

DELHI METRO RAIL CORPORATION LIMITED

MASS RAPID TRANSPORT SYSTEM

TENDER 'DMRC-DEB-2017'

**CONSULTANCY SERVICES CONTRACT
IN CONNECTION WITH
TAXES AND DUTIES AGAINST CONTRACTS OF
SIGNALLING, TRACK ETC OF DMRC ON ACCOUNT OF
VARIOUS CONCESSIONS GRANTED BY GOVT. OF INDIA**

TENDER DOCUMENTS

**DELHI METRO RAIL CORPORATION LIMITED
Barakhamba Road, New Delhi - 110001, India**

DELHI METRO RAIL CORPORATION LIMITED
MASS RAPID TRANSPORT SYSTEM

TENDER 'DMRC-DEB-2017' – CONSULTANCY SERVICES CONTRACT IN CONNECTION WITH TAXES AND DUTIES AGAINST CONTRACTS OF DMRC SIGNALLING, TRACK ETC OF DMRC ON ACCOUNT OF VARIOUS CONCESSIONS GRANTED BY GOVT. OF INDIA.

TENDER DOCUMENTS

LIST OF CONTENTS

S.No	DESCRIPTION
1.	Notice Inviting Tender (NIT)
2.	Filter of Applicants-Check List
3.	Scope of Work and Other Terms and Conditions

DELHI METRO RAIL CORPORATION LIMITED
Barakhamba Road, New Delhi - 110001, India.

DELHI METRO RAIL CORPORATION LIMITED

MASS RAPID TRANSPORT SYSTEM

TENDER 'DMRC-DEB-2017'

NOTICE INVITING TENDER (NIT)

**DELHI METRO RAIL CORPORATION LIMITED
Barakhamba Road, New Delhi - 110001, India.**

NOTICE INVITING TENDER (NIT)

1.1 Delhi Metro Rail Corporation Ltd (DMRC) invites open e-tender for Consultancy services contract in connection with taxes and duties against various Contracts of DMRC Phase-III on account of various concessions granted by Govt. of India.

1.2 The tender documents will consist of the following:

- a. Notice Inviting Tender(NIT)
- b. Filter of applicants- Check List
- c. Scope of work and other Terms & Conditions

1.3 Completion period of work –

- i) Preparation of application for submission with the concerned authorities and Filing of application with DGFT & any other authorities : 30th Nov 2017
 - ii) Follow-up with DGFT & other authorities & reply to their queries
 - iii) DGFT's letter conveying approval of the due amount for the duty refund amount for admitted claims
 - iv) Follow-up with DGFT & any other authorities for release of approved duty refund amount for admitted claims
- } : To have continuous follow up till the approval letter of DGFT for release of funds is issued and funds due are released by DGFT.

1.4 The key details of tender are as per following:

Approximate cost of work	INR 100.0 Crore (Approx. Value of Tax Benefits)
Tender Security amount	INR 6.50 Lacs Validity of Tender Security in case of BG : 23.02.2018
Tender Document available for sale on website	From 28.08.2017 to 26.09.2017 (upto 15:00 hrs) on e-tendering website https://eprocure.gov.in/eprocure/app Tender document can be obtained from the e-tendering portal i.e. https://eprocure.gov.in/eprocure/app .
Cost of Tender Documents (Non-Refundable)	INR 23,600/- (inclusive of 18% GST) Non-Refundable (Demand Draft /Banker's cheque) in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.)

	Cost of tender documents i.e., D.D./Banker's cheque, in original, shall be accepted only up to 15:00 hours on 26.09.2017 in the office of GM/Contracts at below mentioned address.
Last date of Seeking Clarification	05.09.2017 (Upto 17:00 Hrs) (Queries from bidders after due date shall not be acknowledged)
Pre-bid Meeting	06.09.2017 at 11:00 Hrs
Last date of issuing addendum, if any	12.09.2017
Tender Submission Start Date and time	14.09.2017 from 11:00 Hrs.
Tender Submission End Date and time	26.09.2017 upto 15:00 Hrs.
Date & time of opening of Tender (Technical Bid)	27.09.2017 at 15:00 Hrs.
Authority and place for submission of tender cost & Tender Security (EMD), seeking clarifications on tender documents and pre bid meeting	GM/Contracts, Delhi Metro Rail Corporation Ltd. 5 th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001 Tel : 011-23415838

