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DELHI METRO RAIL CORPORATION LTD.

CONTRACT NO: OOMisc-1533

Licensing of Porter and Cloak Room Services
At Metro Stations of Airport Express Line of DMRC Network

NOTICE INVITING TENDER
(NIT)

DELHI METRO RAIL CORPORATION LTD.
5th FLOOR, C-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

Definitions

- a) **"Cloak Room Services"** means where passengers can keep their luggage for a specific period of time.
"Porter Services" means a person employed to carry luggage and other loads of passengers from one place to another within station premises.
- b) **"Agreement"** means the License Agreement to be executed between DMRC and the Successful Bidder.
- c) **"Applicable Laws"** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **"Bidder/Tenderer"** means any entity which is a sole proprietorship firm, a partnership firm, or a company having registered office in India, or a combination of above in the form of Joint Venture (JV), etc. which is submitting its bid pursuant to Tender Documents.
- e) **"Bid Security"** means the refundable amount/EMD to be submitted by the Bidder along with Tender Documents to DMRC
- f) **"Commencement Date"** means the date of commencement of License Agreement as defined in Tender Documents or LOA / Notice to proceed.
- g) **"License"** means the rights granted by DMRC to the successful Bidder for provision of Porter and Cloak Room Services at Metro Stations of Airport Express Line of DMRC network, under terms and conditions of the License Agreement.
- h) **"Licensee"** means the Selected Bidder, who has executed the License Agreement with DMRC in pursuant to the conclusion of the bidding process.
- i) **"License Period"** means a period starting from the date of handing over of Metro stations and/or as defined at **1.1.1(n)** of NIT.
- j) **"DMRC"** mean Delhi Metro Rail Corporation Limited, a joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.
- k) **"Interest Free Security Deposit / Performance Security"** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- l) **"Places available for Porter and Cloak Room Services"** means DMRC Metro Stations premises where these services are approved by DMRC, as given in **Annexure-1**.
- m) **"Successful Bidder"** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of the License.
- n) **"Similar Work"** for this contract shall be "upkeeping and managing luggage in cloak room or porter service" at Airport/ Railways/ Metro Stations/ Bus Terminal/Bus Stand/ Commercial Malls, Govt. organization (Central/State Govt.), any Metro Rail Organisation, Private Ltd. firm, Multiplexes, Multispecialty Hospitals"

or "Managing services involving provision of, uniformed Skilled/Semi-Skilled/Un-Skilled manpower at Metro Rail / Railway ".

DISCLAIMER

1. This tender document for **"Licensing of Porter and Cloak Room Services at Metro Stations of Airport Express Line of DMRC Network"**(refer Annexure-1 of ITT) contains brief information about the Porter And Cloak Room Services, eligibility requirements and the selection process for selecting the successful Tenderer. The purpose of the tender document is to provide tenderers with information to assist in the formulation of their bid application (the 'Bid').
2. This tender document does not purport to contain all the information that each Tenderer may require to prepare his bid. This tender document has been prepared with a view to provide the relevant information about the Porter and Cloak Room Services available at various metro stations. DMRC advises each bidder to conduct its own site visit, investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this tender document and to obtain independent advice from appropriate sources. DMRC, its officials and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy, reliability or completeness of the information provided in this tender document.
3. Intimation of discrepancies in the tender document, if any, may be given before the pre-bid meeting, by the tenderers, to the DMRC. If DMRC receives no written communication, it shall be deemed that the tenderers are satisfied with the information provided in the tender document.
4. This tender document is neither an agreement nor an offer or invitation by DMRC to anytenderer / party.
5. DMRC reserves the right to accept or reject any or all bids without assigning any reasons, thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this tender document.

