of relevant tax invoice submitted by the contractor.~~
- ~~IV. Form GSTR-3B filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.~~

~~V. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to DMRC project and deposit of due taxes with respective tax authorities.~~

~~The Contractor must note that the tax invoice filed by him in Form GSTR-1/IFF, appears in Form GSTR-2B (or the form as amended by the Central/State Government time to time) of respective GSTIN of DMRC.~~

~~In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes (except GST which will be paid extra as applicable), duties levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax/GST/Labour Cess etc. after considering clause C2.4, C2.5 & C2.6 above.~~

***Note – Out of Two options mentioned herein one will be struck off depending upon the type of tender i.e. all inclusive or exclusive of GST.**

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Copies of relevant powers of attorney shall be attached.

C4 Deleted (Outline Quality Plan)

C5 Deleted (Outline Safety, Health and Environment Plan)

C6 Deleted (Tenderer's Technical Proposal)

C7 Deleted (Designer)

C8 Deleted (Tender Programme)

C9 Deleted (Manufacture, Installation and Construction Methods)

C10 Payment Schedule

The payment for items given in Bill of Quantity/Pricing Document shall be made on the basis of actually, executed quantities as per clause 12 of SCC and Employer requirements.

C11 Sub-Contracts

Subletting of work in this contract as provision given in relevant clause 3 of SCC.

C12 Staffing Schedule and Related Details

The Tenderer has to deploy the minimum staff as per Annexure 1 and 2 of ITT. In case of JV/Consortium, the key personnel including the Project Manager as defined in Annexure 1 and 2 of ITT for execution of this work shall be from substantial member(s) of the JV/Consortia.

C13 Contractor's Equipment

The contractor shall deploy plants and equipment required to complete the work as per the schedule and within the completion periods given in Annexure-3 of ITT.

C14 Deleted (Proposals for Use of Work Area)

C15 Pricing Document

C15.1 The Pricing Document is included in Bill of Quantities/Pricing Document. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in Appendix-3A of BOQ/Pricing document for such deviation as mentioned in Appendix 3 of FOT shall be submitted.

C15.2 The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price reduction shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in Appendix-3 of FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

C16 Currencies of Tender and Payment

C16.1 The tenderer shall give his priced offer (BOQ) in **Indian Rupees only**.

C16.2 The Financial Proposal (as per BOQ) shall be uploaded online on the website <http://eprocure.gov.in/eprocure/app>. The rates/ percentages shall be quoted in the excel file provided in the bid documents. The tenderer shall download the excel file and quote the rates/ percentages in figures against BOQ amount in the appropriate highlighted cells in Excel sheet namely "BoQ1". After quoting their rates the excel file shall be uploaded accordingly. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.

C17 Tender Validity

The Tender shall be valid for a period of **120 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by telefax. A Tenderer may refuse the request. A Tenderer agreeing to the request will not be required or permitted to modify his tender, for the period of the extension.

C18 Tender Fee/ Tender document cost and Tender Security/ Earnest Money Deposit (EMD):

C18.1.1 Tender fee/ tender document cost:

Payment of tender fee/ tender document cost is to be done only through portal itself via online transaction. No other mode of payment will be accepted. No copies of transaction of payment are required to be sent to the office of **CE/Tender (O&M)**.

Note: The payment of the tender cost is acceptable from any account. However, tenderer shall make transaction on e-portal only.

C18.1.2 Tender security/ EMD:

Payment of tender security / EMD is to be done only through portal itself via online transaction. No other mode of payment will be accepted

Note: Bidders to be note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/ Consortium the tender security can either be paid from JV/Consortium account or one of the constituent members of JV/Consortium.

C18.1.3 Deleted.

C18.1.4 Deleted.

C18.2 If an acceptable Tender Security/EMD is not submitted by a Tenderer as mentioned above, then tender(s) of such Tenderer(s) shall be rejected considering it as non-responsive and their Technical Package shall not be opened and if opened then it will NOT be evaluated.

C18.3 Deleted.

C18.4 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract Agreement and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

C18.5 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. The tender security of the unsuccessful tenderers in financial package shall be released after issue of Letter of Acceptance (LOA) to the successful tenderer or finalization of tender.

