



DELHI METRO RAIL CORPORATION LIMITED

**SUPPLY OF SECURITY PERSONNEL FOR CORPORATE OFFICE AT METRO
BHAWAN, OTHER OFFICES AND PERMICES OF DMRC**

(TENDER NO.: SEC/2011)

TENDER DOCUMENT

**VOLUME 1
NOTICE INVITING TENDER
INSTRUCTION TO TENDERERS
GENERAL CONDITIONS OF CONTRACT**

(Issued to M/s.)

**DELHI METRO RAIL CORPORATION LTD.
3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi –110 001**

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SECTION - I

NOTICE INVITING TENDER

1.1 GENERAL

1.1.1 Name of Work: Delhi Metro Rail Corporation (DMRC) Ltd. invites sealed tenders from the eligible manpower outsourcing firms, who fulfil eligibility criteria as stipulated in clause 1.1.3 of NIT, for the work, **“SUPPLY OF SECURITY PERSONEL FOR CORPORATE OFFICE AT METRO BHAWAN, OTHER OFFICES AND PERMICES OF DMRC”** as per the scope of the work and terms & conditions set out in the tender document.

1.1.2 Key details :

Earnest Money Deposit	Rs.2,00,000/-
Contract Period	02 Years
Tender documents on sale	From 14/02/2011 to 24/02/2011 (between 09:00 Hrs to 17:30 Hrs) on working days
Cost of Tender documents	Rs. 10,500/- (inclusive of 5% DVAT)
Date & time of Submission of Tender	04/03/2011 (up to 15.00 hrs)
Date & time of opening of Tender	04/03/2011 at 15:30 hrs
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents	Company Secretary, Delhi Metro Rail Corporation, 3 rd floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001 [Tele No. 011-234183039 Fax No. 011-23417921]

1.1.3 ELIGIBILITY CRITERIA :

1.1.3.1 Eligible Tenderers :

- i. The tenders for this contract will be considered only from those firms (proprietorship firms, partnerships firms, companies, corporations), who meet requisite eligibility criteria prescribed in the sub-clauses of clause 1.1.3 of NIT.

- ii. Tenderers shall not have a conflict of interest. The Tenderers found to have a conflict of interest in this tender process shall be disqualified. Tenderers shall be considered to have a conflict of interest, if:

(a) Submit more than one tender for the work.

(b) If tenderers in two different tenders have controlling shareholders in common.

- iii. A firm, who has purchased the tender document in their name, can submit the tender as an individual firm only. Tender from Joint Ventures/Consortiums of firms is not allowed.

- iv. The Tenderer must not have been blacklisted or deregistered by any central / state government department or public sector undertaking and no work of the tenderer must have been terminated by client after award of contract, during last 10 years.

1.1.3.2 Minimum Eligibility Criteria :

- i. **Similar Work Experience:** The tenderers will be qualified only if they have similar work experience i.e. **“Outsourcing of Security Personnel to reputed clients”** during last three years ending **30.12.2010** as given below :

(a) At least one work for outsourcing of minimum **100 nos.** Security Personal for a minimum period of one year with annual fee \geq **Rs.75 Lakh** (excluding service tax), or

(b) At least two works for outsourcing of minimum **60 nos.** Security Personal for a minimum period of one year with annual fee \geq **Rs.45 Lakh** (excluding service tax), or

(c) At least three works for outsourcing of minimum **40 nos.** manpower for a minimum period of one year with annual fee \geq **Rs.30 Lakh** (excluding service tax)

Notes:

- The tenderer shall submit details of similar work experience in the Performa of **Annexure-1** along with documentary proof such as client's certificates clearly indicating the required details as numbers of different categories of Security Personal, Gunman supplied, commencement and actual completion date and contract amount payable etc. In addition they will be required to submit list showing name & address, category of manpower supplied and ESI, PF & Service Tax challans in support of his work experience. **The offers submitted without this documentary proof shall not be evaluated.**
- ii. **Financial Standing:** The tenderers will be qualified only if their average annual turnover over last three audited financial years from 'manpower supply' is \geq **Rs. One Crore**

Notes :

- Financial data for last three audited financial years has to be submitted by the tenderer in **Annexure-2** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. 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 not been audited so far'. In such a case the financial data of previous '3' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non-responsive.

iii. **PF & ESI Registration:** The tenderers will be qualified only if they are registered with PF and ESI authorities. They have to submit attested copy of the certificate of registrations with PF and ESI authorities

1.1.3.3 The tender submission of tenderers, who do not qualify the eligibility criteria stipulated in the clauses 1.1.3.1 to 1.1.3.2 above, shall not be considered for further evaluation and therefore their tenders will be rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.1 to 1.1.3.2 shall not imply that his bid shall automatically be accepted. The same should contain all documents / data as required for consideration of tender prescribed in the ITT.