PREAMBLE

- 1.1 The National Capital Region (NCR) includes the Indian Capital New Delhi along with its satellite towns and is the most populous urban agglomeration in India. Delhi/New Delhi with a total population nearing 3.29Crore residents is the 2nd most populous city in the world and is the 3rd largest urban agglomeration in the world. Delhi Metro Rail Corporation Limited (DMRC) was incorporated on 03-05-1995 under the Companies Act, **1956**. DMRC undertook the construction activities of a world class MRTS to provide a technology driven world class MRTS for Delhi and the neighboring satellite towns, the first section of Phase-I of DMRC was made operational on 25-12-2002. DMRC has since completed the construction of Phase-I, Phase-II & Phase-III of the Delhi Metro System and Phase-IV is fast nearing completion. The network comprising of 288 stations and a network of around 393 Kms (including NOIDA-Greater NOIDA Aqua Line, Rapid Metro Gurugram) and has already put them under operation, DMRC network comprises of Twelve operational lines (including NOIDA-Greater NOIDA Aqua Line, Rapid Metro Gurugram), along with the Airport Express Line with a ridership around **29.26** Lakhs commuters per day.
- 1.2 DMRC invites bid from suitable participants who may be sole proprietorship firm, a partnership firm or a company having registered office in India or a combination of above in the form of Joint Venture (JV) or consortium, for selection of Licensee for grant of Porter and Cloak Room Services at metro stations of Airport Express line of DMRC network as mentioned in detail in **Annexure-1 of ITT** of this Tender. DMRC shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the DMRC premises at the stations / site and familiarise themselves with the proposed space and all activities necessary in this regard.
- 1.3 DMRC has adopted a single-stage two packet Bidding Process through Open E-Tender for selection of a suitable **highest bidder** to grant 'Porter and Cloak Room Services' at metro stations of Airport Express line of DMRC network, as detailed in **Annexure-1 of ITT**.
- 1.4 Tender Documents (non-transferable) can be downloaded from the web site <https://eprocure.gov.in/eprocure/app>. Cost of Tender Document (Non-refundable) is Rupees Five Thousand Nine Hundred only **₹5,900/- (including 18% GST)**. Tender Document cost shall be submitted in the form of NEFT, RTGS or IMPS only in favour of "Delhi Metro Rail Corporation Ltd." The bidders are required to upload scanned copies of transaction of payment of Tender Documents cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. **OOMisc-1533** which must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission.
- 1.5 Addendum/Corrigendum, if any, will be published on <https://eprocure.gov.in/eprocure/app>. Tender document can also be downloaded from the website <https://eprocure.gov.in/eprocure/app> and may be submitted along with the document cost at the time of submission of bids. The bidder will also be required to submit the cost of Tender Documents and EMD as per the time schedule specified below.

NOTICE INVITING TENDER (NIT)

1.1 GENERAL

DMRC invites Open tenders through e-tendering system in two packages(i.e. Technical and Financial bid) from eligible agencies who fulfil Qualification Criteria as stipulated in clause 1.2 of NIT for **Contract: OOMisc-1533: Licensing of Porter and Cloak Room Services at Metro Stations of Airport Express Line of DMRC Network.**

1.1.1 The key details are as follows: -

a.	Name of Work	Contract: OOMisc-1533: Licensing of Porter and Cloak Room Services at Metro Stations of Airport Express Line of DMRC Network.
b.	Annual estimated/ indicative contract value	₹ 26.45 Lakh (Exclusive of GST)
c.	Tender Amount* (Earnest Deposit)	<p>Security Money</p> <p>Amount of Tender Security:-₹1,14,018/-</p> <p>(Payment of tender security is to be made only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC for payment of Tender security is mentioned in clause 1.1.2(p) of NIT. The bidders shall be required to upload the scanned copies of transaction of payment of tender security/ EMD including e-receipt (clearly indicating UTR No. & Tender reference i.e. OOMisc-1533 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. For further details, clause C18.1.2 of ITT may be referred.</p> <p>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 member of JV/Consortium.</p> <p>If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</p>

