

## **Delhi Metro Rail Corporation**

**Metro Bhawan, Barakhamba Road, New Delhi 110001**

### **NOTICE INVITING QUOTATIONS**

Sealed quotations on company letterhead are invited from the reputed Market Research firms for carrying out Market Survey of residents/potential users of metro trains near metro stations of Line 5 (Inderlok to Mundaka) and Line 6 (Central Secretariat to Badarpur). The details of objectives of survey, methodology and sample size are attached at Annexure I. The quotations should be accompanied with Earnest Money Deposit(EMD) of Rs.27600/-(Rupees twenty seven thousand six hundred only) for each quotation in the form of Bank Draft in favour of the Delhi Metro Rail corporation, New Delhi. The tender should be superscribed as "Quotation for Market Survey of Line 5 & Line 6 of DMRC".

Sealed quotations addressed to Mr. Amit Kumar Jain, DGM/Operations-I, 4<sup>th</sup> Floor, Metro Bhawan, Barakhamba Road, New Delhi 110001 and should reach at above address by 1100 hrs on 29.04.2011. The detailed terms and conditions and quotation formats may be obtained from the office of DGM/Operations-I on any working day upto 1700 hrs on 28.04.2011.

DMRC reserves the right to accept or reject any quotation offer without assigning any reason thereof.

Documents to be submitted along with the quotation:

- a) Profile of the firm
- b) Resume of the team leader
- c) Copy of latest Income tax return
- d) Copy of PAN card

**Annexure I****Sub: Market Survey of residents near metro stations of Line 5 (Inderlok to Mundaka) and Line 6 (Central Secretariat to Badarpur)****Objective of study:**

The ridership of Delhi Metro line 5 (Indelok to Mundaka) and Line 6 (Central Secretariat to Badarpur) are around 75% below than our projections. DMRC is planning to conduct a market survey of residents/potential users of metro trains of nearby localities around the metro stations to understand their needs and their feedback about metro services. The survey will also involve comparative study of availability of other modes of transport in the near vicinity of the metro stations and their competitive advantages/disadvantages over Metro trains. The purpose is to understand their needs and to devise a marketing strategy to offer them services suited to their need to the extent possible.

**Methodology**

A direct survey approach is to be used in which respondents will be asked to fill a Survey Form. DMRC will like to cover working population as well as students as they are our prime customers. The survey will cover an area of 1.5 km radius around a station with two segments- upto 0.8 kms, 0.8 kms to 1.5 kms. The idea is that the population residing within 0.8 kms may not require any feeder service (bus, Auto, rikhsaw, cycle) but those residing at more than 0.8 kms distance from station will need some feeder service from their residence to station.

**Sample Size:**

Following sample size is planned:

<b>Catchment Areas</b>	<b>Students</b>	<b>Working</b>	<b>Total</b>
<b>upto 800m</b>	<b>60</b>	<b>120</b>	<b>180</b>
<b>800 - 1500m</b>	<b>40</b>	<b>80</b>	<b>120</b>
<b>Total sample per station</b>	<b>100</b>	<b>200</b>	<b>300</b>
<b>Sample across 30 stations</b>	<b>3000</b>	<b>6000</b>	<b>9000</b>

**Scope of Work**

The scope of work includes following:

- a) The firm will be required to design a Market Survey Form on the basis of some initial field surveys and will have to get it approved from DMRC within one week of award of contract.
- b) Market survey- to take feedback from the respondents
- c) Survey report - Findings, proposed marketing strategy to increase the ridership
- d) Presentation of Survey report before DMRC officials

**Time Line:**

The firm will be required to submit final report within one month of date of award of contract that is date of issue of Letter of Award.

Stations to be covered

<b>Line 5</b>		<b>Line 6</b>	
<b>S.N</b>	<b>Station</b>	<b>S.N</b>	<b>Station</b>
1	Inderlok	15	Central Secretariat
2	Ashok Park Main	16	Khan Market
3	Punjabi Bagh	17	Jawahar Lal Nehru Stadium
4	Shivaji Park	18	Jangpura
5	Madipur	19	Lajpat Nagar
6	Paschim Vihar East	20	Moolchand
7	Paschim Vihar West	21	Kailash Colony
8	Peeragarhi	22	Nehru Place
9	Udyog Nagar	23	Kalkaji Mandir
10	Surajmal Stadium	24	Govindpuri
11	Nangloi	25	Okhla
12	Nangloi Railway Station	26	Jasola Apollo
13	Rajdhani Park	27	Sarita Vihar
14	Mundaka	28	Mohan Estate
		29	Tughlakabad
		30	Badarpur

**Annexure II**

**Terms and Conditions**

**Sub: Market Survey of residents near metro stations of Line 5 (Inderlok to Mundaka) and Line 6 (Central Secretariat to Badarpur)**

- 1.0 The quotations in the sealed envelope addressed to Mr. Amit Kumar Jain, DGM/Operations-I, 4<sup>th</sup> Floor, Metro Bhawan, Barakhamba Road, New Delhi 110001 should reach at above address by 1100 hrs on 28.04.2011. Late and delayed submissions will be outright rejected.
- 2.0 3. All documents must be in English language and each page of the Bid Application Form must be duly completed. Each page of the Bid document (Notice inviting quotations, Annexure I, II, III, IV) must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the Contract. Any unsigned and unstamped document will not be considered.
- 3.0 The Team Leader of the survey team should have atleast 10 years of experience in Market research.

