

INTRODUCTION

1. Objective

1.1 The objective of this contract DMRC/CFS-01/2024 is to have provision of Customer Facilitation Services at Metro Stations of Line-1, Line-2 (KG to HCC) & Line-6 and Associated Locations by uniformed & trained outsourced Contractor's staff for a defined period of time of four years with provision of extension by 06 months after performance review and fulfil all statutory requirements as stipulated in the contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Services.

2. SITE OF WORK

2.1 The above services may be mainly required in the following sections (As a whole or in part) of DMRC –

Line	Section / Stations
Line-1	Shaheed Sthal (New Bus Adda) to Rithala stations of Metro/Rail Corridor
Line-2	Kashmere Gate (1&2) to Millennium City Centre Gurugram stations of Metro/Rail Corridor
Line-6	Kashmere Gate (6) to Raja Nahar Singh (Ballabgarh) stations of Metro/Rail Corridor

2.2 The man day (deployment) is for nine hours shift (including one hour break for Lunch, Tea and Rest etc.). The requirement of Customer Facilitation Services Agent and Supervisor shall be fixed by DMRC from time to time depending on the requirement / traffic pattern at different stations / locations of DMRC.

3. Brief Scope

3.1 Contractor shall be required to execute the Customer Facilitation Services with its own suitable uniformed & trained staff with the specifications / stipulations mentioned in this document or as determined by Delhi Metro from time to time. The services may be required at the metro stations, associated locations, offices, premises, or any other locations as deemed fit by DMRC.

4. Detail of activities to be carried out:

4.1 Detailed executions of Customer Facilitation Service have been given in **“Employer’s Requirement”**

5. Deployment of Manpower & their qualification and experience Criteria:

- 5.1 The successful Tenderer shall deploy manpower as Supervisor (Semi- Skilled), Customer facilitation agents (Un-Skilled) for the said work. The quantum of outsourced contractor's manpower required (per day shift) is ~~attached as~~ provided in **Clause 2.4** of "Employer's Requirement"

6. LABOUR LAW & OBLIGATION OF CONTRACTOR

6.1 Compliance to Labour Law

- 6.1.1 The Contractor shall be responsible to comply with all the applicable Rules/ Regulations/ Guidelines i.e. Contract Labour (Regulation & Abolition) Act, 1970 with all its amendments, Minimum Wage Act, 1948 with all its amendments, Employee's State Insurance Act, 1948 with all its amendments, Employee's Provident Funds and Miscellaneous Provisions Act, 1952 with all its amendments, Payment of Bonus Act, 1965 and Bonus (Amendment) Act, 2015, etc.

- 6.1.2 Contractor shall provide the necessary documents as mentioned below while claiming the payment to fulfillment of statutory Compliance documents:

- a. Applicable insurance policy
- b. Contract specific EPF Challan
- c. ESI Challan
- d. Certificate for compliance of ESI
- e. Certificate for compliance of EPF
- f. Certificate for compliance of minimum wages
- g. Declaration regarding GST for deposit the same
- h. Proof of disbursement of wages to staff
- i. EPF ECR as proof of PF Payment to eligible employees
- j. ESI ECR as proof of ESI Payment to eligible employees

- 6.1.3 Valid Labour license issued from Ministry of Labour & employment, Govt. of India to be submitted.

6.2 Compliance to Statutory Provisions

- 6.2.1 Contractor shall comply all Statutory Provisions like ESI, EPF, Bonus, and Minimum Wages, etc. to its workmen as per applicable Acts/Rules/Amendments/Guidelines issued through Govt. Orders / Circulars, etc.