d.	Cost of Tender Document* (Non-Refundable)	Rs.5,900/- (inclusive of 18% GST) Non-Refundable (Payment of cost of tender document / tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC for payment of cost of tender document is mentioned in clause 1.1.2(p) of NIT. The bidders will be required to upload the scanned copies of transaction of payment of tender document cost/ tender fee including e-receipt (clearly indicating UTR No. & Tender reference i.e. OOMisc-1533 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission.
e.	Tender Document available for sale on website	From 16.01.2024 to 06.02.2024 (upto 14:00 hrs) on e-tendering website https://eprocure.gov.in/eprocure/app Tender document can only be obtained after registration of tenderer on the website https://eprocure.gov.in/eprocure/app .
f.	Last date of Seeking Clarification	22.01.2024 (upto 17:00 Hrs) (<i>Queries shall be submitted online through e-tendering portal against the respective tender</i>)
g.	Pre-bid Meeting	23.01.2024 at 15:00 Hrs The pre bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex, Microsoft Teams etc. All Prospective bidder shall provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least 24 hours before the meeting (latest by 11.30Hrs on 22.01.2024) to the registered email of DMRC i.e. cetenderonm@dmrc.org , so that link having details such as software, meeting ID, password etc. can be mailed to these person preferably 12 hours before the scheduled pre-bid meeting.
h.	Last date of issuing amendment, if any	29.01.2024
i.(i)	Tender submission Start Date and Time(Online)	01.02.2024 (from 09:00 Hrs)
i.(ii)	Tender submission end Date and Time (Online)	06.02.2024 (Upto14:00 Hrs)
j.	Date & Time of opening of Tender (Online)	07.02.2024 at 14:30 Hrs.
k.	Date & Time of opening of Financial Bids (Online)	Will be informed later on after the evaluation of Technical bids (Only to the bidders who will successfully qualify the Technical Evaluation)

l.	Validity of Tender	120 days from the last date of submission of tender			
m.	Stipulated date of Commencement of work	Within seven days from the date of issue of “Letter of Acceptance” or as per the instructions of Engineer.			
n.	License Period	04 (Four) years (may be extended up to 06 (six) months , after performance review).			
o.	Authority and place for submission of tender cost, tender security (EMD), required documents (if any) and seeking clarifications on tender documents	CE/Tender/O&M Delhi Metro Rail Corporation Ltd., 5th Floor, C-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001			
p.	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

- * Tender Document Cost and Tender Security is exempted for tenderers **[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 Directorate of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category i.e. "Manpower/Porter", and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of Tender Document Cost and Tender Security if: -

- either they are not registered for "Manpower/Porter" category or
- they do not have valid registration as on the date of tender submission.

The Tenderers seeking exemption from "Tender Document 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. "Manpower/Porter" and terminal validity of registration.

In the absence of any of the above requirements, no exemption for "Tender Document Cost and Tender Security" will be allowed and Tenderer's 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 tenderer is a JV/Consortium, then registration of tenderer with the bodies mentioned above must be in the name of JV/Consortium.
2. In case the tenderer who has been exempted Tender Document Cost/Tender Security being Micro & Small Enterprise, and;
 - (i) withdraws his Tender during the period of Tender validity; or

- (ii) becomes the successful tenderer, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
- (iii) refuses or neglects to execute the Contract/License Agreement; or
- (iv) fails to furnish the required Performance Security/ any other amount mentioned in LOA within the specified time,

then the tenderer 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 tenderer may be permitted to participate in the tender process only on submission of required Tender Document Cost/ Tender Security. Further, the Employer may advise the concerned authority (responsible for issuing the exemption certificate) to take suitable actions against the Tenderer such as cancellation of enlistment certificate etc.