- 1.5 In case the 27.09.2017 happens to be holiday the bids will be opened on the next working day at the same time and at same place.
- 1.6 The contract shall be governed by the documents listed in Para 1.2 above.
- 1.7 The tenderer may obtain further information in respect of these documents from the Office of GM/Contracts, Delhi Metro Rail Corporation 5th Floor, A- Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001.
- 1.8 DMRC will issue Letter of Acceptance (LOA) to the successful tenderer. The LOA to the successful bidder shall be uploaded on procurement portal which can be downloaded by the successful bidder. The issue of LOA shall constitute a binding contract until signing of Contract Agreement and the successful tenderer shall commence the services immediately after issue of LOA.
- 1.9 At any time prior to the deadline for the submission of tender, DMRC can for any reason, modify tender documents by an amendment with minimum three days' notice period.
- 1.10 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal

1.11 Submission of Tenders

- 1.11.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender (i.e. 'Technical Package' and 'Financial Package') online on e-tendering portal <https://eprocure.gov.in/eprocure/app> and shall submit 'Tender Security' and 'Cost of Tender Documents' in original (in physical form) in the office of GM/Contracts as described below.
- 1.11.2 The Tenderer shall upload the following documents duly completed in the 'Technical Package' of Tender submission:
- a) Copy of Power of Attorney (POA) in favour of authorized signatory duly supported by Board resolution, MOA, AOA or Partnership Deed as the case may be.
 - b) Copy of DD/Banker's Cheque for cost of tender documents and copy of DD/Banker's Cheque/Bank Guarantee/FDR for tender security.
 - c) Filter of applicants-Check List
 - d) Documents required as per Eligibility Criteria
 - e) Form of declaration for non-engagement of any agent, middleman or intermediary as per annexure 'B'.
 - f) Undertaking as per annexure 'E'.
- 1.11.3 The Tenderer shall also upload 'Financial Package' online on e-tendering portal.
- 1.11.4 Tenders shall be uploaded online on <http://eprocure.gov.in/eprocure/app> at stipulated date and time provided in NIT. The Employer cannot take any cognizance and shall not be responsible for any delay in submission/ uploading of Tender. The Tenderer shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online.
- 1.11.5 Only 'Tender Security' and 'Cost of Tender Document' shall be submitted in originals (in physical form) as per schedule and address mentioned in the Clause 1.4 of NIT.
- 1.11.6 The tenderer shall seal the 'Cost of Tender Documents' in an envelope, bearing the following identification for cost of tender document:

"COST OF TENDER DOCUMENTS",

Tender Reference No. –"Contract: DMRC-DEB-2017.

Name and address of the Tenderer

- 1.11.7 The tenderer shall seal the 'Tender Security' in an envelope, bearing the following identification for Tender Security (EMD):

"TENDER SECURITY",

Tender Reference No. "Contract: DMRC-DEB-2017

Name and address of the Tenderer

- 1.11.8 'Tender Security' and 'Cost of Tender Document' submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.
- 1.11.9 DMRC will not be responsible for delay, loss or non-receipt of 'Tender Security' and 'Cost of Tender Document' sent by post / courier.
- 1.11.10 DMRC shall not be responsible for 'Tender Security' and 'Cost of Tender Document' delivered to any other place / person in DMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.
- 1.11.11 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 1.11.12 Tenders sent telegraphically or through other means of transmission (telefax etc.) shall be treated as invalid and shall stand rejected.

Note: Incomplete offers, not accompanying the supporting documents, as above, shall be summarily rejected. It is therefore necessary that the tenderer ensures that their offer is complete in all respects and contains all documents mentioned under a, b, c, d, e, f&g including supporting documents. No opportunity to submit the documents shall be given after opening of the tender.

