

TENDER DOCUMENT COST Rs.5,250/- (Rs.5,000/- + 5% DVAT)

TOM OPERATING SERVICES TENDER

TOS–01/2011

**DELHI METRO RAIL CORPORATION LTD.
O/o the General Manager/Operations,
Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi–110001
Tel: +91(11)23417910-12 Extn.34771
Fax: +91(11) 23415833**

DISCLAIMER

1. The Tender Document describing the eligibility criteria for tenderers, the scope of works / services and terms and conditions for the contract are available for purchase on payment of a non-refundable fee of Rs.5,250/- in the form of Demand Draft / Pay Order in favour of '**Delhi Metro Rail Corporation Ltd.**' at the following address: -

O/o the General Manager/Operations,
Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001
Tel: +91(11)23417910-12 Extn.34771

between 1000 hrs. to 1700 hrs. on all working days from 09.05.2011 to 30.05.2011 only.

2. The Tender Document placed on website www.delhimetrorail.com can be downloaded and used for application. However, at the time of submission, the bidder has to enclose a Demand Draft / Pay Order of Rs.5,250/-, towards the cost of Tender Document, in addition to EMD of Rs.1 Lakhs (Rupees One Lakh Only) in the form of Demand Draft / Pay Order (as Tender Security) both in favour of '**Delhi Metro Rail Corporation Ltd.**'.
3. Queries from the bidders who have downloaded the Tender Document from website will be entertained (Up to 17.00 Hrs on 23.05.2011) only if such queries are accompanied by Demand Draft/Pay order for Rs.5,250/- in favour of '**Delhi Metro Rail Corporation Ltd.**' towards cost of Tender Document. In such cases Rs.5,250/- towards cost of Tender Document need not be submitted along with Tender Document as stated in para-2.
4. The bidders who have downloaded the Tender Document are requested to get in touch with Operations Department of DMRC for all updates on Tender Document such as addendums, replies to queries, postponement of any schedule etc or monitor the DMRC website for the same. No claims or compensation will be entertained on account of the bidder having not read/noticed the updates, etc.

DELHI METRO RAIL CORPORATION LIMITED

Tender Document No :

TOM OPERATING SERVICES
TENDER – TOS–01/2011

Tender Document

Name and Address of the Tenderer to whom issued :

Date of Issue :

Issued by :

(Name, Designation and Signature):

NOTICE INVITING TENDER

- 1.0 Delhi Metro Rail Corporation (DMRC) Ltd. Invite tenders from reputed agencies by themselves or as joint ventures/consortium/partnership for TOM Operating Services–TOS-01/2011.
- 2.0 Delhi Metro Rail Corporation (DMRC) Ltd. Invite sealed tenders from eligible tenderers for the above-mentioned work

Approximate cost of work	:	Rs.57.49 Lakhs (For one year)
Tender Security amount	:	Rs.1 Lakhs (Rupees One Lakh Only)
Cost of Tender Form (Non-Refundable)	:	Rs.5,250 (5,000+ 250 (5% DVAT))
Completion period of the Work	:	One Year (extendable by further 1 year after performance review)
Tender documents on sale	:	09.05.2011_to 30.05.2011 (on working days)
Last date of receipt of queries from tenderers	:	23.05.2011_upto 1700 hrs.
Date of uploading of reply to queries on website	:	26.05.2011
Date & time of Submission of Tender:		31.05.2011_between 0930 hrs & 1500 hrs
Date & time of opening of Tender :		1530 hrs. on 31.05.2011

- 3.0 The tender documents (non-transferable) can be obtained from the office of General Manager (Operations), Right Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110001. Payment shall be made by Demand Draft / Banker's Cheque drawn in favour of "Delhi Metro Rail Corporation Ltd." payable at Delhi. The same may also be downloaded from DMRC website 'www.delhimetrorail.com' and shall be submitted along with tender document cost of Rs.5,250/- vide Demand Draft / Banker's Cheque. Downloaded tender document submitted without Tender Document cost vide Demand Draft/Banker's Cheque as mentioned will be rejected out rightly.
- 4.0 Tender document to be submitted on the prescribed date at the following address: -
**O/o the General Manager/Operations,
Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi–110001**

TENDER DOCUMENT FOR TOM OPERATING SERVICES AT METRO STATIONS

CONTRACT PACKAGES:

The Contract packages are as follows:

The contract package would be approx. Rs.57.49 Lakhs (for One year).

INSTRUCTIONS TO TENDERERS

Tenderers are required to read carefully the contents of this document and to provide required information in sufficient detail so that the capabilities of the tenderer can be fully appreciated and assessed.

Tenderers may be single firms or may be members of a consortium. Tenderers must read carefully the directions concerning the requirements for consortiums.

All documents shall be in the English Language. **Each page of the application documents and other submissions must be SIGNED, NUMBERED & STAMPED as a token of acceptance. Any unsigned and unstamped document will not be considered for evaluation.**

It should be noted however, that DMRC will neither discuss any aspect of the evaluation process nor about the result of the evaluation. Tenderers will be deemed to have understood and agreed that no explanation or justification of any aspect of the process will be given and that DMRC's decisions are without any right of appeal/litigation whatsoever.

Applicant has to first qualify the Technical Bid in order to be eligible for evaluation of their Commercial Bid.

Applicants are further advised that selection of contractors will be entirely at the discretion of DMRC.

Tenderers should note clearly the date and time of submittal of applications. No late or delayed applications will be accepted. Tenderers are reminded that no supplementary material will be entertained by DMRC, and the evaluation will be carried out only on the basis of submittals received by the closing time. However DMRC may ask for any supplementary information, if deemed so.

Tenderers will not be considered if they make misleading or false representations in statements, attachments. **If any submission is found false or misleading, even at later stage (i.e. after completion of process) then that tenderer will be blacklisted for further contracts.**

DMRC – TOM OPERATING SERVICES - TOS-01/2011

Tenderers must remain in touch with DMRC Website (www.delhimetrorail.com) for any kind of Latest Information, Addendum and Clarification.

