

TENDER DOCUMENT COST Rs.21,000/- (Rs.20,000/- + 5% DVAT)

# **CUSTOMER FACILITATION SERVICES TENDER**

**CONTRACT PACKAGE:**

**DMRC/CFS-01/2015**

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

**DISCLAIMER**

1. The Tender Document contains brief information on the selection process and describes the Scope of Work, Eligibility Criteria, Selection Procedure, Necessary Instructions, Terms and Conditions and other associated / related Document(s) / Annexure(s).
2. The Tender Document is uploaded on [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and the same may be downloaded and used for submission at [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) only, through e-tendering process. However, Tenderer is required to submit Bank Draft / Bankers Cheque of **Rs.21,000/-**, towards the cost of Tender Document, in addition to Earnest Money Deposit of **Rs.9,20,000/- (Rupees Nine Lacs Twenry Thousand Only)** in the form of Bank Draft/Bankers Cheque (as Tender Security) both in favour of DMRC Ltd. payable at New Delhi, at the following address: -

O/o the Executive Director/Operations  
Delhi Metro Rail Corporation Limited,  
B-Wing, 4<sup>th</sup> Floor, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi-110001.

upto **1500 hrs on 24.06.2015** only.

3. Tenderers are advised to remain vigilant and monitor the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for all updates on the Tender Document such as Addendum(s), Reply to Query, Postponement of any schedule etc. No claims or compensation will be entertained on account of the Tenderer having not read / noticed the updates. The NIT, Tender Document, GCC and other updates will also be made available on [www.delhimetrorail.com](http://www.delhimetrorail.com), for information only.

# **GENERAL GUIDELINES**

- 1.0 This Tender Document does not purport to contain all the information that each Tenderer may require. Tenderers are requested to conduct their own investigation / analysis and to check the accuracy, reliability & completeness of the information in this Tender Document before participating in the tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Tender Document is only to the best of the knowledge of DMRC Ltd.
  
- 2.0 Tenderers should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, should be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the Tenderer itself / authorized signatory of the Tenderer for which a valid Power of Attorney shall be enclosed. Scanned copy of all documents shall be submitted in English Language at e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).
  
- 3.0 Each Tenderer shall submit only one tender for each lot either by himself, or as a partner in a joint venture, or as a consortium. If a Tenderer submits, or if any one of the partners in a joint venture, or any one of the members of the consortium participates in more than one tender then all such tenders in which the Tenderer has participated will be considered invalid.
  
- 4.0 Tenderers should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned duly signed by the Tenderer / authorized signatory of the Tenderer and attested by the certified auditors wherever asked.
  
- 5.0 For any query from the Tenderer, DMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted if DMRC does not respond to any query or does not provide any clarification.
  
- 6.0 Tenderers may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Tenderers are reminded that no supplementary material will be entertained by DMRC and Technical Evaluation will be carried out only on the basis of submissions received by DMRC by the date / time of the tender submission. However DMRC may

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ask for any supplementary information, if required. Para 15.6 of INSTRUCTIONS TO TENDERERS may also be referred in this regard.

- 7.0 Technical Evaluation will help to assess whether the Tenderer possesses the earmarked technical / financial capabilities. Tenderers will not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure etc. DMRC reserves the right to approach previous clients of the Tenderers to verify / ascertain Tenderer's performance.
- 8.0 Tenderers are hereby cautioned that tender containing any deviation from Bill of Quantities (BOQ) shall be considered as non-responsive bid and is liable to be rejected. Para 12.1 of INSTRUCTIONS TO TENDERERS may also be referred in this regard.
- 9.0 Tenderers should note that DMRC will not discuss any aspect of the evaluation process. Tenderers will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC & that DMRC's decisions are without any right of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of DMRC.
- 10.0 Tenderers will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also DMRC may annul the award, forfeit EMD (if any held with DMRC) and Performance Security (if any available). Further the Tenderer may be blacklisted for participation in any future tender(s) of DMRC.
- 11.0 DMRC will display the name of the successful Tenderer on DMRC's website for information of all concerned.

Tenderers are requested to remain in touch with e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) & DMRC's Website [www.delhimetrorail.com](http://www.delhimetrorail.com) for any kind of latest Information, Addendum, etc.

# **INSTRUCTIONS TO TENDERERS**

## **1.0 Tender Document**

- 1.1 The Tender Document is to select contractors for provision of Customer Facilitation Services at metro stations of Delhi Metro Rail Corporation Ltd and associated locations. Necessary details of required services are there in the Scope of Work at 2.0 below.
- 1.2 The Tender Document duly encompasses the Scope of Work, Eligibility Criteria, Selection Procedure, Necessary Instructions, Terms and Conditions and other associated / related Document(s) / Annexure(s).

## **2.0 Scope of Work**

- 2.1 Contractor shall be required to execute the Customer Facilitation Services with its own suitable uniformed and trained manpower with the specifications as determined by DMRC. The services will be required at the metro stations, service buildings, other installations of DMRC and any other location, as deemed fit, of DMRC. Brief of the required services, working requirement and area of deployment is detailed as under: -

2.1.1 The following services will be required: -

- i) Customer Facilitation Services.
- ii) Watch & Ward Services (may be required)
- iii) Supervisors.

For i) and ii) above, the minimum height of uniformed & trained manpower shall be 5 feet 9 inches for male & 5 feet 2 inches for female. Training, other physical standards and other requirements shall be as in Delhi Private Security Agencies (Regulation) Rules, 2009.

2.1.2 a) The detailed services requirement for Customer Facilitation Services under the tender are: -

- i) Manning DMRC's Automatic Fare Collection (AFC) Gates for prevention of token loss and to guide/inform passengers regarding use of AFC Gates and penalties in case of violations.
- ii) Crowd management at Platforms, Lifts, Escalators, Circulating Area, etc.
- iii) Guidance to commuters regarding DMRC system, behavior & etiquettes.
- iv) Management of Parking Lots.
- v) Obtaining and recording different commuter services data.
- vi) Any other job as assigned by DMRC.

b) The detailed services requirement for Watch & Ward Services (may be required) under the tender are: -

- i) Watch & Ward at Ancillary buildings, installations, offices circulating area of stations etc.
- ii) Night patrolling and surveillance of metro system.

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- iii) Handover/transfer of documents/assets from/to various offices/stations of Delhi Metro.
  - iv) Any other job as assigned by DMRC.
- 2.1.3 The contractor shall provide Customer Facilitation Services to DMRC by deploying failsafe measures, providing early warning and mobilizing troubleshooting elements thereby ensuring: -
- a) Protection of DMRC's property, personnel & passengers against harm / theft / damage.
  - b) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in DMRC's premises, vandalism and throwing of garbage in DMRC's area, prevent littering and ensuring cleanliness.
  - c) Undertake fire fighting operations with available equipments and resources.
  - d) Regulate parking of vehicles in parking lots and around designated areas of DMRC.
- 2.1.4 The contractor may be asked to provide additional trained and uniformed manpower at 1 day's notice.
- 2.1.5 The period of contract shall be for a period of 3 (three) years and further the same may be extended for a period of 1 (one) year after reviewing the performance of the contractor.
- 2.1.6 The above services may be mainly required in the following sections (as a whole or in part) of Delhi Metro -
- a) Line-1 (Dilshad Garden to Rithala, Rail Corridor Section)
  - b) Line-2 (Jor Bagh to HUDA City Centre, Rail / Underground Corridor Section)
  - c) Line-3 (NOIDA City Centre to Dwaraka Sector-21 (Rail / Underground Corridor Section)
  - d) Line-4 (Laxmi Nagar to Vaishali, Rail Corridor Section)
  - e) Line-5 (Inderlok-5 to Mundaka, Satguru Ramsing Marg & Kirti Nagar-5, Rail Corridor Section)
  - f) Line-6 (Central Secretariat-6 to Badarpur, Underground / Rail Corridor Section)
- \* The services may be extended/required at any other section / location as determined by DMRC keeping in view provisions as mentioned in para 2.1.9 below.
- 2.1.7 The man day (deployment) is for eight hours shift. However, manpower deployment may be carried out in four hours shift as well based on Operational requirement. The requirement of Customer Facilitation Services Personnel, Watch & Ward Personnel (if required) (if required), and Supervisor shall be fixed by DMRC from time to time depending on the requirement / traffic pattern at different stations / locations of DMRC.
- 2.1.8 During the Three years contract period, the following services will be required/offered by DMRC for the DMRC/CFS-01/2015 contract: -

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- i) A total of 3,37,568 CFS Personnel Shifts of 4 hours each
- ii) A total of 6,576 Supervisory Shifts of 4 hours each

For the provision of Customer Facilitation Services approximately 157 personnel per 8 hours shift per day would be required. It may, however, be noted that actual utilization may change, based on DMRC's requirement.

2.1.9 The quantity of items shown in the Scope of Work/Commercial Bid is approximate and liable to vary during the actual execution of the services. The contractor shall be bound to carry out and complete the stipulated services irrespective of variation in individual items, at the same rate as specified in the Scope of Work / Commercial Bid, except compensating revision in rates on account of revision in Minimum Wages and revision on account of change in Service Tax structure. The variation in the quantities under the contract shall be limited to 25% of the total tendered quantities (4 hours shifts as mentioned at 2.1.8 above) for DMRC/CFS-01/2015. The variation can be implemented anywhere in the network of DMRC.

2.1.10 The personnel deployed under the services shall be required to ensure cleanliness in and around their workplace.

**3.0 Who can Apply**

- 3.1 Tenderer may apply themselves or in Partnership/Joint Venture/Consortium. Qualification Criteria is detailed in the clause 1.1.3 of Notice Inviting Tender (NIT).
- 3.2 Tenderer should possess valid License for Delhi region under the Private Security Agencies (Regulation) Act, 2005.
- 3.3 Tenderer, if being a company, should be registered with the Registrar of Companies, under the Indian Companies Act, 1956.
- 3.4 Tenderer should have a valid registration with EPFO, ESIC and Service Tax department.

**4.0 Tender Requirements**

4.1 For the purpose of selection of contractor, the tender document each for DMRC/CFS-01/2015 is divided into two parts viz. the Technical Bid and the Commercial Bid. The requirements for Technical Bid, alongwith as mentioned in clause 1.1.3 of NIT, are as under: -

- 4.1.1 The Tenderer shall submit/upload a signed and stamped, lead member in case of Consortium, copy of the Tender Document (including General Conditions of Contract) and all other associated / required documents duly numbered, signed and stamped. This is in addition to the Tender Document Cost (if applicable) and Tender Security (EMD).
- 4.1.2 Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the Tenderer.