1.1.4 Tender documents consists of following :

Volume-1

- Notice Inviting Tender (NIT)
- Scope of work
- Instructions to Tenderers (ITT)
- General Conditions of Contract (GCC)

Volume-2

- Bill of Quantities (BOQ)
- Form of Tender

1.1.5 Tenderers are hereby cautioned that tenders containing any material deviation or reservations shall be considered as non-responsive and liable to be rejected.

1.1.6 **Late tenders (received after due date and time of submission of bid) shall not be accepted under any circumstances.**

1.1.7 Tenders shall be valid for a period of **90 days** from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount, validity period and form as prescribed in clause 3.14 of Instructions to Tenderers.

1.1.8 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons, the tenderer shall not have any cause of action or claim against the DMRC for rejection of his proposal.

Company Secretary
Delhi Metro Rail Corporation Ltd.

SECTION - II

SCOPE OF WORK

2.1 GENERAL:

Delhi Metro Rail Corporation Ltd (DMRC) has its head quarter located in Metro Bhawan, Fire Brigade Lane, and Barakhamba Road, New Delhi-110001. DMRC will be outsourcing the Security Guards requirements in various categories mainly for its offices located in Metro Bhawan and also for various other offices and Premises of DMRC located in different parts of Delhi.

2.2 WORK CONTENT:

The contractor is required to supply Security Personnel of categories i.e. Security Guard and Gunman provided in the Bill of Quantities. However, actual numbers of category wise requirement of the manpower may vary from time to time and the contractor has to supply the Security Personnel as per actual requirement to be intimated to him. The contractor shall be responsible for management of the manpower supplied by him including arranging timely arrival at duty place, punctuality, payments to the manpower in compliance with statutory requirements and other terms & conditions of the contract.

SECTION - III
INSTRUCTIONS TO TENDERERS

- 3.1 Delhi Metro Rail Corporation (DMRC) Ltd. invites sealed tenders from the eligible firms for the work, **“SUPPLY OF SECURITY PERSONNEL FOR CORPORATE OFFICE AT METRO BHAWAN, OTHER OFFICES AND PREMISES OF DMRC”** as per the scope of the work and terms & conditions set out in the Tender Document along with its Annexure, Appendices, Addenda and errata, if any.
- 3.2 Key relevant information and address for purchase of documents, correspondence and submission of Tender are provided in NIT. More details are as follows:
- a. Tender will be accepted in the office of **Company Secretary**, DMRC, 3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001, Tele No. 011-23418309, Fax No. 011-23417921 as per time and date of opening of tender given in Para 1.1.2 of NIT.
 - b. Period for which the tender is to be kept valid is **90 days** from the last date of submission of Tender.
 - c. Date of **‘commencement’** of work (Form A) will be as indicated in the ‘letter of acceptance’.
 - d. Period of **‘completion’** of the job as indicated in Para 1.1.2 of NIT is from the ‘date of commencement’.
- 3.3 The tenders for this contract will be considered only from those firms (proprietorship firms, partnerships firms, companies, corporations), who meet requisite eligibility criteria prescribed in the sub-clauses of clause 1.1.3 of NIT. *The tender form is non-transferrable.* A firm shall submit only one tender.
- 3.4 All tenders submitted shall include the following information:**
- 3.4.1 *EMD* in separate sealed envelop in prescribed form for required amount and validity period.
 - 3.4.2 The tender documents (original) issued to the tenderer including addendums if any, shall be submitted with duly filled (financial offer) and signed on each page as token of having read the conditions and acceptance thereof.
 - 3.4.3 The tenderer shall submit with his tender, details of his ownership and control i.e. Attested/Notarized copy of Affidavit for Sole Proprietorship / Partnership deed / Memorandum & Articles of Association etc.
 - 3.4.4 The tenderers shall submit a written power of attorney of the signatory of the tender on behalf of the tenderer. In case of the firm registered outside India, the power of attorney and board resolutions confirming authority on the persons issuing the power of attorney for tender signatory, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy / High Commission. ***The signature of Attorney Holder should also be attested in the document.***

- 3.4.5 Cancellation, modification or creation of a document such as power of attorney, partnership deed, constitution of firm etc., which may have bearing on the tender / contract, shall be communicated forthwith in writing by the tenderer to the Company Secretary and the Employer.
- 3.4.6 The Tenderer should confirm and declare in the tender submittal that they, or any associate, have not engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.
- 3.4.7 In addition to above, following documents will be required to be submitted by the tenderer for evaluation of eligibility:
- a. Details of similar work experience in the Performa of **Annexure-1** along with client's certificates and other documents as per clause of 1.1.3.2 (i) NIT.
 - b. Financial Data in the Performa of **Annexure-2** duly certified by Chartered Accountant along with audited financial statements and other documents as per clause of 1.1.3.2 (ii) NIT.
 - c. Attested copy of certificates of Registration with PF and ESI authorities as per clause of 1.1.3.2 (iii) NIT.