**4.0 RIGHT TO ACCEPT OR REJECT QUOTATIONS**

- 4.1 The right to accept or reject a quotation will rest with DMRC. However, DMRC does not bind itself to accept the lowest quotation and reserves to itself the authority to reject any or all the quotations received without assigning any reason whatsoever.
- 4.2 Quotations not accompanied with prescribed information or incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 4.3 DMRC reserves the right to accept or reject any quotation or part of the quotation or to annul the entire process and reject all quotations, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the DMRC's action.
- 4.4 The documentation submitted by the bidder will not be returned unless the bidder explicitly states this request at the time of submission of the quotation. DMRC also reserves the right at its sole discretion not to award any order under the quotation called. DMRC will not pay any costs incurred in the preparation and submission of any quotation.
- 4.5 If the bidder gives wrong information in his quotation, DMRC reserves the right to reject such quotation at any stage or to cancel the contract, if awarded.

- 4.6 Should a bidder have a relation or relations employed in DMRC in the capacity of an officer, the authority inviting quotations, shall be intimated. In the event of failure to inform and in a situation where it is established that the relation or relations employed in DMRC has / have tried to influence the quotation proceedings then DMRC at its sole discretion may reject the quotation or cancel the contract.
- 4.7 The requirements indicated in this NIQ are the minimum and bids of the firms not complying with these minimum requirements or having deviations / equivalents to the minimum requirements shall be rejected. However, higher than minimum requirements shall be technically acceptable without any additional financial implication.
- 4.8 Any correspondence after the opening of quotations from the bidder regarding the bid, unless sought specifically by DMRC, shall not be considered.

#### **5.0 SURVEY VISIT**

If firms are seeking any clarification about the scope of work or wish to survey the stations/sites, they are advised to visit them and satisfy themselves about the nature of work and site details before submitting the quotation. They shall be deemed to have full knowledge about the requirements whether they visit the stations/sites or not. No extra charges consequent on any misunderstanding or otherwise shall be admissible. The visits carried out will be at the cost of the bidder and DMRC will have no liability whatsoever in this regard.

#### **6.0 ADEQUACY OF DOCUMENTS**

The services rendered by the firm shall be based on the relevant standard industry guidelines. Approval of the any document by DMRC shall, however, not relieve the firm of responsibilities regarding the adequacy of document. The firm shall be fully responsible for adequacy, accuracy and quality of the entire services performed under the contract and the services performed by him shall be in accordance with the accepted industry standards and practices.

#### **7.0 Conciliation and Arbitration**

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, **shall firstly be attempted to be settled by conciliation as per Arbitration and Conciliation Act 1996.** All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this license agreement shall in the first place be referred to a

sole conciliator appointed / nominated by GM/Operation or Director DMRC on receipt of such requests from either party.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the Para below.

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

#### Arbitration Procedure

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

#### Rules governing Arbitration Proceedings

The Arbitration Proceedings shall be governed by Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

### **8.0 Jurisdiction of Courts**

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

### **9.0 Force Majeure**

Neither DMRC nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, fire, war, or any other cause beyond their reasonable control. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such

Force Majeure continues for a period of three months, the other party may be entitled to, though not being obliged to terminate this agreement.

#### **10.0 COPYRIGHT / PROPRIETARY RIGHT**

10.1 The firm hereby agrees that fees to be paid as provided in this agreement will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the DMRC in respect of any part relating to the documents submitted by the firm.

10.2 The documents and other related details prepared and acquired by the firm for the work entrusted to him under this agreement will become the property of DMRC. These documents and details cannot be issued to any other persons, firms or authority or used by the firm for any other project without prior permission by the DMRC. However, these documents and details can be utilized by DMRC for future projects and the firm shall not have any objection of this arrangement.

#### **11.0 Performance Guarantee:**

The successful bidder will be required to submit a performance Guarantee in the form of demand draft issued from any scheduled bank in favour of DMRC, along with the acceptance letter, equivalent to 10 (Ten) percent of the total cost offered for the consultancy. The earnest money paid by the successful bidder will be adjusted against the amount of performance guarantee. The performance guarantee will be returned only after the successful completion of the work.

#### **12.0 Payment Schedule**

The payment will be released only after acceptance of the Final report by DMRC. No advance payment will be done. DMRC may ask the firm to modify/amend/correct the final report, if required. The decision of DMRC regarding acceptability of the report will be final and binding.

#### **13.0 VALIDITY OF OFFER**

The Quotation shall be valid for 120 days (one hundred and twenty days) from the date of opening of quotations.