TENDER DOCUMENT FOR TOM OPERATING SERVICES

1. INTRODUCTION

- 1.1 Delhi Metro Rail Corporation Limited (DMRC) has been authorized to proceed with the operation of Phase 1 & 2 of the Integrated Multi Model Mass Rapid Transport System for Delhi. There are two components; the Metro Corridor underground system & the Rail Corridor elevated system.
- 1.2 This Tender Document is for providing Ticket Vending Services at selected Metro Stations as per DMRC's requirement.

QUANTITY OF SHIFTS

- 1) A total of 26,352 shifts (approx. number of shifts, however actual quantity may vary as per DMRC's requirement) of 4 (four) hours each by **TICKET VENDING PERSONNEL.**
- 2) A total of 527 shifts (approx. number of shifts, however actual quantity may vary as per DMRC's requirement) of 4 (four) hours each by **SUPERVISOR.**

Above services will be required at any station / part of any section of DMRC

1.3 SCOPE OF WORK

TOM Operating Services will be executed by the Contractor with the suitable uniformed trained staff for the following works at stations, any location of DMRC as may be asked for.

- 1.3.1 Issuing of tokens/tickets from Ticket Office Machines (TOMs) installed at various stations of Delhi Metro.
- 1.3.2 To Provide Customer Facilitation Services like performing duty at platforms, near lifts / escalators, AFC Gates, Parking for guidance of commuters, will help in crowd management, will make commuters familiar with DMRC's AFC system, responsibility of safety, monitoring & surveillance of metro system and may also be utilized to transfer / handover important documents in various offices & stations of Delhi Metro.
- 1.3.3 To ensure proper cleanliness of the TOM Counter under their use.
- 1.3.4 The above mentioned work should be carried out with contractors' own staff as per the specification provided by DMRC. Employees may be asked to perform other related works.
- 1.4 The tenderer shall have their registered offices in Delhi. Any change in the office address must be intimated to DMRC, immediately, without fail.
- 1.5 The tenderer should have its own training room in his premises equipped with modern teaching aid where training to their staff is required to be imparted. Training room should have enough area so that at least 25 personnel can sit comfortably.
- 1.6 Interested tenderer may apply as a sole proprietor or in joint venture, partnership, a company or consortium herein after referred as "Consortium". It will, however, not be permitted to tender as an individual firm and at the same time as a part of a consortium. No individual firm will

DMRC – TOM OPERATING SERVICES - TOS-01/2011

- be a member of more than one consortium. All the members of the Consortium/Joint Venture will be jointly and severally liable for the performance of whole Contract.
- 1.7 Tenderers are advised that selection of contractors will be entirely at the discretion of DMRC. Tenderers will be deemed to have understood and agreed that no explanation or justification of any aspect of the process will be given and that DMRC's decisions are without any right of appeal whatsoever.
- 1.8 All costs incurred for tendering shall be borne by the tenderer; its agents, successors and assignees are entirely without liability for such costs.
- 1.9 DMRC reserves the right not to proceed with the procedure at any time without notice or liability.
- 1.10 All documents and other information supplied by DMRC or submitted by a tenderer to DMRC shall remain or become the property of DMRC. Tenderers have to treat all information furnished as strictly confidential. The DMRC will not return any submission.
- 1.11 **Tender Clarification Process**
- 1.11.1 Should the tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Tender Document, tenderer shall seek clarification from O/o GM/Operations, not later than 7 days before submitting the Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all tenderers without disclosing the identity of the tenderer seeking clarification. All communications between tenderer & DMRC shall be conducted in writing.
- 1.11.2 Except for any such written clarification by the office of GM/Operations which is expressly stated to be an addendum to the tender document issued by DMRC, no written or verbal communication, presentation or explanation by any other employee of DMRC shall be taken to bind or fetter DMRC under the contract.
- 1.12 Each Tenderer (each member in the case of a consortium) or any Associate, or Agent will be required to confirm and declare with the Tender Document that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items or work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

COST OF TENDERING

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

SITE VISIT

- 1.14 Any site information/schedule of works given in this tender document is for guidance only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

TENDER PRICES

- 1.15 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 Commercial Bid. 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.
- 1.16 The tenderer should quote his rates inclusive of all taxes, service tax, duties, royalties, statutory minimum payments/ contributions to be paid to and / or on behalf of the manpower supplied by the tenderer, overheads etc.
- 1.17 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

TENDER VALIDITY

- 1.18 The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.
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. The request and the response thereto shall be made in writing or by telefax. 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 but will be required to extend the validity of his tender security correspondingly.

TENDER SECURITY

- 1.19 The tenderer shall furnish, as tender security, an amount of Rs.1 Lakh in the form of Demand Draft / Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd."
Any tender not accompanied by an acceptable tender security will be summarily rejected as non responsive.
The tender securities of unsuccessful tenderers shall be discharged/returned by the Employer as promptly as possible, but not later than 30 days after the expiration of the period of tender validity.

DMRC – TOM OPERATING SERVICES - TOS-01/2011

- 1.20 The tender security shall 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, or
 - c. In the case of a successful tenderer, if he fails to:
 - i. Furnish the necessary performance guarantee.
 - ii. Commence the work as per terms & conditions of Tender after issuance of LOA
 - iii. Enter into the Contract within the time limit.
- 1.21 No interest will be payable by the Employer on the tender security amount cited above.

2. O&M ORGANISATIONS

- 2.1 The Executing Agency for MRTS Project is Delhi Metro Rail Corporation Limited (DMRC). DMRC office is located at:
**O/o the General Manager/Operations,
Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001
Tel: +91(11)23417910-12 Extn.34771, Fax: +91(11) 23415833**
- 2.2 Any of the DMRC officials so nominated, and notified from time to time to the Tenderer, will supervise the Ticket Vending services activities.

3. CONTRACT DESCRIPTION

- 3.1 The Tender Document has been designed as per Employer's Requirements and Performance Specifications for Ticket Vending services.
- 3.2 The contract so allotted shall be for a period of One year and can be extended for a period of one year further after reviewing the performance of the contractor.