- 1.12 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause 30 "Instructions to Bidders" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.13 The intending tenderers must be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.14 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid **class-II** or **class-III** digital signature. The tender document can only be downloaded from e-tendering portal using class-II or class-III digital signature. However, the tenderer shall upload their tender on <https://eprocure.gov.in/eprocure/app> using class-II or class-III digital signature of the authorized signatory only.
- 1.15 Tender submissions shall be done online on <https://eprocure.gov.in/eprocure/app> after uploading the mandatory scanned documents towards cost of tender documents (in the form of Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India) and towards Tender Security (in the form of Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque or FDR from a Scheduled commercial bank based in India) and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 1.16 Submission of Tenders shall be closed on e-tendering website of DMRC at the date & time of submission prescribed in NIT after which no tender can be uploaded.

It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on e-tendering website <https://eprocure.gov.in/eprocure/app> before the deadline of submission. DMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

- 1.17 Tenders shall be valid for a period of **90 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tender and shall be accompanied with a tender security of the requisite amount as per clause C21 of ITB.
- 1.18 Tenderers are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- 1.19 For any complaint tenderer may contact CVO, DMRC at 1st floor A-wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, Tel: 011-23418406, Email: cvodmrc@gmail.com.

GM/Contracts
Delhi Metro Rail Corporation Limited

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462,

0120-4001002. E-Mail: ccppp-nic[at]nic[dot]in.

DELHI METRO RAIL CORPORATION LIMITED

MASS RAPID TRANSPORT SYSTEM

TENDER 'DMRC-DEB-2017'

FILTER OF APPLICANTS - CHECKLIST

**DELHI METRO RAIL CORPORATION LIMITED
Barakhamba Road, New Delhi - 110001, India.**

FILTER OF APPLICANTS - CHECKLIST

Name of Applicant:

S. No.	Description of documents/certificates to be submitted along with tender documents	Yes	No
1	Tender Security for INR 6,50,000.00(INR Six Lakh Fifty Thousand only) in the approved form enclosed as Annexure 'A' or any other form approved by the Employer.		
2	Documents complete specifically mentioned under clause 2.4, 2.5.1 as per Eligibility Criteria including supporting documents for each criteria.		
3	Form of declaration for non-engagement of any agent, middleman or intermediary as per annexure 'B'.		
4	Undertaking as per Annexure 'E'		
5	One set of complete Tender documents, signed and stamped on right hand bottom corner of each page.		
6	Completed Pricing Document including the Tender Total as per Annexure 'D'.		
7	Has the applicant abandoned any work in the last ten(10) years.		
8	Has any consultancy work been terminated by the employer for non-performance of the contractor.		
9	Has the Applicant ever been debarred by Government of India/any State Government in India/Central or State Government undertaking as on the due date of submission of bid?		

- Note :** 1. A "NO" answer to any question 1, 2, 3, 4, 5 or 6 will disqualify the Applicant.
2. A "YES" answer to any question 7, 8 or 9 will disqualify the Applicant.

SIGNATURE OF TENDERER

DELHI METRO RAIL CORPORATION LIMITED
MASS RAPID TRANSPORT SYSTEM

TENDER 'DMRC-DEB-2017'

SCOPE OF WORK AND OTHER
TERMS AND CONDITIONS

DELHI METRO RAIL CORPORATION LIMITED
Barakhamba Road, New Delhi - 110001, India

1.0 INTRODUCTION

Delhi Metro Rail Corporation Ltd. (DMRC) is a joint venture of Government of India and Govt. of Delhi and is engaged primarily in the business of construction and operation of Metro Rail Services in Delhi. DMRC intends to get services for refund of taxes and duties available on Metro Rail Projects on account of concessions granted by Government of India for the various Contracts of DMRC Phase III projects.

2.0 ELIGIBILITY CRITERIA

2.1 The tenderers will be qualified only if they have successfully completed work(s) during last 7 years ending last day of the month previous to the month of tender submission as given below:

(i) At least one "similar work"*** of value of Rs**80.00** crores or more.