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- 4.1.3 Valid Licenses for Delhi region under the Private Security Agencies (Regulation) Act, 2005. Copy of the same shall be submitted/uploaded.
- 4.1.4 The Tenderer shall be required to submit/upload signed & stamped copy of valid registrations with the following: -
- i) Registrar of Companies (in case Tenderer being a company)
  - ii) Employees Provident Fund Organization (along with copy of latest challan and corresponding ECR)
  - iii) Employee State Insurance Corporation (along with copy of latest challan)
  - iv) Service Tax Department (along with copy of latest challan)
- In case of a consortium, the above documents shall be mandatorily submitted/uploaded by lead member.
- 4.1.5 Tenderer is required to submit/upload 'The Initial Filter Criteria' on the letter head of its company (each member in case of consortium) along with Annexure 'A' as per the terms and details hereunder: -
- i) Tenderer shall be required to fill the details as asked in the Initial Filter Criteria along with Annexure 'A' on non-judicial stamp paper of Rs.100/- .
  - ii) Tenderer has to first qualify the Initial Filter Criteria in order to be eligible for evaluation of their Technical Bid.
- 4.1.6 Each Tenderer (each member in the case of a consortium) shall be required to confirm and declare with the tender submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. The format is given in Annexure-1 of this Tender Document.
- 4.1.7 The Tenderer shall be required to submit/upload Self Attestation, as in Annexure-4 along with the Technical Bid.
- 4.1.8 The Tenderer shall be required to submit/upload the duly filled Check List for submission of Customer Facilitation Services tender as in Annexure-7 of this Tender Document.
- 4.1.9 The Tenderer should have minimum 5 years experience of Customer Facilitation or Watch & Ward or Security or Guarding or Ticketing or housekeeping Services or providing skilled / unskilled workers for any utility services in any Central Government / State Government / PSU's / DMRC / Private Limited Companies / Limited Companies / Educational Institutions. Tenderers should submit/upload relevant Experience / Work Completion Certificates as provided at Annexure-8 and its summary in Annexure-9 of this tender document to establish

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the 5 years experience. In case of a Consortium the evaluation will be carried out on cumulative basis but for distinctive periods.

- 4.1.10 Work Experience and Financial Standing should be as required in the clause 1.1.3 of NIT & Technical Bid.
- 4.2 Tenderers should note that the Commercial Bids, submitted for DMRC/CFS-01/2015, of only those Tenderers will be opened who satisfy the requirements mentioned above from 4.1.1 to 4.1.10.

**5.0 Tender Clarification Process : Query from Tenderers**

- 5.1 If the Tenderer for any reason, whatsoever, be in doubt about the meaning of anything contained in the Tender Document, he may seek clarifications in the form of query, in writing, from the O/o ED/Operations, as per schedule given in the Notice Inviting Tender. Reply to Query, if any given by DMRC, shall form part of the Tender Document.
- 5.2 Except for written clarifications (Reply to Query(s)) from the O/o ED/Operations, which is expressly stated to be an addendum to the tender document issued by DMRC, no written or verbal communication/presentation/explanation by any other employee of DMRC shall be taken to bind or fetter DMRC under the tender/contract.

**6.0 Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of his tender and DMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**7.0 Site Visit**

Any site information/schedule of works given in this tender document is for guidance only. Tenderers are advised to visit and examine the work site and its surroundings at his cost and obtain for himself on his own responsibility, all information that may be necessary for the preparation of the tender and entering into the Contract.

**8.0 Tender Security**

- 8.1 The Tenderer shall furnish, as tender security, an amount of Rs.9,20,000/- (Rupees Nine Lakhs Twenty Thousand Only) in the form of Bank Draft / Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd."
- 8.2 Tenders not accompanied by an acceptable tender security will be summarily rejected as non responsive.
- 8.3 The tender security of unsuccessful Tenderers will be discharged / returned by DMRC as promptly as possible, but not later than 30 days after the expiry of the period of tender validity.
- 8.4 The tender security may be forfeited: -
- 1) If Tenderer withdraw its tender during the period of tender validity.
  - 2) If Tenderer does not accept corrections in Rates quoted in the Commercial Bid.

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- 3) In case of a successful Tenderer fails to: -
- i) Furnish the necessary Performance Guarantee within the prescribed time limit.
  - ii) Commence the work as per terms & conditions of the Tender/DMRC instructions given in the Letter of Acceptance.
  - iii) Enter into the Contract Agreement within the time limit.
- 8.5 No interest shall be payable by DMRC on the tender security.

**9.0 Language of Tender**

The tender prepared by the Tenderer and all correspondence and documents relating to the tender shall be in English language. Submitted documents will not be returned by DMRC to the Tenderer.

**10.0 Tender Prices**

- 10.1 The Contract shall be for the whole work, as described in Bill of Quantities/Letter of Acceptance. Corrections if any shall be made by crossing out, rewriting and initialing the correction. The Tenderer is required to quote his rates taking into account all the Terms & Conditions of the Tender.
- 10.2 The Tenderer shall quote his rates inclusive of all taxes (except service tax), duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the Tenderer, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, profit, etc.

**11.0 Tender Submission**

- 11.1 The intending tenderers must be registered on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. 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.
- 11.2 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **class-III** digital signature. The tender document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory at e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).
- 11.3 Tender submissions will be made online (Both Technical Bid & Commercial Bid) after uploading the mandatory scanned documents towards cost of tender documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated in the tender document. This Tender Document Cost & Tender Security, as

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- detailed above, must be submitted with DMRC in form of Demand Draft or Pay Order or Banker's Cheque as per scheduled date & time already as mentioned in Notice Inviting Tender.
- 11.4 Copy of all documents, as mentioned in this NIT and Tender Document, is required to be uploaded by the Tenderer and also needs to be manually signed by the Authorised Signatory before being scanned for uploading; this is in addition to the requirement of Class-III Digital signature Certificate for Authorised Signatory as mentioned above. PDF format should be preferred while scanning & uploading the documents. Tenderers shall note that the maximum file size that can be uploaded is 5 MB. All the uploaded files in tender submission should be named properly and arranged systematically.
- 11.5 Tenderers are hereby cautioned that tenders containing any material deviation or reservations, as described in Clause 8.0 of General Guidelines, shall be considered as non-responsive and is liable to be rejected.
- 11.6 Tenders may be submitted not later than 1500 hrs. on 24.06.2015 through e-tendering process only.
- 11.7 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 11.8 A Tenderer can participate in one tender only. If a Tenderer submits more than one tender, his tenders are liable to be rejected.
- 11.9 All Tenderers should note that they should retain the original copies of the tender documents uploaded while participating in tender as the successful Tenderer may require submitting all the original documents at later stage.

**12.0 Tender Opening**

- 12.1 Tender opening will be done at e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) by a nominated Opening Committee of DMRC. While opening the Tender, it will also be confirmed whether Tender Security and Tender Document cost, has already been submitted by the tenderer or not. The tender submitted by those tenderer who have not submitted the required Tender Security and Tender Document cost, as detailed above in clause 11.3, may not be considered for opening.
- 12.2 Firstly Technical Bids will be opened in the presence of bidders or their representatives who choose to attend on date & time as mentioned in tender document. It will again be checked if the required documents have been submitted/uploaded. If the submitted/uploaded documents do not meet the tender requirements then the Commercial Bid of the said bidder may not be considered for further processing.
- 12.3 The Commercial Bid will be opened on a subsequent date after evaluation of technical bids. Commercial Bid of all technically qualified bidders who qualifies the Technical Evaluation will be opened on the date and time intimated to all such bidders separately.

**13.0 Other Tender Guidelines**

- 13.1 DMRC reserves the right not to proceed with the tender process at any time without any notice, justification or liability.

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- 13.2 All tenders, documents and other information submitted by the Tenderers to DMRC shall become the property of DMRC. Tenderers shall treat all information furnished as strictly confidential and shall expressly state with their tender submission the information which they wish to be treated as CONFIDENTIAL AND PRIVATE i.e. which may not be divulged to any third party, including under RTI, subject to laws of the land / directives of the competent judicial or governmental authority. Such request shall be marked 'CONFIDENTIAL AND PRIVATE' on the relevant pages of the submitted document by the Tenderer.
- 13.3 The tender is not transferable under any circumstances.
- 13.4 Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Tenderer.
- 13.5 Tender in any form other than the prescribed format issued by DMRC will not be entertained and will be summarily rejected.
- 13.6 Tenders with revised / modified rates / offer after submission / opening of the tender will be summarily rejected. In such a case DMRC may forfeit the Earnest Money Deposit submitted with the tender.
- 13.7 DMRC reserves the right to accept or reject any or all tenders or any part of the tender without assigning any reason thereof, and the decision of DMRC in this respect shall be final.
- 13.8 DMRC may not consider Tenderers who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
- 13.9 Tenderers are advised to submit only one tender either by themselves, or as a partner in a joint venture, or as a consortium. If a Tenderer, or if any one of the partners in a joint venture, or any one of the members of the consortium participates, submits more than one tender, all the tenders in which the Tenderer has participated shall be considered invalid.

**14.0 Award of Tender**

- 14.1 DMRC will award the contract for DMRC/CFS-01/2015 to the Lowest Tenderer (L-1), whose tender has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the tender document.
- 14.2 In case, two or more technically qualified Tenderers quote the same amounts in the Commercial Bid, which is the Lowest (i.e. L-1), then the tender would be awarded to the Tenderer who has the highest / higher Average Annual Turnover for the last 5 financial years. In case audited balance sheet of the last financial year is not made available by the Tenderer, he has to submit an affidavit certifying 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 will be considered as non-responsive.

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- 14.3 Prior to the expiry of the period of tender validity, DMRC will notify the successful Tenderer of DMRC/CFS-01/2015 in writing, either through Letter of Intent (LOI) or Letter of Acceptance (LOA), that his tender has been accepted.
- 14.4 The Letter of Acceptance would be sent in duplicate to the successful Tenderer of DMRC/CFS-01/2015, who will return one copy to DMRC duly acknowledged, signed and stamped by the authorized signatory of the Tenderer, as an unconditional acceptance of the Letter of Acceptance, within three days from the date of issue of LOA. The date of commencement of services will be notified to the successful Tenderer in the LOA issued for DMRC/CFS-01/2015.
- 14.5 Letter of Acceptance of DMRC/CFS-01/2015 shall communicate the sum which the DMRC would pay to the Contractor during the contract period, to be paid on month to month basis and based on bills submitted by the Contractor as per procedure chalked out in the Terms & Conditions of the Contract, in consideration of the execution / completion of the works by the Contractor as prescribed in the Contract Agreement (hereinafter called 'the Contract Price').
- 14.6 No correspondence will be entertained by DMRC from the unsuccessful Tenderers.
- 14.7 Upon Letter of Acceptance being signed and returned by the successful Tenderer of DMRC/CFS-01/2015, DMRC will promptly notify the unsuccessful Tenderers and discharge / return their tender security.
- 14.8 Tender Security (EMD) of the successful tenderer shall be released only after receipt of Performance Security / execution of Contract Agreement as mentioned in paras 15.0 & 16.0 below.
- 14.9 The payments under the tender / contract will only be released after submission of requisite Performance Security, Insurance Policies and execution of Contract Agreement.

**15.0 Performance Security**

- 15.1 The successful Tenderer of DMRC/CFS-01/2015 shall furnish to DMRC a security in the form of Bank Guarantee for an amount, equivalent to 10% of the Contract Price, for 03 years, within 30 days from the date of issue of Letter of Acceptance. The validity of the Bank Guarantee shall be six month beyond the expiry of contract period. The Bank Guarantee shall be prepared as per the format of Bank Guarantee provided in this Tender Document with a scheduled Commercial Bank based in India and from a branch located in Delhi only. Further as and when contract value increases, even as a result of revision in Minimum Wages / Service Tax, the contractor shall be required to deposit additional BG(s) so as to ensure availability of BG @ 10% of contract value with DMRC at all times.
- 15.2 The Contractor has to submit Performance Security within 30 days of issue of Letter of Acceptance. If contractor fails to submit the Performance Security within the stipulated time, then a penalty equal to 0.25% of the amount of Performance Security per week or part thereof shall be imposed

on him for delays upto 60 days from the date of Performance Security becomes due to the time he submits the same. Any further delay would require Director's approval for condonation.