7. KEY DETAILS

a.	Name of the Work	DMRC/CFS-01/2024: Provision of Customer Facilitation Services at Metro Stations of Line-1, Line-2 (KG to HCC) & Line-6 and Associated Locations
b.	Approximate Cost of Work (Bid Estimated Value)	Rs. 51,33,91,079 [Exclusive of GST@18%]
c.	Bid Start Date / Time	14.08.2024
d.	Bid Duration (Number of Days)	30 days
e.	Bid End Date / Time	13.09.2024 upto 15:00 Hrs
f.	Date and time of submission of Bid online	Tender submission start date: 14.08.2024 Tender submission end date: 13.09.2024 upto 15:00 Hrs
g.	Date and Time of Opening of Bid (Technical Bid online)	13.09.2024 at 15:30 Hrs
h.	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
i.	Bid Offer Validity (From Bid End Date)	120 days
j.	Time to be allowed to the Seller for Technical clarifications during Technical Evaluation	07 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	Yes (Rs. 51,33,91,080)
m.	Is Pre-Bid Meeting Required	Yes, 23.08.2024 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 22.08.2024 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 atleast 12 hours before the scheduled virtual pre-bid meeting.
n.	Tender Security* (Earnest Money Deposit)	Amount of Tender Security:- Rs. 6,41,739.00 Validity of Tender Security: 24.02.2025

		<p>Bid Validity (120 days from bid end date) + 45 days</p> <p>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 13.09.2024 in the office of Sr. General Manager/Contracts at the address mentioned hereinafter.</p> <p>In case of RTGS/NEFT/IMPS transactions, bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (Clearly indicating UTR No. and Tender Reference no. DMRC/CFS-01/2024 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission.</p> <p>Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent members of JV/Consortium.</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>
o.	<p>Cost of Tender Documents* (Non-Refundable)</p>	<p>INR 23,600/- (inclusive of 18% GST) Non-Refundable. Payment of tender document cost / tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of DMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost / tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. DMRC/CFS-01/2024 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office</p>

Tender: DMRC/CFS-01/2024: Provision of Customer Facilitation Services at Metro Stations of Line-1, Line-2 (KG to HCC) & Line-6 and Associated Locations

		of Sr.GM/Contracts. Note: The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on GeM Portal. If the same transaction reference number has been submitted for more than one bid, then all such bids shall be considered ineligible and summarily rejected. (Copy of GST Registration No. to be provided along with Tender Document Cost/ Tender Fee)		
p.	Last date of Seeking Clarification	22.08.2024 upto 17:00 Hrs Bidders to note that seeking clarification on the tender shall be done by sending it either on registered official email id of DMRC i.e. gmcontracts@dmrc.org or on GeM Portal only. Seeking clarification by fax or post will not be considered. Queries/clarifications from bidders after due date shall not be acknowledged.		
q.	Last date of issuing amendment, if any	03.09.2024		
r.	Authority and place for submission of Tender Security (EMD), seeking clarifications on tender documents and pre bid meeting	Sr.GM/Contracts Delhi Metro Rail Corporation Ltd. 5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 Tel : 011-23415838 Email id: gmcontracts@dmrc.org		
s.	Stipulated date of commencement of work	Date given in Letter of Acceptance or Employer's Notice to Proceed.		
t.	Type of Tender	Two Bid System (Technical & Financial)		
u.	Security Deposit / Performance Security	As per Clause No.F5 of ITT		
v.	Validity of Performance Bank Guarantee / Security	As per Clause No F5 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 **“Manpower Services”/ Class Code No. 7830 or 8010 (in case of UDYAM Certificate)**, 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 **“Manpower Services”** category/ **NIC Class Code No. 7830 or 8010 (in case of UDYAM Certificate)**, **(in case of UDYAM Certificate)**.
- 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. **“Manpower Services”/ Class Code No. 7830 or 8010 (in case of UDYAM Certificate)**, 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.

As per General Terms and Conditions on GeM 4.0 (Version 1.16) dt 17.07.2024, Tender Security is also exempted for following categories of Sellers for appropriate category **“Manpower Services** and have valid registration certificate as on date of tender submission.

- i. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceed beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- ii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iii. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report/VAE confirmation to be validated by the Buyer).
- iv. Sellers/Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)

- v. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- vi. Central / State PSUs.

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 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 procurement process only on submission of required Tender Cost / Tender Security. Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate, etc.