1.2 QUALIFICATION CRITERIA

1.2.1 Eligible Applicant

- i) The tenders for this Work will be considered only from those tenderers {proprietorship firms, partnership firms, companies incorporated under the Companies Act 1956/2013 & having their Registered office in India or a combination of these in the form of a Consortium or Joint Venture (JV/Consortium hereinafter)} who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2.2 of NIT. In the case of a JV/Consortium, all members of the JV/Consortium shall be jointly and severally liable for the performance of the entire Contract/License Agreement.
- ii) a) A non-Indian tenderer (not restricted as defined in clause 1.2.1 ix) below is permitted to tender only in a Joint Venture or Consortium with Indian Contractor(s) or their wholly owned Indian subsidiary registered in India under the Companies Act, 1956/2013 with minimum 74% participation. The Indian Contractor/ Indian Subsidiary shall be lead member of JV/Consortium.
- ii) b) A tenderer shall submit only one bid for this tender, either individually or as a partner of a JV/Consortium. A tenderer who submits or participates in more than one bid for this tender, will cause disqualification of all of the bids of that tenderer for the tender. No tenderer can be a sub-contractor while submitting a bid individually or as a partner of a JV/Consortium in the same tender process. A tenderer, if acting in the capacity as sub-contractor in any bid, may participate in more than one bid, but only in that capacity.
- iii) The payment of the tender document cost is acceptable from any account. Tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.
- iv) Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest affecting the bidding process with one or more parties in the bidding process, if
 - a. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project;
 - b. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub-paragraph a. above or
 - c. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.
 - d. Constituent of one tenderer is also a constituent of another tenderer.
- v) a. DMRC/ any other Metro Organization (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce applicable for all Ministries, must not have banned business with the tenderer (including any member in case of JV/Consortium) as on the date of finalization of this tender. The tenderer should submit undertaking to this effect in **Appendix-6** of Form of Tender.
- v) b. Also no contract of the tenderer, executed either individually or in a JV/Consortium, should have been rescinded / terminated by DMRC/ any other Metro Organisation

- (100% owned by Govt.) after award during last 03 years upto the last day of tender submission and till the date of finalisation of this tender due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-6** of Form of Tender.
- v) c. Deleted.
 - v) d. If the tenderer or any of the constituent substantial member(s) of JV/Consortium does not meet the criteria stated in the **Appendix-6** of Form of Tender, the tenderer including the constituent substantial member(s) of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.2.1 of NIT.
 - v) e. The tenderer (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the tenderer's net worth (each individual member separately in case of JV/Consortium). The tenderer (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer (each individual member separately in case of JV/Consortium) shall providedetailed information of all such pending litigations in the prescribed Performa given in **Appendix-23** of Form of Tender. The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by theemployer/client against the tenderer. The amount of disputes shall also comprise of entire claim amount and also entire counter-claim amount in such arbitration/court cases.
 - v) f. Tenderer / SPV (either as single entity or as a member of JV/Consortium or SPV of JV/ Consortium/single entity) having any existing lease / license agreement of DMRC property(ies) will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee / licensee:
 - i) has any dues pending for more than 90 days.
 - ii) has any case wherein any licensed / leased space / premises have not yet been vacated after completion of the tenure of the lease including grace period (if any provided) or after premature termination / surrender of lease.
 - iii) has any case wherein the possession of any licensed / leased space / premises has not yet been taken over by them due to reasons attributable to them.
 - iv) has an un-resolved case of non-vacation of encroached area including encroachment of common areas / circulating area or any other space which has not been licensed to them even after a notice has been issued to vacate.
 - v) has not opened the Escrow account for the license / lease agreement(s) of DMRC in which there is a provision of opening of Escrow account.
 - vi) has not ensured that sub-Lessees are making all the payments whatsoever through escrow account and does not remit all DMRC dues through said Escrow account, if Escrow Account is opened.

In case the tenderer is DMRC's existing lessee/ licensee/ concessionaire for some other space licensed/ leased/ concessioned out by DMRC, the tenderer is required to submit the details by duly filling up Annexures14A & 14B of Form of Tender. In case the tenderer is not an existing lessee/ licensee/ concessionaire of DMRC, the fact shall be clearly stated in the said Annexures.
 - v) g. Tenderer (including any member in case of JV/consortium) for the work awarded by DMRC / any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any similar works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in the **Appendix-6** of Form of Tender.
 - vi) If there is any misrepresentation of facts with regards to undertaking submitted vide **Appendix-6 of FOT** or information submitted in **Appendix-23 of FOT**, the same will be considered as "fraudulent practice" *which means concealment or misrepresentation of facts in order to influence a procurement process or during the execution of a Contract and/or after the execution of the Contract, which may or may not be to the detriment of the Employer and includes collusive practice among Bidders (prior to*