- 15.3 Failure of the successful Tenderer to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture of the Tender Security, in the event of which the DMRC may award the Tender to the next lowest evaluated Tenderer.

**16.0 Signing of Contract Agreement**

- 16.1 DMRC shall prepare the contract agreement of DMRC/CFS-01/2015, as in the performa given in this tender document, duly incorporating all the terms & conditions of the tender.
- 16.2 For the purpose of preparing of the contract agreement, the successful Tenderer of DMRC/CFS-01/2015 shall be required to deposit 2 Non Judicial Stamp Papers each of appropriate value, as intimated by DMRC.
- 16.3 Prior to signing of the Contract Agreement, the successful Tenderer of DMRC/CFS-01/2015 shall be required to submit the following: -
- a. Performance Security
  - b. Power of Attorney in favour of Authorized Signatory(s)
  - c. Consortium Agreement (duly signed & executed) duly incorporating the requirements as in NIT (Annexure-10).
- 16.4 The Contract Agreement shall require to be executed within 45 days from the date of issue of the Letter of Acceptance.

**17.0 Cancellation of Letter of Acceptance (LOA)**

After issuance of the Letter of Acceptance, in case, the successful Tenderer fails to commence the work, for whatsoever reasons, as per terms & conditions of Tender then the LOA shall be cancelled and the tender security will be forfeited in favour of DMRC.

**18.0 Corrupt & Fraudulent Practices**

DMRC requires that the Tenderers and / or their agents observe the highest standards of ethics during tendering and execution of this Contract. In pursuance with this policy, DMRC: -

- a. Defines, for the purpose of these provisions, the terms set forth below as follows: -
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Licensor or its employees, influence in the contract execution; and
  - (ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of DMRC, and includes collusive practice among Tenderers (prior to or after tender submission) designated to establish tender prices at artificial non-competitive levels and to deprive DMRC of the benefits of free and open competition.
  - (iii) Breach of any of the contract condition during execution.

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

- b. Will reject the tender or rescind the contract if DMRC determines that the Tenderer / Contractor or the employees deployed by the contractor for the performance of services are engaged in corrupt or fraudulent practices.
- c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract(s) if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d. The successful Tenderer/Contractor shall apprise DMRC, through CVO/DMRC, of any fraud/suspected fraud as soon as it comes to their notice.

# **CUSTOMER FACILITATION SERVICES DMRC/CFS-01/2015**

## **INITIAL FILTER CRITERIA**

**(TENDERER HAS TO FIRST QUALIFY  
THE INITIAL FILTER CRITERIA IN  
ORDER TO BE ELIGIBLE FOR  
EVALUATION OF THE TECHNICAL  
BID)**

## **INITIAL FILTER CRITERIA FOR DMRC/CFS-01/2015**

[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

Name of the Applicant: \_\_\_\_\_

S/N	Criteria	Yes	No
1.	Has the Tenderer abandoned any work in the last five years?		
2.	Has the Tenderer's contract with any organization ever been rescinded / terminated due to poor performance?		
3.	Has the Tenderer's Security Deposit for any contract has ever been forfeited by any Govt. / Semi Govt. / PSU / DMRC / Private Limited Companies / Limited Companies / Educational Institutions?		
4.	Has the Tenderer been involved in frequent litigations in the last five years?		
5.	Has the Tenderer suffered bankruptcy / insolvency in the last five years?		
6.	Has the Tenderer been debarred/blacklisted/banned business by/with any Govt. / Semi Govt. / PSU / DMRC / Private Limited Companies / Limited Companies / Educational Institutions during the last 5 years?		
7.	Has any misleading information been given in the Tender?		
8.	Is the Tenderer financially not sound to perform the work?		
9.	Is the Tenderer's Net Worth negative?		
10.**	Has the Tenderer failed to certify that no agent / middleman has been or will be engaged or that any agency or commission has been or will be paid?		
11.**	Do the documents submitted by the Tenderer reveal that agency commission has been or will be paid?		

**NOTE: -**

"YES" answer to any of the questions from 1 to 11 will disqualify the Tenderer. Tenderers would be required to give an undertaking on Rs.100/- Non-Judicial Stamp Paper, duly notarized, as given in Annexure-A below.

\*\* A blank proforma of the Certificate is available at Annexure-1 of DMRC/CFS-01/2015 of the Tender Document. The same should be completed and submitted along with the tender submission.

**[ON NON-JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED]**

**UNDERTAKING FOR INITIAL FILTER CRITERIA**

(Each member in case of Consortium)

**Sub: -Tender for Customer Facilitation Services [DMRC/CFS-01/2015]**

- 1.0 I, Mr./Ms. \_\_\_\_\_ (Authorized Signatory) on behalf of \_\_\_\_\_ (Company's Name) having its registered office at \_\_\_\_\_, hereby confirm, declare and undertake that the information given in the Initial filter Criteria is true and nothing has been concealed or misrepresented.
- 2.0 DMRC is free to verify the information given by the undersigned in the Initial Filter Criteria. If any submission by us is found false or misleading at a later stage, even after completion of the tender process, then DMRC may annul the award and forfeit our EMD (if any held with DMRC) & Performance Security (if any available with DMRC). Further, in such a case, we may be banned for future tenders of DMRC.

Signature of Authorized Signatory \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

Seal of the Authorized Signatory \_\_\_\_\_

# **TECHNICAL BID**

## **CONTRACT PACKAGE: DMRC/CFS-01/2015**

**DMRC/CFS-01/2015**  
**TECHNICAL REQUIREMENTS**

**1.0 Minimum Eligibility Criteria:**

**(A) Work Experience:** The tenderers will be qualified only if they have completed order(s) during last seven years ending 31.03.2015 as given below:

(i) At least one work of providing Customer Facilitation or Watch & Ward or Security or Guarding or Ticketing or housekeeping Services or providing skilled / unskilled workers for any Central Government / State Government / PSU's / DMRC / Private Limited Companies / Limited Companies / Educational Institutions of value of Rs.7.35 Crores (80% of NIT cost) or more.

OR

(ii) Two works of providing Customer Facilitation or Watch & Ward or Security or Guarding or Ticketing or housekeeping Services or providing skilled / unskilled workers for any Central Government / State Government / PSU's / DMRC / Private Limited Companies / Limited Companies / Educational Institutions each of value of Rs.4.60 Crores (50% of NIT cost) or more.

OR

(iii) Three orders of providing Customer Facilitation or Watch & Ward or Security or Guarding or Ticketing or housekeeping Services or providing skilled / unskilled workers for any Central Government / State Government / PSU's / DMRC / Private Limited Companies / Limited Companies / Educational Institutions each of value of Rs.3.68 Crores (40% of NIT cost) or more.

**Notes :**

- The Tenderer should have minimum 5 years experience of Customer Facilitation or Watch & Ward or Security or Guarding or Ticketing or housekeeping Services or providing skilled / unskilled workers for any utility services in any Central Government / State Government / PSU's / DMRC / Private Limited Companies / Limited Companies / Educational Institutions. The tenderer shall submit details of works executed by them in the Performa of **Annexure-8 of Tender Document** for the works to be considered for qualification of work experience criteria and its summary in Annexure-9. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion 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, 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.**
- Value of successfully completed portion of any ongoing work up to **31.03.2015** will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to **31.03.2015** price level assuming 5% inflation for Indian Rupees every year and 2% for

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

- 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.

**(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 balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **Rs.43.76 Lacs [Cost of work as per NIT/(Contract period in years \* 7)]** 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 provided in Tender Document as Annexure-6** and it should not be more than 3 months old as on date of submission of bids.

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  $\geq \frac{W M}{100}$

and liquidity of member-2  $\geq \frac{W N}{100}$ .

- (ii) T2 - Profitability: Profit before Tax should be Positive in at least 2 (two) year, out of the last five audited financial years.

In Case of JV: The profitability of only lead member shall be evaluated.

- (iii) T3 - Net Worth: Net Worth of tenderer during last audited financial year should be  $\geq$  Rs. 61.27 Lacs [Cost of work as per NIT/(Contract period in years \* 5)]

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

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
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Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be

$$= \frac{AM+BN}{100}$$

- (iv) T4 - Annual Turnover: The average annual turnover of last five financial years should be  $\geq$  Rs.2.41 Crores [80% of cost of work as per NIT/Contract period in years].

The average annual turnover of JV will be based on percentage participation of each member.

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

Notes :

- Financial data for latest last five audited financial years has to be submitted by the tenderer in Annexure-5 of Tender Document 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. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the 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 will be considered as non-responsive.
- 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.

- 2.0 The tender submission of tenderers, who do not qualify the Minimum Eligibility Criteria stipulated in the clause 1.0 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in clause 1.0 above 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.

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

Annexure-1

**[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]**

**Sub: -Tender for Customer Facilitation Services (DMRC/CFS-01/2015)**

I, Mr./Ms. \_\_\_\_\_ (Authorized Signatory) on behalf of \_\_\_\_\_ (Company's Name) having its registered office at \_\_\_\_\_, hereby confirm and declare that no agent, middleman or any intermediary has been, or will be engaged by me to provide any services, or any other item or work related to the award and performance of this contract. I further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid by me and that the tender price will not include any such amount.

(Signature) \_\_\_\_\_

Name of signatory \_\_\_\_\_

Capacity of signatory \_\_\_\_\_

\* Should be supported by authorized Power of Attorney in favour of authorized signatory along with their copy of Board Resolution.

**APPLICATION**

**[ON COMPANY'S LETTER HEAD (LEAD MEMBER IN CASE OF CONSORTIUM)]**

**Executive Director / Operations**  
Delhi Metro Rail Corporation Limited,  
Metro Bhawan, 4th floor, B-Wing,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi -110 001

**Sub: -Tender for Customer Facilitation Services (DMRC/CFS-01/2015)**

Dear Sir,

- 1.0 We, hereby, make an application for Customer Facilitation Services (DMRC/CFS-01/2015) Tender. In support of the application we submit herewith the required documents.
- 2.0 We understand that in the event of any information furnished by us found, even at a later date, to be incorrect or any material information having been suppressed, DMRC may take appropriate action as under: -
  - i) Our name may be removed from the list of shortlisted applicants at any time during the tender process or after the award of the contract.
  - ii) Any tender submitted by us on the basis of short-listing may not be considered.
  - iii) If any tender from us is accepted and a contract awarded to us on the basis of our short listing, the tender acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.
  - iv) Our details are provided in the attached Table-A:

(In the case of a joint venture/partnership/consortium add this paragraph)

- 3.0 This application is submitted on behalf of a Joint Venture / Partnership / Consortium, (applicant to delete as appropriate) details are mentioned in attached Table-A & B. Each member has prepared a statement of participation in relation to this application and these are contained in Annexure-3.