Note: All the bidders shall keep their account alive till the finalisation of tender as the refund of Tender Security shall be done in the same account from where it was paid.

C18.6 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E5.2 below;
- (c) In the case of a successful tenderer, if he fails to:
 - i. Furnish the necessary performance guarantee for performance as per Clause F5 of ITT.
 - 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 F4 of ITT.

C19 Deleted

C20 Labour

The Tenderer's attention is especially drawn to Clause 6 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

C21 Other Contractors

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, may have to be shared with other contractors carrying out works on, or in the vicinity of the Site.

C22 Insurance

The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract and relevant clause of SCC.

C23 Check List for Technical and Financial Submission

Tenderer is required to ensure submittal of all the documents duly signed and sealed by the authorized person(s). Check list for confirming the submission of all documents is enclosed as Appendix-16 of F.O.T. The check list is indicative and not exhaustive. The bidders must go through the complete tender document and submit the required document accordingly.

C24 Pre-Tender Meeting

- C24.1 A Pre-Tender meeting shall be held through video conferencing on the date and time given in the Key details of NIT.
- C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- C24.3 The tenderer is requested to submit/upload any question through e-tendering portal to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.
- C24.4 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents, which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum/ clarification.
- C24.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C25 Format and Signing of Tender

- C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) tender documents , as described in Instructions to Tenderers.
- C25.2 All documents which are to be submitted as scanned documents shall be 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 duly authorised to sign on behalf of the Tenderer before scanning and uploading (in .pdf/ .jpg/ .jpeg format), pursuant to sub-paragraphs A4.1, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.
- C25.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender before scanning and uploading/submitting.

C26 Pricing of Conditions, Qualifications, Deviations etc.

- C26.1 The tenderer should submit his tender which conforms to the tender documents without material deviation(s) or reservation(s). Where, however, the tenderer gives his offer subject to certain conditions, qualifications, deviations etc., the tenderer shall provide such details in the format prescribed in Appendix-3of FOT and price schedule for these deviation(s) shall separately be furnished in the format prescribed in Appendix-3A of BOQ/ Pricing Document. Any such deviation without a price reduction shall not be considered and will be treated as withdrawn by the tenderer. Tenders not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.
- C26.2 Tenderers shall note that except for deviation(s) listed in Appendix-3of FOT, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

D. Submission of Tenders

D1 The tenderer shall submit their tender on-line on e-tendering website specified under the Clause 1.1.2 (key details) of NIT.

D1.1 The bidders will be required to make payment of tender fee/Tender document cost and Tender Security at the time of online bid submission on portal itself and No copies of transaction of payment are required to be sent to the office of CE/Tender(O&M).

D1.2 The Employer cannot take any cognizance and shall not be responsible for any delay in submission/ uploading of Tender. The Tenderer shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online.

D1.3 Tender Security/EMD submitted after due date and time shall not be accepted and tenders of such tenderers shall liable to be rejected summarily.

D2 Late or Delayed Tenders

D2.1 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.

D2.2 It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering portal <https://etenders.gov.in/e procure/app> before the deadline of submission. DMRC will not be responsible for any delay, internet connection failure or any error in uploading of tender submission. The tenderers are advices to upload their submissions well before the due date and time of tender submission to avoid any problem and last minute rush.

D2.3 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.

D3 Modification, Substitution and Withdrawal of Tenders

D3.1 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.

D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.

D3.3 The Tender submitted online will be taken as final bid.

D3.4 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.

E. Tender Opening and Evaluation

E1 Tender Opening

E1.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph D-3 shall not be opened.

E1.2 Uploaded scanned copy of Tender Cost and Tender Security will be checked first.

The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, DMRC will first check the tender cost and tender security through online mode by cross verifying with the details of online transaction.

Tenders of those tenderers who have not submitted 'Tender Security' and 'Cost of Tender Documents' shall not be opened.

Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.

E1.3 The Technical Package of all tenderers who have submitted a valid Tender Security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the CE/Tender (O&M), DMRC, 5thFloor, C-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001. Tenderers may visit DMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. 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 Technical

Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

- E1.4 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tenderer can visit to DMRC e-procurement website for further information.

E2. Confidentiality of Tender Information and Copyright

- E2.1 Except the public opening of tenders, 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.
- E2.2 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's tender.
- E2.3 Notwithstanding Clause E2.2, from the time of tender opening to the time of Contract award, if any tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing to CE/Tender (O&M).