14.0 The terms and conditions, Letter of award and the quotation (Annexure I, II, III, IV) submitted by the successful bidder will be binding on the successful bidder.

## **15.0 COMMUNICATIONS**

The firm shall address all communications regarding the work to the DGM/Operations-I, DMRC or any other officer authorized or nominated by him. The firm shall not in any way correspond directly with or send copies of correspondences to any person or office other than that of DGM/Operations-I, DMRC

## **16.0 INDEMNITY**

The firm shall indemnify and keep indemnified 'DMRC' against any claim regarding documents and other related details prepared and acquired for the work entrusted to him under this contract, by any other party and against all costs and expenses incurred by DMRC in defending themselves against such claims.

## **17.0 QUOTATION EVALUATION / EXCLUSION CRITERIA**

- 17.1 All documents submitted by the bidder shall be scrutinized; quotations not accompanied with required documentation will be rejected.
- 17.2 Quotations submitted without unconditional acceptance of Terms and conditions shall be rejected. The bidder shall sign on each page of this document before submitting the same along with the quotation, as a token of understanding and acceptance of the terms and conditions.
- 17.3 Experience and other details submitted by the bidder shall be analyzed in detail. Feedback from the clients served by the bidder may be obtained, if required, to substantiate the experience details submitted by the bidder.
- 17.4 The written enquiries / clarifications shall be responded by written responses and no verbal / telephonic enquiry shall be entertained.
- 17.5 The comparison for evaluation shall be the total cost of the bid inclusive of all taxes, levies and charges. A shortlist of first three lowest bidders in ascending order shall be drawn and named L1, L2 and L3.
- 17.6 The bidders' names, bid-prices, modifications, bid withdrawals and such other details as the DMRC, at its discretion, may consider appropriate, will be announced at the opening.
- 17.7 Though primarily the award of work is based on the lowest offered bid, DMRC reserves the right to select any other bid depending upon technical merits.
- 17.8 The EMD of unsuccessful bidders will be refunded and EMD of successful bidder will be adjusted against performance guarantee.

**LETTER OF APPLICATION**

(To be submitted and signed by the Bidders authorised signatory)

To,  
DGM/Operations-I  
Delhi Metro Rail Corporation  
4<sup>th</sup> Floor, Metro Bhawan  
Barakhamba Road, New Delhi 11001

**Sub: Market Survey of residents near metro stations of Line 5 (Inderlok to Mundaka) and Line 6 (Central Secretariat to Badarpur)**

**Reference: Notice inviting quotations dated \_\_\_\_\_ on above subject**

Sir,

1. Being duly authorized to represent and act for and on behalf of..... (herein the applicant), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for above work according to the terms & conditions of the offer made by DMRC.
2. Our submissions as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Earnest Money Deposit is enclosed in the Envelope.
4. DMRC and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.

5. DMRC and its authorized representatives may contact the following persons for any further information:

Name of the person (s):.....

Address:.....

Phone:..... ; Fax:.....

6. This application is made with full understanding that:
- (a) Bids will be subject to verification of all information submitted at the time of bidding.
  - (b) DMRC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
  - (c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this work and related Information as required for the quotation. We have also visited the station/ site for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our offer valid for one hundred twenty (120) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions, which are not acceptable to the DMRC. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and it's final acceptance by DMRC. We agree that, without prejudice to any other right or remedy, DMRC shall be at liberty to forfeit the said EMD absolutely.

11 We agree that DMRC's decisions in the award of this contract shall be final and binding.  
We will not raise any compensation or claim or objection on this account.

12 We have inspected the sites, the surroundings and inspected all necessary documentation  
and made all inquiries prior to participating in the bid process.

Authorised signatory

Date:

Name and seal of Bidder

Place:

Encl:

1. The EMD of Rs.27600/- (Rupees twenty seven thousand six hundred only) in the form of Demand Draft/Pay Order bearing No. \_\_\_\_drawn upon \_\_\_\_\_ (bank) dated
2. Duly signed terms and conditions and Notice inviting quotation
3. Financial offer (Annexure IV)

**Financial Offer**

To,  
 DGM/Operations-I  
 Delhi Metro Rail Corporation  
 4<sup>th</sup> Floor, Metro Bhawan  
 Barakhamba Road, New Delhi 11001

**Sub: Market Survey of residents near metro stations of Line 5 (Inderlok to Mundaka) and Line 6 (Central Secretariat to Badarpur)**

**Reference: Notice inviting quotations dated \_\_\_\_\_ on above subject**

Sir,

With reference to above notice inviting quotations, my financial offer is as below:

S.N	Item	Cost of work
1.0	Design of Survey Form, market survey and submission of survey report as per scope of work in Annexure I	
2.0	Service Tax (@ 10% )	
3.0	Education cess (2%)	
4.0	Higher Education cess (1%)	
5.0	Total	

The above offer is inclusive of all applicable taxes. I/We agree to keep our offer valid for 120 days from the due date of submission of this Proposal.

Authorised signatory

Date:

Name and seal of Bidder

Place: