

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

TICKET VENDING SERVICES TENDER

CONTRACT PACKAGE:

DMRC/TVS-01/2016 LOT-1 & LOT-2

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

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 and the same may be downloaded and used for submission at 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.12,90,000/- (Rupees Twelve Lacs Ninety 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, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001.

upto **1500 hrs on 01.01.2016** only.

3. Tenderers are advised to remain vigilant and monitor the website 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, 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 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.
- 3.0 Each Tenderer shall submit only one tender 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 ask for any supplementary information, if required. Para 11.7 of INSTRUCTIONS TO TENDERERS may also be referred in this regard.

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

- 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 10.3 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 & DMRC's Website www.delhimetrorail.com for any kind of latest Information, Corrigendum, Addendum, etc.

INSTRUCTIONS TO TENDERERS

1.0 Tender Document

- 1.1 The Tender Document is to select contractors for provision of Ticket Vending 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 Ticket Vending Services with its own suitable uniformed and trained manpower with the specifications as determined by DMRC. The services may be required at the metro stations and other locations, as deemed fit, by DMRC. Brief of the required services, working requirement and area of deployment is detailed as under: -
- 2.1.1 Issuing Contactless Smart Tokens / Contactless Smart Cards from Ticket Office Machines (TOMs) / other authorized mediums installed at the stations / other locations of Delhi Metro. The personnel, so deployed, may be asked to perform associated / related works. They will be required to ensure cleanliness in and around their workplace.
- 2.1.2 The period of contract shall be for a period of 12 months (01 Year) [may be extended for a period of 24 months further (12 months, i.e. 01 year, at a time) after reviewing the performance of contractor every year].
- 2.1.3 The above services may be required in the following sections of Delhi Metro (as a whole or in part): -

Tender Number	LOT Number	Line	Section / Stations
DMRC/TVS-01/2016	Lot-1	Line-1	Dilshad Garden to Rithala of Rail Corridor (except Kashmere Gate Rail Corridor)
		Line-2	Samaypur Badli to Civil Lines and Udyog Bhawan to HUDA City Centre stations of Metro/Rail Corridor (except Chattarpur, Sultanpur & MG Road stations)
		Line-5	Satguru Ram Singh Marg, Inderlok (L-5), Punjabi Bagh, Rajdhani Park & Mundka stations of Rail Corridor
	Lot-2	Line-3&4	Yamuna Bank to NOIDA City Centre and Laxmi Nagar to Vaishali stations of Rail Corridor

Besides above, the services may be required at any other section / location as determined by DMRC.

- 2.1.4 During the 01 year contract period, the following services will be required for the individual lots: -
- i) **DMRC/TVS-01/2016 Lot-1**
A total of 2,81,820 TVS Personnel Shifts of 4 hours each and 5,856 Supervisory Shifts of 4 hours each will be offered by

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

DMRC i.e. for the provision of ticket vending services approx. 393 personnel per 8 hours shift per day would be required.

ii) **DMRC/TVS-01/2016 Lot-2**

A total of 1,14,192 TVS Personnel Shifts of 4 hours each and 2,196 Supervisory Shifts of 4 hours each will be offered by DMRC i.e. for the provision of ticket vending services approx. 159 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.

- 2.1.5 The man day (deployment) is for eight hours shift. However, Ticket Vending Services deployment may be carried out in four hours shift as well based on Operational requirement. The requirement of Ticket Vending Services Personnel and Supervisor shall be fixed by DMRC from time to time depending on the requirement / traffic pattern at different stations / locations of DMRC.
- 2.1.6 The contractor may be asked to provide additional trained and uniformed personnel at 1 day's notice.
- 2.1.7 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 and other statutory items as mentioned in Commercial Bid. The variation in the quantities under the contracts shall be limited to 25% of the total tendered quantities (4 hours shifts as mentioned at 2.1.4 above) for individual lots i.e. DMRC/TVS-01/2016 Lot-1 & DMRC/TVS-01/2016 Lot-2. The variation can be implemented anywhere in the network of DMRC.
- 2.1.8 The contractor may be asked to provide Customer Facilitation Services also viz.: -
- 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) Obtaining and recording different commuter services data.
 - v) Undertake fire fighting operations with available equipments and resources.
 - vi) Regulate parking of vehicles in parking lots and around designated areas of DMRC.

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

- vii) Any other job as assigned by DMRC for the benefit or facilitation to commuters.