or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Employer of the benefits of free and open competition and further includes concealment or misrepresentation of facts leading to breach of any of the Contract condition during execution of the Contract which may or may not be to the detriment of the Employer. The tender submission of such tenderers will be rejected besides taking further action as follows:

a) If it is found that the Bidder/Contractor has indulged in corrupt/fraudulent/collusive/coercive practices, actions such as rejection of bid/forfeiture of Tender Security or rescission/termination of Contract/forfeiture of Performance Security etc. shall be taken as per Suspension/Banning Policy of DMRC.

b) The Employer shall be entitled to terminate the Contract if the Contractor or anyone of its constituents,

1. fails to comply with a notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.
2. abandons or repudiates the Contract
3. without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
4. Sub-contracts the whole of the Works or assigns the Contract without approval of the Employer
5. becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
6. persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
7. fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
8. fails to remove materials from the Site, or pull down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
9. fails to take steps to employ competent and/or additional staff and labour, or
10. fails to afford the Engineer or his Representative proper facilities for inspecting the Works or any part thereof, or
11. indulges in corrupt or fraudulent practices as explained above.

vii) Deleted

viii) **LEAD PARTNER/NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM**

- a. For evaluation purposes of the JV/Consortium, each members contribution towards the turnover shall be considered in the same ratio of their equally participation in the JV/Consortium.
- b. Lead member of JV/Consortium must have a minimum of 51% participation in the JV/Consortium which shall be maintained during the full tenure of JV/Consortium. However, the lead partner in case of JV/Consortium shall be one who has experience of similar work as defined in clause 1.2.2(a) of NIT.
- c. In case of JV/consortium with non-Indian firm, Indian Contractor/ Indian Subsidiary to be lead member of JV/Consortium.
- d. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. Minimum participation of any member in JV/Consortium shall not be less than 15%.
- e. In case of JV/Consortium, change in constitution or percentage participation in JV/Consortium shall not be permitted at any stage after their submission of tender otherwise it shall be treated as a material breach of contract and licensee's event

of default entitling DMRC to terminate the contract & forfeit the Interest Free Security Deposit.

- f. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV/Consortium agreement/ MOU submitted vide foot note (d) of Appendix-5 of FOT, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV/Consortium agreement/MOU at tender stage, will be treated, as 'breach of contract condition'.

ix) Restriction of Tenderers from Countries sharing Land Borders with India

Any tenderer from a country which shares a land border with India will be eligible to bid as a member of a JV / Consortium as defined at clause 1.2.1 of NIT, in any tender whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the tenderer is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to tenderers from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

The successful tenderer shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause

"Tenderer" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of tenderers stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tenderer from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

"Beneficial owner" will be as under: -

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

- a. **"Controlling ownership interest"** means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

- b. **"Control"** shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

- x) The tenderer shall be required to submit with his tender the copies of registration with appropriate authorities i.e. EPF, ESI, Income Tax (PAN Card) and copy of GST registration in the concerned state i.e. Delhi/UP/Haryana **or** shall submit an undertaking that they will get registered with appropriate GST authorities as per relevant Act/Statute in case of award of LOA to them.

"In case of non-compliance of aforesaid requirements, the tender is liable to be summarily rejected".