E3 Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5 of ITT herein.

E4 Evaluation of Tenders

Tender Security and Technical packages will first be evaluated which will cover following items:-

- E4.1 **General Evaluation:** First of all it will be determined whether each tender is accompanied with the Tender Security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid Tender Security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clauses E4.2, A4.1, A4.2, A4.3 and A5 of ITT.
- E4.2 **Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer qualify the minimum eligibility criteria as laid down in Clause 1.2.2 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria, shall not be considered for further evaluation and shall be rejected.

In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail. All such documents or certificates which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

E4.3 Evaluation of Responsiveness

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any non-conformity, the tender shall be disqualified and rejected.

E4.4 Evaluation of Material deviation or reservation

Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification.
- which contains any deviation in Tender Security with regards to form and format.
- which affects in any substantial way, the scope, quality or performance of the Works;
- which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or

- whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders.

Tender having any material deviation or reservation shall be disqualified and rejected.

E4.5 Evaluation of qualifying conditions

A tender containing any qualification which

- seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the contractor in the Tender Documents; or
- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or
- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

E4.6 Evaluation of Technical Proposal & other Technical Data:

E4.6.1 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 C-2.2 & C-2.3 and Tender Security as per clause C-18 of ITT.

E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.

E4.7 Tenderers not considered substantially responsive and not full-filling the requirements of the tender documents as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the financial package of such tenderer shall not be opened.

E4.9 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

E5. Evaluation of Financial Proposals

E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. Employer shall notify all technically qualified tenderers regarding opening of the financial proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened online through website. Tenderers can also check financial proposal of other tenderers online. Provision of clause 1.2.1 (ix) of NIT shall also be considered for financial evaluation. In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is financially more sound i.e. who scores more points as detailed in the Annexure-7 of ITT. No consideration will be given to other bidder(s).

E5.1.2 The evaluation of Financial Proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

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

E5.1.3 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.

E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.5 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.

E5.2 Correction of Errors

E5.2.1 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 in case of physical form of tendering. However, in case of e-tendering, amount in figures 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 there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

E5.2.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

E5.3 Comparison of Tenders

Tenders will be compared in **Indian Rupees** only. This will be achieved by converting the Foreign Currency portion into Rupees at the selling Rate of Exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of the Tender.

E5.4 If any change in the Employer's Requirement is considered necessary during technical evaluation, the tenderers who meet the requirements of Paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to reserve their financial package (Applicable in case of physical form of tendering).

E5.5 For the purpose of comparative evaluation of tenders received, the sum total of following shall be considered:-

The total amount worked out from the quoted percentage (excess/less) by the tenderer for the given Schedules or/and quoted rate of item as applicable.

The total value of above thus obtained in equivalent INR shall be compared amongst various tenderers to determine the lowest tender. Provision of clause 1.2.1 (ix) of NIT shall also be considered for financial evaluation.

E5.6 If the lowest tenderer as evaluated as per E5.5 has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations.

E5.7 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E6 Indigenisation

E6.1 Tenderers are encouraged to involve domestic firms in the Contract organisation and procurement processes.

F Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5, subject to the quoted amount is considered to be acceptable.

F2 Employer's Right to Accept any Tender and to Reject any or all Tenders

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by uploading the scanned copy of Letter of Acceptance (LOA) on e-tendering portal to confirm that his tender has been accepted. The successful tenderer can also

download the copy of Letter of Acceptance (LOA) issued to them. 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, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory indicating their unconditional acceptance, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

F3.2 The Letter of Acceptance will constitute a part of the contract.

F3.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause F3.1, the employer will promptly notify the unsuccessful Tenderers.