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, if being a company, should be registered with the Registrar of Companies, under the Indian Companies Act, 1956.
- 3.3 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 for DMRC/TVS-01/2016 LOT-1 & LOT-2 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.
 - 4.1.3 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/TRRN 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.
 - 4.1.4 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.
 - 4.1.5 Each Tenderer (each member in the case of a consortium) shall be required to confirm and declare with the tender submission that no

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

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.

- 4.1.6 The Tenderer shall be required to submit/upload Self Attestation, as in Annexure-4 along with the Technical Bid.
- 4.1.7 The Tenderer shall be required to submit/upload the duly filled Check List for submission of Ticket Vending Services tender as in Annexure-7 of this Tender Document.
- 4.1.8 The Tenderer should have minimum 5 years experience of Ticketing or Customer Facilitation or Watch & Ward or Security or Guarding 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 the 5 years experience. In case of a Consortium the evaluation will be carried out on cumulative basis but for distinctive periods.
- 4.1.9 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/TVS-01/2016 LOT-1 & LOT-2, of only those Tenderers will be opened who satisfy the requirements mentioned above from 4.1.1 to 4.1.9.

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.

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

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.12,90,000/- (Rupees Twelve Lakhs Ninety 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.
 - 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. The Tenderer is required to quote his percentage taking into account all the Terms & Conditions of the Tender.
- 10.2 The Tenderer shall quote his percentage 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.
- 10.3 Commercial Bids will be submitted over e-tendering web portal www.tenderwizard.com/DMRC wherein Percentage is required to be quoted by tenderer in figures only. In case of quoted percentage having decimal places, only first two digits after decimal will be considered, without any

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

rounding off for third and more digits. If a tenderer quotes 'Nil' or 'Negative' percentage **or offers rebate/concession/discount**, then his Commercial Bid shall be treated as unresponsive and will not be considered and EMD will be forfeited.

11.0 Tender Submission

- 11.1 The intending tenderers must be registered on e-tendering portal 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.
- 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 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 Tenderers have to first login at e-tendering web portal www.tenderwizard.com/DMRC and then will have to submit/upload common Technical Bid for DMRC/TVS-01/2016 Lot-1 & Lot-2. Commercial Bid for DMRC/TVS-01/2016 Lot-1 & Lot-2 will be submitted/uploaded in a common format wherein there are two separate tables for DMRC/TVS-01/2016 Lot-1 & Lot-2, tenderer will quote their offer percentage in table for DMRC/TVS-01/2016 Lot-1 only, the configuration of the Commercial Bid format is as such that the same percentage quote will be considered in table for DMRC/TVS-01/2016 Lot-2 also. However, for Award of Tender the Commercial Bid for DMRC/TVS-01/2016 Lot-1 & DMRC/TVS-01/2016 Lot-2 will be considered separately (for more clarification please refer clause 14.1 of Award of Tender).
- 11.5 Copy of all documents, as mentioned in the NIT and this Tender Document, is required to be uploaded by the Tenderer and also needs to be manually/digitally 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.

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

- Tenderers shall note that the maximum file size of a single file that can be uploaded is 5 MB, however, tenderer can upload as many files as required. All the uploaded files in tender submission should be named properly and arranged systematically.
- 11.6 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.
- 11.7 Tenders must be submitted not later than 1500 hrs. on 01.01.2016 through e-tendering process only. E-tendering web portal, i.e. www.tenderwizard.com/DMRC, will not permit submission/uploading of tender beyond the mentioned schedule. Thus, 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 to DMRC at later stage.
- 12.0 Tender Opening**
- 12.1 Tender opening will be done at e-tendering web portal 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.
- 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

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

- 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.

14.0 Award of Tender

- 14.1 **DMRC/TVS-01/2016 LOT-1:** DMRC will award the contract for DMRC/TVS-01/2016 LOT-1 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.
- DMRC/TVS-01/2016 LOT-2:** For DMRC/TVS-01/2016 LOT-2, the second lowest bidder (L-2) will be called by way of a Negotiation Meeting Notice and will be asked to match the Percentage Quoted by Lowest Tenderer (L-1) in his Commercial Bid. In case the second lowest bidder (L-2) agrees to match the Percentage Quoted by L-1 then DMRC/TVS-01/2016 LOT-2 will be awarded to second lowest bidder (L-2) with the Percentage Quoted by Lowest Tenderer (L-1). In case the called second lowest bidder (L-2) disagrees to match the Percentage Quoted by L-1 in his Commercial Bid then DMRC/TVS-01/2016 LOT-2 will also be awarded to the Lowest Tenderer (L-1).
- 14.1.1 In case, two or more technically qualified bidders quote the same percentage in the Commercial Bid, which is the Lowest (i.e. L-1), then the tender for DMRC/TVS-01/2016 LOT-1 would be awarded to the bidder who has the highest / higher Average Annual Turnover for the last 5 financial years and the tender for DMRC/TVS-01/2016 LOT -2 would be awarded to the bidder who has the 2nd highest / lower 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 financial year other than the last financial year is not submitted, the tender will be considered as non-responsive. No consideration will be given to the other bidder(s).
- 14.1.2 In case there is only one technically qualified lowest bidder (L-1) and two or more technically qualified bidders quote the same percentage in the Commercial Bid, which is the second lowest bid (i.e. L-2), then the second lowest bidder (L-2) bidder who has the highest / higher Average Annual Turnover for the last 5 financial years will be called by way of a Negotiation