Yours faithfully,

Signature of Authorized Signatory \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

**GENERAL INFORMATION ABOUT THE TENDERER**

TABLE-A [TENDERER INFORMATION SHEET]		
Tenderer's Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication		
<b>Tenderer's authorized signatory (name, designation, address, contact no.)</b>		
Tenderer's authorized representative (name, designation, address, contact no.)		
<p><b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</b></p> <p>a) Affidavit in case of Proprietary firm.</p> <p>b) Partnership Deed in case of partnership firm.</p> <p>c) Memorandum &amp; Article of Association in case of a Public/Private limited company.</p> <p>d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</p> <p>e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.</p> <p><b>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with DMRC related to the tender.</b></p>		

Signature of Authorized Signatory \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

<b>TABLE-B [JV/CONSORTIUM MEMBER INFORMATION]</b>	
<b>MEMBER – 1</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
<b>MEMBER – 2</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
<b>MEMBER – 3</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	

Signature of Authorized Signatory \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

**APPLICATION**

**[ON COMPANY'S LETTER HEAD (EACH MEMBER OF CONSORTIUM)]**

**Executive Director / Operations**  
Delhi Metro Rail Corporation Limited,  
Metro Bhawan, 4th floor, B-Wing,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi -110 001

**Sub: -Tender for Customer Facilitation Services (DMRC/CFS-01/2015)**

Dear Sir,

- 1.0 We wish to confirm that our company/firm (delete as appropriate) has formed/intends (delete as appropriate) to form a consortium with \_\_\_\_\_ (member to insert names of all other members of the consortium) for the purpose associated with the Tender.
- 2.0 We understand that in the event of any information furnished by us found, even at a later date, to be incorrect or any material information having been suppressed, DMRC may take appropriate action as under: -
- i) Our name may be removed from the list of shortlisted applicants at any time during the tender process or after award of the contract.
  - ii) Any tender submitted by us on the basis of short-listing may not be considered.
  - iii) If any tender from us is accepted and a contract awarded to us on the basis of our short listing, the tender acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

[Member(s) who are not the Lead member of the Consortium should add the following paragraph]

- 3.0 The consortium is led by \_\_\_\_\_ (member to insert name of lead member) whom we hereby authorize to act on our behalf for the purposes of applying for this tender.

[Member who is the Lead member of the Consortium should add the following paragraph]

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

- 4.0 In this consortium we act as Lead member and for the purposes of applying for the Tender Customer Facilitation Services (DMRC/CFS-01/2015), represent the consortium.
- 5.0 In the event of our consortium is awarded the Contract we agree that we will be jointly (with other members of our consortium) and severally liable to Delhi Metro Rail Corporation Limited. (DMRC), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between DMRC and our consortium.
- 6.0 Equity shareholding of constituent members of the consortium is as under –

<b>S/ N</b>	<b>Consortium Member Name</b>	<b>Equity Stake (%) in the Consortium</b>	<b>Role of the Member in the Consortium (whether Lead Member/Member)</b>
1.			
2.			
3.			

Yours faithfully,

Signature of Authorized Signatory \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

# **SELF ATTESTATION**

**[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]**

**Sub: -Tender for Customer Facilitation Services (DMRC/CFS-01/2015)**

- 1.0 I / We, hereby, declare that I / We understand all the statutory provisions of labour laws and undertake to arrange and ensure the compliance of the following requirements: -
- i. In terms of Clause 6.6 as in Terms & Conditions of the Tender Document, payments to the contracted staff shall be made through ECS / Bank Transfer and further for new employees Cheque / Cash payments shall be done by us for the first month only with witnessing of cash payments by the authorized representative of DMRC.
  - ii. Valid PF no. & ESI no. shall be allotted / arranged to be allotted to all the personnel, engaged by us for the performance of services under the contract, immediately by me/us and necessary contributions of all the personnel shall be deposited by me/us with the concerned authorities.
  - iii. Applicable Service Tax as per the prevalent rate shall be deposited by me/us with the concerned authorities.
  - iv. I undertake that in case of terminated / resigned contractual employees, pro-rata payment of bonus, if applicable to category of employees, shall be done by me within 30 days time.

The above list is indicative and not exhaustive.

- 2.0 The rates quoted by me / us in the Commercial Bid are inclusive of the compliance of all statutory provisions.
- 3.0 I / We understand that in the event of any deviation on above accounts shall constitute violation in the terms and conditions of the contract and necessary penalty as per Clause 13.1) 10) of the Terms & Conditions of the Tender Document may be imposed on us.

Yours faithfully,

Signature of Authorized Signatory \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

**Annexure-5**

**Financial DATA**

**Applicant's legal name .....****Date .....**

**Group Member's legal name..... Page ..... of ..... Pages**

**Each Applicant or member of a JV must fill in this form**

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Liquidity [=2 - 4]					
9.	Return on Equity					
10	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2010, 2011, 2012, 2013 and 2014.
6. Return on Equity = Net Income / Shareholders Equity  
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference (Annexure-6) to establish that they have access to the required working capital.

**TENDER FOR CUSTOMER FACILITATION SERVICES**  
**DMRC/CFS-01/2015**

**Annexure-6 [As per clause 1.1.3.2 B (i) of NIT]**  
**SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY**

**BANK CERTIFICATE**

This is to certify that M/s ..... is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

\_\_\_Sd.\_\_\_\_  
Name of Bank:\_\_\_\_\_  
Senior Bank Manager\_\_\_\_\_  
I.D. No.:\_\_\_\_\_  
Address of the Bank\_\_\_\_\_

---

• **Change the text as follows for Joint Venture:**

*This is to certify that M/s ..... who has formed a JV with M/s ..... and M/s ..... for participating in this bid, is a reputed company with a good financial standing.*

*If the contract for the work, namely.....is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s ..... to meet their working capital requirements for executing the above contract.*

*[This should be given by the JV members in proportion to their financial participation]*

**CUSTOMER FACILITATION SERVICES TENDER**  
**DMRC/CFS-01/2015**

Annexure-7

**CHECK LIST FOR SUBMISSION**  
**CUSTOMER FACILITATION SERVICES (DMRC/CFS-01/2015)**

(to be included in Tender Index and front of the Technical Proposal)

Name of the Tenderer - \_\_\_\_\_

S/N	Item	Tender Stipulations (if any)	Submission / Compliance Requirement	Reference Page No. in the Technical Submittal
<b>1.0</b>	<b>Tender Document Cost Details, if applicable</b>			
1.1	Tender Document Cost in the form of BD/BC	Para No.2 of Disclaimer and Clause 11.3 of Instructions to Tenderers		
1.2	Name of Issuing Bank and Branch			
1.3	BD/BC No.			
1.4	BD/BC Date			
1.5	Value of BD/BC			
<b>2.0</b>	<b>Tender Security Details</b>			
2.1	Tender Security [EMD] in the form of BD/BC	Para No.2 of Disclaimer Clause 8.0 & 11.3 of Instructions to Tenderers		
2.2	Name of Issuing Bank and Branch			
2.3	BD/BC No.			
2.4	BD/BC Date			
2.5	Value of BD/BC			
<b>3.0</b>	<b>Eligibility and Qualification of Tenderer</b>			
3.1	Tender is from a Company	Clause 3.3 of Instructions to Tenderers & 1.1.3.1 ii (c) of Notice Inviting Tender		
3.1.1	Whether Power of Attorney with specimen signature has been submitted/uploaded	Clause 4.1.2 of Instructions to Tenderers		
3.2	Tender is from JV / Consortium	Annexure-3 & 10 of Tender Document		

(Authorized Signatory)

**CUSTOMER FACILITATION SERVICES TENDER**  
**DMRC/CFS-01/2015**

3.2.1	Whether Power of Attorney, duly notarized, from each member of JV/Consortium is submitted/uploaded	Clause 1.1.3.1 vii(c) of Notice Inviting Tender		
3.2.2	Board Resolution of each of the Consortium members authorizing execution of Consortium Agreement and appointing authorized signatory is submitted/uploaded	Annexure-10 of the Tender Document & as Mentioned in Annexure-1		
3.3	Memorandum of Agreement for JV/Consortium	Annexure-10 of Tender Document		
3.3.1	Who is the Leader of the Consortium	Clause 1.1.3.1 vii(c) of Notice Inviting Tender		
3.3.2	Details of percentage participation of individual members specified in the MoA	Clause 1.1.3.1 vii(c) of Notice Inviting Tender. [Annexure-3 of the Tender Document]		
3.4	Whether tenderer or any member of the JV/Consortium has submitted more than one Tender	Clause 1.1.3.1 ii(b) of Notice Inviting Tender		
3.5	Whether registration with RoC submitted/uploaded by Tenderer being a company / each member in case of JV/Consortium	Clause 4.1.4 of Instructions to Tenderers		
3.6	Whether registration with EPFO submitted/uploaded by Tenderer / lead member in case of JV/Consortium	Clause 4.1.4 of Instructions to Tenderers		
3.7	Whether registration with ESIC submitted/uploaded by Tenderer / lead member in case of JV/Consortium	Clause 4.1.4 of Instructions to Tenderers		
3.8	Whether registration with Service Tax department submitted/uploaded by Tenderer / lead member in case of JV/Consortium	Clause 4.1.4 of Instructions to Tenderers		
3.9	Whether 'Initial Filter Criteria' alongwith Annexure-A submitted/uploaded by Tenderer / each member in case of JV/Consortium	Clause 4.1.5 of Instructions to Tenderers		
3.10	Whether Annexure-1 submitted/uploaded by Tenderer / each member in case of JV/Consortium	Clause 4.1.6 of Instructions to Tenderers		
3.11	Whether Annexure-2 submitted/uploaded by Tenderer / Lead member in case of JV/Consortium			
3.12	Whether Annexure-3 submitted/uploaded by each member of JV/Consortium	Clause 1.1.3.1 vii(c) of Notice Inviting Tender		
3.13	Whether Annexure-4, Self Attestation, submitted/uploaded by Tenderer / each member in case of JV/Consortium	Clause 4.1.7 of Instructions to Tenderers		

(Authorized Signatory)

**CUSTOMER FACILITATION SERVICES TENDER**  
**DMRC/CFS-01/2015**

3.14	Whether Annexure-5 alongwith audited Balance Sheets of last five years submitted/uploaded	Note under clause 1.1.3.2 B (Notes) of Notice Inviting Tender		
3.15	Whether Annexure-6 submitted/uploaded	Clause 1.1.3.2 B(i) of Notice Inviting Tender		
<b>4.0</b>	<b>Technical Proposal</b>			
4.1	Whether Technical Bid is submitted/uploaded	Clause 11.3 of Instructions to Tenderers		
4.1.1	Whether Form of Tender enclosed			
4.1.2	Whether each page of Notice inviting Tender, Tender Document, General Conditions of Contract, Addendum (if any) and other submissions, is submitted/uploaded (duly numbered, signed & stamped, as a token of acceptance)	Clause 2.0 of the General Guidelines & 11.4 of Instructions to Tenderers		
5.0	Whether Tender Security (EMD) of Rs.9,20,000/- and Tender Document Cost of Rs.21,000/- is submitted in advance before tender opening as per the schedule mentioned	Clause 11.3 of the Instructions to Tenderers & as per Schedule Mentioned in Notice Inviting Tender		
6.0	Whether Commercial Bid is submitted/uploaded	Clause 11.3 of the Instructions to Tenderers		

I have checked the above list with our submittal. I am aware that if the Tender does not contain above documents, our tender is likely to be rejected by the Employer.