1.2.2 Minimum Eligibility Criteria

- (a) **Work Experience:** Tenderers will be qualified only if they have successfully completed similar work(s) (directly allotted by the Licensor) during last 5 years ending last day of the month previous to the month of tender submission, with experience of at least one of the following:-

- (i) At least one "similar work" ** of value of **₹21.16 Lakh***

OR

- (ii) Two "similar works" ** each of value of **₹13.23 Lakh***

OR

- (iii) Three "similar works" ** each of value of **₹10.58 Lakh***

****The "Similar works" for this contract shall be "upkeeping and managing luggage in cloak room or porter service" at Airport/ Railways/ Metro Stations/ Bus Terminal/ Bus Stand/ Commercial Malls, Govt. organization (Central/State Govt.), any Metro Rail Organisation, Private Ltd. firm, Multiplexes, Multispecialty Hospitals" or "Managing services involving provision of, uniformed Skilled/Semi-Skilled/Un-Skilled manpower at Metro Rail / Railway".**

The Value of 'Similar Works' would be the actual amount* paid by the bidder to the client in terms of License Fees during the entire currency of the contract/ license period or successfully completed portion of the contract/ license period.

***exclusive of GST/TCS**

- The tenderer shall upload details of work executed by them in the prescribed format as per **Appendix-15 of Form of Tender** for the works to be considered for qualification of work experience criteria. Documentary proof such as work experience certificates /completion certificates from the client clearly indicating the nature/scope of work, LOA, actual start and completion date and actual cost of work should be uploaded. In case of work done for any private entity, the work experience certificate / completion certificate will be considered if issued only by duly incorporated entities under the Companies Act 1956/2013, duly supported by copies of TDS Certificates issued by such entity or referring to Form 26AS of the tenderer. The offers submitted without this documentary proof shall not be evaluated.
- Value of successfully completed portion of any ongoing work up to the last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria.
- Only work experience certificate / work completion certificate having stamp of Name and Designation of officer along with the name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 01.07.2019, same shall be considered for evaluation even if it is not stamped.
- In case of JV/Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of Successful tenderer shall be sent for verification & certification to the concerned clients(s). In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with tender conditions and "Suspension/Banning Policy, August 2019" of DMRC shall be taken. The copy of "Suspension/Banning Policy, August 2019" of DMRC can be downloaded from tender section of DMRC website i.e. www.delhimetrorail.com.

1.2.2 (b)Financial Standing: Tenderers will be qualified only if they have minimum financial capabilities as below:-

Annual Turnover: Tenderers shall have a minimum annual average turnover of **₹21.16 Lakh** during the last 3 (three) audited financial statements/years [i.e., **2020-2021, 2021-2022 and 2022-2023**] certified by the Statuary Auditor with his stamp, signature membership number & Unique Documents Identification Number (UDIN). Herein annual Turnover shall mean turnover from all sectors(s) of business(es) of tenderer. The tenderer shall upload audited financial statements including profit-loss account of above mentioned last three financial years. **In case audited balance sheet of the last financial year is not made available by the tenderer, they have to submit an affidavit alongwith certificate from the Statuary Auditor certifyingthat 'The balance sheet for FY 2022-23 has actually not been audited so far'.** In such a case the financial data audited of financial year **FY2019-20** may be submitted, which will be taken into consideration for evaluation. If audited balance sheets of last three Financial Years (other than the last financial year) are not submitted, the bid shall be considered as non-responsive and shall not be evaluated. In case of a Bid by a JV/Consortium of firms, following shall be abided by their members: -

For the purpose of evaluation of the consortium, each member's contribution towards the Turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a

condition, 70% of A's total turnover and 30% of B's total turnover will be taken into consideration for evaluation of eligibility of the JV).

- 1.2.2 (c) Insolvency:** Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/insolvency during the last 5 years ending last day of the month previous to the month of tender submission. The tenderer should submit undertaking to this effect in the **Appendix-6** of Form of Tender.

Note:-

The tender submitted by tenderers, who do not qualify the minimum eligibility criteria stipulated in the above clauses 1.2.2(a) to 1.2.2(c), shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in Clause 1.2.2 above shall not imply that his bid shall automatically be accepted. The same should contain all technical data required for consideration of tender as prescribed in the ITT.