3.5 COST OF TENDERING

The tenderer shall bear all costs associated with the preparation and submission of his tender.

3.6 WORK SITE

- 3.6.1 Any work site information given in this tender document is for reference only. The tenderer is advised to visit and examine the work site and its surroundings at his/their cost and obtain all information that may be necessary for pricing the tender and entering into a contract.
- 3.6.2 The tenderer shall be deemed to have inspected the work site and its surroundings beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.

3.7 CONTENTS OF TENDER DOCUMENTS

The tenderer is expected to examine carefully all the contents of the tender document including instructions, terms & conditions etc. and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's risk. Tenders, who are not responsive to the requirements of the tender documents, are liable to be rejected.

3.8 CLARIFICATION ON TENDER DOCUMENTS

- 3.8.1 While all efforts have been made to avoid errors in the drafting of the tender document, the tenderer is advised to check the same carefully and seek clarifications within scheduled period. No claim on account of any errors detected in the tender documents shall be entertained.

3.8.2 A tenderer requiring any clarification of the tender documents including any error or mismatch in the tender documents, may notify the Company Secretary in writing or fax or mail at his mailing address indicated in NIT. The DMRC will respond in writing to any request for clarification received in writing from tenderers prior to dead line. Written copies of his response will be sent to all prospective tenderers who have purchased the tender documents.

3.9 AMENDMENT TO TENDER DOCUMENTS

At any time prior to the deadline for the submission of tenders, the Employer may, correspond for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment. The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, to reach them 1 day prior to the deadline for the submission of tenders. This communication will be in writing or by telefax and the same shall be binding upon them and the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Employer may, at his discretion, extend the deadline for the submission of tenders.

3.10 LANGUAGE OF TENDER

The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be in the English language.

3.11 DOCUMENTS COMPRISING THE TENDER

The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, submit his Tender in two packages as listed below:

3.11.1 **TECHNICAL PACKAGE:** The technical package, clearly labeled as “TECHNICAL PACKAGE”, shall comprise the followings:

- a. **Tender Security** in original in a separate sealed envelope.
- b. Tender document (Volume-1) and Addendums issued subsequently **with each page duly signed and stamped.**
- c. Details of his **ownership and control** i.e. Attested/Notarized copy of Affidavit for Sole Proprietorship / Partnership deed / Memorandum & Articles of Association etc.
- d. Attested copy of written **Power of Attorney** (POA) in favour of the tender signatory on behalf of the tenderer.
- e. Documents for qualification of eligibility criteria :
 - (i) Details of similar work experience in the Performa of **Annexure-1** along with client's certificates and other documents as per clause of 1.1.3.2 NIT.
 - (ii) Financial Data in the Performa of **Annexure-2** duly certified by Chartered Accountant along with audited financial statements and other documents as per clause of 1.1.3.3 NIT.

(iii) Attested copy of certificates of Registration with PF and ESI authorities.

3.11.2 **FINANCIAL PACKAGE:** The financial package, clearly labeled as “FINANCIAL PACKAGE” will contain the following:

- a. Bill of Quantities
- b. Form of tender.

3.12 TENDER PRICES

3.12.1 The Contract shall be for the whole work as described in Bill of Quantities. The tenderer shall fill in rates and prices for all sub-items of works described in the financial offer. Corrections if any shall be made by crossing out, initialing, dating and rewriting. The tenderer is required to quote his rates taking into account all the terms and conditions of the tender document.

3.12.2 The tenderer should quote his rates inclusive of all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the tenderer, overheads etc. **except Service Tax** which shall be paid by DMRC on actuals.

3.12.3 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

3.13 TENDER VALIDITY

3.13.1 The tender shall remain valid and open for acceptance for a period of **90 days** from the Last date of submission of tender as indicated in NIT.

3.13.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the tenderers for a specified extension in the period of validity in writing or by Tele-fax. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender.

3.14 TENDER SECURITY

3.14.1 The Tenderer shall furnish with his tender, a tender security in the form of **Bank Draft** in favour of DMRC payable at New Delhi from a Scheduled Commercial Bank based in India excluding Regional Rural Bank (RRB) and Local Area Banks (LAB's) or **Fixed Deposit Receipt** of a Scheduled Commercial bank based in India excluding Regional Rural Bank (RRB) and Local Area Banks (LAB's) / Post office duly pledged in favour of DMRC. The **Tender Security shall remain valid for 30 days beyond the validity period of the tender.**

3.14.2 The Tender Security shall be submitted in a separate envelope super scribed “Tender security for (Name of Work as mentioned under Clause 1.1.1 of NIT)...”

