



DELHI METRO RAIL CORPORATION LIMITED

Contract: DMRC/CHK-Ops-07/2022-Mechanized Cleaning & Housekeeping works Nehru Place (NP) to Badarpur Border (BAPB), 09 Stations at Line-6 of Delhi Metro Rail Corporation Limited.

ADDENDUM NO. 1

Summary Sheet

S.No	Tender Document	Page No	Clause No / Item No	Addendum / Corrigendum	Remarks
1.	Introduction	5	Clause no.-4, key details	Clause modified.	Replace Page 5 with 5R.
2.	Instructions To Tenderers (ITT)	1, 10, 17	Index, C18.8(c), F2.2, F4.1	Index and Clauses of ITT is modified.	Replace Page 1, 10 and 17 with 1R, 10R and 17R respectively.
3.	Instructions To Tenderers (ITT)	18 & 19	Clause F5 & F6 of ITT	Clause F5.3 is modified and clause F6 is added in ITT.	Page no. 18 & 19 are replaced with 18R & 19R respectively.
4.	Instructions To Tenderers (ITT)	25	Annexure-6 of ITT (Form of Bank Guarantee For Tender Security (EMD)).	Clause 4(c) of Annexure-6 is modified.	Replace Page 25 with 25R.
5.	Instructions To Tenderers (ITT)	30A & 30B	Annexure-7B of ITT (Form of Additional Performance Security (Guarantee)) by bank	Annexure-7B of ITT is added	Page no. 30A & 30B incorporated in ITT.
6.	SCC/STC	3 & 4	Clause No.-3, Performance Security Amount.	Clause Modified.	Replace Page 3 & 4 with 3R & 4R respectively.
7.	Form of Tender	3	Appendix-1 of FOT.	Clause added at S. No.-2.	Replace Page 3 with 3R.
8.	Form of Tender	10	Appendix-6A of FOT.	Clause 2 modified.	Replace Page 10 with 10R.
9.	Form of Tender	48	Appendix-35 of FOT.	Check sheet for financial submission modified.	Replace Page 48 with 48R.

ADDENDUM NO. 2

Summary Sheet

S.No	Tender Document	Page No	Clause No / Item No	Addendum / Corrigendum	Remarks
1.	Introduction	3	Clause no.-4, key dates	Modification in key dates.	Replace Page 3 with 3R1.

4. KEY DETAILS

a.	Approximate Cost of Work (Bid Estimated Value)	Rs.23.68 Crores (Inclusive of all) [Inclusive of GST@18%]
b.	Bid Start Date / Time	17.03.2022
c.	Bid Duration (Number of Days)	30 days
d.	Bid End Date / Time	18.04.2022 25.04.2022 upto 15:00 Hrs
e.	Date and time of submission of Bid online	Tender submission start date: 17.03.2022 Tender submission end date: 18.04.2022 25.04.2022 upto 15:00 Hrs
f.	Date and Time of Opening of Bid (Technical Bid online)	18.04.2022 25.04.2022 at 15:30 Hrs
g.	Date & time of opening of Price Bid	It will be informed later on after the evaluation of Technical Bid (only to the bidders who will successfully qualify the Technical Bid) on GeM portal
h.	Bid Life Cycle (From Publish Date)	Initially 90 days (automatically provided by GeM portal), which will be extended upto Bid Offer Validity.
i.	Bid Offer Validity (From Bid End Date)	Initially 55 days (due to restrictions on GeM portal), however, in case the tender is not finalized within this period, it is extendable upto 180 days without seeking consent of the bidders.
j.	Time to be allowed to the Seller for Technical clarifications during Technical Evaluation	10 days
k.	Contract Duration	4 Years (further extendable by 6 months based on satisfactory performance) from the stipulated date of commencement
l.	Set Minimum Price for this Bid	No
m.	Whether "Price Breakup of quoted amount" required in Financial document	<u>Yes (in the prescribed format)</u>
n.	Is Pre-Bid Meeting Required	Yes, 25.03.2022 at 11:00 Hrs The pre-bid meeting shall be conducted through video conferencing by software apps such as WebEx etc. All prospective bidders shall have to provide the details of the person(s) (maximum upto two) who will be participating in such virtual meeting at least one day before the meeting (latest by 24.03.2022 at 11:00 Hrs) to the registered official email of DMRC i.e. gmcontracts@dmrc.org so that links having details such as software, meeting ID, password, etc. can be mailed to these persons at least 12 hours before the scheduled virtual pre-bid meeting.
o.	Tender Security* (Earnest Money Deposit)	Amount of Tender Security:- INR 11,84,176/- Validity of Tender Security: 14.12.2022 {Bid Validity (180 days from bid submission end date) + 60 days} Tender Security in case of BG, FDR, Demand Draft, Banker's Cheque (in original) as per clause C18 of ITT shall be accepted only up to 1500 hrs. on 18.04.2022 25.04.2022 in the office of Sr. General Manager/Contracts at the address mentioned hereinafter. In case of RTGS/NEFT/IMPS transactions, bidders shall upload the scanned copies of transaction of

