

DELHI METRO RAIL CORPORATION LIMITED

NOTICE INVITING TENDER (NIT) FOR PROVIDING
ESCALATORS ON LEASE BASIS FOR DELHI
MRTS PHASE - IV PROJECT

NIT for 'Escalators'

NOTICE INVITING TENDER

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NOTICE INVITING TENDER
INSTRUCTIONS TO LESSORS

To	From
	Sr. General Manager / Contracts Delhi Metro Rail Corporation Ltd, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi - 110001

**DELHI METRO RAIL CORPORATION LIMITED
 NOTICE INVITING TENDER (NIT) FOR PROVIDING ESCALATORS
 ON LEASE BASIS FOR DELHI MRTS PHASE - IV PROJECT**

NOTICE OF INVITATION

Delhi Metro Rail Corporation Ltd. (DMRC) invites Notice Inviting Tender (NIT) for providing following Escalators on lease basis for the DMRC Phase – IV Network and maintaining these Escalators for 180 months against payment of lease charges monthly (to be paid by DMRC to Lessor in 180 months) and maintenance charges quarterly (to be paid by DMRC to Lessor per quarter in 45 quarters) by DMRC on the basis of Reliability, Availability, Maintainability and Safety requirements of Escalators, prescribed in Bid Documents.

The requirements of Escalators in Delhi MRTS Phase-IV for Lease and Maintenance Agreement DE-07 (LMA DE-07) are as per following details:-

LMA	Corridors	Approx. Qty. of Escalators
DE-07	Janakpuri West to R. K. Ashram	148
	Mukundpur to Maujpur	48
	Aerocity to Tughlakabad	127
	Total	323

DMRC has adopted single stage, two-packets (technical bid qualification process and financial bid process) bidding process (collectively referred to as the "Bidding Process") for selection of the Lessor for award of the Project. The process involves technical qualification of interested parties / Consortia / JVs in accordance with the provisions of the Notice Inviting Tender Clause No. A3.1 Eligibility of Lessors – Check List and other details mentioned in the Bid Document(s) during the technical evaluation stage.

Where a Lessors bid submittal, has major inadequacies his bid shall be considered to be non-compliant and shall be rejected.

Bids not considered substantially responsive and not full-filling the requirements of the Bid Document(s) as evaluated shall be rejected by DMRC and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

If any bid is rejected, pursuant to above and conditions of Bid Document(s), the Financial Package of such tenderer shall not be opened.

The decision of DMRC as to which of the bids are not substantially responsive shall be final.

The Employer will evaluate the technical suitability for LMA "DE-07". However, financial bids of LMA "DE-07" shall be opened for all Bidders who have submitted substantially responsive Technical Bids at the address, date and time specified by the DMRC.

At time of opening of financial bids, the Bidder's whose representatives are present, shall be requested to sign a register evidencing their attendance.

The work of LMA "DE-07" shall be awarded to L-1 (Lowest financially evaluated Lessor in terms of Present Value of "Total Charges" as defined in Request for Proposal Documents).

A Lessor can submit only one bid. Financial Bids of only such eligible Lessors will be opened who are found substantially responsive and technically compliant. This document of Notice Inviting Tender (NIT) is published by Delhi Metro Rail Corporation Ltd. to solicit and examine the response and carry out technical evaluation of the firms / companies / entities that are supplying or capable of supplying the Escalators and can carry out their maintenance as per the details mentioned in this document.

The timelines and the quantity of Escalators mentioned in this document are subject to change and shall be firmed up by DMRC at the time of execution however bids shall be evaluated on the basis of quantity given in Bid Documents.

The documents describing the Scope of Work and the Terms and Conditions for the NIT are enclosed with this Notice of Invitation.

NIT Document comprises of:

- Notice of Invitation
- Instructions to Lessors.

The Evaluation of Bid Documents shall solely be carried out by DMRC and Financial Bids of only such eligible Lessors will be opened who are found substantially responsive and technically compliant.