4. CONSORTIUM

- 4.1 There can be a maximum of three members in a consortium.
- 4.2 The technical and financial capabilities of only those members with equity stake equal to or greater than 26% in the Consortium shall be considered relevant for evaluation. It is clarified that the technical experience and financial capabilities of any other group company or holding company or subsidiary company of any bidder / consortium member shall not be considered for evaluation unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the consortium.
- 4.3 The consortium as a whole (with cumulative effect) must satisfy eligibility criteria i.e. technical and financial capabilities.
- 4.4 Each consortium must specify the proposed equity shareholding and nominate a Lead Member of the consortium. This shall be enshrined in the Memorandum of Agreement signed by all consortium members and

DMRC – TOM OPERATING SERVICES - TOS-01/2011

submitted alongwith the tender document. The Consortium agreement should be on non-judicial stamp paper signed by each & every authorized signatory along with their copy of authorized Power of Attorney duly notarized.

- 4.5 If the successful bidder is a consortium of firms, the License Agreement shall be signed with entire consortium i.e. all the consortium members shall be party to the License Agreement.
- 4.6 There will be no change in the consortium’s proposed shareholding structure in the submitted tender, till the completion of the project.
- 4.7 All members of the Consortium shall be liable jointly and severally, for the execution of the project in accordance with the terms of the License Agreement. However, a single performance guarantee from the lead member only shall be submitted for the consortium.
- 4.8 Any individual bidder or member of a consortium cannot be a member in another consortium and participate in this tender.

5 TENDER DOCUMENT

- 5.1 Tenderers are required to submit the Tender Document and associated information as herein requested.
- 5.2 Tenderers should attach clearly marked and referenced continuation sheets in the event that the space provided in the Document is insufficient. Alternatively, they may format the document making due provision for incorporation of the requested information.
- 5.3 Tenders must be submitted by hand in person, in the office of the GM(Operations), DMRC **Not later than 15.00 hrs. on 31.05.2011.**
- 5.4 Submissions shall be made in document comprising one 'Original Set' and addressed to O/o General Manager (Operations) DMRC at the address shown below:

**O/o the General Manager/Operations,
Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi–110001**

Tel: +91(11)23417910-12 Extn. 34771, Fax: +91(11) 23415833

All envelopes shall be titled "**TENDER DOCUMENT FOR TOM OPERATING SERVICES TENDER – TOS-01/2011**" and clearly marked in English:

Name of Applicant :

- 5.5 Information supplied by a tenderer (or other constituent member if the applicant is a consortium) must apply to the applicant or the constituent member named in the document and not, unless specifically requested, to other associated companies or firms.
- 5.6 DMRC will review and evaluate the information submitted by applicants. It should be noted that no Sub-Contractor would be evaluated.

TECHNICAL & FINANCIAL SECTION

1. The tenderer must work independently on its own. No sub contractor (FOR WHOLE OR A PART OF CONTRACT) will be entertained.
2. Emergency works arisen should be attended promptly within 24 Hrs of notification or as per the instructions of DMRC authorized representative.
3. The company should work as per contract labor law. All statutory obligations under labour laws and any enactments for benefit of employees of the applicant shall be scrupulously observed by the applicant. The applicant shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Acts, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF and MP Act, ESI and various other acts as applicable from time to time with regard to the labour/personnel engaged by the applicant.
4. The contractor has to submit the police verification of their staff involved in the execution of the contract.
5. The contracting company should have communication equipped control room service in NCR for co-ordination with DMRC
6. The contractor will be required within his Internal Quality Control Program to ensure that all works are checked and completed to international standard.
7. The contractor shall carry out the work at designated locations. DMRC will oversee the coordination between the designated contractors. However, the contractor will be allowed to have liaison with the other contractors wherever needed.

DETAILS REQUIRED IN TECHNICAL BID

1. In the event of the tenderer being a company the same should be registered with the Registrar of Companies, under Indian Companies Act, 1956 of India.
2. Registration with service tax department, ESI, PF along with copy of latest return filed is required to be submitted at the time of submission of the tender by each tenderer (for each party in case of consortium). If the above documents are not submitted, the reason for non submission must be quoted by the tenderer otherwise tender likely to be rejected at the time of evaluation of Technical Bid itself.
3. Average Annual financial turnover during the last 3 years, ending 31st March of the current financial year, should be at least 30% of the estimated cost (i.e. Contract Value).
4. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

DMRC – TOM OPERATING SERVICES - TOS-01/2011

- a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost, or
- b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost, or
- c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means work for provision of frontline computer trained manpower for providing customer related services such as ticket vending, collection of toll at toll plaza, cash counters in Multiplex, Malls and other similar commercial places.

COMMERCIAL BID OF ONLY THOSE TENDERERS WILL BE OPENED WHO QUALIFY THE TECHNICAL BID CRITERIA.

LANGUAGE OF TENDER

- 5.7 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. Submitted documents will not be returned.
- 5.8 Each Tenderer shall submit only one tender. If a tenderer submits more than one tender, the tenders are liable to be rejected.
- 5.9 The tenderer should quote in figures as well as in words the rate and amount tendered by them in the Commercial Bid.
- 5.10 The tenders in the prescribed form duly completed, Technical Bid (along with addendums issued for the tender) in sealed envelope No.1 duly marked as Technical Bid, Earnest Money Deposit of Rs.1 Lakh (Rupees One Lakh Only) as Tender Security in the form of Demand Draft/Pay Order in favor of "Delhi Metro Rail Corporation Ltd., Delhi, in envelope No.2 duly marked as Earnest Money Deposit and Commercial Bid in envelop No.3 duly marked as Commercial Bid, duly sealed & signed, shall be received in the O/o General Manager (Operations), Right Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110001. The envelope should be sealed super-scribed–TOM Operating Services Tender–TOS-01/2011 on the top and Tenderer's Name & Address at the bottom of the sealed envelope.

