ANNEXTURE – A

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Sl. No.	Documents	
1.	a) Performa for detail of works executed in last 5 years b) Performa for detail of works in hand	ANNEXTURE – B ANNEXTURE – C
2.	Power of attorney for individuals signing on behalf of Company/Firm Or Power of attorney in favor of the leading member of Joint Venture / Consortium	
3.	Tender security	
4.	The details of Clause No. 3 of ITT	
5.	Registration under Kerala VAT act.	
6.	Tenderer's work schedule	
7.	Form of Performance Security (Guarantee) by Bank	ANNEXTURE – E
8.	Form of Agreement	ANNEXTURE – F
9.	Duly signed tender document	
10.	Form of tender	
11	EPF & ESI registration certificate	
12	Labour contract license.	
13.	Valid Electrical Contractor License of Govt.	

ANNEXTURE – B

DETAILS OF WORKS EXECUTED DURING LAST FIVE YEARS

S. N	NAME OF THE WORK AND AUTH-ORITY/ DEPTT	INITIAL COST OF THE TENDER	COMPL-ETION COST	DATE OF LETTER OF ACCEPTANCE	ORIGINAL PERIOD OF COMPLETION	EXTENDED DATE OF COMPLETION, IF ANY	PENALTY, IF ANY, FOR DELAY OR OTHERWISE	ARBITRATION/LITIGATION, IF ANY	COMPLETION CERTIFICATE ATTACHED OR NOT

NOTE: If work is done jointly with other firms, please state your portion of work only including cost.

ANNEXTURE – C

DETAILS OF WORKS IN HAND

S.NO.	NAM E OF THE WORK AND AUTHORITY/DEPTT.	DATE OF LETTER OF ACCEPT-ANCE	ORIGINAL PERIOD OF COMPLE-TION	EXTENDED DATE OF COMPLE-TION, IF ANY	PENALTY, IF ANY, FOR DELAY OR OTHERWISE	ARBITRATION/LITIGATION, IF ANY

NOTE: If work is done jointly with other firms, please state your portion of work only including cost.

ANNEXTURE – D

Name of Work: - **"SHIFTING/ RAISING OF EHT LINES ALONG THE MUTTOM DEPOT YARD OF KOCHI METRO PROJRCTE, FOR MAINTAINING STATUTORY CLEARANCE.**
FROM LOCATION 12 TO 17 OF KAT-KLK 66 KV DC FEEDER."

CONTRACT NO: KE-8.

FORM OF TENDER

To:

Project Director, Delhi Metro Rail Corporation Limited
2nd Floor, GCDA Complex, Eastern Entry Tower,
Ernakulam South Railway Station, Ernakulam, 682016.

1. **Having visited the site and examined the General as well as Special conditions of contract, KSEB specifications, Special Specifications, Instructions to Tenderer, Preliminary Drawings and Addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said conditions of Contract, Specifications, Preliminary Drawings and Addenda @ Rs_____ at the rates given below.**

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

3. We undertake, if our Tender is accepted, to commence the works immediately after the issue of the acceptance letter and to complete the whole of the Works comprised in the Contract within **180 days** calculated from the date of issue of the Letter of Acceptance, as indicated in the Appendix.

4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with **Clause 4.2** of the General Conditions of the Contract and as indicated in the Appendix.

5. We have independently considered the amount shown in **clause 8.5** of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

6. We agree to abide by this Tender for a minimum period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

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

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

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

Dated this _____day of _____2013

Signature & Name _____in the capacity of_____
duly authorized to sign Tenders for and on behalf of _____
_____

Address _____
_____

Witness – Signature _____

Name _____

Address _____

Occupation_____

APPENDIX TO THE FORM A OF TENDER

Sr.no.	Condition of contract	Clause no.	Remarks
i.	Amount of Bank Guarantee as Performance Security	**4.2** of General Conditions	10 percent of the contract Price.
ii.	Minimum amount of Insurance & Period	**15** of General Conditions	To be executed by the contractor submitted **within 20** days of issue of letter of acceptance
iii	Period for commencement of work		From the date of issue of letter of acceptance
iv	Time for completion from the date of issue of the Letter of Acceptance		**150 days.**
v.	Amount of liquidated damages in case of extension of completion date due to delays by the Contractor	**8.5** of General Conditions	penalty of 10% per week of period of delay subject to a maximum of 10% of the value of the unexecuted portion of the contract work would be levied in case of delay in execution of the work beyond the stipulated completion period of extension any, granted to them by DMRC
vi	Period of maintenance from the date of issue of "Completion certificate"	**10** of General Conditions	12 months

Signature of Authorized Signatory on behalf of Tenderer

ANNEXTURE – E

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

On Non Judicial Stamp Paper of appropriate value

1. This deed of Guarantee made this day of_____ 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"_____ _____ _____" (hereinafter called the contract) to : _____ (Name & Address 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 Bank)** being fully authorised

to sign and to incur obligations for and on behalf of and in the name of_____(Full name & Address of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs._____
(Amount in figures and Words) as stated above.