OR

(ii) Two "similar works" **each of value of Rs. **50.00** crores or more.

OR

(iii) Three "similar works"***each of value of Rs. **40.00** crores or more.

**** "Similar work" for this contract shall be realization of deemed export incentives towards taxes and duties under the provision of Foreign Trade Policy.**

2.2 The Bidder should have specialized knowledge of Central Excise/custom duty/foreign trade policy provisions for preparation of required documents and other formalities for claiming incentives towards taxes and duties and should have adequate qualified staff.

2.3 Average Annual financial turnover, during the last four consecutive financial years from the consultancy services of Deemed Export Benefits for refund of taxes and duties under provisions of Foreign Trade Policy of the bidder should not be less than INR 100 lacs.

2.4 Documents to be submitted along with tender in support of clause 2.1 and 2.3.

(i) Audited financial report for the last four financial years

(ii) In addition to above, a certificate from Chartered Accountant clearly stating the income from consultancy service as shown in the annual accounts, which includes INR-----lacs for Deemed Export Benefits for refund of taxes and duties under provisions of Foreign Trade Policy during last four financial years.

- All the documents shall be self-certified by authorized representative of the bidder and stamped.

- Bidders to note that in case of submission of any wrong information, the offer shall be summarily rejected.
- (iii) The Client Certificate and income tax TDS Certificate issued by the client for the experience mentioned at para 2.1 above.

Note:

1. Non-submission of any of the above documents with the tender will result in disqualification of the tender. Incomplete offers, not accompanying the supporting documents, as above, shall be summarily rejected. It is therefore necessary that the tenderer stake utmost care to ensure that their offer is complete in all respect & contains all documents including supporting documents **specifically** mentioned under clause 2.4.
2. To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile, but no change in the price of substance of the tender shall be sought, offered or permitted. The Employer may call for a meeting with the tenderers in this regard. The minutes of the meeting, if held, with any bidder shall be recorded and acknowledgement obtained from the concerned bidder.

3.0 INTENT OF BID

The bidder will have to perform including but not limited to the following work to arrange for refunds of duties and taxes on DMRC projects on account of various provisions under Government of India available to similar projects.

4.0 SCOPE OF WORK

A detailed scope of work for claiming of identified benefits with the concerned authorities has been outlined below:

- Advice on documentation and formats as per Foreign Trade Policy, 2009-2014 and Hand Book of procedures 2009-2014 or any other policy/hand book relevant in the execution of contract;
- Arranging the base documents required to be filed along with the application;
- Identifying the list of documents required from the Vendor's and preparing the formats thereof;
- Assistance in follow-up with the various Contractors/Sub-contractors/Vendors and sub-vendors for all the relevant documents/information;
- Assistance in collection and review of the above documents required to be filed along with the application with the concerned authorities;

- Preparation and filing of application with relevant authorities within the prescribed time-limit and to avoid any application from getting time barred and follow-up till refund is obtained;
- Submission of Duty refund application with relevant authorities;
- Assistance in collection and submission of additional documents (if any) required by the authorities;
- Assistance in preparation of reply to queries raised by the authorities in relation to the application filed for claiming the deemed export benefits;
- Regular follow-up with the concerned department; and
- Regular status updates during the process of claiming

The above management of the project would ensure that the applications are processed expeditiously and that any possible issues/objections that may arise are resolved efficiently.

5.0 ORGANIZATION AND STAFFING

Bidder should have consistently, during the last two years, adequate qualified personnel on roll of the firm having specialized knowledge of Central Excise/custom duty/ foreign trade policy provisions for preparation of required documents and other formalities for claiming incentives towards taxes for collection and compilation of requisite documents, to complete the work within stipulated time frame. Firm/consultant should have office space, facilities and other required amenities for successful and timely completion of the assignment. DMRC shall not provide such facilities to the contractor.

6.0 INSTRUCTIONS TO THE BIDDERS

i) Bidder shall furnish various information pertaining to required services in his offer along with his price quote. The bidder shall submit a declaration along with this bid stating, "We declare and certify that for submission of this Tender, no agent, middleman or any intermediary has been or will be engaged to provide any services or any other work related to 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".