8. Tender documents consist of the following:

- a. Introduction
- b. Pre-qualification criteria
- c. Instructions to Tenderers (including Annexures)
- d. Form of Tender (including Appendices)
- e. General Conditions of Contract (Nov-2019 with Correction Slip No.1 to 5 with Amendment)
- f. Special Conditions of Contract
- g. Employer's Requirement
- h. Service Level Agreement
- i. Bill of Quantities
- j. Payment Terms
- k. Penalties & Deductions
- l. Specifications
- m. Conditions of Contract on Safety, Health & Environment (S H E)
- n. Other documents / Addendum (if any)

9. GENERAL INSTRUCTION

- i) The Tenderers may obtain further information / clarification, if any, in respect of these tender documents from the office of Sr. GM/Contracts, Delhi Metro Rail Corporation Ltd., 5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.
- ii) All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in **Clause E4.4** of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- iii) The intending tenderers must be registered on GeM Portal. Those who are not registered on the GeM 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.
- iv) Deleted.
- v) Tender submissions shall be done online on **gem.gov.in** after uploading the mandatory scanned documents towards cost of tender documents and tender security i.e. scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS as stated in the tender document. Instructions for online bid submission are furnished hereinafter.
- vi) Submission of Tenders shall be closed on GeM Portal at the date & time of submission prescribed in Introduction after which no tender can be uploaded.
- vii) It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on GeM Portal before the deadline of submission. DMRC will not be responsible for non-receipt of tender documents due to any delay and / or loss etc.
- viii) Tenders/Bid Offers shall be valid initially for a period of **120 days** (due to restrictions on GeM Portal) (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 C18** of ITT.
- ix) 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.
- x) Tenderers are advised to keep in touch with GeM Portal for updates.
- xi) The Letter of Acceptance to the successful bidder shall be uploaded on GeM Portal which can be downloaded by the successful bidder.
- xii) All vigilance related complaints shall be lodged/ uploaded through the Vigilance Complaint Portal (VCP) whose web address is <https://vcp.delhimetrorail.com>. Complaints made on the VCP only shall be entertained. However, no tender related queries shall be enquired from CVO, DMRC.
- xiii) Tenderers are to carry out their self-assessment in respect of their capacity in terms of manpower and finance. He may indicate separate set of manpower in different tenders. Once a tender is accepted, resources required for its execution shall not be accepted for assessment of other tender. The tenderer is to consider positive variation in annual value to the extent of 50% (rounded to nearest higher Whole number) and should be able

to take up additional similar services at short notice at the accepted rate. Similarly the scope of work may also be reduced on account of poor performance and contractor shall have no right for any claims due to reduction in scope of work. Also, the deployment of manpower may be reduced or redeployed to other locations as per requirements of DMRC.

**Sr. General Manager/Contracts
Delhi Metro Rail Corporation Ltd.**

PRE-QUALIFICATION CRITERIA

1.1 Eligible Applicant

- i) The tenders for this contract will be considered only from those tenderers {Proprietorship Firms, Partnership Firms, Companies, Corporations, Consortia or Joint Ventures (JV hereinafter)} who meet requisite eligibility criteria prescribed in this document. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in the MOU/JV Agreement submitted by the bidder in terms of **Clause 1.1(vii)(d)**.

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) 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. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/Agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV, may be completed by other member(s) of JV in the following manner: -

- a) At their own, if they have adequate technical competence to the satisfaction of employer.
- b) By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works upto **50%** of total scope of work shall not apply.
- c) By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the defaulting member(s) & without any financial implication to the Employer. The new member(s) shall be jointly & severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance security of defaulting member.

In case of i(a) & i(b) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium.

Further, the performance of each of JV/Consortium member may also be specifically stated in the Work Experience Certificate/Performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes.

In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format **Appendix-6A** of Form of Tender.

- ii(a) A Non-Indian bidder (not restricted as defined in **Clause 1.1(xi)**) is permitted to tender only in a Joint Venture or Consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under the Companies Act-2013. In such JV/Consortium, Indian contractor or Indian subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation.
- ii(b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually or as a partner of a JV/consortium in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iii) 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 with one or more parties in this bidding process, if: -
 - (a) A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or 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.
- iv) The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on GeM 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.
- 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 tender submission. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
- v(b) Also no contract of the tenderer of the value more than **10%** of the Bid estimated value, executed either individually or in a JV/Consortium, should have been rescinded / terminated by DMRC / any other Metro Organization (100% owned by Govt.) after award during last **03 years** (from the last day of the previous month of tender submission) due to non-performance of the

tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.

- v(c) The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the ongoing “**Similar Work**” awarded by DMRC / any other Metro Organisation (100% owned by Govt.) of value more than **40%** of Bid estimated value and also for all the completed “**Similar Work**” awarded by DMRC / any other Metro Organisation (100% owned by Govt.) within **last one year**(from the last day of the previous month of tender submission), of value more than **40%** of Bid estimated value executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-19A** of the Form of Tender. The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance certificate from client / employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of **Note (b)** of **Appendix-19A** of Form of Tender. In case of performance certificate issued by the client, same should not be older than **three month** (from the last day of the previous month of tender submission) for the ongoing works. In case the tenderer does not have any work falling in above criteria, his performance will not be judged unsatisfactory.
- v(d) Tenderer (including any member in case of JV/consortium) for the works awarded by DMRC/ any other Metro Organisation (100% owned by Govt.) must have been neither penalised 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 Work**” of value more than **10%** of bid estimated value of work, during **last three years**. The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.
- v(e) Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last **5 years** (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the **Appendix-21** of Form of Tender.
- v(f) 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 per cent (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

on-going contracts. The tenderer (each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in **Appendix-34** 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 the client/employer against the tenderer. The amount of disputes shall also comprise of all the claim amount and also all counter-claim amount in such arbitration/court cases.

v(g) If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the **Appendix-19 or Appendix-19A or Appendix-20 or Appendix-21 or pending litigation criteria as per Clause 1.1.v(f)**, 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 qualification criteria.

vi) If there is any misrepresentation of facts with regards to undertaking submitted vide **Appendix-19** of Form of Tenderer or performance in any of the works reported in the **Appendix-19A** of Form of Tender or undertaking submitted vide **Appendix-20 or Appendix-21** of Form of Tender or information submitted in **Appendix-34** of Form of Tender, the same will be considered as "fraudulent practice" under Clause **4.33.1(a)(ii)** of GCC and the tender submission of **such tenderers will be rejected besides taking further action as per Clause 4.33.1(b),(c) & 13.2.1** of GCC.

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

(a) In case of JV/Consortium of (i) Indian Contractor or Indian subsidiary owned by non-Indian firm*, registered in India under Companies Act-2013 and (ii) non-Indian bidder*, Lead partner shall be Indian Contractor/Indian Subsidiary having minimum of 74% participation in the JV/Consortium.

In case of JV/Consortium of Indian Contractor(s)/Indian subsidiary(ies) owned by non-Indian firm(s)*, registered in India under Companies Act-2013, Lead partner shall be a substantial partner in the JV/Consortium i.e. having a minimum of 26% participation in the JV/Consortium. Each substantial partner i.e. having minimum 26% participation in JV/Consortium shall have experience of executing at least one "**similar work**" of minimum value of **Rs. 5.14 Crores or more** in last **07** years ending last day of the month previous to the month of tender submission.

*non-Indian firm(s)/bidder shall not be restricted as defined in **clause 1.1xi** below.

(b) Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and their

financial soundness shall not be considered for evaluation of JV/Consortium. A Joint Venture / Consortium to qualify, each of its non-substantial partners must have experience of executing at least one “**Similar Work**” of minimum value of **Rs. 2.57 Crores** in last **07** years ending last day of the month previous to the month of tender submission.

- (c) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
- (d) The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the roles & responsibilities for each substantial/non-substantial partner particularly with reference to financial, technical and other obligations in the JV Agreement/ MOU submitted vide foot **note (d)** of **Appendix-6** of Form of Tender and acceptable to the Employer, 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 Agreement/MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC **clause 4.33.1 [a(ii) and (iii)]** and acted accordingly.

Note:- The MOU may stipulate mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

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. 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 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.

The JV/Consortium members shall submit undertaking to this effect in **Appendix-6A** of Form of Tender.