(Authorized Signatory)

# **FORM OF TENDER**

**(To be submitted on Company's/Firm's Letter Head)**

Dated: \_\_\_\_\_

**Executive Director / Operations**  
Delhi Metro Rail Corporation Limited,  
Metro Bhawan, 4th floor, B-Wing,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi –110 001

**Sub: - CUSTOMER FACILITATION SERVICES TENDER (DMRC/CFS-01/2015)**

Sir,

1. Having visited the DMRC's system/section, examined the Terms and Conditions of contract as well as Instructions to Tenderers including Annexures, Commercial Bid, and addenda thereto (if any) issued by the DMRC for Customer Facilitation Services at various stations/installations of DMRC, we hereby (jointly and severally)\* offer to execute the works in conformity with the document for the sum stated in the Commercial Bid as completed by us.
2. We undertake (jointly and severally)\* to execute the whole of the works as per the conditions.
3. We undertake (jointly and severally)\*: -
  - (a) to keep this tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice Inviting Tender hereto (withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)\*, and
  - (b) If this Tender is accepted, to provide Performance Guarantee, as security for the due performance of the Contract.
4. We submit with this Tender a Tender Guarantee of required value in respect of our obligations under this Tender.
5. Unless and until a formal agreement is executed between us, this Tender together with our written acceptance of LOA shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

**CUSTOMER FACILITATION SERVICES TENDER**  
**DMRC/CFS-01/2015**

7. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that the tender price does not include any such amount. We acknowledge the right of DMRC, if they find to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
8. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India.

Yours faithfully,

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Signature and Name)

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Signature and Name)

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Signature and Name)

Address: \_\_\_\_\_

**\* Note: -**

If the Tenderer comprises a Partnership, Joint Venture or Consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. Partnership, Joint Venture or Consortium)
- (b) The liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several;
- (c) An authorized representative or each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of relevant power of attorney shall be attached.

**EXPERIENCE CERTIFICATE**  
**(on Client's Letter Head)**

This is to certify that, M/s \_\_\_\_\_ (Company's Name) having its office at \_\_\_\_\_, is working / had worked from \_\_\_\_\_ (DD/MM/YYYY) to \_\_\_\_\_ (DD/MM/YYYY) with us, [for the provision of Uniformed and Trained Manpower under Customer Facilitation or Watch & Ward or Security or Guarding or Ticketing or Housekeeping Services] [select applicable service or if any other service please mention], at the location \_\_\_\_\_. The performance of M/s \_\_\_\_\_ during the period is/was \_\_\_\_\_ [Good/Satisfactory/Poor].

M/s \_\_\_\_\_ has been paid Rs. \_\_\_\_\_ for the period from \_\_\_\_\_ (DD/MM/YYYY) to \_\_\_\_\_ (DD/MM/YYYY).

(Authorized Signatory) \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

Designation of Authorized Signatory \_\_\_\_\_

\* Experience should be as on 31.03.2015 i.e. in terms of Clause 1.0A, Work Experience under Minimum Eligibility Criteria, as in Page No.20.

**CUSTOMER FACILITATION SERVICES TENDER**  
**DMRC/CFS-01/2015**

Annexure-9

Summary of Information provided in Annexure-8

**Applicant's legal name** ..... **Date**.....

**Group Member's legal name**..... **Page** ..... of ..... **pages**

<b>S/N</b>	<b>Details of Experience Certificate Issuing Company</b>	<b>Type of Work [Customer Facilitation or Watch &amp; Ward or Security or Guarding or Ticketing or Housekeeping Services]</b>	<b>Period of Work</b>	<b>Amount paid during the period of Work</b>

**NOTE:-** *In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.*

# **CUSTOMER FACILITATION SERVICES TENDER**

**(DMRC/CFS–01/2015)**

# **COMMERCIAL BID**

**(Commercial Bid of only those  
Tenderers would be opened who  
qualify the Technical Bid)**

## **EVALUATION OF COMMERCIAL BID**

### **1.0 Eligibility**

All Technically qualified bidders will be eligible for opening of their Commercial Bids, they would be communicated about the date and time of opening of their Commercial Bids.

- 2.0** Commercial Bids will be submitted over e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) wherein Percentage is required to be quoted by bidder in figures only. Only first two digits after decimal will be considered, without any rounding off for third and more digits.

### **3.0 Process of Evaluation of Commercial Bids**

- 3.1** Commercial Bids will be evaluated and necessary corrections, if discrepancies noticed, would be done by DMRC Ltd.
- 3.2** If a bidder does not accept the above correction of errors, his tender will be rejected with the forfeiture of tender security.

### **4.0 Award of Contract**

- 4.1** DMRC will award the contract to the Lowest Bidder (L1), whose tender has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the tender document.
- 4.2** In case, two or more technically qualified bidders quote the same amounts in the Commercial Bid, which is the Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover for the last 5 audited financial years. In case audited balance sheet of the last financial year is not made available by the Tenderer, he has to submit an affidavit certifying 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 will be considered as non-responsive.

**CUSTOMER FACILITATION SERVICES TENDER**  
**DMRC/CFS-01/2015**

**COMMERCIAL BID**

NAME OF THE FIRM / COMPANY

**BILL OF QUANTITIES (BOQ) : CUSTOMER FACILITATION SERVICES TENDER [DMRC/CFS-01/2015]**

S/N	Description of item	Manpower Quantity (Per Day)	Unit of measurement – Four (4) Hours Shifts (on any day)	Minimum Qualification of personnel to be deployed / Category as per Labour laws	Minimum Wages per shift of a day (8 Hours)	PF Cont. (@13.36%) [Rounded Off]	ESI Cont. (@ 4.75%) [Rounded Off]	Bonus (@ 8.33% over Rs.3500/-) [Rounded Off]	Daily minimum wages amount payable per shift (if workmen continues for applicable period making him eligible for PF, ESI and bonus) [Rounded Off]	Percentage to be quoted by bidder in figure. Only first two digits after decimal will be considered, without any rounding off for third and more digits.	Percentage to be considered to evaluate the Tenderer's offer [In Figure]	Percentage to be considered to evaluate the Tenderer's offer [In Words]	Amount arrived at from the percentage quoted up to two decimals for Per Four (4) Hours Shift Per Day. (Rounded Off)	TOTAL 03 YEARS PAYMENT DUE TO CONTRACTOR (subject to minimum wages modification as per change in law for item no 1 & 2)
	A	B	C	D	E	F=E*.1336	G=E*.0475	H=(3500*.0833)/26	I=E+F+G+H	J	K	L	M=I*(1+K/100)	N=C*M
1	Customer Facilitation Agent	154	337568	Un-Skilled	348	46	17	11	422		0.00		211	712,26,848.00
2	Supervisor	3	6576	Highly Skilled	461	62	22	0	545				273	17,95,248.00
3	Miscellaneous Charges: Providing Uniform and other mandatory / customary facilities to all workmen (item no 1 & 2 above) as per applicable instructions /Prevalent laws like rest room etc. per four (4) hours shift per day (to be paid alongwith pay etc on certification by engineer/executive for having provided the said facilities) including overhead of contractor (@ 5% of payment due for item no 1 & 2)	157	344144	Any Category	0	0	0	0	0	0	0	0	11	37,85,584.00

**TOTAL 03 YEARS PAYMENT DUE TO CONTRACTOR (subject to minimum wages modification as per change in law for item no 1 & 2)** 7,68,07,680.00

**Note 1: In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF, ESI & Bonus etc, and/or in the percentage value of contribution towards EPF, ESI & Bonus etc by government (state/union) then the contractor will be reimbursed revised statutory charges/wages etc (i.e. item no 1 & 2 of BOQ will be suitably modified). All payments that are statutory (refer item no 1 & 2 in column 'I') are paid with the proviso that they are transferred to workmen in toto without any deduction whatsoever. Any default in payment of wages less than statutory wages etc and claim of such wages etc from DMRC will be treated as fraudulent practice and action taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.**

**Note 2: The service tax will be reimbursed based on the invoice of service tax paid to concerned authority by the contractor. No other taxes, duties etc or any other expenditure will be paid or reimbursed whatsoever.**

**Note 3: The column E serial no 1 & 2 are based on current minimum wages as on date of issue of NIT. Any increase over statutory payment for workmen will be reimbursed vide note 1 above.**

Dated

Signature of the Contractor  
or his Authorized signatory  
with seal of the Agency / Firm

**NOTE: -**

Following conditions are applicable for DMRC/CFS-01/2015 bid: -

1. The Percentage To Be Quoted By Bidder shall be filled in figures only.
2. The Amount Arrived at from Percentage Quoted, Per Four (4) Hours Shift Per Day along with alongwith Miscellaneous Charges in the Commercial Bid, would be treated as complete in all respect. It will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
3. The TOTAL 03 YEARS PAYMENT DUE TO CONTRACTOR shall be inclusive of all Taxes (except Service Tax), Tender Requirements, Statutory Contributions, etc.
4. The duty hours of the manpower deployed by the contractor shall be a maximum of 8 hours per day. If the duty time exceeds 8 hours per day, overtime charges shall be paid by the contractor to the concerned manpower as per applicable Rules in Contract Labour (Regulation & Abolition) Act, 1970 without any liability on the part of DMRC.
5. Only revision in minimum wages as notified by the Government of NCT of Delhi or the Central Government, whichever is higher, from time to time will be compensated [for Item no 1 & 2], other details mentioned in Note: 1 of Commercial Bid.
6. Income Tax/TDS and other statutory deductions as applicable will be deducted from every monthly bill by DMRC.
7. During the currency of the contract, the successful Tenderer shall be required to procure necessary insurance policies as stipulated in Clause No.5.6 i) & ii) of Terms & Conditions of the Contract.
8. Contractor shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages given by DMRC and deposit / disburse other statutory dues to respective agencies / employees as claimed by the contractor & paid by DMRC.

## **CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT**

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this \_\_\_\_ day of \_\_\_\_\_, 2015.

**BETWEEN / AMONG**

M/s \_\_\_\_\_, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at \_\_\_\_\_ [acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_] (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

**AND**

M/s \_\_\_\_\_, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at \_\_\_\_\_ [acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_] (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

**[AND**

M/s \_\_\_\_\_, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at \_\_\_\_\_ [acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_] (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Customer Facilitation Services (DMRC/CFS-01/2015) Tender for provision/deployment of Trained and Uniformed manpower at its stations/other locations.