3.14.3 Tender if not accompanied by an acceptable tender security will be summarily rejected.

3.14.4 The tender securities of unsuccessful tenderers will be discharged / returned by the Employer as promptly possible as but not later than 30 days after the expiration of the period of tender validity.

3.14.5 The tender security of the successful tenderer shall be adjusted against the Performance Guarantee of Rs. 5 Lakhs.

3.14.6 The tender security shall be liable to be forfeited:

- a. If a tenderer withdraws his tender during the period of tender validity, or

- b. If the tenderer does not accept the correction of his tendered price in terms of clause 3.27, or
- c. In the case of a successful tenderer, if he fails to enter into the contract within the time limit specified.

3.14.7 No interest will be payable by the Employer on the tender security amount cited above.

3.15 CONDITIONS / DEVIATIONS

No condition / deviation which is either additional or in modification of the tender conditions shall be included in the tender. If the tender contains any such condition or deviation from tender conditions, the tender is liable to be rejected.

3.16 PRE-TENDER MEETING

Pre-Tender meeting will be held on date & time as specified in Clause 1.1.2 of NIT in office of the Company Secretary, DMRC, 3rd floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001.

3.17 SIGNING OF TENDERS

- 3.17.1 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 3.17.2 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.
- 3.17.3 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
- 3.17.4 If a tender is submitted by a joint venture or consortium of two or more firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the tender as to which one of the firms shall have the responsibility for tendering and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for tendering. All members shall be jointly and severally responsible for all aspects of the Tender and the consequent Contract.
- 3.17.5 All amendments/corrections/ overwriting shall be notarized by the person or persons signing the tender.
- 3.17.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures

3.18 SEALING AND MARKING OF TENDERS SUBMISSION OF TENDER

- 3.18.1 The tenderer shall submit his tender containing the two packages, 'Technical Package' and 'Financial Package' sealed in two separate envelopes clearly marked as '**TECHNICAL PACKAGE**' and '**FINANCIAL PACKAGE**'. The two envelopes shall be wrapped in an outer envelope addressed to The Company Secretary, DMRC duly super scribing on top, tender number, name of work, time and date for submission and time and date for opening. The

envelope should also bear the name and address of the tenderer. The contents of Technical Package and Financial Package shall be as detailed under clause 3.11.1 and 3.11.2.

- 3.18.2 Tenderers shall ensure submission of all the necessary documents as mentioned in clause 3.11.1 and 3.11.2 as per the checklist annexed herewith (**Annexure-4**).
- 3.18.3 No responsibility will be accepted by the Employer/Officer-in-Charge for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions

3.19 SUBMISSION OF TENDER

- 3.19.1 Tenders should be submitted at the following address:
Company Secretary, DMRC, 3rd floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 before scheduled time and date of submission.
- 3.19.2 The Employer/Officer-in-charge may, at his discretion, extend this date for the submission of tender by amending the Tender Documents in which case all rights and obligations of the Employer and the tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date for submission of tender.
- 3.19.3 Tender shall be submitted in time to the office of Company Secretary, DMRC. The Employer/Officer-in-Charge cannot take any cognizance and shall not be responsible for delay in transit.
- 3.19.4 Tenders sent telegraphically or through other means of transmission (telefax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

3.20 LATE TENDERS

Any tender received in office of the Company Secretary, DMRC, 3rd floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001, after the deadline prescribed for submission of tenders will be returned unopened to the tenderer.

3.21 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF TENDERS

- 3.21.1 Except permitted by these instructions, the tenderer shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the tenderer with or as a part of his tender.
- 3.21.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the clause 3.19.1 of this Instruction to tenderers, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as the case may be.
- 3.21.3 No modifications shall be permitted after the deadline for submission of the Tenders. Withdrawal of the tender after deadline for submission of tenders but prior to the period of bid validity shall result in forfeiture of the Tender Guarantee.

3.22 TENDER OPENING

- 3.22.1 The Employer/ Engineer will open the Technical Package, in the presence of tenderers or their representatives who choose to attend on date & time as mentioned in tender document in the

office of the Company Secretary, DMRC, 3rd floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

- 3.22.2 On opening of the main Tender envelopes, it will be checked if they contain Technical & Financial Packages.
- 3.22.3 Technical Package of the Tender will thereafter be opened and examined to see if they are complete, whether the requisite Tender Security (EMD) has been furnished, whether the documents have been properly signed and whether the tenders are in order in all respects. If the documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority and the said tenderer's Financial Package will not be considered for further processing.
- 3.22.4 The tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- 3.22.5 The sealed financial package will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of technical packages. Financial packages of all technically found suitable offer will be opened and the date for opening of financial package shall be informed separately.