TENDER OPENING

- 5.11 Technical Bid will be opened 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 General Manager (Operations), Right Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110001. 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 Bid. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered

DMRC – TOM OPERATING SERVICES - TOS-01/2011

- 5.12 On opening of the main Tender envelopes, it will be checked if they contain Technical & Commercial Bids.
- 5.13 Technical Bid 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 Commercial Bid will not be considered for further processing
- 5.14 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.
- 5.15 The sealed Commercial Bid will be kept in the safe custody of the Employer and will be opened on a subsequent date after evaluation of Technical Bid. Commercial Bid of all technically found suitable offers will be opened and the date for opening of Commercial Bid shall be informed separately.
- 5.16 The tender is not transferable under any circumstances.
- 5.17 Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- 5.18 Tender in any form other than the prescribed form issued by DMRC will not be entertained and will be summarily rejected.
- 5.19 Tenders with revised/modified rates/offer after opening of the tenders will be summarily rejected and the entire Earnest Money Deposit submitted with the tender will be forfeited.
- 5.20 DMRC reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of DMRC in this respect shall be final.
- 5.21 Prior to the expiry of the period of tender validity, DMRC will notify the successful tenderer in writing, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, 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 as an unconditional acceptance of LOA, within three days from the date of issue of LOA by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers. The Letter of Acceptance will constitute a part of the contract. Upon "Letter of acceptance" being signed and returned by the successful tenderer, the employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

SIGNING OF AGREEMENT

- 5.22 The employer shall prepare the agreement in the proforma included in this document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories, will be supplied by the Employer to the Contractor.
- 5.23 Prior to signing of the Contract Agreement, the successful tenderer shall submit the following within a period of 30 days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee
 - b. Power of Attorney
 - c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating :
 - i. Percentage Participation of each member/partner
 - ii. Joint and several liability of the partners

PERFORMANCE SECURITY

- 5.24 The successful tenderer shall furnish to the Employer a security in the form of a bank guarantee for an amount of 10% of the Contract Price, in accordance with Clause 15.0 of the General Conditions of Contract. The validity shall be six month beyond expiry of contract. The Bank Guarantee has to be from a scheduled Commercial Bank based in India and the Form of Performance Security provided in this Volume shall be used. Failure of the successful tenderer to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security, in which event the Employer may make the award to the next lowest evaluated tenderer.

CANCELLATION OF LETTER OF ACCEPTANCE (LOA)

- 5.25 In case successful Tenderer fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender after issuance of LOA then the LOA shall be cancelled and the tender security shall be forfeited.

Proforma of Certificate

(On Firm's Letter Head)

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

(Signature) _____

Name of signatory _____

Capacity of signatory _____

* should be supported by authorized Power of Attorney in favour of authorized signatory along with their copy of board resolution.

PRO-FORMA LETTERS

**PRO-FORMA LETTER OF APPLICATION (on Firm's Letter Head)
(Separate letter required for each Applicant)**

The Managing Director,
Delhi Metro Rail Corporation Ltd.,
Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,
New Delhi 110001,
India.

(Applicant to provide date and reference)

Dear Sir,

APPLICATION FOR TOM OPERATING SERVICES–TOS-01/2011 AT METRO STATIONS

We, hereby make application for TOM Operating Services Contracts. In support of the application we submit herewith in Original the required documents. We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken:

- i. Our name will be removed from the list of shortlisted applicants any time during the tender process or after award of the contract.
- ii. Any tender submitted by us on the basis of short listing may not be considered.
- iii. If any tender from us is accepted and a contract awarded to us on the basis of our short listing, the tender acceptance may be withdrawn and the contract awarded to us cancelled with out any financial claim / Arbitration request from our side.

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

This application is submitted on behalf of a joint venture/partnership/consortium (applicant to delete as appropriate) comprising (applicant to state the names of each member) and of which (applicant to insert name of leading

DMRC – TOM OPERATING SERVICES - TOS-01/2011

member of joint venture/partnership/consortium) has agreed to act as leader. Each member has prepared a statement of participation in relation to this application and these are contained in Section 2 herewith on page.

Yours faithfully,

(signature)

Name of signatory:

Capacity of signatory:

Name and address of applicant (or of leader if applicant is a consortium)

.....

**PRO-FORMA LETTER OF PARTICIPATION FROM EACH MEMBER OF A
CONSORTIUM**

**(On each Firm's Letter Head)
(Separate letter required for each Applicant)**

The Managing Director,
Delhi Metro Rail Corporation Ltd.,
Metro Bhawan,
Fire brigade Lane,
Barakhambha Road,
New Delhi 110001, India

(Applicant to provide date and reference)

Dear Sir,

**APPLICATION FOR TOM OPERATING SERVICES–TOS-01/2011 AT METRO
STATIONS**

We wish to confirm that our company/firm (delete as appropriate) has formed/intends (delete as appropriate) to form a consortium with (member to insert names of all other members of the consortium) for purposes associated with Contract.

We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken:

- i. Our name will be removed from the list of shortlisted applicants any time during the tender process or after award of the contract.
- ii. Any tender submitted by us may not be considered.
- iii. If any tender from us is accepted and a contract awarded to us, the tender acceptance may be withdrawn and the contract awarded to us cancelled with out any financial claim / Arbitration request from our side.

(Members who are not the lead member of the consortium should add the following paragraph).

The consortium is led by (member to insert name of lead member) whom we hereby authorise to act on our behalf for the purposes of applying for short listing.

(Members being the lead member of the consortium should add the following paragraph)

In this consortium we act as leader and, for the purposes of applying for the tender, represent the consortium.

DMRC – TOM OPERATING SERVICES - TOS-01/2011

In the event of our consortium being invited to tender for Contract we agree to be jointly (with other members of our consortium) and severally liable to Delhi Metro Rail Corporation Limited. (DMRC), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between DMRC and our consortium.

Yours faithfully,

(Signature)

(Name of Signatory)

(Capacity of Signatory)

TOM OPERATING SERVICES

TOS-01/2011

COMMERCIAL BID

(Commercial Bid of only those applicants would be evaluated who qualify the Technical Bid)

PROCESS OF EVALUATION

1.0 EVALUATION OF COMMERCIAL BID

- 1.1 All Technically acceptable tenders will be eligible for consideration of their Commercial Bid.
- 1.2 The evaluation of Commercial Bid by the Tender Committee will take into account, in addition to the tender amounts, the following factors: -
 - a) Arithmetical errors corrected by the tender committee in accordance with Clause 2.0 below.
 - b) Such other factors of administrative nature as the tender committee may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 1.3 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 DMRC, shall not be taken into account in tender evaluation.