- (e) The Employer in such cases, may in its sole discretion take action under **clause 4.33.1(b)** and/or under **clause 4.33.1(c)** of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in DMRC or take action to terminate the contract in part or whole under **Clause 13** of GCC as the situation may demand and recover the cost/damages as provided in contract.
- viii(a) Tenderer (including any member in case of JV/consortium) has not been put on defaulter's list of EPF/ESI/GST/Labour Deptt. etc. during the last **three years** (from the last day of the previous month of tender submission).The tenderer should submit undertaking to this effect in the **Appendix-27** of Form of Tender.
- viii(b) Tenderer (including any member in case of JV/consortium) should not be involved in any illegal activity and/or has not been charge sheeted for any criminal act during last **three years** (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the **Appendix-27** of Form of Tender.
- viii(c) Also no contract of the tenderer of the value more than **10%** of estimated bid value, executed either individually or in a JV/Consortium, should have been foreclosed or scope under that contract is reduced by DMRC after award during last **three years** (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-27** of Form of Tender.
- ix) Participation by Subsidiary Company / Parent Company with credential of other Company**
- a. Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as Substantial member) for such member(s).
- However, in such a case each substantial member of JV/Consortium has to substantiate the experience of executing at least one "similar work" as per the requirement of **clause 1.1(vii)(a)** in their individual capacity along with all other requisite conditions stipulated in the tender documents.
- b. Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).
- However, in such a case each substantial member of JV/Consortium has to substantiate the experience of executing at least one "similar

work" as per the requirement of **Clause 1.1(vii)(a)** in their individual capacity along with all other requisite conditions stipulated in the tender documents.

- x) Purchase Preference to Class-I Local Suppliers/Preference to Make in India:**
Only Class-I local supplier and Class-II local supplier are eligible to participate/bid in this tender.

a) Definitions:

- i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than **50%**, as defined under the **Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020** issued by Department for Promotion of Industry and Internal Trade (DPIIT).
Minimum local content for class-I local supplier shall be 50% for the subject tender.
- iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than **50%**, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv) 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- v) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be **20% of subject tender.**

b) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to

- matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
 - iv. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) Procedure for Purchase Preference to 'Class-I local supplier 'in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER**
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
 - iv. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
- d) Minimum Local content and Verification of local content:**
- i. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - ii. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.
 - iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
 - iv. Supplier/bidder shall give the details of the local content in a format attached as **Appendix-31 and Appendix-32 of FOT** duly filled to be uploaded along with the technical bid. In case, bidder do not upload **Appendix-31 and Appendix-32** of FOT duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local

supplier' and will not be eligible to participate for estimated value of purchases upto Rs.200 crores except Global tender enquiries in terms of **Clause 3(b)** of Order No.P-45021/2/2017-PP(BE-II) dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT)

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs.2 Lakhs or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakhs), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

xi Restriction of Bidders from Countries sharing Land Borders with India

Any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder 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 bidders 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 in the website of the Ministry of External Affairs.* The successful bidder 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:

"Bidder" (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 bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder 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 percent** 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 of 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 of 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.

Certificate of Compliance:

An undertaking shall be taken from bidders as per **Appendix-33** of FOT, certifying that the bidders fulfil all the requirements contained in the aforesaid clause.

- xii. **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), Service Tax and copy of GST registration in the state of Delhi, Uttar Pradesh & Haryana or shall submit an undertaking that he will get registered with appropriate GST authorities in the state of Delhi in case of award of LOA to them as per relevant act.**

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

1.2 Minimum Eligibility Criteria

A. Work Experience: The tenderers will be qualified only if they have **successfully completed or substantially completed similar works** during last seven years ending last day of the month previous to the month of tender submission as given below:

- (i) At least one “similar work*” of value of **INR 10.27 Crores** or more
OR
- (ii) Two “similar works*” each of value of **INR 6.42 Crores** or more
OR
- (iii) Three “similar works*” each of value of **INR 5.14 Crores** or more.

*The “Similar works” for this contract shall be **“Supply of Manpower for Works involving Customer Facilitation/ Watch & Ward/ Security/ Guarding”**.

- If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of JV and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed works (which need not be similar in nature) of total put together of value **INR 5.14 Crores** or more outside the country of the foreign partner.