F4 Signing of Agreement

F4.1 The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement. The Employer shall prepare the Agreement in the Proforma (Annexure-6) included in this Document, duly incorporating all the terms of agreement between the two parties. Within a period of 30 days of submission of performance security or 60 days from the date of issue of the Letter of acceptance whichever is later, the successful tenderer will be required to execute the Contract Agreement. The performance guarantee (Security) should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

F4.2 Prior to signing of the Contract Agreement, the successful tenderer shall also submit the following documents within a period of 30 days from the issue of the Letter of Acceptance:

- a. Performance Guarantee
- b. Power of Attorney
- c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating :
 - i. Percentage Participation of each member/partner
 - ii. Joint and several liability of the partners

F5 Performance Security

F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC and Clause 3 of SCC shall be **10% of the annual value of Contract Price** from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable which may be reduced for balance years on completion of each year. The Performance Security shall be furnished to the Employer within 30 (thirty) days from the date of issue 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) Irrevocable bank guarantee in the prescribed format, given in Annexure-5A 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 payable at New Delhi. **The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) platform** and the following codes are to be used by the issuing bank for the purpose mentioned below:

Issuance & Amendment of Bank Guarantee

Code	Purpose
MT760/ IFN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

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
9A, Phelps Building, Connaught Place, New Delhi-110001
IFSC Code; ICIC0000007

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

- (b) Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India, or
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

This FDR shall be in the name of the contractor and DMRC and the contractor cannot encash/pre-mature this FDR without the discharge letter/NOC/approval of DMRC. Also, DMRC can encash this FDR without the approval of the contractor in case of non-compliance of terms of the contract.

The confirmation of the same will invariably be sent by the issuing bank directly to DMRC as per the format of Annexure-5B.

In case of JV/Consortium, the requirement of Performance Security shall be distributed between/among the members as per their percentage participation. The constituent members shall submit Performance Security (as per % participation in JV / Consortium) from their respective bank accounts. Performance Security executed from the bank accounts of JV/Consortium or any other bank account shall not be accepted.

The performance Security shall be valid for a period of 06 (six) months beyond the Defect Liability Period.

- (d) No additional Performance Security will be required to be submitted if the variation amount on plus side is within 25% of the Original Contract Value.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F3, F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

F6: Additional Performance Security: Deleted

**Instructions to Tenderers
Annexure-1 [As per clause C12]**

RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision. The qualification/experience of such Project personnel is given under Annexure-2:

S. No.	Designation of Project Personnel	Minimum Requirement	Penalty on non-deployment per month per person
A	<u>Key Personnel</u>		
1	Operators for Plants	3 Nos.	Rs.0.50 lakh/Month
2	Sweepers/ Unskilled Manpower	1 Nos.	Rs.0.25 lakh/Month

Notes:

1. The contractor shall deploy resources as per the above mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
2. The performance of project personal deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the personnel is not satisfactory, the contractor shall replace them with good personnel immediately as per the directions of the Engineer.
3. These minimum project personnel are as per the requirements of various activities at different stages of works. The schedule for deployment of “Key Personnel” (as indicated above) shall be submitted by the contractor within the NTP (notice to proceed) date mentioned in the LOA. These “Key personnel” shall be mobilised from the commencement of the work as per the aforesaid schedule for deployment of “key personnel” approved by the Engineer. “Other personnel” indicated above shall be deployed as per requirement of various stages of works as per the programme approved by the engineer.
4. In case of non-deployment of project personnel, the penalty shall be imposed as indicated above and deducted from Contractor's running/final bills. In case of non-deployment, for the part of the month, penalty shall be imposed on pro rata basis. The decision of the engineer in this regard, shall be final and binding.
5. *For non-deployment of Safety/Environment personnel, the penalty shall be imposed as indicated in the conditions of contract on safety & health and environment.

Undertaking

1. We confirm to deploy “Key Personnel” from the commencement of the work as per the schedule for deployment of key personnel approved by the engineer and “Other personnel” as per requirement of various stages of the work as per the Programme approved by the engineer.
2. We confirm to deploy minimum manpower as per Safety & Health and Environment Organization provided in Conditions of Contract on Safety & Health and Environment. We also confirm to deploy manpower over and above the minimum manpower stated above, if the work requires so

**SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

Instructions to Tenderers

Annexure-2 [As per clause C12]

MINIMUM ORGANISATION STRUCTURE REQUIRED

Minimum level of supervision & qualification/ experience of site staff is as follows:

S. No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	OPERATOR	DIPLOMA IN CIVIL ENGINEERING/ITI IN RELEVANT FIELD	3+ YEARS
2.	UNSKILLED MANPOWER	METRIC/10 TH PASS	3+ YEARS

NOTES:

- i. The contractor shall deploy project personnel as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- ii. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with competent & efficient personnel immediately as per directions of the Engineer.
- * Qualification and experience level of other safety/environment personnel should be as per Conditions of Contract on Safety & Health and Environment.