2.0 CORRECTION OF ERRORS

- 2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the tender committee for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the tender committee 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 tender committee there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 2.2 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

3.0 AWARD OF CONTRACT – AWARD CRITERIA

- 3.1 DMRC will award the contract to the Lowest Bidder(L1), whose tender has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the tender document. Also, the contract may be awarded jointly to the Lowest Bidder (L1) & 2nd Lowest Bidder(L2) in the ration 70:30 of Quantity of Shifts provided 2nd Lowest Bidder(L2) is technically eligible and L2 matches the rate of Lowest Bidder(L1). Further the said ration 70:30 will be applied to the no. of 4 hrs. shifts to be deployed and since the deployment keeps on varying on day to day basis the said ration will be maintained to the extent possible. DMRC will not accept any claim or

compensation in this regard on account of non maintenance of said distribution of work between Lowest Bidder(L1) and 2nd Lowest Bidder(L2).

4.0 DMRC'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 4.1 Notwithstanding clause 3.1 above, DMRC 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 tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for DMRC's action. No claim / compensation whatsoever will be entertained in this regard.

DMRC – TOM OPERATING SERVICES - TOS-01/2011

TENDER FOR TOM OPERATING SERVICES – TOS-01/2011

COMMERCIAL BID

S/N	Description	(A)Quantity (Nos.)	Rate (minimum requirement) (In Rupees)					Expdr. on Uniform (@ 2% on E) (F)	Net Rate (G=E+F) ***	Monthly Expdr. (In Rupees) (H=A*G)
			Enhanced Minimum Wages* (A)	PF Cont. (@ 13.61%) (B)	ESI Cont. (@ 4.75%) (C)	Bonus (@ 8.33%) (D)	Total (E=A+B+C+D)			
1.	Supply of manpower for one calendar month (for 8 hours shift per day irrespective of no. of days in a month)									
1	Ticket Vending Personnel	36	8,670	1,180	412	722	10,984	220	11,204	4,03,344/-
2	Supervisor	1	9,430	1,283	448	786	11,947	239	12,186	12,186/-
TOTAL AMOUNT (PER MONTH) [H]								Rs.4,15,530/-		
TOTAL BOQ AMOUNT FOR 1 YEAR [I=H*12]								Rs.49,86,360/-		
TENDERER'S QUOTED PERCENTAGE ** (%AGE above the BOQ amount of Rs.49,86,360/- including all taxes & duties as per Clause 1.16 of the tender document) [J]								Figures : _____ Words : _____		
TENDERER'S QUOTED AMOUNT [K=I*{(100+J)/100}] ** (including all taxes & duties as per Clause 1.16 of the tender document)								Figures : _____ Words : _____		

* For 8 hours shifts per day irrespective of no. of days in a month. However, manpower may be deployed in 4 hours / 2 hours shifts as well and payment will be released on pro-rata basis. Enhanced Minimum Wages have been calculated based on GoI, Ministry of Labour & Employment Notification No.ND/95(MW-2)2010-ES-II(Constrn) dated 01.11.2010 wherein the Minimum Wages, effective from 01.10.2010, applicable for 26 days is multiplied by the conversion factor $[365 / 26 * 12 = 1.17]$

** The quoted percentage / amount should include Service Tax also for which Service Tax Numbers must be quoted on each invoice.

*** Payment would be released according to number of 4 hours shifts manned. The contractor should quote 4 hour shift amount as under: -

S/N	Item	Quoted rate per 4 hour shift per day = [Net rate (G) * {(100+J)/100} * 12 / (365 * 2)]
1.	Ticket Vending Personnel	
2.	Supervisor	

Signature of the Contractor
or his Authorized signatory

Dated

DMRC – TOM OPERATING SERVICES - TOS-01/2011

NOTES :

1. The Bill of Quantities shall be read in conjunction with Notice Inviting Tender (NIT), Instructions To Tenderers (ITT) General Conditions of Contract (GCC) and other provisions of the tender document.
2. The tenderer has to quote percentage above the BOQ amount and also compute the total quoted amount. The quoted percentage and amounts should be filled both in figures and words. If any discrepancy is noticed between the two, then the amount written in words shall be considered final. Also, if any discrepancy is noted between quoted percentage/rate and amount, the quoted percentage/rate shall be taken as final and amount will be accordingly corrected.
3. The quoted rates / amounts are for complete items in all respect. It will be deemed to include all incidental charges, supervision, uniforms, transport, contractor's profit and establishment / overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
4. The Tenderers quoted rates / amounts are inclusive of all taxes, statutory contributions etc.
5. The duty hours of the staff deployed will be a maximum of 8 hrs / day. If duty time exceeds 8 hrs, overtime charges will be paid on prorata basis to be worked out on the basis of minimum wage enhanced by contractors quoted percentage.
6. No escalation will be payable on the quoted price. However, for the purpose of payment to contractor, minimum wages will be taken as the rates prevailing in the concerned month notified by government of NCT of Delhi or Central Government, whichever is higher, from time to time notwithstanding the rates mentioned in the BOQ above. The amount of statutory contributions e.g. PF, ESI & Bonus will also be suitably computed as per prevailing rates. The contractor will be paid total of minimum wages, PF contribution, ESI contribution and Bonus enhanced with the quoted percentage. The contractor has to pay at least minimum wages and other statutory contributions / payments to the manpower and maintain necessary records prescribed in the statutes and/or as directed by the Officer-in-charge. Before, release of each RA bills / Final bill, the contractor has to produce the records and documentary proof of payments and statutory contributions up to the previous month.
7. All columns in the Bill of Quantities shall be filled in indelible ink and the total tender amount shown in the bottom. The person authorized to sign on behalf of the tenderer shall sign in full with company seal and date.
8. Income Tax and other statutory deductions as applicable will be deducted from every RA bill till completion of work

FORM OF AGREEMENT

DMRC – TOM OPERATING SERVICES - TOS-01/2011

This Agreement is made on the _____ day of _____ 2011 Between Delhi Metro Rail Corporation Limited office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 hereinafter called “the Employer” of the one part and _____ (Name & Address of Contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that (***)certain services should be provided and) certain works should be executed, viz. TOM Operating Services at Various Stations/Locations of Delhi Metro Rail Corporation Limited hereinafter called “the Works/Services” and has accepted a Tender by the Contractor for the execution and completion of such works/services.