t.	Stipulated date of commencement of work	Date given in Letter of Acceptance or Employer's Notice to Proceed.		
u.	Type of Tender	Two Bid System (Technical & Financial)		
v.	Security Deposit / Performance Security/ Additional Performance Security	As per Clause No. F5 and F6 of ITT		
w.	Validity of Performance Bank Guarantee / Security (ies)	As per Clause No. F5 and F6 of ITT		
<u>To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below: -</u>				
Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
Punjab National Bank	ECE House Branch, Connaught Place, New Delhi-110001.	DMRC Ltd. O&M Expenditure A/C, 1120005800000032	Current	PUNB0112000

* Tender Cost and Tender Security is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category "Housekeeping/Cleaning", and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of Tender Cost and Tender Security if;

- Either they are not registered for "Housekeeping/Cleaning" category.
- Or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from 'Tender Cost and Tender Security', being MSEs, shall ensure their eligibility w.r.t. above and submit Registration Certificate issued by the body under which they are registered which clearly mentions category of registration i.e. "Housekeeping/Cleaning", and Terminal Validity of registration.

In absence of any of the above requirements, no exemption for 'Tender Cost and Tender Security' will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

No further clarification shall be sought on the above.

Notes: -

1. In case bidder is a JV/Consortium, then registration of bidder with the bodies mentioned above must be in the name of JV/Consortium.
2. In case the bidder who has been exempted from Tender Cost/Tender Security being Micro & Small Enterprises, and;
 - (i) Withdraws his Tender during the period of Tender validity; or
 - (ii) Becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
 - (iii) Refuses or neglects to execute the contract; or
 - (iv) Fails to furnish the required Performance Security**(ies)** within the specified time;

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of LOA/annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the

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(c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank/ Post office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd. In case of joint venture/consortium, Bank Guarantee/FDR for tender security shall be either in the name of joint venture/consortium or in the name of any of the constituent substantial member. In case of Bank Guarantee/FDR is submitted in the name of any of the constituent substantial member then, the bidder shall also submit undertaking as per Annexure-6A of ITT.

The Tender Security/EMD shall remain valid up to the date specified under the Clause 4 (n) of introduction. The tender security shall be submitted in a sealed envelope clearly marked on top "Tender Security for Contract: "DMRC/CHK-Ops-07/2022".

C18.4 To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
Punjab National Bank	ECE House Branch, Connaught Place, New Delhi-110001	DMRC Ltd. O&M Expenditure A/C, 1120005800000032	Current	PUNB0112000

C18.5 The "Original" of this Tender Security is to be submitted in a separate sealed envelope in the office of the Sr. General Manager/Contracts at the address given in the Tender Documents before date & time of submission of tender mentioned in the Introduction. If an acceptable Tender Security 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. No post-bid clarifications shall be sought on Tender Security.

C 18.6 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 4.2 of the GCC.

C 18.7 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) to the successful tenderer or finalization of tender.

Bidder is required to submit Appendix-25 of FOT for refund of Tender Security, if the same has been submitted in the form of Demand Draft/Banker's Cheque or by RTGS/NEFT/IMPS.