3.23 EVALUATION PROCESS TO BE CONFIDENTIAL

- 3.23.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- 3.23.2 Any effort by a tenderer to influence the Employer/Officer-in-Charge in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of his tender.

3.24 CLARIFICATION OF TENDERS

- 3.24.1 Technical evaluation of technical packages submitted by tenderers shall be undertaken based on details submitted in the technical package only. No clarification/additional information in this regard will be sought from tenderers. Employer reserve the right to ask any clarification from tenderers for details submitted with technical package if it so desires during the technical evaluation.
- 3.24.2 To assist in the examination, evaluation and comparison of Financial Package, the Engineer/ Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 3.27 herein.

3.25 EVALUATION OF TECHNICAL PACKAGE

3.25.1 **Evaluation of Responsiveness:** Prior to the detailed evaluation of tenders, the Employer/Officer-in-Charge will determine whether each tender is responsive to the requirements of the tender documents i.e whether it contains valid tender security, tender documents duly signed on each, other supporting documents desired as per various clauses of the tender document and whether it contains any conditions / deviation from tender conditions etc. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity. The financial package of such tenderer shall be returned unopened. The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

3.25.2 **Evaluation of Eligibility Criteria:** The Employer, keeping in view the *eligibility criteria* as specified in NIT (clause 1.1.3) will check the evaluation parameters. Further technical evaluation of their submission shall be evaluated only when they qualify the *eligibility criteria*.

3.26 EVALUATION OF FINANCIAL PACKAGE

3.26.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending Tenderers.

3.26.2 The evaluation of financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by the Employer
- b. Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

3.26.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

3.26.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

3.26.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

3.27 CORRECTION OF ERRORS

Tenders determined to be responsive will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

3.28 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

The Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of contract, or to divide the contract between / amongst tenderers without thereby incurring any liability to the affected tenderer or tenders' or any obligations to inform the affected tenderer or tenders' of the grounds for the Employer's action.

3.29 NOTIFICATION OF AWARD

3.29.1 Prior to the period of tender validity prescribed by the Employer/Officer-in-Charge, the Employer/Officer-in-Charge will notify the successful tenderer by telegram or telefax to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the conditions of Contract called the Letter of Acceptance) shall indicate the accepted tender amount, which the Employer will pay to the Contractor in consideration of the execution and completion of the works by the Contractor as prescribed by the contract (hereinafter and in the conditions of contract called the Contract Price). The "Letter of acceptance" will be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorised signatory, within two days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

3.29.2 The "Letter of Acceptance" will be a part of the contract.

3.29.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause 3.29.1, the employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

3.30 SIGNING OF AGREEMENT

3.30.1 The successful tenderer shall submit the following documents within 30 days from the date of issue of the Letter of Acceptance (LOA) or as mentioned in the LOA:

- a. Written Power of Attorney for signing of Agreement, in case of any change than submitted along with tender submittals.

3.30.2 On receipt of above documents, the Employer/Officer-in-Charge shall prepare the Agreement in the Performa included in this Document (**Annexure-3**), duly incorporating all the terms of agreement between the two parties. However, the successful tenderer shall arrange the necessary Non-judicial stamp papers of requisite value and attend the DMRC office to execute the agreement within two weeks of the date of receipt of the "Letter of Acceptance" duly acknowledged and signed by the successful tenderer. Upon executing the agreement the original agreement will be retained by the employer and one copy of the Agreement duly

signed by the Employer and the Contractor through their authorised signatories, will be supplied by the Employer to the Contractor.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT

4.1 DEFINITIONS

'**Company**' means Delhi Metro Rail Corporation Ltd., Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.

'**Contractor**' means successful bidder for providing required number of Security Personal of given categories.

'**Officer-in-Charge**' means Company Secretary designated as such by the company and authorized to act for and on its behalf.

4.2 SERVICE POINTS & TIMINGS

The contractor shall be required to provide man power as and when required at the desired address across Delhi and NCR region at the earliest. The service will be required at many locations where DMRC's offices are functioning.

4.3 CONTRACTOR'S OBLIGATIONS

4.3.1 The contractor shall be responsible for engaging adequately trained Security Personals required for providing good security for offices and site premises.

4.3.2 The contract will be responsible for the antecedents of the personnel deputed for work. It is the responsibility of the contractor to obtain '*police verification*' before deploying them in DMRC.

4.3.3 The workers should wear uniform and should display the identity card of the agency during working hours.

4.3.4 The contractor will accept full and exclusive liability for all the payments to be made by it to its staff in accordance with the laws of the land including any statutory obligations under the law imposed by the Central govt./State Govt./Govt. of local bodies. Any new statutory liability/levy imposed after submission of tenders, will be borne / compensated by DMRC.