**AND WHEREAS** the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms in writing.

**NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT  
HEREBY WITNESSES:**

1. That in the premises, contained herein, the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this DMRC's tender.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for the tender.
3. That the Consortium has agreed to nominate \_\_\_\_\_ as the common representative from Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with DMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.
4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member \_\_\_\_\_ shall have \_\_\_\_per cent (\_\_\_%) of share holding with reference to the Consortium for this specified project.
  - (ii) The Participant Member \_\_\_\_\_ shall have \_\_\_\_ (\_\_\_%) of share holding with reference to the Consortium for this specified project.
  - (iii) [The Participant Member \_\_\_\_\_ shall have \_\_\_\_ (\_\_\_%) of share holding with reference to the Consortium for this specified project.]
5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
6. That in case to meet the requirements of tender or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution of this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the

CUSTOMER FACILITATION SERVICES TENDER  
DMRC/CFS-01/2015

members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of DMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (\_\_\_\_\_)   
Authorized Signatory   
(\_\_\_\_\_)   
For (Name of company)
2. (\_\_\_\_\_)   
Authorized Signatory   
(\_\_\_\_\_)   
For (Name of company)
3. (\_\_\_\_\_)   
Authorized Signatory   
(\_\_\_\_\_)   
For (Name of company)

*Enclosure:* Board resolution of each of the Consortium Members authorizing: -

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose through Power of Attorney.

## **FORM OF AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 between Delhi Metro Rail Corporation Limited office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 hereinafter called “the Employer” of the one part and \_\_\_\_\_ (Name & Address of Contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that certain works should be executed, viz. Customer Facilitation Services (DMRC/CFS-01/2015) at Various Stations/installations of Delhi Metro Rail Corporation Limited hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works/services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

- 1.0 In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
- (a) Letter of Acceptance
  - (b) Terms and Conditions
  - (c) Notice Inviting Tender
  - (d) Commercial Bid
  - (e) Tender Document
  - (f) Addendums, Reply to Query(s), if any
  - (g) General Conditions of Contract
  - (h) Any other documents forming part of the contract.

**3.0 Scope of Work**

3.1 Contractor shall be required to execute the Customer Facilitation Services with its own suitable uniformed and trained manpower with the specifications as determined by DMRC. The services will be required at the metro stations, service buildings, other installations of DMRC and any other location, as deemed fit, of DMRC. Brief of the required services, working requirement and area of deployment is detailed as under: -

3.1.1 The following services will be required: -

- i) Customer Facilitation Services.
- ii) Watch & Ward Services (may be required)
- iii) Supervisors.

For i) and ii) above, the minimum height of uniformed & trained manpower shall be 5 feet 9 inches for male & 5 feet 2 inches for female. Training, other physical standards and other requirements shall be as in Delhi Private Security Agencies (Regulation) Rules, 2009.

3.1.2 a) The detailed services requirement for Customer Facilitation Services under the tender are: -

- i) Manning DMRC's Automatic Fare Collection (AFC) Gates for prevention of token loss and to guide/inform passengers regarding use of AFC Gates and penalties in case of violations.
  - ii) Crowd management at Platforms, Lifts, Escalators, Circulating Area, etc.
  - iii) Guidance to commuters regarding DMRC system, behavior & etiquettes.
  - iv) Management of Parking Lots.
  - v) Obtaining and recording different commuter services data.
  - vi) Any other job as assigned by DMRC.
- b) The detailed services requirement for Watch & Ward Services (may be required) under the tender are: -

- i) Watch & Ward at Ancillary buildings, installations, offices circulating area of stations etc.
  - ii) Night patrolling and surveillance of metro system.
  - iii) Handover/transfer of documents/assets from/to various offices/stations of Delhi Metro.
  - iv) Any other job as assigned by DMRC.
- 3.1.3 The contractor shall provide Customer Facilitation Services to DMRC by deploying failsafe measures, providing early warning and mobilizing troubleshooting elements thereby ensuring: -
- a) Protection of DMRC's property, personnel & passengers against harm / theft / damage.
  - b) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in DMRC's premises, vandalism and throwing of garbage in DMRC's area, prevent littering and ensuring cleanliness.
  - c) Undertake fire fighting operations with available equipments and resources.
  - d) Regulate parking of vehicles in parking lots and around designated areas of DMRC.
- 3.1.4 The contractor may be asked to provide additional trained and uniformed manpower at 1 day's notice.
- 3.1.5 The period of contract shall be for a period of 3 (three) years and further the same may be extended for a period of 1 (one) year after reviewing the performance of the contractor.
- 3.1.6 The above services may be mainly required in the following sections (as a whole or in part) of Delhi Metro -
- a) Line-1 (Dilshad Garden to Rithala, Rail Corridor Section)
  - b) Line-2 (Jor Bagh to HUDA City Centre, Rail / Underground Corridor Section)
  - c) Line-3 (NOIDA City Centre to Dwaraka Sector-21 (Rail / Underground Corridor Section)
  - d) Line-4 (Laxmi Nagar to Vaishali, Rail Corridor Section)
  - e) Line-5 (Inderlok-5 to Mundaka, Satguru Ramsing Marg & Kirti Nagar-5, Rail Corridor Section)
  - f) Line-6 (Central Secretariat-6 to Badarpur, Underground / Rail Corridor Section)
- \* The services may be extended/required at any other section / location as determined by DMRC keeping in view provisions as mentioned in para 3.1.9 below.
- 3.1.7 The man day (deployment) is for eight hours shift. However, manpower deployment may be carried out in four hours shift as well based on Operational requirement. The requirement of Customer Facilitation Services Personnel, Watch & Ward Personnel (if required) (if required), and Supervisor shall be fixed by DMRC from

time to time depending on the requirement / traffic pattern at different stations / locations of DMRC.

- 3.1.8 During the Three years contract period, the following services will be required/offered by DMRC for the DMRC/CFS-01/2015 contract: -
- i) A total of 3,37,568 CFS Personnel Shifts of 4 hours each
  - ii) A total of 6,576 Supervisory Shifts of 4 hours each
- For the provision of Customer Facilitation Services approximately 157 personnel per 8 hours shift per day would be required. It may, however, be noted that actual utilization may change, based on DMRC's requirement.
- 3.1.9 The quantity of items shown in the Scope of Work/Commercial Bid is approximate and liable to vary during the actual execution of the services. The contractor shall be bound to carry out and complete the stipulated services irrespective of variation in individual items, at the same rate as specified in the Scope of Work / Commercial Bid, except compensating revision in rates on account of revision in Minimum Wages and revision on account of change in Service Tax structure. The variation in the quantities under the contract shall be limited to 25% of the total tendered quantities (4 hours shifts as mentioned at 3.1.8 above) for DMRC/CFS-01/2015. The variation can be implemented anywhere in the network of DMRC.
- 3.1.10 The personnel deployed under the services shall be required to ensure cleanliness in and around their workplace.
- 4.0 In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works by \* \_\_\_\_\_ in all respects with the provisions of the Contract.

**5.0 OBLIGATION OF THE EMPLOYER**

The Employer hereby covenants to pay the Contractor in consideration of the execution & completion of the works, the Contract Price of \* Rs. \_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the contract.

**6.0 OBLIGATION OF THE CONTRACTOR**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**7.0 JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

**CUSTOMER FACILITATION SERVICES TENDER**  
**DMRC/CFS-01/2015**

8.0 It is agreed that DMRC Ltd. can change/add/delete any condition to this agreement. And the contractor is bound to make all arrangement for necessary compliance of the same.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be here unto affixed/(or have here unto set their respective hands and seal) the day and year first above written.

For and on behalf of the Contractor  
Signature of the authorized official

For & on behalf of the Employer  
Signature of authorized official

Name of the official

Name of the official

Stamp /Seal of the Contractor  
SIGNED, SEAL AND DELIVERED

Stamp /Seal of the Employer

By the said

\_\_\_\_\_ Name

on behalf of the contractor in  
the presence of ;

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By the said

\_\_\_\_\_ Name

on behalf of the Employer  
in the presence of ;

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note:**

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

## **FORM OF PERFORMANCE SECURITY BY BANK**

[to be issued by any Scheduled Commercial Bank based in India from its branch located in Delhi only]

1. This deed of Guarantee made on \_\_\_\_\_ (Day/Month/Year) between \_\_\_\_\_ [Bank] (hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Ltd. (hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Ltd. has awarded the contract for Customer Facilitation Services (DMRC/CFS-01/2015) Contract for \_\_\_\_\_ [mention tendered *Lot and* section] (hereinafter called "the contract") to M/s \_\_\_\_\_ [Name of the Contractor] (hereinafter called "the Contractor").
3. And Whereas the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in Figures and Words).
4. Now, we the Undersigned, \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in Figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer any amount up to and inclusive of the aforementioned full amount, upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of \_\_\_\_ Months from the date of signing. [The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period.]

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7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2015 being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, Sealed and Delivered  
for and on behalf of the Bank  
by the above named \_\_\_\_\_  
In the presence of:

Witness-1  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness-2  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

# **TERMS AND CONDITIONS OF THE CONTRACT**

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**TERMS & CONDITIONS OF THE CONTRACT**

**1.0 Private Security Agencies (Regulation) Act, 2005**

- 1.1 The Contractor shall possess valid Licenses under The Private Security Agencies (Regulation) Act, 2005.
- 1.2 The Customer Facilitation Agent, Watch & Ward Personnel (if required) and Supervisor deputed by the contractor should be adequately trained in related services. Contractor shall note that the services have been charted out in Section-6 of The Delhi Private Security Agencies (Regulation) Rules, 2009.
- 1.3 The Customer Facilitation Agent, Watch & Ward Personnel (if required) and Supervisor deputed by the contractor shall conform to physical fitness standards as charted out in Section-7 of Delhi Private Security Agencies (Regulation) Rules, 2009.
- 1.4 The Customer Facilitation Agent, Watch & Ward Personnel (if required) and Supervisor should wear / possess the prescribed uniform/accessories as specified in Section-17(2) of Delhi Private Security Agencies (Regulation) Rules, 2009. The contractor shall be required to provide the Uniform (design approved by DMRC), at its own cost to all the personnel deployed under the contract, and in addition High Visibility Vest shall be provided to the personnel who may be required to wear the same while performing duty at the Station Platforms. Proper record should be maintained by the contractor for supply of Uniform, free of cost, to its personnel with their acknowledgment and the same should be produced before DMRC for verification.
- 1.5 All the Rules & Regulations, as in the Private Security Agencies (Regulation) Act, 2005 and the Delhi Private Security Agencies (Regulation) Rules, 2009, shall be followed in-toto by the Contractor.

**2.0 Deployment**

The man day (deployment) is for eight hours shift. Services will, however, be required in 4 hours shift as well based on Operational requirement. The requirement of Customer Facilitation Agent, Watch & Ward Personnel (if required), and Supervisor shall be fixed by DMRC from time to time depending on the requirement / traffic pattern at different stations / locations of DMRC.

**3.0 Contract Labour Appearance and Requirements**

- 3.1 The Customer Facilitation Agent, Watch & Ward Personnel (if required), and Supervisor shall dress in neat, clean and prescribed uniform with name badge properly displayed.
- 3.2 The Customer Facilitation Agent, Watch & Ward Personnel (if required), and Supervisor shall acquaint themselves with the station systems at respective Delhi Metro Stations / other installations.
- 3.3 The Customer Facilitation Agents, Watch & Ward Personnel (if required), should be at least matriculate and the Supervisors should be at least Graduates.
- 3.4 The Character and Antecedents of all the Customer Facilitation Agents, Watch & Ward Personnel (if required) and Supervisors, before being

deployed in DMRC system, shall be got verified from the local police authorities. This is one of the requirements in the Delhi Private Security Agencies (Regulation) Rules, 2009. A copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the contractor to DMRC.