Key details:-

Approximate capital cost of work	INR 227.56 Crores (Capital cost of 323 Escalators including all taxes and duties) for LMA "DE-07"
Tender Security	<p>INR 1,00,00,000/- (INR One Crore)</p> <p>Validity of Tender Security in case of BG/TDR/FDR: 13.08.2021</p> <p>Tender Security in case of BG, FDR, Demand Draft, Banker's Cheque (in original) as per clause 1.2.6 of RFP shall be accepted in a sealed envelope clearly marked on top "Tender Security for LMA DE -7" only up to 1500 hrs on 17.12.2020 in the office of Sr. General Manager / Contracts at the address mentioned hereinafter.</p> <p>In case of RTGS/NEFT & IMPS transactions, Lessors shall be required to upload the scanned copies of transaction of payment (clearly indicating UTR No.& tender number i.e. "Tender Security LMA DE -7" in the remarks or description column) of tender security / EMD at the time of online bid submission. The detail of bank account of DMRC is mentioned below this table</p>
Completion period of the Work	216 (Two Hundred Sixteen) Months

	<p>216 Months considering the 36 months initial installation and commissioning of escalators, lease for next 180 months after commercial opening date and maintenance of each escalator for next 180 months after commercial opening date.</p>
Tender documents on sale	<p>From 02.11.2020 to 17.12.2020 (up to 1500 hrs) on e-tendering website portal https://eprocure.gov.in/eprocure/app Tender document can only be obtained online after registration of tenderer on the website www.eprocure.gov.in/eprocure/app. For further information in this regard Lessors are advised to contact on 011-23417910 & 011-23415838</p>
Cost of Tender documents	<p>INR 23,600/- (inclusive of 18% GST) Non-Refundable</p> <p>Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC is mentioned below this table. The Lessors are required to upload scanned copies of transaction of payment (clearly indicating UTR No. & tender number i.e. LMA DE-07 in the remarks or description column) of tender document cost/ tender fee at the time of online bid submission.</p> <p>(Copy of GST registration no. to be provided along with Tender document cost/ tender fee)</p> <p>Note:- The payment of the tender cost is acceptable from any account. However, Lessor shall submit such transaction details along with their bid submission on e-portal. If the same transaction reference number has been submitted for more than one bids. All such bids shall be considered ineligible and summarily rejected.</p>
Bidder's Conference (Pre-bid Meeting-1)	<p>10.11.2020 at 1100 Hrs.</p> <p>The pre-bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex, Microsoft Team, etc. All Prospective bidders shall provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting (latest by 1100 hrs on 09.11.2020) to the registered official email of DMRC i.e. gmcontracts@dmrc.org, so that links having details such as software, meeting ID, password etc. can be mailed to these persons at least 12 hours before the scheduled pre-bid meeting.</p>
Last date of Seeking Clarifications	<p>17.11.2020 upto 1500 Hrs. Bidders to note that seeking clarification on the tender shall be done by sending it either on registered official email id of DMRC i.e. gmcontracts@dmrc.org or on e-tendering portal only.</p> <p>Seeking clarification by fax or post will not be considered. Queries/clarifications from bidders after due date and time shall not be acknowledged.</p>

Bidder's Conference (Pre-bid Meeting-2)	24.11.2020 at 1100 Hrs. The pre-bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex, Microsoft Team, etc. All Prospective bidders shall provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting (latest by 1100 hrs on 23.11.2020) to the registered official email of DMRC i.e. gmcontracts@dmrc.org, so that links having details such as software, meeting ID, password etc. can be mailed to these persons at least 12 hours before the scheduled pre-bid meeting.
Last date of issuing addendum	02.12.2020
Date & time of Submission of Tender online	Tender submission start date: 09.12.2020 (0900 hrs) Tender submission end date: 17.12.2020 (1500 hrs)
Date & time of opening of Tender online (Technical Bids)	18.12.2020 at 1500 hrs.
Authority and place for submission of Bid Document cost, Tender Security amount, seeking clarifications & Pre Bid Meeting	Sr. General Manager / Contracts, Delhi Metro Rail Corporation, 5 th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 email id – gmcontracts@dmrc.org

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
ICICI Bank	9A, Phelps Building, Connaught Place, New Delhi-110001	DMRC Ltd. Tender Cell Account No. 000705045337	Current	ICIC0000007

Please note carefully the requirements for submitting Bid Documents and the date and time for submittal. Late or delayed Bid Documents will not be accepted.