The bidder may raise queries on the Tender documents within 2 days of issue of the tender which will be replied in a day's time. Queries can only be raised in writing.

ii) Bids shall be submitted in a sealed envelope at the due date and time as specified in the NIT.

7.0 VALIDITY OFFER

The offer shall be kept valid for 90 days from the latest date of submission of tenders.

8.0 PRICES

The Bidder/consultant shall quote prices on success fee basis as per the 'PRICING DOCUMENT' enclosed as 'Annexure 'D''. The rates shall be quoted in the PDF file uploaded on the e-tendering website. The tenderer shall download the PDF file and after quoting their rates upload the same accordingly. **The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.** These prices should include all costs associated with the contract. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Tender Document. The price i.e. the success fees for scope of work shall be in percentage of the tax incentives realized as refund of duties and taxes by DMRC and shall be inclusive of all incidental expenses of Bidder/consultant's personnel and including all taxes and duties as applicable. Please note that nothing extra shall be paid over and above the contract price. All statutory fees, duties etc., if applicable, for filing of the refund claims, would also be borne by the consultant.

9.0 TERMS OF PAYMENT

- (i) Payment for scope of work shall be released to the Bidder/consultant within 28 days after actual realization of the excise/custom duty/ other incentives to DMRC after raising of invoice/bills by the contractor in prescribed manner.
- (ii) The Applicant must be registered with Goods & Service Tax in India. Necessary Registration Certificate should be enclosed in support of registrations.
- (iii) Applicable Income Tax/ GST-TDS/ others as applicable will be deducted from the payment of considerations.

10.0 RESPONSIBILITIES AFTER REALIZATION

The Bidder/consultant shall promptly reply to the notices/observations/ objections/clarifications issued by govt. of India within one year of realization of tax incentive, pertaining to this work.

11.0 CONTRACT PERIOD

The contract period is one year from the date of issue of Letter of Acceptance. The period may get extended on same terms and conditions based on status of realization of duty amounts.

Completion period of work –

- | | |
|--|--|
| <ul style="list-style-type: none"> i) Preparation of application for submission with the concerned authorities and Filing of application with DGFT & any other authorities | : 30 th Nov 2017 |
| <ul style="list-style-type: none"> ii) Follow-up with DGFT & other authorities & reply to their queries iii) DGFT's letter conveying approval of the due amount for the duty refund amount for admitted claims iv) Follow-up with DGFT & any other authorities for release of approved duty refund amount for admitted claims | : To have continuous follow up till the approval letter of DGFT for release of funds is issued and funds due are released by DGFT. |

12.0 EVALUATION OF BID

Evaluation of technical Bid will be carried out first

- 12.1 Evaluation of Eligibility criteria as per clause 2.0 will be done based on information / document furnished by the bidder. In case the bidder fails to meet any of the requirements under clause 2.0, the bid will be considered as technically not suitable and the financial offer of such tenderer shall not be opened.
- 12.2 Financial bid of only technically suitable bidder will be opened. Bidder, whose bid is found technically suitable, will be informed, through e-tendering portal, to attend the opening of Financial bid.

13.0 Tender Security

- 13.1 Tender Security either in the form of a Bank Guarantee from a scheduled Indian bank in India acceptable to the Employer or a Banker's Cheque in favour of "Delhi Metro Rail Corporation Limited" and payable in New Delhi, of FDR duly pledged in favour of "Delhi Metro Rail Corporation Limited" for an amount of INR 6,50,000.00 (INR Six Lakh Fifty Thousand only). The Tender Security shall be in the enclosed form at Annexure 'A'.
- 13.2 Any Tender not accompanied by an acceptable Tender Security will be rejected by the Employer as non-responsive

- (i) The Tender Security of the successful Tenderer shall be returned upon the signing of the Contract Agreement after the receipt by the Employer of the Performance Guarantee.
- (ii) The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.

13.3 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer fails to withdraw conditions, qualifications, deviations etc. proposed by him at the price of withdrawal given in his tender; or
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Guarantee within the time specified by the Employer.