4.3.5 DMRC will have no liability whatsoever concerning the personnel deployed by the contractor and the contractor will keep DMRC indemnified against all losses damages or liabilities arising out of or imposed in connection with the services provided by it.

4.3.6 Penalties, if any, imposed by any court for legal violation shall be recovered from the bills submitted for payment by the contractor.

4.3.7 The contractor shall comply with all acts, laws or other statutory rules, regulations, byelaws applicable or which might become applicable to with regard to the performance of the work included herein or touching this contract but not, limited to Minimum wages Act, 1948, contract labour (Regulation & Abolition Act), industrial disputes Act, 1947, workers compensation act, 1954, P.F. and Misc. Provision act. The contractor shall keep DMRC indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of provision of any act, Rules of Regulation as may be applicable from time to time.

4.3.8 The contractor can claim for the increase in minimum wages and resultant increase in PF and ESI contribution of the Principal Employer and any other increase in relation to wages/taxes

announced by the Delhi/Central Government whichever will be higher from time to time, will be compensated by the employer only for the actual amount increased so as to enable the contractor to meet the statutory obligation.

- 4.3.9 For any infringement of these provision, DMRC shall be at liberty to rescind the contract, without any liability to any compensation whatsoever to the contractor.
- 4.3.10 If DMRC or its authorized officers are not satisfied with the manner or performance of the services provided by the contractor then they will take such remedial measures as it may be called upon to do to the entire satisfaction of DMRC.
- 4.3.11 If the work is not carried out properly by the agency, a fine of Rs.10, 000/- can be imposed on the contractor for each such incident at the discretion of DMRC.
- 4.3.12 In case of dispute the decision of the officer-in-charge will be final and binding upon the contractor. Any dispute or difference arising out of the agreement, which cannot be amicably settled, shall be resolved by the DMRC, whose decision shall be final and binding on both the parties.
- 4.3.13 The Contractor shall exclusively be liable and responsible for their Wages, PF, Bonus, Medical, Uniforms and all other payments as may be applicable and full compliance in their respect with all Statutory Laws, Rules and Regulations as applicable to them.
- 4.3.14 The Contractor shall make regular and full payment of wages/salaries and other payments to the employees and furnish necessary proof, as and when demanded by the officer-in-charge.
- 4.3.15 The Contractor shall also be liable to pay P.F. contribution, leave, salary, etc. and shall be liable to observe statutory working hours.
- 4.3.16 The Contractor shall arrange on the advice of the Officer-in-Charge, to issue identity cards bearing photographs of the employees for gate entry and shall exhibit prominently during working hours. The staff shall also be liable for search on entry/exit.
- 4.3.17 The Contractor shall ensure that only authorized employees enters the premises of DMRC, wearing and carrying proper I-card supplied by the Contractor.

4.4 CONTRACTOR'S TAX LIABILITY

Contractor is liable to pay all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the tenderer, overheads etc. **except Service Tax** which shall be reimbursed by DMRC.

4.5 DUTY HOURS

The duty hours of the staff deployed will be 8 hrs / day. The duty of the deployed staff will commence from such time as may be directed by officer-in-charge. ***If duty time exceeds 8 hrs their overtime at the rate fixed by DMRC will be paid.***

4.6 CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

- 4.6.1 The Contractor shall indemnify the Company against any claim under the payment of Wages Act, 1936, and/ or the Minimum Wages Act, 1948 or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.
- 4.6.2 The Contractor shall also indemnify the Company and every member, officer and employee of the Company against all actions, proceedings, claims, cost and expenses whatsoever in

respect of or arising out of any failure by the Contractor in the performance of his obligations under this contract.

4.7 NON - WAIVER OF DEFAULTS

Any failure by the Contractor at any time/ or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of this contract, or to exercise a right herein, shall not constitute a waiver of such terms, conditions or rights and shall not affect or impair the same, or the right of the company at any time to avail itself of the same.

4.8 PERFORMANCE SECURITY

Tender Security (EMD) submitted with the tender by the successful tenderer will be retained by the Employer as part of the Performance Guarantee of five Lakhs. The balance Performance Guarantee will be paid by the contractor within three days after issuing of L.O.A. The Performance Guarantee will be refund only after the completion of work in all respects by the Contractor and formal issue of completion certificate by the Employer.

4.9 PERIOD OF CONTRACT

4.9.1 The period of Contract shall be **two year** in the first instance from the date of taking position by the Contractor. The Company may extend the contract beyond the original period, if the services are found satisfactory.

4.9.2 The Contractor shall start functioning from the date mentioned in the letter of acceptance (LOA).

4.10 CONTRACTOR'S LIABILITY

4.10.1 The contractor shall maintain adequate manpower as per requirement.

4.10.2 Contractor shall, on award of the contract, furnish the list containing names and address of the manpower which he proposes to deploy with DMRC along with their Police Verification reports.