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INSTRUCTIONS TO LESSORS (Including Annexures)

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A. Introduction

A1 Definitions

In this Request for Notice Inviting Tender, the words and expressions shall have the meanings assigned to them, except where the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where the context requires otherwise.

- (i) "**Bidder**" or "**Tenderer**" means the single entity / consortium / joint venture / Special Purpose Vehicle (SPV) submitting the Bid.
- (ii) "**Contract Period**" means the total contract duration in months during which the Lessor shall be responsible for the supply, and maintenance of the supplied Escalators.
- (iii) "**Commencement Date**" means the date of lease agreement.
- (iv) "**Engineer**" means any person nominated or appointed from time to time by the Lessee to act as the Engineer for purposes of the contract and notified as such in writing to the Lessor.
- (v) "**Lessee**" or "**Employer**" means DELHI METRO RAIL CORPORATION LIMITED (DMRC), its legal successors and assignees.
- (vi) "**Lessor**" or "**Contractor**" means the Lessor whose proposal has been finally accepted by the Lessee and the legal successors in title to such person, but not (except with the consent of the Lessee) any assignee of such person.
- (vii) "**Phase – IV**" means the new metro line & any extension in existing DMRC network.
- (viii) Not Used.
- (ix) "**Operator**" means the lessee.
- (x) "**Project**" means "Leasing and maintenance of Escalators for DMRC Phase – IV".
- (xi) "**RFP**" means Request For Proposal.
- (xii) "**EM**" means Escalator Manufacturer.
- (xiii) The "**Bid**" or "**Tender**" or "**Contract**" "**Bid Documents**" throughout this document shall mean the "NIT, RFP, Agreement Documents along with Schedules as applicable in the context"

A2 General Description of the Work

A2.1 General Information

The proposed model envisages to seek offers from Lessors for availability of committed number of Escalators for use in DMRC Phase – IV network for the contract period. The criteria for availability of Escalators have been detailed in the Bid Documents. The Lessor shall be responsible for Supply, Installation, Testing and Commissioning and there after maintenance of Escalators for the contract period.

A2.2 Escalator Supply

The following Table shows likely quantity of Escalators in the respective corridors of Phase – IV Network.

Vertical Height of Travel Band (In Meters)	DE-07		
	Mukundpur to Maujpur	Janakpuri West to R. K. Ashram	Aerocity to Tughlakabad
3.5 m < 4.0 m ≤ 4.5 m	0	1	0
4.5 m < 5.0 m ≤ 5.5 m	0	17	0
5.5 m < 6.0 m ≤ 6.5 m	0	29	102
6.5 m < 7.0 m ≤ 7.5 m	32	57	0
7.5 m < 8.0 m ≤ 8.5 m	0	10	6
8.5 m < 9.0 m ≤ 9.5 m	0	8	5
9.5 m < 10.0 m ≤ 10.5 m	0	1	4
10.5 m < 11.0 m ≤ 11.5 m	16	19	6
11.5 m < 12.0 m ≤ 12.5 m	0	4	4
12.5 m < 13.0 m ≤ 13.5 m	0	2	0
13.5 m < 14.0 m ≤ 14.5 m	0	0	0
14.5 m < 15.0 m ≤ 15.5 m	0	0	0
Total	48	148	127

Note:-

- (1) The above quantity and vertical height of travel for Escalators are subject to change and shall be firmed up by DMRC during execution stage of Phase - IV however bids shall be evaluated on the basis of quantity given in Bid Document(s).
- (2) The above vertical height of travel band for escalators may vary from 3.0 m band to 18.0 m band depending upon site requirements and Lessor has to mandatorily execute the work of escalators accordingly.

DMRC at his discretion may advise the Lessor in writing about revised (increase or decrease in quantity of escalators limited to ±25% of original tendered quantity or part thereof as mentioned in Letter of Award at the same terms and conditions) requirement of Escalators in DMRC Phase – IV. For any revision in quantity, DMRC may exercise the option up to 30 months from the date of Letter of award which shall be mandatorily accepted by Lessor as per terms & conditions of Lease and Maintenance Agreement at already agreed prices and no other additional amounts / payment whatsoever on account of revised quantity or any other account whatsoever shall be payable to the Lessor or after 30 months from the date of Letter of award on mutual agreement basis between Lessor and DMRC.