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

6. This Guarantee is valid for a period of ……. ……. Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the anticipated expiry date of Maintenance period as stated in the "General Conditions of Contract".

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

8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions "the Employer", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.

11. Notwithstanding anything contained herein.

a. Our liability under this Bank Guarantee shall not exceed Rs._____.

b. This 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 _____. (Date of expiry of this guarantee).

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ _____day _____(date) of _____2012_____being herewith duly authorized. _____(Month) _____(Year)

For and on behalf of
the_____Bank.
Signature of authorized
Bank official
Name:
Designation:
Stamp/Seal of the Bank:

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

Witness 1	**Witness 2**
Signature	Signature
Name	Name
Address	Address

ANNEXTURE – F

FORM OF AGREEMENT

On Rs 100/-__ Non Judicial Stamp Paper

This Agreement is made on the _____ day of _____ Between Delhi Metro Rail Corporation Limited hereinafter called "the Employer" of the one part and _____(Name of Contractor) (Address of Contractor) _____of _____ _____ hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Works should be executed, viz. "_____ _____(herein after called the work) and has accepted a Tender by the Contractor for the execution and completion 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:

- Notice Inviting Tender (NIT)
- Instructions to Tenderers (ITT)
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Technical Specifications, KSEB Specification and Kerala VAT.
- Form of Tender with Appendices
- Bill of Quantities (BOQ)
- Condition of Contract on safety, Health & Environment (SHE)
- Tender Drawings.
- Letter of acceptance
- Contractor's Proposal submitted along with the tender.
- Other conditions agreed to and documented as listed below

  i. Tenderer's Work Schedule as amended if required

  ii. Details of Quality assurance system and organisation

  iii. Supporting data on RBI and IEEMA indices and customs duty rates for application of Price Variation Clause, if applicable.

  iv. Supporting data on RBI rates for Foreign Exchange component of Tender, if applicable.

  vi. Any other item as applicable +

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

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the

Contract Price of **Rs_____ including all types of taxes, duties, royalties, cess, KVAT etc; 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.

7. 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 filling of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.

8. JURISDICTION OF COURT

The Court at Kochi shall have the exclusive jurisdiction to try all dispute arising out of this agreement between the parties.

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

For and on behalf of the Contractor	For and on behalf of the Employer
Signature of the authorised 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_____ ____ on behalf of the Contractor in the presence of: Witness _____ Name _____ Address_____ _____	By the said _____ Name_____ on behalf of the Employer in the presence of: Witness _____ Name _____ Address_____ _____

Note :

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

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

ANNEXTURE – G

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(Reference para-19 of the Instructions to Tenderers)

(To be stamped in accordance with Stamp Act)

KNOW ALL MEN by these presents that we _____ (Name of Bank and address) of India, having our registered office at _____ (hereinafter called "the Bank") are bound unto DELHI METRO RAIL CORPORATION (hereinafter called "the Employer") in sum of Rs. _____ for which payment well and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated _____ for Tender **KE-5** (hereinafter called "the Tender").

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Tender Security against the Tenderer's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) (from Scheduled Commercial Bank based in India) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

(i) 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.

(ii) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.

(iii) That this guarantee commences from the date hereof and shall remain in force till:

a. The Tenderer, in case his tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Security on a Scheduled Commercial Bank based in India.

b. Fifty six days after the date of validity or the extended date of validity of the Tender, as the case maybe;

whichever is earlier.

(iv) That the expression "the Tenderer" and the "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

(i) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or

(ii) if the Tenderer refuses to accept the corrections of errors in his tender; or

(iii) If the tenderer fails to withdraw conditions, qualifications, deviations etc, proposed by him at the cost of withdrawal given in his tender ; or

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

a. fails or refuses to furnish the Performance Security and/or

b. fails or refuses to enter into a Contract within the time limit specified in paragraph F4 of the "Instructions to Tenderers".

We undertake to pay to the Employer 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 (I), (ii), (iii), ‘(iv) a’ and ‘(iv) b’ mentioned above, specifying the occurred condition or conditions.

Signature of Authorised Official of the Bank:

_____

SIGNATURE OF WITNESS

_____

NAME OF WITNESS

_____

Address of witness

_____

Name of Official: _____

Designation _____

STAMP/SEAL OF BANK