**4.0 Contract Labour Working – General Guidelines**

- 4.1 The Customer Facilitation Agent, Watch & Ward Personnel (if required), and Supervisor shall report to the Station Controller Room of the respective stations / Other Control / Reporting Office at least 15 minutes in advance of the commencement of the shift to complete required formalities.
- 4.2 The Customer Facilitation Agent, Watch & Ward Personnel (if required), and Supervisor should be extremely courteous with very pleasant mannerism in dealing with the Commuters / General Public and they should project an image of utmost discipline. DMRC shall have the right to have any before-mentioned personnel recalled from DMRC system in case of passenger complaint / indulgence in malpractices or as per recommendations of DMRC's representative if the person is not performing the job satisfactorily or otherwise.
- 4.3 The Customer Facilitation Agent, Watch & Ward Personnel (if required), and Supervisor shall strictly follow the procedure as approved by DMRC for entering into the DMRC system and also accessing any part / portion of AFC System / Network. If any contractor staff is caught traveling without proper authority / valid ticket then they will be treated traveling without ticket & shall be penalized as per the provisions of Delhi Metro Rail (Operations & Maintenance) Act, 2002 / Business Rules of DMRC.
- 4.4 The Customer Facilitation Agent, Watch & Ward Personnel (if required), and Supervisor shall not accept any gratuity or reward in any shape or form from anybody.
- 4.5 All concerned personnel shall intimate / report any untoward incidents occurring in the station premises to the concerned authority immediately.
- 4.6 After completing the shift duty, all the personnel shall be required to submit duty report to the Station Controller/Controlling Office, if applicable, in the appropriate format as issued to them by DMRC.
- 4.7 Adequate supervision will be provided to ensure correct performance of the Customer Facilitation Services in accordance with the prevailing assignment & instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of contractor deployed at stations the supervisory staff will monitor their areas of responsibility as per the due procedure issued by DMRC. One Supervisory shift shall be @ 50 shifts of Customer Facilitation Agent and Watch & Ward Personnel (if required), however, DMRC's discretion on deployment of Supervisors will be final. Supervisors should be provided with mobile telephone by contractor for maintaining efficient & regular communication with DMRC representatives.

**5.0 Instructions to the Contractor**

- 5.1 If any damages / loss / theft etc. occurs in the Station premise / area under supervision due to Customer Facilitation Agent's or Watch & Ward Personnel's (if required) negligence / failure during the course of duty or otherwise the same shall be the sole responsibility of the contractor and necessary compensation shall be paid by the contractor to DMRC as per the actual cost assessed by DMRC.
- 5.2 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act-1948, Employees State Insurance Act-1948, Employees Provident Fund & Miscellaneous Provisions Act-1952, Contract Labour (Regulation and Abolition) Act-1970 and various other acts as applicable from time to time with regard to the labour / personnel engaged by the contractor under the contract.
- 5.3 Contractor should have a valid license from concerned labour authorities, under the Contract Labour (Regulation and Abolition) Act-1970, during the entire currency of the contract.
- 5.4 Contractor should have a valid registration with Employees Provident Fund, Employees State Insurance and Service Tax Department.
- 5.5 The contractor shall give Basic Training / Familiarization of DMRC's System / Working to his personnel before deploying the same in the DMRC system. However, it may be noted that this period will not be counted as shifts manned by contractor's personnel for the purpose of payment under the contract.
- 5.6 During the currency of the contract, the contractor shall be required to cover all deployed personnel under following insurance policies: -  
i) Accident and death. (Sum Insured @ Rs.1,00,000/- per worker)  
ii) All Risk and third party cover. (Sum Insured of Rs.5,00,000/- for entire contract)
- Non procurement of above policies will tantamount to Violation of Terms & Conditions of Contract and necessary penalty may be imposed on the contractor as per Clause 13.1) 10) of the Terms & Conditions of Contract. Further, necessary deductions, equivalent to premium amount for the lapse period of insurance, shall be made from the contractor's monthly bills.
- 5.7 The contractor shall indemnify and hold DMRC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 5.8 The contractor shall have his own Establishment / Set-up / Machinery / Mechanism / Training Institute with related Training Aids (or should have tie up with a professional Training Agency), 2 to 3 Ex-servicemen from Police / Army for training purpose, required Vehicles, Execution & Supervision team etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 5.9 DMRC may give basic training / familiarization of the DMRC system for the personnel of the contractor under the contract initially and this period will not be counted as shifts manned by contractor's personnel for the purpose of

- payment under the contract. This training shall be charged at the rate of Rs.150/- per person for a batch of minimum 20 persons. If batch size is more than 20, that will be charged on pro-rate basis. The payment of training fee shall be deposited in form of Bank Draft in favour of DMRC Ltd. under proper covering letter.
- 5.10 Contractor shall ensure that its personnel shall not at any time, without the consent of DMRC, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by DMRC and shall not disclose to any person information to the affairs of DMRC.
- 5.11 Contractor shall deploy his personnel only after obtaining DMRC's approval duly submitting Curriculum Vitae (CV) of these personnel to DMRC in advance. For any change in contractor's personnel, DMRC shall be advised at least one week in advance and contractor shall be required to obtain DMRC's approval for all such changes along with their CVs.
- 5.12 All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be deposited by the contractor on demand by DMRC.
- 5.13 Contractor will maintain all record of property & equipments of DMRC handed over to him for use or under his control. Any damage or loss caused by contractor's persons to the property & equipments of DMRC Ltd. in whatever form may be recovered from the contractor. Contractor shall not be held responsible for the damages/sabotage caused to the property of DMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.
- 5.14 The contractor shall ensure that personnel deployed under the contract are not members of any union.
- 5.15 Attendance register of manpower deployed for the execution of services shall be maintained by the contractor.
- 5.16 Register of shift schedule specifying allocation of duties to the personnel shall be maintained by the contractor. It should be ensured that no manpower has worked for more than one shift of 8 hours on a day.

**6.0 Payments under the Contract**

- 6.1 The Rates, Per 4 Hours Shift Per Day, accepted by DMRC shall remain fixed/firm through-out the contract period without any variation/escalation, except on account of revision in Minimum Wages as notified by Delhi Government or Central Government, whichever is higher, and will be applicable uniformly for all working days including Weekdays, Weekends, Gazette Holidays, National Holidays, Festivals etc. In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF, ESI & Bonus etc, and/or in the percentage value of contribution towards EPF, ESI & Bonus etc by government (state/union) then the contractor will be reimbursed revised statutory charges/wages etc. All payments that are statutory are paid with the proviso that they are transferred to workmen in toto without any deduction whatsoever. Any default in payment of wages less than statutory wages etc and claim of such wages etc from DMRC will be treated as fraudulent

- practice and action taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.
- 6.2 The service tax will be reimbursed based on the invoice of service tax paid to concerned authority by the contractor. No other taxes, duties etc or any other expenditure will be paid or reimbursed whatsoever.
- 6.3 The payment shall be made by DMRC at the end of every month's *billing period* based on the actual 4 hours shifts performed by the contractor and as per the following procedure:
- 6.3.1 Within 3 days of the close of the billing period of a contract, the Contract Management Cell (CMC) will intimate the concerned contractor about item-wise total 4 hours shifts (up to 2 decimal places only) manned by the concerned contractor during the billing period for a particular contract.
- 6.3.2 The contractor shall be required to make a written request, on their company's letter head, for release of 75% of the billing amount corresponding to the services rendered i.e. 4 hours shifts as communicated by CMC. The contractor shall be required to submit the same to CMC within two working days from the date of intimation by CMC about the 4 hours shifts manned by the contractor. No other document is required to be submitted by the contractor with this request.
- 6.3.3 DMRC shall arrange to release the requested payment at 6.3.2 above, through e-payment, expeditiously (within 10 days from the date of closing of the billing period subject to adherence of timelines by the contractor).
- 6.3.4 The contractor shall however be required to arrange to submit the concerned bill verified from concerned stations/sites, complete in all respects, as mentioned in clause 6.4 below, within 15 days of the close of the billing period positively. The completed bills shall be submitted by the contractor to CMC, who after necessary verification shall send the bills to Finance/O&M for payment of balance payment duly proposing deduction of penalty amount, if any, for deficiencies in services.
- 6.3.5 In case the contractor fails to submit the completed bill of a particular billing period for which 75% running account payments has been made then running account payment for the subsequent month's services rendered will be reduced to 50% only.
- 6.3.6 If the contractor fails to submit the completed bills of a particular month even after lapse of 2 subsequent months then necessary action for termination of the contract shall be initiated.
- 6.4 Subsequently, after the release of running account payment the contractor shall arrange to submit the monthly bills, complete in all respects, to DMRC within 15 days from the close of billing period and with the monthly bills the contractor shall be required to submit the following: -
- 6.4.1 Details of deployment, documentary proof jointly signed by the Station Controller / Station Manager of the respective station and the contractor / his representative / personnel authorized by him. The same shall be verified by the Asstt. Manager/Manager (Line). Further a summary of the bill shall be attached.
- 6.4.2 Invoice, duly taking into account deployment at 6.4.1.

- 6.4.3 Salary statement for the previous month with Bank Statement / Bank Transfer details to corroborate the payment.
- 6.4.4 Copy of previous month's contract specific EPF Challan & ECR.
- 6.4.5 Copy of previous month's contract specific ESI Challan.
- 6.4.6 Copy of previous month's contract specific Service Tax Challan.
- 6.4.7 Details of Bonus paid to all terminated / resigned contracted employees, employee wise, of the previous month.
- 6.4.8 Necessary undertakings / annexure(s).
- 6.4.9 Any other document demanded by DMRC.
- 6.5 After the submission of bills completed in all respects to the entire satisfaction of DMRC Ltd., DMRC will try to release the remaining 25% or 50% of payments, through e-payment, within 15 days from the last date of submission of completed bills. No other claim on whatsoever account shall be entertained by DMRC. The payments made by DMRC shall, however, be subject to necessary deductions on account of penalty imposed by DMRC on the contractor, TDS, Service Tax etc.
- 6.6 As far as possible, Contractor should make the payments to the contracted staff through ECS / Bank Transfer. In case of exigencies, the employees may be paid by Cheque / in Cash (for the first month only). However cheque / cash payments shall be witnessed and certified by the concerned DMRC supervisor / nominated DMRC representative.
- 6.7 Tax Deduction at Source on-account of the monthly bill shall be deducted by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.
- 6.8 No advance shall be paid by DMRC to the Contractor.
- 6.9 Contractor shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages given by DMRC and deposit / disburse other statutory dues to respective agencies / employees as claimed by the contractor & paid by DMRC. Non-payment / less payment of Wages & other dues and failure to deposit / less deposit of statutory dues will tantamount to Violation of Terms & Conditions of the Contract and necessary penalty may be imposed on the contractor as per Clause 13.1 of the Terms & Conditions of Contract.
- 6.10 The rates, per 4 hours shift per day, to be paid by DMRC are inclusive of cost of Uniform and therefore at no point of time complaints with regard to charging money on that count shall be received at DMRC Ltd. In such a case it will be treated as Violation of terms & conditions of the contract.
- 6.11 Notwithstanding the release / payment of the bill by DMRC Ltd. to the Contractor, the Contractor shall all times ensure the due and timely payment of wages to all its manpower pursuant to this contract. Nothing contained herein shall establish any link between release / payment of the bill by DMRC Ltd. to the Contractor and the payment of any salary / wages or any other dues whatsoever by the Contractor to its manpower.