4.10.3 Contractor shall, on day to day basis, find out whether the deployment is full and in case of absentees he shall make replacement immediately.

4.11 MISCELLANEOUS

4.11.1 The Company reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.

4.11.2 The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employee employed by him on DMRC jobs.

4.12 PENALTIES

In the event of any complaint and /or non-fulfillment of any of the terms of agreement regarding indiscipline, misbehavior, missing from duty point etc, the company may impose fine not exceeding Rs.10000/- (Rupees Ten Thousand only) for any of one of the above mentioned acts depending upon its nature and the fine so imposed shall be realized by deducting the amount from pending bills or otherwise including security deposit. For the purpose of

acceptance of a complaint, a written complaint from any section head will be a valid document. It will be the responsibility of the Contractor to prove it to the entire satisfaction of the company that the penalties need not be imposed. The decision of the Company in this regard will be final and binding to the Contractor and it will not be subject to dispute or arbitration, the sole criterion being to ensure prompt, fast and reliable service to the various Department of DMRC.

4.13 TERMINATION OF CONTRACT

- 4.13.1 If it is found that the quality of works carried by the contractor and /or the services rendered are unsatisfactory or that the contractor has violated any terms and conditions of the contract and agreement, then in that event, the company will be entitled to terminate this contract, at any time without assigning any reasons whatsoever and without notice.
- 4.13.2 If at any stage during the period of the contract any case involving moral turpitude is instituted in a Court of Law against the contractor or his employees, the Corporation reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the company whatsoever.

4.14 SETTLEMENT OF DISPUTES

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract shall be referred by the Contractor to the Employer and the Employer shall within a reasonable time after their presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the Employer or by the Officer-in-charge on behalf of the Employer, are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the Contractor and shall not be set aside on account of any infirmity, omission, delay or error in proceedings, in or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or differences between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or differences on any account, or as to the withholding by DMRC of any certificate to which the Contractor may claim to be entitled to or if the Employer fails to make a decision within a reasonable time, then and in any such case, the Contractor after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or differences and only such disputes or differences of which the demand has been made and no other, shall be referred to arbitration. Obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the Employer, continue during the arbitration proceedings and no payment due or payable by the Employer shall unless withheld on account of such proceeding, provided however, it shall be

open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

4.15 ARBITRATION

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be a nominated person appointed by Management of DMRC, whose decision shall be final and binding on the Contractor. The work shall be continued as per programme during pendency of arbitration.

4.16 ON ACCOUNT PAYMENTS TO THE CONTRACTOR

The Contractor shall be entitled to take from time to time by way of on account Payments only for providing Security as in the opinion of Employer, he has satisfactorily performed in terms of the Contract. The contractor will submit bills for duty performed by the personnel deployed for official purposes to the Administration Department, in appropriate form duly verified by the authorized officer concerned and produce the records and documentary proof i.e. Bank Account/ Wage Register of payments and statutory contributions up to the previous month. The Finance Department will settle such bills within reasonable time if the bills meet all the requirements specified by the Management. DMRC may ask for proof of the payment of all statutory liabilities payable to all deployed manpower.

ANNEXURE-1**DETAILS OF WORK EXPERIENCE**

Name of the tenderer :

1. NAME OF WORK	work-i	work-ii	work-iii
3. AGREEMENT / WORK ORDER REFERENCE			
4. NAME OF CLIENT			
5. NO. OF SECURITY GUARDS/GUNMEN SUPPLIED			
6. DATE OF START			
7. ACTUAL DATE OF COMPLETION			
8. TOTAL VALUE OF WORK DONE ON COMPLETION (ENTIRE CONTRACT PERIOD)			
9. CONTRACT VALUE (FEE) FOR 12 MONTHS TO BE COMPUTED ON PROPORTIONATE BASIS			
10. REF TO CLIENT'S CERTIFICATE			

NOTE:

1. ONLY THE VALUE OF CONTRACT AS EXECUTED BY THE TENDERER IN HIS OWN NAME SHOULD BE INDICATED.
2. ALL THE DETAILS SHOULD BE SUPPORTED BY DOCUMENTARY PROOF E.G. CLIENT'S CERTIFICATES CLEARLY INDICATING THE REQUIRED DETAILS AS NUMBERS OF DIFFERENT CATEGORIES OF MANPOWER SUPPLIED, COMMENCEMENT AND ACTUAL COMPLETION DATE AND CONTRACT AMOUNT PAYABLE ETC. IN ADDITION

THEY WILL BE REQUIRED TO SUBMIT LIST SHOWING NAME & ADDRESS, CATEGORY OF MANPOWER SUPPLIED AND ESI, PF & SERVICE TAX CHALLANS IN SUPPORT OF HIS WORK EXPERIENCE.