UNDERTAKING:

- i) We confirm to deploy project-personnel required to achieve progress of work as per construction work program submitted along with the bids or as approved by the Engineer.
- ii) We confirm to deploy manpower requirement of Safety & Health and Environment Organization as required under Conditions of Contract on Safety & Health and Environment, and also confirm to deploy manpower over and above the minimum numbers, if the work requires so.

**SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

Instructions to Tenderers
Annexure-3 [As per clause C13]

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

S. No.	DESCRIPTION OF PLANT /EQUIPMENTS	MINIMUM QUANTITY
1	Machinery shall be provided as per BOQ	As per requirement or as directed by Engineer in Charge

Note:

1. These resources are for peak period of each activity. All plants and equipment need not to be mobilized simultaneously, plants and equipment's as required as per the progress of the work shall be brought at site in advance as directed by the Engineer-in-Charge.

UNDERTAKING:

1. We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipment over and above the minimum numbers indicated above, if the work requires so.
2. Hiring of Cranes shall be as per approved vendors of DMRC's supply of cranes. The enclosed list is not exhaustive and contractors are free to propose and utilize plant and machinery after getting approval from DMRC. Third party certification of cranes, competency certification of the operators etc. would be required before grant of approval.

**SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

Instructions to Tenderers

Annexure-4 (As per Clause C18.1.2)

DELETED

Instructions to Tenderers

Annexure-5A [As per clause F5]

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 1.1.2(a) of NIT)(hereinafter called "the contract") to M/s.....(Name of the Contractor)....hereinafter called "the Contractor".
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs..... (Amount in figures and words).
4. Now we the Undersigned..... (Name of the Authorized representative of 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. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on the behalf of the contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The bank shall pay to the Employer any money so demanded not withstanding 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 till (The initial period for which this Guarantee will be valid shall be as stated as Clause 4.2.1 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 bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee, and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. 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.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

12. Notwithstanding anything contained herein:

- (a) Our liability under this bank Guarantee shall not exceed ₹ (₹)
- (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.....day of (Month & Year) 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.	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.
3. The Bank Guarantee must be issued on the Structured financial messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.
5. Following codes are to be used by issuing bank for the purpose of confirmation and amendment in Bank Guarantees:-

Code	Purpose
MT760/ IFN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the employer.

Instructions to Tenderers
Annexure-5B [As per clause F5]

Date: __/__/____

To,
Delhi Metro Rail Corporation Limited
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road,
New Delhi-110001

Dear Sir/ Madam

Sub: Issuance of FDR..... amounting to Rs.....valid till.....

It is hereby certified that FDR bearing number.....dated..... amounting to ₹.....
(Amount in figure and words) has been issued by (Name of the Bank) branch
address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s.....(Name of the contractor) under the
Contract No. This FDR can be encashed/ redeemed without any consent/ letter from the
contractor M/s.....(Name of the contractor) on demand by M/s Delhi Metro Rail
Corporation Limited. The contractor cannot encash/ premature above FDR unless above original FDR is
accompanied by the discharge letter/NOC/approval of DMRC.

This FDR has been issued by authorised signatory of the Bank.

For or on behalf of (Name of the Bank)

Signature.....

Name:

Designation:

Stamp of Bank.....

Instructions to Tenderers
Annexure-5C [As per clause F6]
(In case of service contract)

DELETED

**Instructions to Tenderers
Annexure-6 [As per clause F4]**

(Agreement on non-judicial stamp paper on Rs.100/-)

FORM OF AGREEMENT

This Agreement is made on the _____ day of _____ (Month & Year) Between Delhi Metro Rail Corporation Limited, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 hereinafter called "the Employer" of the one part and _____ (Name and Address of Contractor) _____ hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that (** certain Goods and Services should be provided and) certain Works should be executed, viz. **Contract No.: OCW-2249 - Operation and Maintenance of 01 No. STP and 01 No. ETP & 02 Nos. R.O. plants of Yamuna Bank Depot in Line-3 of DMRC** 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) Notice Inviting Tender
 - (c) Instructions to Tenderers (Including Annexures)
 - (d) Form of Tender with Appendix
 - (e) General Conditions of Contract (December, 2025)
 - (f) Special Conditions of Contract
 - (g) Employer's Requirement
 - (h) Technical Specifications
 - (i) Bill of Quantities
 - (j) Conditions of contract on Safety & Health for Civil work Contracts of O&M wing
 - (k) Conditions of contract on Environment for Civil work of O&M for Contracts Value upto ₹1.0 Crore.
 - (l) Addendums, if any
 - (m) Other conditions agreed to and documented
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.