**7.0 Contract Period**

- 7.1 The contract may commence w.e.f. 16.07.2015 (tentative, subject to change) or later and the deployment would be carried out on gradual basis.

7.2 The contract period is 36 (Thirty Six) months from the issue of letter of acceptance which can be extended for a further period of one year after performance review.

**8.0 Compliances**

8.1 In the event of default being made in the payment of any money in respect of wages of any person employed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, DMRC may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by DMRC from the contractor.

8.2 If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations, is directed to be paid by DMRC, such money shall be deemed to be payable by the contractor to DMRC within seven days after the same shall have been demanded from the contractor. DMRC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor.

8.3 Salary / Payment to the contracted employees shall be made by 7<sup>th</sup> of every month by the contractor.

8.3 The Customer Facilitation Services Agent's, Watch & Ward Personnel's (if required) & Supervisors will be employee of the contractor and all Statutory / Other liabilities will be paid by the contractor such as ESI, PF, Bonus and expenditure on Uniform, etc.

8.4 As far as EPF & MP Act, 1952 is concerned, it shall be the duty of the contractor to deposit the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made (Employer's Share) with the PF authorities within 7 days of close of every month. Contractor shall give particulars of the employees engaged by him for DMRC works and is required to submit details to DMRC. In any eventuality if the contractor fails to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, DMRC is entitled to recover the equal amount from any money due or accrue to the contractor under this or any other contract with DMRC and deposit the amount in the name of the contractor with RPFC, with an advice to RPFC, duly furnishing particulars of labour engaged for DMRC works.

8.5 During the currency of contract agreement, the contractor shall abide by all statutory laws with special reference of the following:

8.5.1 (a) The contractor shall issue Employment Card to its workmen in Form-XIV within three days of employment. (CL(R&A)C Rules 76 Chapter-VII).

(b) The contractor shall issue Service Certificate to its workmen on termination of employment in Form-XV. (CL(R&A)C Rules 77 Chapter-VII).

- 8.5.2 The contractor shall display Notices Showing the rates of wages, hours of work, wage period, date of payment, Name and address of the Inspectors having the jurisdiction and the date of payment of unpaid wages in English and in Hindi. CL(R&A)C Rules 81(1)(i). A copy of notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated forthwith. [CL(R&A)C Rules 81(2)].
- 8.5.3 The contractor shall maintain following statutory Registers:
- (a) Registers of persons employed in Form-XIII. CL(R&A)C Rules 75 Chapter-VII.
  - (b) Muster Roll Register in Form-XVI. CL(R&A)C Rules 78(a)(i) Chapter-VII.
  - (c) Wage Register in Form-XVII. CL(R&A)C Rules 78(a)(i) Chapter-VII.
  - (d) Deduction Register for Damage or Loss in Form-XX. CL(R&A)C Rules 78(a)(ii) Chapter-VII.
  - (e) Register of Fines in Form-XXI. CL(R&A)C Rules 78(a)(ii).
  - (f) Register of Advances in Form-XXII. CL(R&A)C Rules 78(a)(ii).
  - (g) Register of Overtime in Form-XXIII. CL(R&A)C Rules 78(a)(ii).
- 8.5.4
- (a) The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A)C Rules 25(2)(viii).
  - (b) The contractor shall end half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A)C Rules 82(1).
- 8.5.5 The contractor shall allow its worker a day of rest every week. (Rule-23 of Minimum Wages (Central) Rules, 1950).
- 8.5.6
- (a) The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by Delhi Government or Central Government, whichever is higher, through Bank transfer.
  - (b) The contractor shall deposit PF contribution in respect to all its employees upto the wage ceiling limit of Rs.15,000/-. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.
  - (c) The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.
  - (d) The contractors shall pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than forty-eight hours in any week. (Rule-25 of the Minimum Wages (Central) Rules, 1950).
  - (e) The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A)C Rules).
  - (f) The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A)C Rules 78(b) Chapter VII) – as per Annexure-11 (standardized performa).
  - (g) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the

wage period, final payment shall be made within 48 hours of the last working day. CL(R&A)C Rules-67 Chapter-VI.

The above list is not exhaustive but indicative only. The contractor must ensure all other applicable labour compliances also.

**9.0 Coordination with Other Contractors**

The contractor shall plan and execute the contractual work in coordination & in co-operation with other contractors working for similar/other contracts.

**10.0 Contractor's Obligations towards Tax Laws**

The contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements, evidencing filing of returns every year and shall keep DMRC fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**11.0 Contractor's Office**

The Contractor shall establish an office in the National Capital Territory of Delhi for planning, co-ordination and monitoring the progress of the work and intimate the same in writing to DMRC.

**12.0 Facilities to be provided by Employer**

The following facilities will be provided by the Employer: -

- i) One room at the designated location, to be utilized as control for day to day operational requirement, with sufficient lighting arrangement.
- ii) Communication facility i.e. Intercom and wireless sets to the personnel as per the DMRC's assessment.

**13.0 Imposition of Penalty**

13.1 Penalty for deficiency in services shall be imposed & recovered from the Contractor. Details of deficiencies are given as under: -

S/N	Offence	Penalty (with or without warning) each case
1.	Poor dress code	Up to Rs.200/-
2.	Carrying Mobile phone on duty/Listening music on Mobile/Other Devices	
3.	Improper cleanliness near their deputed place	
4	Manpower for CFS and W&W deployed below prescribed height (per workman)	Rs.1,000/- (Per Workman)
5.	Absent, Late reporting, Leaving place of duty before schedule Time or without informing on duty SC	Up to Rs.500/-
6.	Misbehavior and Poor Customer Support	
7.	Public Complaint on any account	
8.	Possession of Live Tokens	
9.	Breach of Instructions	
10.	Violation of Terms & Conditions of Contract	To be decided by Competent Authority
11.	Delay in payment of dues to any workmen (per day per workman)	Rs.100/- Per Day Per Workman

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12.	Making payment in the absence of Principal Employer's representative (for each violated date) – for Cash payments only	Rs.10,000/-
13.	Non-compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance informed in writing, under the contract)	Rs.5,000/-

13.2 Habitual offenders on above counts shall be recalled from the DMRC. Further, DMRC shall have the right to recall any person in case of passenger complaints / indulgence in malpractices or as decided by DMRC's representative in case the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases. In case staff is not working / performing to the entire satisfaction of DMRC the contractor may be asked to issue recorded warning with or without penalty/fine.

13.3 The above mentioned penalty shall be imposed on contractor & same shall be deducted from contractor's monthly bill and nowhere may it be constituted that it has been imposed on individual Customer Facilitation Services Personnel or Armed Guard or Supervisor. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as & when required.

**14.0 Accidents**

It shall be the entire responsibility of the contractor to adopt all the safety measures & deploy manpower that is adequately trained in safety. If any accident occurs within the station area due to negligence on the part of the contractor's personnel or otherwise, it shall be the full responsibility of the contractor.

**15.0 Security Measures**

15.1 A fine up to Rs.50,000/- shall be imposed on the contractor plus recovery of cost of items/equipments in addition to the police action against the staff if any employee of contractor is caught stealing DMRC property.

15.2 Contractor shall submit the undertaking that police verification of each employee and staff is completed before allowing him/her to perform duty. However employee may be permitted to perform duty upto 15 days from the date of issue of authorization list till his/her police verification formalities are completed.

**16.0 Force Majeure**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil, riots, tempest, acts of God, which may prevent either party to discharge his obligation (except court or similar bodies Judgments / instructions), the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate contract in respect of

such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 30 days, whichever is more, either party may at its option terminate the contract.

**17.0 Breach of Contract**

- 17.1 During the course of contract, if in the opinion of DMRC, breach of contract or any negligence on the part of contractor's personnel has taken place, which the contractor fails to remedy within three days of having received written notice of the failure, DMRC shall be entitled to terminate the contract duly issuing 7 days notice to the contractor in writing. In such case the Contractor's Performance guarantee shall stand forfeited in DMRC's favour.
- 17.2 During the course of contract, if any contractor personnel is found indulging in any corrupt practices causing any loss of Revenue to DMRC or any money loss to Passenger, DMRC shall be entitled to terminate the contract duly forfeiting the contractor's Performance Guarantee.
- 17.3 During the course of contract, if the contractor fails to perform works / services as mentioned in the Scope of Work, duly following all the statutory requirements, to the entire satisfaction of DMRC then DMRC shall be entitled to part terminate the contract / limit the Scope of Work under the contract duly issuing 7 days notice to the contractor in writing.

**18.0 Dispute Resolution: Conciliation & Arbitration**

- 18.1 In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.
- 18.2 All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with the service agreement shall in the first place be referred to a sole conciliator appointed/nominated by GM/Director DMRC on receipt of such requests from either party.
- 18.3 The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.
- 18.4 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.
- 18.5 The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.
- 18.6 Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the para below.

18.7 The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

**18.8 Arbitration Procedure**

In the efforts, to resolve all or any of the disputes through conciliation fails, then such dispute shall be referred within 30 days to a sole arbitrator who would be nominated by GM / Director, Delhi Metro Rail Corporation Limited. The venue of such arbitration shall be at Delhi / New Delhi. The award of the sole arbitrator shall be binding on all parties. The cost of arbitration shall be borne by the respective parties. There will be no objection if conciliator / or sole arbitrator nominated / appointed is an employee of DMRC.

**18.9 Rules governing Arbitration Proceedings**

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, as amended from time to time including provisions in force at the time the reference is made.

**19.0 Notices and Instructions**

The Contractor shall furnish to the Employer the postal address of his office at Delhi / New Delhi. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered/speed post to the office, or to the address of the firm last furnished by the Contractor.

**Contract Labour (Regulation & Abolition) Central  
Rules  
FORM XIX**

See Rule 78(1)(b)

***Wage Slip***

Name and Address of Contractor \_\_\_\_\_

Nature and location of work \_\_\_\_\_

Name and Father's/Husband's name of the workman \_\_\_\_\_

For the Week/Fortnight/Month ending \_\_\_\_\_

1. No. of days worked \_\_\_\_\_

2. No. of units worked in case of piece-rate workers \_\_\_\_\_

3. Rate of daily wages/piece-rate \_\_\_\_\_

4. Amount of overtime wages \_\_\_\_\_

5. Gross wages payable \_\_\_\_\_

6. Deductions a) Contribution for PF \_\_\_\_\_

b) Contribution for ESI \_\_\_\_\_

c) Others, if any (head wise, with amount) \_\_\_\_\_

7. Net amount of wages paid \_\_\_\_\_

Initials of *the Contractor*  
*Representative*

# **GENERAL CONDITIONS OF CONTRACT**

## **DMRC/CFS-01/2015**