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 Terms & Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance
 - (b) Terms and Conditions
 - (c) Notice Inviting Tender
 - (d) Commercial Bid
 - (e) Form of Tender
 - (f) Addendums, if any
 - (g) General Conditions of Contract
 - (h) Any other documents forming part of the contract.
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/services by ** _____ 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/services, the Contract Price of **Rs. _____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the contract.

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.

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

8. It is agreed that DMRC Ltd. while awarding the contract may split the quantities given in Bill of Quantities (BOQ) amongst more than one tenderer and the contract may be awarded to more than one tenderer. We hereby agree to execute the same as per DMRC Ltd. decision.

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

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

For & on behalf of the Employer
Signature of authorized official

Name of the official

Name of the official

Stamp /Seal of the Contractor
SIGNED, SEAL AND DELIVERED
By the said

Stamp /Seal of the Employer
By the said

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

_____ 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 From of Agreement.
- *** To be deleted if not applicable.

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Delhi Metro Rail Corporation limited has awarded the contract for TOM Operating Services Contract (TOS-01/2011) for -----Rail Corridor of Delhi MRTS Project (hereinafter called “the contract”) to M/s _____ (Name of the Contractor) (hereinafter called “the Contractor”).
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now _____ we _____ the Undersigned _____ (Name of the Bank) being fully authorised to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period.

DMRC – TOM OPERATING SERVICES - TOS-01/2011

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2011 being herewith duly authorised.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name :
Designation :
I.D. No. :
Stamp/Seal of the Bank :

Signed, sealed and delivered

for and on behalf of the Bank
by the above named _____

In the presence of :
Witness 1.
Signature
Name
Address
Witness 2.
Signature
Name
Address

FORM OF TENDER

(To be submitted on Firm's Letter Head)

Dated: _____

Managing Director,
Delhi Metro Rail Corporation Limited,
Right Wing, 4th Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001

TOM OPERATING SERVICES TENDER

TOS-01/2011

GENTLEMEN,

1. Having visited the DMRC's system/section, examined the Terms and Conditions of contract as well as Instructions to Tenderers including Annexures, pricing document, and addenda thereto (if any) issued by the DMRC for Ticket Vending Services at various stations/installations of DMRC, we hereby (jointly and severally)* offer to execute the works/services in conformity with the above documents for the sum stated in the Pricing Document as completed by us and appended hereto.
2. We undertake (jointly and severally)* to execute the whole of the works/services as per the conditions.
3. We undertake (jointly and severally)*
 - (a) to keep this tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*, and
 - (b) If this Tender is accepted, to provide, as security for the due performance of the Contract of 10% of the contract amount.
4. We submit with this Tender a Tender Guarantee in respect of our obligations under this Tender.
5. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

DMRC – TOM OPERATING SERVICES - TOS-01/2011

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

We are Gentlemen,
Yours faithfully,

Witness:

Signature : _____

Date : _____

Name : _____

Address: _____

Witness:

Signature : _____

Date : _____

Name : _____

Address: _____

Witness:

Signature : _____

Date : _____

Name : _____

Address: _____

Signature : _____

Date : _____

Name : _____

For and on behalf of

Address: _____

Signature : _____

Date : _____

Name : _____

For and on behalf of

Address: _____

Signature : _____

Date : _____

Name : _____

For and on behalf of

Address: _____

*Note :

If the Tenderer comprises a partnership, joint venture or consortium:

DMRC – TOM OPERATING SERVICES - TOS-01/2011

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

***TERMS AND CONDITIONS
(PART – III)***

SPECIAL CONDITIONS OF CONTRACT

1. (GENERAL)

- 1.1 The contractor shall be responsible for ticket vending services. Duty shall be in four hours shift and thereafter in the multiple of 2 hrs shifts generally any time from 05:00 hrs to 24:00 hrs of night. Timings of the shift are changeable and shall be fixed by DMRC from time to time depending upon the requirements/traffic pattern.
- 1.2 TOM working ID's & Log-In card shall be supplied to the contractor or his authorized supervisor as per need ascertained by DMRC & to keep its custody will be the sole responsibility of contractor. If any loss/misuse of this is done / found then recovery will be done accordingly along with suitable penalty from the bills of contractor. Refer S/N 9 & 13 of 12.0 of penalties below.
- 1.3
 - A) The personnel to be supplied by the contractor for ticket vending services should be adequately trained in handling money transactions and well versed in operating the TOM installed at Delhi Metro Stations and should have a qualification of at least 12th pass. The speed/efficiency of each of the personnel supplied should be such that he is able to transact /attend to at least four passengers in the queue per minute duly issuing the proper tickets/tokens as requested by the passengers, charging them the exact fare as fixed by Delhi Metro, returning the exact amount of due balance money to the passengers and keeping the proper account of money so collected from the passengers.
 - B) Adequate supervision will be provided to ensure correct performance of the Ticket Vending Services in accordance with the prevailing assignment & instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of contractor deployed at stations the supervisory staff will move in their areas of responsibility as per the due procedure issued by DMRC. One Supervisory shift shall be @ 50 shifts of Tom Operators. The minimum qualification for supervisors should be at least Graduate. Supervisors should be provided with mobile telephone by contractor for maintaining efficient & regular communication with DMRC representatives
- 1.4 The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the passengers and should project an image of utmost discipline. DMRC shall have the right to have any person recalled from DMRC system in case of passenger complaints or as decided by DMRC's representative if the person is not performing the job satisfactorily or otherwise. In case staff is not working upto the satisfaction of DMRC, he may be issued recorded warning with or without penalty & if such Warnings exceeds 3 in a years then the contractor is required to recall the staff from DMRC system. The contractor shall have to arrange the suitable replacement in all such cases.