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

Meeting Notice and will be asked to match the Percentage Quoted by Lowest Tenderer (L-1) in his Commercial Bid. In case the called second lowest bidder (L-2) agrees to match the Percentage Quoted by L-1 then DMRC/TVS-01/2016 LOT-2 will be awarded to second lowest bidder (L-2) with the Percentage Quoted by Lowest Tenderer (L-1). In case the called second lowest bidder (L-2) disagrees to match the Percentage Quoted by L-1 in his Commercial Bid then DMRC/TVS-01/2016 LOT-2 will also be awarded to the Lowest Tenderer (L-1). No consideration will be given to the other second lowest bidder(s)(L-2).

- 14.2 Prior to the expiry of the period of tender validity, DMRC will notify the successful Tenderer(s) of DMRC/TVS-01/2016 LOT-1 & LOT-2 in writing, either through Letter of Intent (LOI) or Letter of Acceptance (LOA), that his/their tender has been accepted.
- 14.3 The Letter of Acceptance would be sent in duplicate to the successful Tenderer(s) of DMRC/TVS-01/2016 LOT-1 & LOT-2, 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(s) in the LOA issued for DMRC/TVS-01/2016 LOT-1 & LOT-2.
- 14.4 Letter of Acceptance of DMRC/TVS-01/2016 LOT-1 & LOT-2 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').
- 14.5 No correspondence will be entertained by DMRC from the unsuccessful Tenderers.
- 14.6 Upon Letter of Acceptance being signed and returned by the successful Tenderer of DMRC/TVS-01/2016 LOT-1 & LOT-2, DMRC will promptly notify the unsuccessful Tenderers and discharge / return their tender security.
- 14.7 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.
- 14.8 The payments under the tender / contract, separately for DMRC/TVS-01/2016 LOT-1 & LOT-2, 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(s) of DMRC/TVS-01/2016 LOT-1 & DMRC/TVS-01/2016 LOT-2 shall furnish to DMRC a security in the form of Bank Guarantee or Fixed Deposit Receipt for an amount, equivalent to 10% of the Contract Price, for 01 year, within 30 days from the date of issue of Letter of

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

Acceptance. The validity of the Bank Guarantee or Fixed Deposit Receipt 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. The Fixed Deposit Receipt of Scheduled Commercial Bank / Post Offices based in India duly pledged in Favour of Delhi Metro Rail Corporation Limited. 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 and requests for extension of time (if any) for submission, the same would be put up for consideration of the tender accepting Authority. In case the tender is accepted by MD, this power will vest with concerned Director.
- 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.

16.0 Signing of Contract Agreement

- 16.1 DMRC shall prepare the contract agreement separately for DMRC/TVS-01/2016 Lot-1 & of DMRC/TVS-01/2016 Lot-2, 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(s) of DMRC/TVS-01/2016 Lot-1 & of DMRC/TVS-01/2016 Lot-2 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/TVS-01/2016 Lot-1 & of DMRC/TVS-01/2016 Lot-2 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.
- 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.

TICKET VENDING SERVICES TENDER

CONTRACT PACKAGE:

**DMRC/TVS-01/2016
LOT-1 & LOT-2**

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/TVS-01/2016
LOT-1 & LOT-2

[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 Tender Document, DMRC/TVS-01/2016 LOT-1 & LOT-2. 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 Ticket Vending Services [DMRC/TVS-01/2016 LOT-1 & LOT-2]

- 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 _____

TICKET VENDING SERVICES TENDER

**CONTRACT PACKAGE:
DMRC/TVS-01/2016
LOT-1 & LOT-2**

TECHNICAL BID

DMRC/TVS-01/2016 LOT-1 & LOT-2
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 31.10.2015 as given below:

(i) At least one work of providing Ticket Vending or Customer Facilitation or Watch & Ward or Security or Guarding 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.10.32 Crores (80% of NIT cost) or more.