Notes:

- a) Work experience of only substantial partner (partner with share of 26% or more in the JV / Consortium) shall be considered for evaluation of JV/Consortium.
- b) Substantial completion shall be **80% (value wise)** or more works completed under the contract based on original scope of work / revised scope of work, whichever is less.
- c) The tenderer shall submit details of works executed by them in the Performa prescribed in Appendix-17 & 17A of FOT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificate/substantial completion certificate from client clearly indicating the nature/scope of work, actual completion cost/value of actually executed works and actual date of completion (in case of completed works) for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, **in addition to above documents**, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for

all payments received and copy of final/last bill paid by client shall **also** be submitted.

Any certification or document required to be provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online.

d) In case of any composite work (work involving other than similar work also), value of successfully completed or substantially completed portion of similar work up to last day of the month previous to the month of tender submission shall be considered for qualification of work experience Criteria.

e) For completed works, value of work done shall be updated to last day of the month previous to the month of tender submission price level assuming **5%** inflation for Indian Rupees every year and **2%** for foreign currency portions per year. The exchange rate of foreign currency shall be applicable **28 days** before the submission date of tender.

f) In case of joint venture / 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.

g) If the above work(s) comprises of works other than "similar work" also, then client's certificate clearly indicating the amount of "similar work" shall be furnished by the tenderer.

h) Only work experience 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.

i) After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder shall be sent for verification & certification to the concerned client(s). In case,

(i) If any concealment or misrepresentation of facts have been found, appropriate action(s) in accordance with Tender Conditions and "Suspension/Banning Policy, August 2019" of DMRC shall be taken.

(ii) If credentials are not verified within reasonable time limit, it would be treated as resorting to fraudulent practice and appropriate

action in accordance with Tender Conditions and “Suspension/Banning Policy, August 2019” of DMRC, may 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”

- B Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below:-
- (i) T1-Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the last audited balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (as per performa given in **Appendix-23** of Form of Tender), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow **Rs. 1.84 Crore** for this contract, net of applicant's commitments for other contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India (or in case of foreign parties) from an International Bank of repute acceptable to DMRC as per standard performa given in FOT as **Appendix-23** of FOT and it should not more than **3 months** old as on date of submission of bids.

Banking reference should be on the letter head of the bank.

In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation = M and member-2 has percentage participation = N.

If minimum liquidity required is 'W' then liquidity of member-1 $\geq WM/100$ and liquidity of member-2 $\geq WN/100$

- ii) T2- Profitability:** Deleted
- iii) T3-Net Worth:** Net Worth of tenderer during last audited financial year should be \geq **Rs. 2.57 Crore.**

In case of JV- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has = N. Let the Net worth of Member-1 is 'A' and that of Member-2 is 'B', then the Net worth of JV will be = $(AM+BN)/100$.

- iv) **T4- Annual Turnover:** The average annual turnover of the tenderer during last five audited financial years (**2019-20, 2020-2021, 2021-2022, 2022-23 and 2023-24**) should not be less than **Rs. 10.27 Crore**.

The averages annual turnover of JV/Consortium will be based on percentage participation of each member.

Example: Let member-1 has percentage participation = M and member-2 has percentage participation = N, Let the averages annual turnover of member-1 is A and that of member-2 is B, then average annual turnover of JV/Consortium will be = $\frac{AM+BN}{100}$

Notes:

- Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-18** of FOT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number and firm registration number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit (**as per format provided in Appendix-18A to Form of Tender {FOT}**) certified by Chartered Accountant that "the balance sheet has actually not been audited so far". In such a case the financial data of previous 4 audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

However, the tenderer including all substantial members of JV/Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 5 to work out the average annual turnover. In case balance sheet of the last year has not been audited so far, then data shall be divided by 4 to work out the average annual turnover.

- Any certification or document required to be provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online.
- 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.

1.3 Bid Capacity Criteria: Deleted

The tender submission of Tenderers, who do not qualify the minimum eligibility criteria stipulated in the **clauses 1.2** above shall not be considered for further

evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub **clause 1.2** shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.