ANNEXURE- 2

FINANCIAL DATA

Name of the tenderer :

(All amounts in Rupees IN lakhs)

S. No.	Description	Year 2007-08	Year 2008-09	Year 2009-10
1.	Annual Turnover from 'supply of Security Personnel'			

NOTE:

1. ATTACH COPIES OF THE AUDITED BALANCE SHEETS, INCLUDING ALL RELATED NOTES, INCOME STATEMENTS FOR THE LAST THREE AUDITED FINANCIAL YEARS, AS INDICATED ABOVE.
2. THE FINANCIAL DATA IN ABOVE PRESCRIBED PERFORMA SHALL BE CERTIFIED BY CHARTERED ACCOUNTANT / COMPANY AUDITOR UNDER HIS SIGNATURE & STAMP.

ANNEXURE-3

PERFORMA OF CONTRACT AGREEMENT

This Agreement is made at New Delhi on the day of (month) 2011 Between Delhi Metro Rail Corporation Limited, 3rd Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 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 services should be provided and the works should be executed, viz., Supply **of Security Personnel for Corporate Office at Metro Bhawan, other offices and premises of DMRC** hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works.

This agreement is signed between (For and on behalf of the Employer) and (For and on behalf of the Contractor).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the tender document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. These documents shall be signed by..... (for and on behalf of the Employer) and (for and on behalf of the Contractor).
 - a. **Contractors offer through your letter No. containing tender documents comprising of Volume 1 (Notice Inviting Tender, Instructions to Tenderers, Scope of work and General Conditions of Contract) and Volume 2 (Bill of Quantities, Form of Tender) and other relevant submissions except those submitted in support of eligibility.**
 - b. **Employer’s Letter of Acceptance issued vide no.**
 - c. **Any other item as applicable**

The modifications to the tender documents communicated through the Addenda (..... Numbers) issued to the tenderers at the time of tender have been incorporated in the consolidated contract documents. Hence, the Addenda (..... Numbers) are not included in the contract documents. Copies of the Addenda are available with the Employer, Contractor and Employer’s Representative. As and when required, they could be referred to and in case of any discrepancy between the corrections/modifications incorporated in the consolidated contract documents and the Addenda, the provision of the Addenda shall prevail.

3. 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 **..... and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total 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.

5. 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.

6. 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.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized person

Name of the official
Stamp/Seal of the Contractor

Signature of the authorized official

Name of the official
Stamp/Seal of the Employer

SEALED, SIGNED & DELIVERED

By the said(Name) on
behalf of the Contractor in the presence of :
Witness

Name :

Address :

By the said(Name) on
behalf of the Employer in the presence of :
Witness

Name :

Address :

Note:

- * To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** To be deleted if not applicable

ANNEXURE- 4**CHECK LIST FOR TENDER SUBMISSION**

SL. NO.	DOCUMENT	REFERENCE TO CLAUSE NO.	CHECK (√ / ×)
Envelop-1: TECHNICAL PACKAGE			
1.	Tender security in separate sealed envelop	3.11.1 (a) of ITT	
2.	Tender documents Volume1 (original) duly filled, stamped & signed by tenderer on each page.	3.11.1 (b) of ITT	
3.	Addendums to tender document (original) duly stamped & signed by tenderer	3.11.1 (b) of ITT	
4.	Details of ownership & control of the tenderer (undertaking for sole proprietorship / partnership deed / Memorandum & Articles of Association)	3.11.1 (c) of ITT	
5.	Written POA in favour of authorized person signing on behalf of the tenderer (containing attested signature of attorney)	3.11.1 (d) of ITT	
6.	Details of work experience in Annexure-1 along with client's certificates and other documents	1.1.3.2 (i) of NIT & 3.11.1 (e) (i) of ITT	
7.	Financial Data in Annexure-2 (duly certified by chartered accountant) along with audited financial statement of last three years	1.1.3.2 (ii) of NIT & 3.11.1 (e) (ii) of ITT	
8.	Attested copy of certificate of registration with PF authority	1.1.3.2 (iii) of NIT & 3.11.1 (e) (iii) of ITT	
9.	Attested copy of certificate of registration with ESI authority	1.1.3.2 (iii) of NIT & 3.11.1 (e) (iii) of ITT	
Envelop- 2: FINANCIAL PACKAGE			
1.	Bill of Quantities (Volume 2) along with Form of Tender, duly filled and signed & stamped by the tenderer	3.11.2 of ITT	
Outer Envelop: The above Two Envelopes shall be together put in one outer Envelop addressed to The Company Secretary, DMRC duly super scribing on top, tender number, name of work, time and date for submission and time and date for opening.			
NOTE: Tenderer shall submit the documents in technical package properly placed in folders, duly indexed giving page no. for each document. The tender shall be sealed and marked as provided in clause 3.18 of ITT			