14.0 DMRC will not respond to the bidder on the mode of evaluation etc. DMRC decision in this regards will be final.

15.0 No bidder will be allowed to submit any additional document after bid submission. All evaluations will be carried out based on information provided by the bidder. However DMRC can seek clarification on the submission made by the bidder.

16.0 Performance Security Amount

Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security either in the form of a Bank Guarantee from a scheduled Indian bank in India acceptable to the Employer or a Banker's Cheque in favour of "Delhi Metro Rail Corporation Limited" and payable in New Delhi, for an amount of 10% of contract value i.e. accepted consultancy charges. If submitted in the form of Bank Guarantee, it shall be exactly as per the enclosed form 'Annexure 'C'.

Performance security amount shall be released after the DGFT's letter conveying approval of the due amount is received at DMRC and full amount due is credited in DMRC account.

17.0 Entitled Amount for DMRC

If the contractor fails to file the application by 30th Nov 2017 with statutory authorities for claiming the deemed export benefits, any loss suffered by DMRC on account of late filing of claims with the concerned authorities, shall, at the sole

discretion of the Engineer will be considered as "Entitled Amount" for DMRC to recover from the payable amounts to the contractor or by invoking the Performance security.

18.0 Failure to file application with DGFT by 30th Nov 2017

This being a consultancy contract for claiming of deemed export benefit. It is incumbent upon the tenderer that he will be wholly and solely responsible for successful achievement of the milestone crucial to claim deemed export benefits. One of the milestones in this work is filing of DMRC's application with DGFT for claiming the benefit under deemed export benefit. The contractors shall be wholly and solely responsible to get various documents, information, data etc. from various contractors/vendors/DMRC for filing of the application with DGFT for claiming deemed export benefit and DMRC shall by no means be responsible for the above activity.

Keeping in view that the claim of DMRC will become null and void after 30th November 2017, tenderer may have to mobilize his resources at various places in India so as to file the application to claim deemed export benefit by 30th Nov 2017. Failure to file the application with DGFT to claim DEB benefits by the above date will result in cancellation of the contract. No representation, whatsoever in this regard, given by the tenderer for delay in filing the application with DGFT will be accepted. In case of dispute, the decision of the Engineer shall be final and binding. The deadline of 30th Nov 2017 has been fixed keeping DMRC's interest as super most so that DMRC has reasonable period at their disposal to take alternative course of action for claiming the deemed export benefit.

19.0 GENERAL CONDITIONS OF CONTRACT

19.1 DEDUCTION OF INCOME TAX AT SOURCE (As per provisions of IT Act)

Unless exemption certificate from the competent income tax authorities is furnished and accepted by DMRC, income tax deduction will be made at source from each payment at applicable rates, as per rules in force. A consolidated statement of such deductions made will be furnished by DMRC to the Bidder/consultant.

19.2 Termination of the Contract

19.2.1 If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

19.2.2 Termination Of Contract Due To Contractor's Default

19.2.2.1 The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a) fails to file the application with DGFT by 30th Nov 2017
- b) fails to comply with a notice under Sub clause 19.2.1
- c) abandons or repudiates the Contract
- d) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
- e) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
- f) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- g) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
- h) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
- i) fails to take steps to employ competent and/or additional staff and labour, or
- j) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or
- k) indulges in corrupt or fraudulent practices.

19.2.2.2 In any one of these events or circumstances, the Employer may upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (f) or (k), the Employer may by notice of 7 days terminate the Contract immediately.

19.2.2.3 For the purpose of sub para (d) above, this clause, reasonable excuse shall be one, which in the opinion of the Engineer has resulted from, Any Circumstance which

- is beyond the employer's or contractor's control and
- made the failure unavoidable and it is evidenced by the Contractor to the satisfaction of the Engineer that the failure was remedied without unreasonable delay once that obstacle was out of the way.

19.2.2.4 The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

19.2.2.5 On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership Bidder, then every member/partner of such JV or partnership Bidder shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership Bidder.