DMRC – TOM OPERATING SERVICES - TOS-01/2011

- 1.5 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with DMRC.
- 1.6 Tenderer and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by DMRC and shall not knowingly lend to any person or company any of the effects of DMRC under its control.
- 1.7 The ticket vending services staff shall not accept any gratuity or reward in any shape or form.
- 1.8 Under the terms of their employment agreement with DMRC ticket vending services staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of DMRC
- 1.9 Contractor shall ensure that its personnel shall not at any time, without the consent of DMRC in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by DMRC and shall not disclose to any person information to the affairs of DMRC. This clause does not apply to the information, which becomes public knowledge.
- 1.10 Cash of ticket vending staff can be checked by Station Staff or DMRC representatives during the course of duty
- 1.11 The contractor's personnel shall strictly follow the procedure as approved by DMRC for entering DMRC's system and also accessing any part/portion of AFC System/Net work.
- 1.12 "Letter of Acceptance" means the notice issued by DMRC to the contractor communicating the date on which the work/services under the contract are to be commenced on various sections/stations of DMRC
- 1.13 The rates as accepted by DMRC shall be applicable uniformly for all working days including Weekdays, Weekends, Gazetted Holidays, National Holidays, Festivals etc.
- 1.14. (A) During the course of contract, if in the opinion of DMRC, breach of contract or any negligence on the part of contractor's personnel has taken place, which the contractor fails to remedy within seven days of having received written notice of the failure, DMRC shall be entitled to terminate the contract duly issuing 15 days notice to the contractor in writing. In such case the Contractor's Performance guarantee shall stand forfeited in DMRC's favour.
(B) In the event of default being made in the payment of any money in respect of wages of any person employed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof there of is furnished to the satisfaction of the Labour Authorities, DMRC may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by DMRC from the contractor.
- 1.15 If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or

DMRC – TOM OPERATING SERVICES - TOS-01/2011

- Regulations, be directed to be paid by DMRC, such money shall be deemed to be payable by the contractor to DMRC within seven days after the same shall have been demanded from the contractor. DMRC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor.
- 1.16 The contractor shall indemnify and hold DMRC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 1.17 During any urgency on written requisition of employer representative additional manpower is to be made available for works/services not covered under scope of work.
- 1.18 The contractor shall raise the bill on the basis of a monthly summary of the activities (on a format approved by DMRC) executed and verified by the Contractor & Station Managers and AM/Line respectively (To be submitted in original along with bill). The payment would be made on the actual quantity of work executed.
- 1.19 The client will maintain a register on which day to day deployment of staff will be entered. This will be countersigned by the concerned official of DMRC. While preparing the bill, the deployment particulars of the labour engaged during each month should be shown. The client has to give an undertaking (on the format), duly countersigned by the concerned official of DMRC, before receiving the 2nd payment onwards.
- 1.20 Contractor will maintain all record of property & equipment of DMRC handed over to him for use or under his control. Any damage or loss caused by contractor's persons to the Delhi Metro Rail Corporation Limited in whatever form would be recovered from the contractor. Contractor shall not be held responsible for the damages/sabotage caused to the property of DMRC due to the trade union/riots/ mobs/armed dacoit activities or any other event of force majeure.

2.0 SPECIAL ATTENTION

- 2.1 The Contract will be awarded to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who satisfies the appropriate standards of capacity and financial resources.

3.0 RIGHT OF WAY

- 3.1 Right of way (within station of work) to the work site only at his/her working i.e. paid to unpaid area will be provided to the Contractor staff.

4.0 COORDINATION WITH OTHER CONTRACTORS

- 4.1 The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages of the same nature.

5.0 SUFFICIENCY OF TENDER

- 5.1 The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.
- 5.2 The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the activities given in the schedule of work.

6.0 NOTICES AND INSTRUCTIONS

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

7.0 USE AND CARE OF SITE

- 7.1 The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in-charge.

8.0 ACCIDENTS

- 8.1 It shall be the entire responsibility of the contractor to adopt all the safety measures & deploy staff who are adequately trained in safety. If any accident occurs within the station area due to ticket vending services operations or due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.

9.0 CONTRACTOR'S STATUTORY OBLIGATION TOWARDS EMPLOYEES

- 9.1 The Ticket Vending Services Personnel supplied will be employee of the tenderer and all statutory liabilities will be paid by the contractor such as ESI, PF etc.
- 9.2 As far as EPF & MP Act is concerned, it shall be the duty of the contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for DMRC works, is required to be submitted to DMRC. In any eventuality if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time. DMRC is entitled to recover the equal amount from any money due or accrue to the contractor under this or any other contract with DMRC and deposit the amount in the name of the contractor with RPFC, with an advice to RPFC, duly furnishing particulars of labour engaged for DMRC works. Contractor shall be required to submit the details of PF/ESI deductions and submission etc. of every staff while presenting the monthly bill.
- 9.3 Every month contractor will submit a certificate, along with the bill raised, for adherence to payment of minimum wages on time, ESI deduction, PF

DMRC – TOM OPERATING SERVICES - TOS-01/2011

- deduction (EPF, EDLI & Admn. Charges) & remittance of this to concerned government agencies.
- 9.4 The contractor will cover its Ticket Vending services staff for personnel accident and death whilst operating the duty. Contractor shall obtain at his own cost stipulated insurance cover under following requirement:-
- a) Contractor's all risk and third party cover.
 - b) Liability under the workman's compensation Act, 1923, Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970.
 - c) Accident to staff, supervisors and others who are not covered under workman's compensation act.
- 9.5 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum wages act, contract Labour (Regulation and abolition) Act, EPF & MP Act, ESI and various other acts as applicable from time to time with regard to the labour/ personnel engaged by the contractor for Delhi Metro's work. Any escalation/revision/Change of cost due to revision in Minimum Wages, as declared by the Delhi Government or the Central Government, whichever is higher, shall be compensated by DMRC.

10.0 DEDUCTIONS TO BE MADE FROM CONTRACTOR'S BILL

- 10.1 Tax deduction at source from each on-account progress bill shall be made by the employer as per the provisions of the statutes / acts of statutory bodies / local authorities etc.