C 18.8 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 E 5.2 below;
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security **(ies)** within the time specified by the Employer.
- (d) However, if the Tenderer withdraws his tender after opening of his financial package (in two package system) during the period of validity of his tender or in case of (c) above, beside forfeiture of tender security, the tenderer shall not only be debarred from participating in the re- tender of same work but also will be debarred from participating in any tender of DMRC for a period of one year from the date of withdrawal of his tender or from date of issue of LOA, as the case may be

C18.9 No interest will be payable by the Employer on the tender security amount cited above.

namely Contract No. DMRC/CHK-Ops-06/2022, DMRC/CHK-Ops-07/2022, DMRC/CHK-Ops-08/2022, DMRC/CHK-Ops-09/2022 and DMRC/CHK-Ops-10/2022 (05 tenders). Tenderers must note that maximum two (2) tenders out of these five tenders will be awarded to one bidder either in individual capacity or Joint Venture (JV)/Consortium, while they can participate in all 5 tenders. Tenderers are cautioned that this condition will also be applicable even if some member(s) of the JV/consortium are different in respective tenders. The financial bid(s) of the tenderer(s) who have been awarded two of the aforesaid tenders, shall not be opened for the remaining tender(s) whose financial bids have not been opened.

- 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(**ies**) 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 telephonically and by creating Order on GeM portal to confirm that his tender has been accepted. The successful tenderer has to accept the order created on GeM portal by the employer On acceptance of the Order, Letter of Acceptance (LOA) will be issued to successful tenderer. 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 (LOA)" will be sent in duplicate to 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 issue 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 and discharge/return their tender securities.
- 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 in the form Annexure-9 of Instructions to Tenderers with such modifications as may be considered necessary at the time of finalization of the Contract within a period of 30 days of submission of Performance Security(**ies**) or 60 days from the date of issue of the Letter of Acceptance whichever is later.
- F4.2 DELETED
- F5 PERFORMANCE SECURITY
- F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 3% of Annual Contract Price in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of issue of the Letter of Acceptance. The form of Performance Security is provided in Annexure-7 of ITT. The required Performance Security for the sum mentioned above may be submitted in any one of the following forms: -
- (a) Bank Draft in favour of "Delhi Metro Rail Corporation Ltd.", payable at "New Delhi" from a Scheduled Commercial Bank based in India, or
 - (b) Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Offices based in India duly pledged in favour of "Delhi Metro Rail Corporation Ltd."

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-7A. or

- (c) Irrevocable Bank Guarantee in the prescribed format, given in Annexure-7 of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled Foreign Bank. The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: -
 ICICI BANK LTD.
 9A, Phelps Building, Connaught Place, New Delhi-110001.
 IFSC Code; ICIC0000007

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

Confirmation of Issuance & Amendment Bank Guarantee

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

The Bank Guarantee issued on the SFMS platform shall only be acceptable to the Employer. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable to the Employer.

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 their % 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 Guarantee should be valid for a period of 06 (six) months beyond the date of completion of Project.

- F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
- F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F3, F4, and F5 **and F6** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

F 6 **ADDITIONAL PERFORMANCE SECURITY**

In case, successful tenderer quotes the total cost of work lower than the total estimated cost, the successful tenderer, within 30 days from date of issue of Letter of Acceptance (LOA), shall submit Additional Performance Security (In addition to performance security as per clause F5 of ITT) equivalent to amount by which the quoted total price (rounding off to nearest Lakhs) are lower than the estimated cost of tender (rounding off to nearest Lakhs). The required Additional Performance Security for the sum mentioned above may be submitted in any one of the following forms: -

- (a) Bank Draft in favour of "Delhi Metro Rail Corporation Ltd.," payable at "New Delhi" from a Scheduled Commercial Bank based in India, or**

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

(c) Irrevocable Bank Guarantee in the prescribed format, given in Annexure-7B of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled Foreign Bank. The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: -

ICICI BANK LTD.

9A, Phelps Building, Connaught Place, New Delhi-110001.

IFSC Code: ICIC0000007

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

Confirmation of Issuance & Amendment Bank Guarantee

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

- **The Bank Guarantee issued on the SFMS platform shall only be acceptable to the Employer.**
- **Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable to the Employer.**
- **In case of JV/Consortium, the requirement of Additional Performance Security shall be distributed between/among the members as per their percentage participation. The constituent members shall submit Additional Performance Security (as per their % participation in JV/ Consortium) from their respective bank accounts. Additional Performance Security executed from the bank accounts of JV/Consortium or any other bank account shall not be accepted. The Additional Performance Security should be valid for a period of 06 (six) months beyond the date of completion of Project.**

G Cancellation of Letter of Acceptance (LOA) & Form of Tender

In case successful Tenderer fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender after issuance of LOA then the LOA shall be cancelled and the Tender Security shall be forfeited.