The Engineer shall not make a claim under the Performance Security

- 19.2.2.6** except for "Entitled Amounts" for which DMRC is eligible under the contract (Not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer may claim the full amount of the Performance Security.
 - ii) Failure by the contractor to pay DMRC any amount due, either as agreed by the contractor or determined under any or the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii) The contractor being determined or rescinded under provision of the GCC the Performance Security shall be forfeited in full and shall be absolutely at the disposal of the DMRC.
- 19.2.2.7** The Engineer shall, as soon as possible after termination under Sub-Clause 19.2.2.1, determine and advise the Contractor of the value of the Construction and/or Manufacture Documents, Plant, DMRC-DEB-2017, Materials, Contractor's Equipment and works and all sums then due to the Contractor as at the date of termination.
- 19.2.2.8** After termination under Sub-Clause 19.2.2.1, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.
- The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-Clause 19.2.2.7. If there are no such extra costs, the Employer shall pay any balance to the Contractor.
- 18.2.2.9** Provided always that in case any of the powers conferred upon the Employer by Sub-clause 19.2.1 and Sub-clause 19.2.2.1 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

19.3 ARBITRATION & COURT JURISDICTION

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences arising between the parties arising of consultancy services or effect of the contract or the breach thereof shall be referred to Arbitration in

accordance with the Indian Arbitration and Reconciliation Act 1996 through the process as follows:

- a) Arbitration Board will consist of three Arbitrators from the panel selected by the employer. The contractor may select one, employer will select the other and the two together will select the third from the same panel.
- b) The cost of arbitration to be shared equally by the contractor and employer
- c) Arbitration award accepted by both parties will become binding to all

In case of dispute, differences are not resolved through Arbitration, both parties can move the Delhi High Court to resolve the same.

19.4 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS

All the documents prepared by the Bidder/consultant covered under this assignment shall be the property of DMRC who may use such documents either directly or indirectly and be entitled to carry out the additional or similar works without the consent of Bidder/consultant and with no liability to the Bidder/consultant thereof.

19.5 BIDDER/CONSULTANT AND ITS EMPLOYEES TO OBSERVE LOCAL REGULATIONS

The Bidder/consultant and their employees shall observe all regulations including security arrangements in force at the site and to any special directions affecting the local administration issued by DMRC or his duly authorized representative. It shall be the Bidder/consultant's responsibility to notify his employees accordingly.

19.6 INSOLVENCY AND BREACH OF CONTRACT

The DMRC may at any time, by notice in writing, summarily terminate the contract without compensation to the Bidder/consultant in any of the following events, that is to say:

i) If the Bidder/consultant being a Bidder wound up voluntarily or by the order of a court, a Receiver, Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances shall have arisen which entitle the court or Debenture holders appoint a Receiver, Liquidator or Manager.

ii) If the Bidder/consultant commits any breach of the contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to DMRC. DMRC is thereby put to and the Bidder/consultant shall under no circumstances be entitled to any gain or re-contract.

19.7 LIABILITY OF BIDDER/CONSULTANT FOR TAX ETC.

All kind of tax, including income tax, levies, duties etc. (inclusive of service tax) are included in the contract fees and are the sole liability of Bidder/consultant. Contract fee also include all incidental expenses, insurance etc. that Bidder/consultant may incur in the course of the service in accordance with the agreement.

19.8 CONTROLLING LAWS

The right and obligations of the DMRC and Bidder/consultant shall be governed by control of laws of the Republic of India. In the execution of the agreement, Bidder/consultant agrees to comply with all requirements of any Indian laws as may be applicable to this contract.

19.9 MODE OF COMMUNICATION

All communication between the DMRC, after signing of contract agreement, relating to the project execution shall be addressed as follows unless otherwise modified in writing:

CE/Track-II (DMRC-DEB-2017)
8, Jantar Mantar Road,
New Delhi –110 001

19.10 IDEMNIFIED

Consultant shall be liable to be indemnified to the owner for any loss to his negligence/fault.

19.11 DMRC may at any point of time cancel this tender without assigning any reason.