The staff/labourer recruited by the Contractor for said work will be the sole responsibility of the Contractor and DMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in DMRC.
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.

ANNEXURE – 6

(PAGE 2 OF 2)

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

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said _____ Name

By the said _____ Name

on behalf of the Contractor in the
presence of:

on behalf of the Employer in the presence
of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

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.

Instructions to Tenderers
ANNEXURE-7 (As per clause E5.1.1)
TIE BETWEEN TWO LOWEST TENDERERS

In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is financially more sound i.e. who scores more points as detailed in this Annexure-7 of ITT.

The financial soundness of such bidders shall be judged based on the approximate value of work to be done in one year denoted as 'X' which will be calculated as under:

$$X = \frac{\text{Approx. cost of work as given in NIT}}{\text{Time of completion in years}}$$

Criteria for different financial parameters will be as under:

1. Working Capital/Net cash flow (Current Assets minus Current Liabilities):

$\geq \frac{X}{5}$	=	3 points
$\geq \frac{X}{6}$ but $< \frac{X}{5}$	=	2 Points
$\geq \frac{X}{7}$ but $< \frac{X}{6}$	=	1 points
$< \frac{X}{7}$	=	0 points

2. Profit before Tax:

Positive in 3 years	=	2 points
Positive in 2 years	=	1 points
Negative in all 3 years	=	0 points

3. Net Worth:

$\geq \frac{X}{3}$	=	3 points
$\geq \frac{X}{4}$ but $< \frac{X}{3}$	=	2 points
$\geq \frac{X}{5}$ but $< \frac{X}{4}$	=	1 points
$< \frac{X}{5}$	=	0 points

4. Average annual turnover:

$\geq 2X$	=	3 points
$\geq 1.4X$ but $< 2X$	=	2 points
$\geq 0.8X$ but $< 1.4X$	=	1 points
$< 0.8X$	=	0 points

Note:

(a) Working capital and Net Worth will be based on latest audited balance sheet.

(b) Average Annual Turnover and profitability will be based on last 3 years audited balance sheets. In case audited balance sheet of the last 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 average of turnovers of previous 2 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 will be considered as non-responsive.

(c) In case of Joint Ventures/Consortia, these financial parameters will be worked out as under:

(1) Working Capital:

(i) **For Minimum requirement (Initial Filter Criteria) :**

Requirement of working capital 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 working capital required is 'W' then working capital of member-1 $\geq \frac{W \cdot M}{100}$ and working capital of member-2 $\geq \frac{W \cdot N}{100}$.

(ii) **For allotment of points:**

Figures of working capital required for different points to be distributed between members as per their percentage participation. Points to be allotted to every member based on this distribution and working capital of the member. Minimum of the points allotted to any member shall be the points of the JV.

(2) Profitability:

(i) **For minimum requirement (initial filter criteria):** The profitability of only lead member shall be evaluated.

(ii) **For allotment of points:** Points will be allotted to every partner separately and the weighted average of the points scored by each partner/member as per their participation will be the profit of JV/Consortium.

Example: Let Member-1 has percentage participation of =M and Member-2 has percentage participation of =N. Let the points scored by Member-1 are 'A' and by Member-2 is 'B', then, the score of JV will be $\frac{AM + BN}{100}$.

(3) **Net Worth:** 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:
$$= \frac{AM+BN}{100}$$

(4) **Average annual turnover from works:** 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:
$$= \frac{AM+BN}{100}$$

NOTE- In cases, where even after applying the above formulae if all the bidders are scoring same points. Then tender will be awarded to the bidder having highest Average Annual Turnover in the last 3 years.

Instructions to Tenderers
ANNEXURE-8 (As per clause 1.2.2 B.ii of NIT)

DELETED