H Terms & Process of Bill Payment

a. All the terms & conditions of the bills for payments purpose should be strictly complied with in accordance with the guidelines, issued by the competent authority from time to time.

b. Certificate as per Annexure-12 of ITT enclosed should strictly be provided with each bill.

I Information under the RTI Act, 2005

Delhi Metro Rail Corporation Ltd. is required to provide to the applicants the information under Right to Information (RTI) Act, 2005. Certain information may pertain to the contractor/bidder also. Bidder is required to give their unconditional consent to DMRC in the format enclosed as Appendix-24 to FOT. Bidder may indicate the matters for which information cannot be provided without a specific consent from the bidder and list such matters in the same format i.e. Appendix-24.

INSTRUCTIONS TO TENDERERS

Annexure-6 [As per Clause C18.3]

FORM OF BANK GUARANTEE FOR TENDER SECURITY (EMD)

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

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called "the Bank") are bound unto Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs.for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated_____for(Name of the work as per clause 1 of Introduction) hereinafter called the tender.

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

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

3. We further agree as follows:
 - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
 - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
 - c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till (Date to be filled as mentioned in clause 4(n) of Introduction)
 - e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:
 - a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
 - b. if the Tenderer does not accept the correction of his tender price in terms of Clause E5.2 of the "INSTRUCTIONS TO TENDERERS".
 - c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity :
 - i. fails or refuses to furnish the Performance Security(**ies**) in accordance with Clause F 5.1 **and F6** of the "Instructions to Tenderers" and/or

- ii. fails or refuses to enter into a Contract within the time limit specified in Clause **F 4** of the "Instructions to Tenderers".

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

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
- (b) This Bank Guarantee shall be valid up to(Date to be filled as mentioned in clause 4 (n) of Introduction)
- (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.....

Signature of Authorized Official of the Bank

Name of Official

Designation

Stamp/Seal of the Bank

Signature of Witness

Name

Address

Notes:

1. Please note that, as per clause C18, any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly.
2. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
3. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

INSTRUCTIONS TO TENDERERS

Annexure-7B

PAGE 1 OF 2

**FORM OF ADDITIONAL PERFORMANCE SECURITY (GUARANTEE) BY BANK
On Non judicial Stamp Paper of appropriate value
[As per Clause F6]**

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) (hereinafter called "the Contract") to _____ (Name of the Contractor) (hereinafter called "the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer an Additional 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. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on 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 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 till _____. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the completion period of work.)
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, modification to the terms of the Contract Agreement or to any documents, which has 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 Rs. _____ (Rupees _____)
- (b) This Bank Guarantee shall be valid upto _____.
- (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 & on behalf of the Bank by the above named in the presence of: -

Witness – 1

Witness - 2

Signature:.....

Signature:.....

Name:.....

Name:.....

Address:.....

Address:.....

.....

.....

Note: -

1. The stamp papers of appropriate value shall be purchased in the name of 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 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
5. Following codes are to be used by issuing bank for the purpose mentioned below: -

Issuance & Amendment of Bank Guarantee

Code	Purpose
MT760/IFN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment

Confirmation of Issuance & Amendment Bank Guarantee

Code	Purpose
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 than mentioned above for the purpose shall not be acceptable to the Employer

SPECIAL CONDITIONS OF CONTRACT (SCC)

SCC Clause No.	Ref to GCC Clause	Description
		Preamble SCC is to be read in conjunction with GCC. Entire clause of GCC is not replaced unless specifically mentioned in SCC against the relevant Clause.
1.	1.4	Contract Agreement The Form of Contract Agreement shall be in the format given in Annexure-9 of ITT. The cost of stamp duties and similar charges imposed by law shall be borne by the Contractor.
2.	3.2	Duties and Authorities of the Engineer In addition to the duties and authorities mentioned in Clause 3.2 of General Conditions of Contract, The Engineer: - (i) shall watch and inspect the Works, monitor and examine any material to be used and workmanship employed by the Contractor in connection with the Works (ii) shall carry out such duties and exercise such powers vested with the Engineer in accordance with the provisions of the Contract (iii) shall issue instructions which in his opinion are necessary for the execution of the Works. (iv) shall verify quantity & quality of work and other items as per BoQ before release of payment (v) may issue any other instruction which in his opinion is desirable in connection with the Works
3.	4.2 / 4.2.1	Performance Security Amount Within 30 days from date of issue of the letter of acceptance the successful Tenderer shall furnish Performance Security, for an amount of 03 (three) percent of the Annual contract value in types and proportions of currencies in which the Contract price is payable and additional Performance Security as per clause F6 of ITT either in the form of Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. The Performance Security(ies) shall be valid upto 6 months beyond completion period. The scheduled foreign bank or scheduled commercial bank in India 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 own interest of the contractor to obtain Employer's bank IFSC Code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the Employer's Bank. The Extension of time for submission of Performance Security(ies) beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. for the date of issue of LOA to the date of submission of Performance Security(ies). In case the Contractor fails to submit the requisite Performance Security(ies) within 60 days from the date of issue of LOA, the contract shall be annulled duly forfeiting tender security any dues, payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of DMRC for a period of two 01(one) years from date of issue of LOA. The approved form provided in the Instructions to Tenderers documents shall be used for Bank Guarantee.

		<p>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 their % 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.</p> <p>In case the Contract value goes beyond 25% of the original Contract Value, the Contractor shall have to submit additional Performance Security as follows: -</p> <p>a) If variation amount on plus side exceeds 25% of the Original Contract Value either due to Employer's variation or due to Contractor's variation, The Contractor shall submit additional performance security equal to an amount of 3% of the variation amount exceeding 25% of the original Contract Value.</p> <p>b) 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.</p> <p>In case, if Contract is terminated due to Contractor's default in terms of GCC Clause 13.2, the full 3% whole Performance Security amount including additional Performance Security as per clause F6 of ITT shall be forfeited. Shortfall amount, if any, shall be recovered by the Employer from money due to the Contractor under the Contract including, without limitation, and the employer shall have the power to recover any balance form money due to the Contractor under any other contract between the Employer and the Contractor.</p>
	4.2.3	<p>Release of Performance Security</p> <p>The Performance Security(ies) shall become due and shall be paid to the Contractor on signing of the Performance Certificate after the expiry of the final Defect Liability Period as per Clause 10.9 of GCC.</p>
	NOTE	<u>Above Clause no. 3 of SCC is also applicable for Additional Performance Security which is described in clause F6 of ITT.</u>
4.	4.4	<p>Facilities for and co-ordination with others</p> <p>The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages.</p>
5.	4.10	<p>Sufficiency of Accepted Contract Amount</p> <p>The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.</p> <p>The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.</p>
6.	4.11 & 4.12	<p>Access Route Rights of Way and Facilities</p> <p>All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.</p> <p>The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the</p>

FORM OF TENDER-APPENDIX-1
APPENDIX TO THE FORM OF TENDER
(Requirement under Contract Conditions)

S/N	Description	Reference Clause of GCC/ <u>SCC</u>	Requirement
i.	Amount of Bank Guarantee as Performance Security	Clause 4.2 of the GCC and Clause No.3 of SCC	3% of the Annual Contract Price as per Clause 3 of Special Conditions of Contract.
ii.	<u>Amount of Additional Performance Security</u>	<u>Clause No. 3 of SCC</u>	<u>Equivalent to amount by which the quoted total price (rounding off to nearest Lakhs) is lower than the estimated cost of tender (rounding off to nearest Lakhs).</u>
ii. iii.	Latest date for commencement of the works	Clause 8.1 of GCC	Date given in LOA or Employer's Notice to Proceed
iii. iv.	Contract Period from the date of commencement of work	Clause 8.2 of GCC	04 Years (further extendable by 6 months) based on satisfactory performance from the stipulated date of commencement as per Clause 4(k) of Introduction.
iv. v.	'Defects Liability Period' for the whole of the Works	Clause 10.0 of the GCC	Defects Liability period is not applicable for Housekeeping works
v. vi.	Amount of advance payment	Clause 11.2 of the GCC	No advance shall be payable as per clause No.20 of SCC
vi. vii.	Insurance for workers/ employees	Clause 15.4 of the GCC	All Contractors' employees shall have to be covered under ESI and ECA as per Clause 23 of Special Conditions of Contract.
vii. viii.	Amount of Third Party Insurance	Clause 15.3 of the GCC	10% of Total Contract Value for any one incident or all incidents put together as per Clause 23 of Special Conditions of Contract.
viii. ix.	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 1 week from the "date of commencement"
ix. x.	Tender Validity		55 days from the last date of submission of tender (as per Clause C17 of ITT)
x. xi.	Penalty & Deduction		As per Clause 28 of Special Conditions of Contract

Date _____

Name _____

Place _____

Address _____

Signature of authorized signatory of Tenderer

FORM OF TENDER

APPENDIX-6A

Undertaking by JV/Consortium members

We understand that,

1. In case, it comes to notice of DMRC either during or even after completion of Work that JV/Consortium members have either altered / modified the MOU / JV agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/ Agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a)(ii) of this tender for which every constituent member of the JV/Consortia is liable to be debarred for a period upto three years along with such other legal actions as may be permissible under the law.
2. Apart from all of us being jointly and severally responsible, we understand that each of us shall also be individually responsible for our duties as specified in the MOU/JV agreement submitted in terms of clause 1.1vii(d) of Pre-qualification Criteria. In case our JV/Consortium qualifies the criteria of work experience on the basis of our experience, each of us shall be responsible for deployment of key staff as per clause C12 of ITT. In case of failure on our part in fulfilling these duties, the Performance Security(**ies**) submitted by us may be forfeited by the Employer in addition to other actions.
3. We are aware that our performance shall be adjudged by the Employer on quarterly basis, and if the same is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e. Part Termination of the contract as elaborated in Pre-qualification criteria clause 1.1i (Eligible Applicants) We are also aware that the performance of each of us may be specifically stated in the work Experience Certificate / Performance Certificates which may be issued to us during or after execution of Work for our Business Development purposes.

(i) STAMP & SIGNATURE OF
AUTHORISED SIGNATORY OF
1stMEMBER OF JV/Consortium

(ii)STAMP & SIGNATURE OF
AUTHORISED SIGNATORY OF 2nd
MEMBER OF JV/Consortium

AND SO ON _____
STAMP & SIGNATURE OF
AUTHORISED SIGNATORY ON
BEHALF OF JV/Consortium

Note: -

1. This undertaking shall be signed by each of the JV/Consortium members.
2. The undertaking shall be signed by the authorized signatory of each constituent member and countersigned by the authorized signatory of JV/Consortium.

3.32	Appendix-34 of FOT: Undertaking for Pending Litigation as per Clause 1.1 v(f) of Pre-Qualification Criteria			
3.33	Appendix-35 of FOT: Check List for Technical & financial Submission			
4	WORK EXPERIENCE & FINANCIAL DATA			
4.1	Appendix-15 of FOT: Financial Data of Work done during the last Five Financial Years duly certified by CA			
4.2	Appendix-16 of FOT: Works In Hand duly certified by CA			
4.3	Appendix-17 of FOT: Work Experience			
4.3a	Client Completion certificate/Experience certificate/work completion certificate on Clients Letter Head			
4.4	Appendix-18 of FOT: Financial Data duly certified by CA			
4.4a	Audited balance sheets for last five audited financial year			
4.5	Appendix-18A of FOT: Affidavit for unaudited balance sheet (if applicable)			
4.6	Self attested copy of all other certificates and documents asked for in the Eligibility Criteria			
5	ADDITIONAL REQUIREMENTS			
5.1	Self attested copy of PAN card			
5.2	Self attested copy of GST registration certificate			
5.3	Self attested copy of EPF Registration Certificate			
5.4	Self attested copy of ESI Registration Certificate			
5.5	Signed All Tender documents (i.e. Pre-qualification criteria, ITT, FOT, GCC, SCC, Employer's requirement, Payment Terms, Penalties& Deductions, SHE etc.)			
5.6	Addendum/Corrigendum issued if any			
CHECK SHEET FOR FINANCIAL SUBMISSION				
1	Priced Bill of Quantities on GeM Portal <u>Price Break-up of Quoted Amount (in prescribed format) on GeM Portal</u>			
2	ANNEXURE-A -Statement of Minor Deviation with price adjustment			
Note: The check list is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required document accordingly.				

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

Seal:

Date:

(Signature of Tenderer)