1.3 Tender documents consist of the following: -

- a. Notice Inviting Tender
 - b. Instructions to Tenderers (including Annexures)
 - c. Form of Tender (including Appendices)
 - d. General Terms and Conditions
 - e. Employer's Requirements
 - f. Bill of Quantities/Pricing Documents
 - g. Addendum/Corrigendum, if any
- 1.3.1 Tenderers may obtain further information/ clarification, if any, in respect of the tender documents mentioned in above Clause 1.3(a) to (g) from the Office of CE/Tender(O&M), Delhi Metro Rail Corporation Ltd., 5th Floor, C-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.
- 1.3.2 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E4.4 of "Instructions to Tenderers" shall be considered as non-responsive and is liable to be rejected.
- 1.3.3 The intending tenderers must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.3.4 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **Class-II** or **Class-III** digital signatures. The tender document can only be downloaded from e-tendering portal using Class-II or Class-III digital signatures. However, the tenderer shall upload their tender on <https://eprocure.gov.in/eprocure/app> using Class-II or Class-III digital signature of the authorized signatory only.
- 1.3.5 Tender submissions shall be done online on <https://eprocure.gov.in/eprocure/app> after uploading the mandatory **scanned copies of transaction of payment of tender document cost and Tender Security (in the form of RTGS, NEFT and IMPS)** and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 1.3.6 Submission of Tenders shall be closed on e-tendering website <https://eprocure.gov.in/eprocure/app> by the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the tenderer to ensure that his tender is uploaded online on e-tendering website <https://eprocure.gov.in/eprocure/app> before the deadline of submission. DMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.3.7 Tenders 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 Tender and shall be accompanied with a Tender Security of the requisite amount, as per clause C17 of ITT.
- 1.3.8 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

- 1.3.9 Tenderers are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- 1.3.10 Letter of Acceptance to the successful tenderer shall be uploaded on procurement portal which can be downloaded by the successful tenderer.
- 1.3.11 For any corruption related complaint, tenderer may contact CVO, DMRC (email- cvodmrc@gmail.com, Ph.011-23418406). However, no tender related queries shall be enquired from CVO, DMRC. For any queries/clarification related to the tender, the tenderer may attend pre-bid meeting and/or upload their queries online within the date and time specified at Clause 1.1.1 g. and 1.1.1 f. of NIT respectively.
- 1.3.12 Bidders are expected to carry out extensive survey of Licensor premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Licensor shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 1.3.13 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

CE/Tender (O&M)
Delhi Metro Rail Corporation Limited

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. GENERAL

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

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

2. REGISTRATION

- 1) Tenderers are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- 3) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Class-II or Class-III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (eg. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Tenderer then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate Tenderers to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Tenderers may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords, etc. to search for a tender published on the CPP Portal.
- 2) Once the Tenderers have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Tenderers through SMS / e-mail in case there is any Addendum/ Corrigendum issued to the tender document.
- 3) The Tenderer should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

- 1) Tenderer should take into account any Addendum/ Corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Tenderer, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally these can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with

100 dpi with black and white option which helps in reducing size of the scanned document.

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

5. SUBMISSION OF BIDS

- a) Tenderer should log into the website well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) **Tender Document Cost: Tenderer has to select the instrument type & enter the details of transaction of payment of Tender Document Cost done by RTGS / NEFT / IMPS as applicable and upload scanned copy of transaction receipt as documentary proof for payment. For further details tenderer may refer Clause C18 of ITT.**
- d) **Tender Security / Earnest Money Deposit (EMD): Tenderer should submit the EMD/Tender Security as per the instructions specified in C18 of ITT in the tender document.**
- e) Tenderers are requested to note that they should necessarily submit their Financial Bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Tenderers. Tenderers are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer). No other cells should be changed. Once the details have been completed, the Tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Tenderer, the bid will be rejected.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Tenderers, opening of Bids, etc. The Tenderers should follow this time during bid submission.
- g) All the documents being uploaded by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- h) The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the Bid No. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- c) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:
Tel: 0120-4001002, 0120-4001005, 0120-6277787
E-Mail: cppp-nic[at]nic[dot]in