OR

(ii) Two works of providing Ticket Vending or Customer Facilitation or Watch & Ward or Security or Guarding 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.6.45 Crores (50% of NIT cost) or more.

OR

(iii) Three works of providing Ticket Vending or Customer Facilitation or Watch & Ward or Security or Guarding 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.5.16 Crores (40% of NIT cost) or more.

Notes :

- The Tenderer should have minimum 5 years experience of providing Ticket Vending or Customer Facilitation or Watch & Ward or Security or Guarding or Housekeeping Services or providing skilled / unskilled workers for any Central Government / State Government / PSU's / DMRC / Private Limited Companies / Limited Companies / Educational Institutions as on **31.10.2015**. 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 **31.10.2015** will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to **31.10.2015** price level assuming 5% inflation for Indian Rupees every year and 2% for

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

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.1.84 Crores [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.2.58 Crores** 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 TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

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.10.32 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 TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

Annexure-1

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

Sub: -Tender for TICKET VENDING Services (DMRC/TVS-01/2016 LOT-1 & LOT-2)

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 Ticket Vending Services (DMRC/TVS-01/2016 LOT-1 & LOT-2)

Dear Sir,

- 1.0 We, hereby, make an application for Ticket Vending Services (DMRC/TVS-01/2016 LOT-1 & LOT-2) 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 TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

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		
Tenderer's authorized signatory (name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		
<p>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</p> <p>a) Affidavit in case of Proprietary firm.</p> <p>b) Partnership Deed in case of partnership firm.</p> <p>c) Memorandum & 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>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.</p>		

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

TENDER FOR TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

TABLE-B [JV/CONSORTIUM MEMBER INFORMATION]	
MEMBER – 1	
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)	
MEMBER – 2	
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)	
MEMBER – 3	
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 Ticket Vending Services (DMRC/TVS-01/2016 LOT-1 & LOT-2)

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 TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

- 4.0 In this consortium we act as Lead member and for the purposes of applying for the Tender Ticket Vending Services (DMRC/TVS-01/2016 LOT-1 & LOT-2), 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 –

S/ N	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (whether Lead Member/Member)
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 Ticket Vending Services (DMRC/TVS-01/2016 LOT-1 & LOT-2)

- 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) 14) 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 TICKET VENDING SERVICES
DMRC/TVS-01/2016 LOT-1 & LOT-2

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.

[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]

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

Annexure-7

CHECK LIST FOR SUBMISSION
TICKET VENDING SERVICES (DMRC/TVS-01/2016 LOT-1 & LOT-2)

(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 (Yes/No)	Reference Page No. in the Technical Submittal
1.0	Tender Document Cost Details, if applicable			
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			
2.0	Tender Security Details			
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			
3.0	Eligibility and Qualification of Tenderer			
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		

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

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 4.1.3 of Instructions to Tenderers		
3.6	Whether registration with EPFO submitted/uploaded by Tenderer / lead member in case of JV/Consortium (along with copy of latest challan/TRRN and corresponding ECR)	Clause 4.1.3 of Instructions to Tenderers		
3.7	Whether registration with ESIC submitted/uploaded by Tenderer / lead member in case of JV/Consortium (along with copy of latest challan)	Clause 4.1.3 of Instructions to Tenderers		
3.8	Whether registration with Service Tax department submitted/uploaded by Tenderer / lead member in case of JV/Consortium (along with copy of latest challan)	Clause 4.1.3 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 4.1.4 of Instructions to Tenderers		
3.10	Whether Annexure-1 submitted/uploaded by Tenderer / each member in case of JV/Consortium	Clause 4.1.5 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		

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

3.13	Whether Annexure-4, Self Attestation, submitted/uploaded by Tenderer / each member in case of JV/Consortium	Clause 4.1.6 of Instructions to Tenderers		
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		
4.0	Technical Proposal			
4.1	Whether Technical Bid is submitted/uploaded	Clause 11.3 of Instructions to Tenderers		
4.1.1	Whether Form of Tender submitted/uploaded			
5.0	Whether Tender Security (EMD) of Rs.12,90,000/- 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		

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: - TICKET VENDING SERVICES TENDER (DMRC/TVS-01/2016 LOT-1 & LOT-2)

Sir,

1. Having visited the DMRC's system/section, examined the Notice Inviting Tender, Tender Document (including Instructions to Tenderers, Initial Filter Criteria, Technical Bid, Commercial Bid, Terms and Conditions of the Contract as well as all Annexures), General Conditions of Contract and Corrigendum/Addendum thereto (if any) issued by the DMRC for Ticket Vending Services tender, DMRC/TVS-01/2016 LOT-1 & LOT-2, at various stations/installations of DMRC, we hereby (jointly and severally)* offer to execute the works in conformity with the documents referred above and for the sum stated in the Commercial Bid as completed by us. An undertaking in this regard is enclosed by me as per the format provided below this Form of Tender.
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.