11.0 PERIOD OF CONTRACT

- 11.1 The period of contract is for one year. Extension of contract beyond one year will be on the sole discretion of DMRC. However the work should be started with in 7 days from the issuance of letter of acceptance. Contract can be extended for a period of one year further after reviewing the performance of contractor every year.

12.0 Penalties

S/ N	Offence	Penalty (With or without warning)
1	Poor dress code	Upto Rs. 200/-
2	Using mobile phone on duty/Listening music on mobile phone	
3	Improper Cleanliness of the TOM Counter	
4	Mis-behavior and poor customer support	Upto Rs. 500/-
5	Violation of Business Rule	
6	Public Complaints	
7	Breach of instructions	

DMRC – TOM OPERATING SERVICES - TOS-01/2011

8	Late reporting, leaving place of duty before schedule time or without information to on duty Station Controller.	
9	Loss of login card	Rs. 500/-
10	Under Value token issued & proved.	Upto Rs 1000/-
11	Cash mismatch during inspection or otherwise.	
12	Overcharging	
13	Misuse of login card	To be decided by Competent authority.
14	Violation of Terms & Conditions of Contract	
15	Working at TOM/CCC with personal cash	
16	Delay in payment of dues to any workmen (per day per workman)	Rs.100/-
17	Making payment in the absence of Principal Employer's representative (for each violated date) – for Cash payments only	Rs.10,000/-
18	Non-compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance informed in writing, under the contract)	Rs.5,000/-

The above mentioned penalty amount shall be imposed on contractor & same shall be deducted from contractor's bill and nowhere it shall be constituted that it has been imposed on individual operator.

Any liabilities arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by contractor including all expenses/fines. The concerned contractor's personnel shall attend the court, as & when required.

13.0 SECURITY MEASURES

13.1 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. A fine up to Rs.50,000/- shall be imposed on the contractor plus recovery of cost of items/equipments in addition to the police action against the staff if any employee of contractor is caught stealing DMRC property. Decision of DMRC shall be final.

13.2 Contractors' employees and representatives shall wear Identification Badges, uniforms duly approved by DMRC while performing duty and these are to be provided by the Contractor. Badges shall identify the employee's name and shall be worn at all times while on duty.

13.3 Contractor shall submit the undertaking that police verification of each employee and staff is completed before allowing him/her to perform duty. In case the employee is changed, then the contractor shall inform DGM/Operations office and also submit the police verification status of changed person. However employee may be permitted to perform duty

DMRC – TOM OPERATING SERVICES - TOS-01/2011

upto 15 days from the date of issue of authorization list till his/her police verification formalities are completed.

14.0 PAYMENT

- 14.1 For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Attendance sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- 14.2 The contractor shall submit original copies of attendance sheet of staff showing quantity of shifts performed through SC/SM & AM/Line.
- 14.3 The payment shall be made on a monthly basis for no. of manpower supplied per 8 hours shifts for a complete month (irrespective of no. of days) which shall be derived from no. of 4 hours / 2 hours Shifts worked in a month. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.
- 14.4 As far as possible contractor should make payment to the employees through ECS / Cheque. In case of exigencies, the employees may be paid in cash, however, the cash payment shall be witnessed and certified by the concerned DMRC supervisor / nominated DMRC representative. Details of payment made to the employees, including bank statement, should be submitted by the contractor along with monthly bills.

15.0 CONTRACTOR'S OFFICE

- 15.1 The Contractor shall establish an office in the National Capital Territory of Delhi in consultation with the DMRC for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to DMRC. In addition, the Contractor may set up field offices at convenient and approved locations within DMRC premises for co-ordination and for monitoring the progress of fieldwork as per DMRC's requirement.

16.0 ADVANCES

- 16.1 No advances shall be paid to the Contractor.

17.0 Ticket Vending Services Records:

- 17.1 Contractor will have to maintain proper records of Ticket Vending Services for verification and ready reference.

18.0 Ticket Vending Services Personnel

- 18.1 The personnel deployed for the Ticket Vending Services operations should be qualified and trained in the relevant work and have the knowledge of safety procedures. The Personnel deployed should be covered with all statutory requirements at the cost of the contractor. The payment to the staff shall be made through bank except in unavoidable circumstances. Detail of payments duly certified by the bank to be submitted with next month bill without which payment will not be released.

19.0 Supervision & Communication facility:

- 19.1 Adequate supervision will be provided to ensure correct performance of the said Ticket Vending Services in accordance with the prevailing assignment & instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of tenderer deployed at stations the supervisory staff will move in their areas of responsibility as per the due procedure issued by DMRC.
- 19.2 Supervisors should be provided with mobile telephone by contractor for maintaining efficient & regular communication with DMRC representatives.

20.0 TRAINING

- 20.1 DMRC will give basic training / familiarization of the ticketing system for the personnel of the contractor under the contract initially and this period will not be counted as shifts manned by contractor's personnel for the purpose of payment under the contract. This training shall be charged at the rate of Rs.150/- per person for a batch of minimum 20 persons. If batch size is more than 20, that will be charged on pro-rate basis. The payment of training fee shall be deposited in form of Bank Draft in favour of DMRC Ltd. under proper covering letter.
- 20.2 Contractor should have his own training facilities at his premises for further training which includes at least a room with a capacity of 25 people and necessary training aids where staff is trained on regular interval to enhance customer satisfaction level. Whenever training is imparted to staff DMRC should be informed so that DMRC representative may visit the Training place. The contractor shall arrange training for his staff for at least two full days every year by a reputed Training Firm in the field of Customer care at his own cost, at his venue or at the venue of training firm or any other neutral venue.

21.0 Force Majeure

- 21.1 If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil, riots, tempest, acts of God, which may prevent either party to discharge his obligation (except court or similar bodies Judgments / instructions), the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 30 days, whichever is more, either party may at its option terminate the contract.

22.0 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.

All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with the service agreement shall in the first place be referred to a sole conciliator appointed / nominated by GM / Director DMRC on receipt of such requests from either party.

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.

22.1 Arbitration Procedure

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

22.2 Rules governing Arbitration Proceedings

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

GENERAL CONDITIONS OF CONTRACT

Part-IV

(to be provided on demand)