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

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

Address: _____

Witness: _____

(Signature and Name)

Signature: _____

Date: _____

Name: _____

Address: _____

Witness: _____

(Signature and Name)

Signature: _____

Date: _____

Name: _____

Address: _____

Witness: _____

(Signature and Name)

*** 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.

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT
(To be submitted on Company's/Firm's Letter Head)

I / We here by confirm that, I / we have downloaded and read the complete set of Notice Inviting Tender, Tender Document (including Instructions to Tenderers, Initial Filter Criteria, Technical Bid, Commercial Bid, Terms and Conditions of the Contract as well as all Annexures), General Conditions of Contract and Corrigendum/Addendum/Clarifications thereto (if any) issued by DMRC for Ticket Vending Services tender, DMRC/TVS-01/2016 LOT-1 & LOT-2, along with the set of enclosures hosted on e-tendering portal www.tenderwizard.com/DMRC. I / We confirm that we have gone through the mentioned documents for this work placed upto the date of submission of bids on the e-tendering portal [www.tenderwizard.com/DMRC]. We confirm that we have considered these in our tender submission and our commercial bid. We also confirm our unconditional acceptance to all the terms and conditions of mentioned documents.

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

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 Ticket Vending or Customer Facilitation or Watch & Ward or Security or Guarding or Housekeeping Services or providing skilled / unskilled workers] [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 31.10.2015 i.e. in terms of Clause 1.0A, Work Experience under Minimum Eligibility Criteria, as in Page No.20.

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

Annexure-9

Summary of Information provided in Annexure-8

Tenderer's name Date.....

S/N	Name & Complete Address of Experience Certificate Issuing Authority/Company	Type of Work [Ticket Vending or Customer Facilitation or Watch & Ward or Security or Guarding or Ticketing or Housekeeping Services or providing skilled / unskilled workers]	Period of Work [as in Experience Certificate]	Amount paid during the period of Work [Value of Work as in Experience Certificate]

NOTE:-

1. *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.*
2. **Only those Experience would be considered for which the Tenderer has submitted/uploaded the relevant Experience Certificate.**

TICKET VENDING SERVICES TENDER

**CONTRACT PACKAGE:
DMRC/TVS-01/2016
LOT-1 & LOT-2**

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 wherein Percentage is required to be quoted by tenderer in figures only. In case of quoted percentage having decimal places, only first two digits after decimal will be considered, without any rounding off for third and more digits. If a tenderer quotes 'Nil' or 'Negative' percentage **or offers rebate/concession/discount**, then his Commercial Bid shall be treated as unresponsive and will not be considered and EMD will be forfeited.

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/TVS-01/2016 LOT-1:** DMRC will award the contract for DMRC/TVS-01/2016 LOT-1 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.
- DMRC/TVS-01/2016 LOT-2:** For DMRC/TVS-01/2016 LOT-2, the second lowest bidder (L-2) will be called by way of a Negotiation Meeting Notice and will be asked to match the Percentage Quoted by Lowest Tenderer (L-1) in his Commercial Bid. In case the second lowest bidder (L-2) agrees to match the Percentage Quoted by L-1 then DMRC/TVS-01/2016 LOT-2 will be awarded to second lowest bidder (L-2) with the Percentage Quoted by Lowest Tenderer (L-1). In case the called second lowest bidder (L-2) disagrees to match the Percentage Quoted by L-1 in his Commercial Bid then DMRC/TVS-01/2016 LOT-2 will also be awarded to the Lowest Tenderer (L-1).
- 4.2 In case, two or more technically qualified bidders quote the same percentage in the Commercial Bid, which is the Lowest (i.e. L-1), then the tender for DMRC/TVS-01/2016 LOT-1 would be awarded to the bidder who has the highest / higher Average Annual Turnover for the last 5 financial years and the tender for DMRC/TVS-01/2016 LOT -2 would be awarded to the bidder who has the 2nd highest / lower 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 financial year other than the last financial year is not submitted, the tender will be considered as non-responsive. No consideration will be given to the other bidder(s).
- 4.3 In case there is only one technically qualified lowest bidder (L-1) and two or more technically qualified bidders quote the same percentage in the

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

Commercial Bid, which is the second lowest bid (i.e. L-2), then the second lowest bidder (L-2) who has the highest / higher Average Annual Turnover for the last 5 financial years will be called by way of a Negotiation Meeting Notice and will be asked to match the Percentage Quoted by Lowest Tenderer (L-1) in his Commercial Bid. In case the called second lowest bidder (L-2) agrees to match the Percentage Quoted by L-1 then DMRC/TVS-01/2016 LOT-2 will be awarded to second lowest bidder (L-2) with the Percentage Quoted by Lowest Tenderer (L-1). In case the called second lowest bidder (L-2) disagrees to match the Percentage Quoted by L-1 in his Commercial Bid then DMRC/TVS-01/2016 LOT-2 will also be awarded to the Lowest Tenderer (L-1). No consideration will be given to the other second lowest bidder(s)(L-2).

**TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2**

COMMERCIAL BID: TICKET VENDING SERVICES TENDER [DMRC/TVS-01/2016 LOT-1]

NAME OF THE FIRM / COMPANY

BILL OF QUANTITIES (BOQ)

S/N	Description of item	Manpower Quantity (Per Day)	Unit of measurement – Four (4) Hours Shifts for 01 year	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%)	ESI Cont. (@ 4.75%)	Bonus (@ 8.33% over Rs.3500/-)	Daily minimum wages amount payable per shift (if workmen continues for applicable period making him eligible for PF, ESI and bonus)	Profit 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.	Profit Percentage to be considered to evaluate the Tenderer's offer [In Figure]	Profit 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.	TOTAL 01 YEARS PAYMENT DUE TO CONTRACTOR (subject to minimum wages modification as per change in law for item no 1 & 2) (Rounded Off)
A	B	C=(B*1096)*2	D	E	F=E*.1336	G=E*.0475	H=(3500*.0833)/26	I=E+F+G+H	J	K	L	M=(1+K/100)/2	N=C*M	
1	TICKET VENDING Agent	385	281820	Skilled	430	57.45	20.43	0	507.88		0.00		253.94	7,15,65,371.00
2	Supervisor	8	5856	Highly Skilled	467	62.39	22.18	0	551.57				275.79	16,15,026.00
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)	393	287676	Any Category	13	0	0	0	13	0	0	0	13	37,39,788.00

TOTAL 01 YEAR PAYMENT DUE TO CONTRACTOR (subject to minimum wages modification as per change in law for item no 1 & 2) In Figures

7,69,20,185.00

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.

**TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2**

COMMERCIAL BID: TICKET VENDING SERVICES TENDER [DMRC/TVS-01/2016 LOT-2]

NAME OF THE FIRM / COMPANY

BILL OF QUANTITIES (BOQ)

S/N	Description of item	Manpower Quantity (Per Day)	Unit of measurement – Four (4) Hours Shifts for 01 year	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%)	ESI Cont. (@ 4.75%)	Bonus (@ 8.33% over Rs.3500/-)	Daily minimum wages amount payable per shift (if workmen continues for applicable period making him eligible for PF, ESI and bonus)	Profit 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.	Profit Percentage to be considered to evaluate the Tenderer's offer [In Figure]	Profit 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.	TOTAL 01 YEARS PAYMENT DUE TO CONTRACTOR (subject to minimum wages modification as per change in law for item no 1 & 2) (Rounded Off)
	A	B	C=(B*366)*2	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)/2	N=C*M
1	TICKET VENDING Agent	156	114192	Skilled	430	57.45	20.43	0	507.88		0.00		253.94	2,89,97,916.00
2	Supervisor	3	2196	Highly Skilled	467	62.39	22.18	0	551.57				275.79	6,05,635.00
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)	159	116388	Any Category	13	0	0	0	13	0	0	0	13	15,13,044.00

TOTAL 01 YEAR PAYMENT DUE TO CONTRACTOR (subject to minimum wages modification as per change in law for item no 1 & 2) In Figures

3,11,16,595.00

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.

NOTE: -

Following conditions are applicable for DMRC/TVS-01/2016 LOT-1 & LOT-2 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 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 01 YEAR 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 of DMRC/TVS-01/2016 LOT-1 & LOT-2 .
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 Ticket Vending Services (DMRC/TVS-01/2016 LOT-1 & LOT-2) 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

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

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 _____ 2016 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. Ticket Vending Services (DMRC/TVS-01/2016 LOT-1 or DMRC/TVS-01/2016 LOT-2) 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

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

- d. Commercial Bid
- e. Tender Document
- f. Addendums, Reply to Query(s), if any
- g. General Conditions of Contract (June-2011 updated till Correction Slip No.6 dated 09.07.2015)
- h. Any other documents forming part of the contract.

3.0 Scope of Work

3.1 Contractor shall be required to execute the Ticket Vending Services with its own suitable uniformed and trained manpower with the specifications as determined by DMRC. The services may be required at the metro stations and other locations, as deemed fit, by DMRC. Brief of the required services, working requirement and area of deployment is detailed as under: -

3.1.1 Issuing Contactless Smart Tokens / Contactless Smart Cards from Ticket Office Machines (TOMs) / other authorized mediums installed at the stations / other locations of Delhi Metro. The personnel, so deployed, may be asked to perform associated / related works. They will be required to ensure cleanliness in and around their workplace.

3.1.2 The period of contract shall be for a period of 12 months (01 Year) [may be extended for a period of 24 months further (12 months, i.e. 01 year, at a time) after reviewing the performance of contractor every year].

3.1.3 The above services may be required in the following sections of Delhi Metro (as a whole or in part): -

Tender Number	LOT Number	Line	Section / Stations
DMRC/TVS-01/2016	Lot-1	Line-1	Dilshad Garden to Rithala of Rail Corridor (except Kashmere Gate Rail Corridor)
		Line-2	Samaypur Badli to Civil Lines and Udyog Bhawan to HUDA City Centre stations of Metro/Rail Corridor (except Chattarpur, Sultanpur & MG Road stations)
		Line-5	Satguru Ram Singh Marg, Inderlok (L-5), Punjabi Bagh, Rajdhani Park & Mundka stations of Rail Corridor
	Lot-2	Line-3&4	Yamuna Bank to NOIDA City Centre and Laxmi Nagar to Vaishali stations of Rail Corridor

3.1.4 During the 01 year contract period, the following services will be required for the individual lots: -

i) **DMRC/TVS-01/2016 Lot-1**

A total of 2,81,820 TVS Personnel Shifts of 4 hours each and 5,856 Supervisory Shifts of 4 hours each will be offered by DMRC i.e. for the provision of ticket vending services approx. 393 personnel per 8 hours shift per day would be required.

ii) **DMRC/TVS-01/2016 Lot-2**

A total of 1,14,192 TVS Personnel Shifts of 4 hours each and 2,196 Supervisory Shifts of 4 hours each will be offered by DMRC i.e. for the provision of ticket vending services approx. 159 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.

Besides above, the services may be required at any other section / location as determined by DMRC.

- 3.1.5 The man day (deployment) is for eight hours shift. However, Ticket Vending Services deployment may be carried out in four hours shift as well based on Operational requirement. The requirement of Ticket Vending Services Personnel and Supervisor shall be fixed by DMRC from time to time depending on the requirement / traffic pattern at different stations / locations of DMRC.
- 3.1.6 The contractor may be asked to provide additional trained and uniformed personnel at 1 day's notice.
- 3.1.7 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 and other statutory items as mentioned in Commercial Bid. The variation in the quantities under the contracts shall be limited to 25% of the total tendered quantities (4 hours shifts as mentioned at 3.1.4 above) for individual lots i.e. DMRC/TVS-01/2016 Lot-1 & DMRC/TVS-01/2016 Lot-2. The variation can be implemented anywhere in the network of DMRC.
- 3.1.8 The contractor may be asked to provide Customer Facilitation Services also viz.: -
- 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) Obtaining and recording different commuter services data.
 - v) Undertake fire fighting operations with available equipments and resources.
 - vi) Regulate parking of vehicles in parking lots and around designated areas of DMRC.
 - vii) Any other job as assigned by DMRC for the benefit or facilitation to commuters.
- 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.

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

By the said

_____ Name
on behalf of the contractor in
the presence of ;

_____ Name
on behalf of the Employer
in the presence of ;

Witness _____

Witness _____

Name _____

Name _____

Address _____

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 Ticket Vending Services (DMRC/TVS-01/2016 LOT-1 or DMRC/TVS-01/2016 LOT-2) 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.]

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

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) 2016 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

**DMRC/TVS-01/2016
LOT-1 & LOT-2**

TERMS & CONDITIONS OF THE CONTRACT

1.0 General

1.1 Login Card / Login ID

- DMRC will provide TOM working IDs (Log-In Cards) to the contactor or his authorized supervisor as per need ascertained by DMRC. The responsibility to keep its safe custody will be the borne by the contractor. If any loss / misuse of Login Card / IDs is done / found at any point of time during, even after the contract period is over, then recovery will be done accordingly along with levy of suitable penalty and the same shall be deducted from the monthly bills of the contractor. Refer S/N 9 & 13 of 13.1 of penalties below.
- 1.2 All necessary reports and other information, as required by DMRC, will be supplied immediately and regular meetings will be held with DMRC.
- 1.3 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by DMRC and shall not knowingly lend to any person or company any of the effects of DMRC under its control.
- 1.4 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. This clause does not apply to the information, which becomes public knowledge.
- 1.5 Cash of ticket vending staff can be checked by Station Staff or DMRC representatives during the course of duty.
- 1.6 During any urgency on written requisition of employer representative additional manpower shall be made available by the contractor for works/services not covered under the scope of work.
- 1.7 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. 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.

2.0 Deployment

The man day (deployment) is for eight hours shift. Services will, however, be required in 4 hours shift and thereafter in the multiple of 2 hours shift, generally any time from 05:00 hrs to 24:00 hrs of night. Timings of the shift are changeable and shall be fixed by DMRC from time to time depending upon the requirement / traffic pattern at different stations / locations of DMRC.

3.0 Contract Labour Appearance and Requirements

- 3.1 The Ticket Vending personnel and Supervisor shall dress in neat, clean and prescribed uniform with proper name badge prominently displayed.

- 3.2 The Ticket Vending personnel and Supervisor shall acquaint themselves with the station systems at respective Delhi Metro Stations / other installations.
- 3.3 The Ticket Vending Services personnel should be at least 12th Pass and the Supervisor should be at least Graduate.
- 3.4 The Character and Antecedents of all the Ticket Vending Personnel and Supervisors before being deployed in DMRC system, shall be got verified from the local police authorities. 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 Ticket Vending personnel 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 Ticket Vending personnel 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 Ticket Vending personnel supplied by the contractor for ticket vending services should be adequately trained in handling money transactions and well versed in operating the TOM (Ticket Office Machines) installed at metro stations. The speed/efficiency of each of the personnel supplied should be such that he is able to transact / attend to at least four passengers in the queue per minute duly issuing the proper tickets/tokens as requested by the passengers, charging them the exact fare as fixed by Delhi Metro, returning the exact amount of due balance money to the passengers and keeping the proper account of money so collected from the passengers.
- 4.4 Adequate supervision will be provided to ensure correct performance of the Ticket Vending 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 Ticket Vending Personnel, 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.
- 4.5 The Ticket Vending personnel 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 Metro Railways (Operations & Maintenance) Act, 2002 / Business Rules of DMRC.
- 4.6 The Ticket Vending personnel and Supervisor shall not accept any gratuity or reward in any shape or form from anybody.
- 4.7 All concerned personnel shall intimate / report any untoward incidents occurring in the station premises to the concerned authority immediately.
- 4.8 After completing the shift duty, all the personnel shall be required to submit duty report, along with transacted cash, balance media (exact number of contactless smart tokens, contactless smart cards or any other media), Shift Abstract Form, Imprest, etc., to the Station Controller/Controlling Office, as applicable, in the appropriate format / procedure as issued by DMRC.
- 5.0 Instructions to the Contractor**
- 5.1 If any damages / loss / theft etc. occurs in the Station premise / area under supervision due to personnel's 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) 14) 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), 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.

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

- 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. 01.01.2016 (tentative, subject to change) or later and the deployment would be carried out on gradual basis.
- 7.2 The period of contract shall be for a period of 12 months (01 Year) [may be extended for a period of 24 months further (12 months, i.e. 01 year, at a time) after reviewing the performance of contractor every year].

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 7th of every month by the contractor.
- 8.3 The Ticket Vending Services Personnel & 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 RPF, with an advice to RPF, 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 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 at / near TOM Counter	

TICKET VENDING SERVICES TENDER
DMRC/TVS-01/2016 LOT-1 & LOT-2

4.	Misbehavior and Poor Customer Support	Up to Rs.500/-
5.	Violation of Business Rules	
6.	Breach of Instructions	
7.	Public Complaint on any account	
8.	Absent, Late reporting, Leaving place of duty before scheduled Time or without informing on duty Station Controller	Rs.500/-
9.	Loss of Login ID / Card	
10.	Issue of Undervalue token (proved cases)	Rs.1,000/-
11.	Cash Mismatch during Inspection or Otherwise	
12.	Overcharging	
13.	Misuse of Login ID / Card	To be decided by Competent authority
14.	Violation of Terms & Conditions of Contract	
15.	Working at TOM with personal cash and indulgence in malpractices	
16.	Delay in payment of dues to any workmen (per day per workman)	Rs.100/- Per Day Per Workman
17.	Making payment in the absence of Principal Employer's representative (for each violated date) – for Cash payments only	Rs.10,000/-
18.	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 Ticket Vending Services Personnel 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 Security.
- 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