A2.3 Functional and Performance based specifications

The work comprises supply of Escalators conforming to detailed performance and functional requirements which are advised in the Bid Documents. The scope of work would also include maintenance of the Escalators for 15 years and maintenance of the relevant storage facilities handed over to the Lessor during the Contract Period including the supply of requisite spares, tools & tackles, test benches and Machinery & Plant as required to undertake maintenance during the Contract Period.

The Lessor shall ensure that the Escalators shall comply with design, performance and functional parameters as specified for the Escalators in Bid Documents.

A2.4 Indigenization requirements

Purchase Preference to Local Suppliers/Preference to Make In India:

Only 'Class-I local supplier' and 'Class-II local supplier', as defined below, are eligible to participate for the subject tender.

a) Definitions:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% for the subject tender.

'L1' means the lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 20% for the subject tender.

b) Procedure for Purchase Preference in procurement of goods or works which are divisible in nature:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

Quantities between L-1 and L-2 can be divided as per following:-

'Sum Total of Total Charges (With Taxes)' in Financial Proposal will be divided by total quantity under LMA DE-07 i.e. 323 Escalators to derive per escalator price i.e. "Unit Price of 01 Escalator"

L-1 shall be given 160 Escalators (148 Escalators of Janakpuri West to R. K. Ashram Corridor, 06 Escalators of Tughlakabad station and 06 Escalators of Tughlakabad Railway station of Aerocity to Tughlakabad Corridor) at total price whose price shall be derived by multiplying 160 Escalators with above said "Unit Price of 01 Escalator".

L-2 shall be given 163 Escalators {48 Escalators of Mukundpur to Maujpur Corridor and 115 Escalators of Aerocity to Tughlakabad Corridor (excluding 06 Escalators of Tughlakabad and 06 Escalators of Tughlakabad Railway station)}) at total price which shall be derived by multiplying 163 Escalators with above said "Unit Price of 01 Escalator".

c) Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone:- Not Applicable for this contract

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) Verification of local content:

- iv. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- v. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer after completion of works to the Engineer.
- vi. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- vii. Supplier/bidder shall give the details of the local content in a format attached as Annexure-IV and Annexure-V of NIT duly filled to be uploaded along with the technical bid. In case, bidder do not upload Annexure-IV and Annexure-V of NIT duly filled along with their technical bid, local content shall be considered as "Nil" in tender evaluation.

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

f) Not used.

g) In addition to above, Contractor has to mandatorily adhere to local content for supply of Escalators as per following indigenization plan irrespective of whether availing or not availing benefit of purchase preference.

>50% - By 2021 (Balustrade, Electrical system, Step Chain, VVVF Drives, Trusses, Rollers)

Roadmap for promoting above said indigenization may be submitted.

A2.5 Contract Period

The contract period shall be 216 Months considering the 36 months of initial installation and commissioning period including commissioning of escalators work and considering lease and maintenance period of 180 months. This means that contract shall be operative till completion of maintenance period of 180 months (after completion of commercial opening date and commissioning of last escalator).

The Lessor will be responsible for design, manufacturing and supplying, delivering, testing and commissioning of the Escalators and maintain it for the 180 months period. The Lessor shall also be responsible for maintenance of all Storage infrastructure and facilities including all Machinery & Plant. The Lessor will be required to meet the specified performance criteria provided in the Bid Documents for the Escalators.

A2.6 Management of Stores

Stores facilities at Sites and Maintenance Sites under Phase-IV of DMRC shall be created by Lessee and shall be handed over to the Lessor for the purpose of maintenance of escalators.

Initially the Lessor shall be handed over the escalator shaft at each station. The Lessor shall be responsible for complete management of the handed over escalator shaft.

The escalator shafts at stations may be handed over to the Lessor by Lessee in phased manner.

A2.7 Operation of Escalators

After Commercial Opening Date, authorized representatives of Lessee shall daily operate (switch on and switch off) the escalators as per operation requirements based on the training given by Lessor.

A2.8 Maintenance of Escalator at Stations

The maintenance and upkeep of the escalators and all other Storage facilities, over the entire contract period shall be the responsibility of the Lessor.

A2.9 Performance Criteria

The Lessor would be solely responsible for meeting the laid down Performance Criteria, which is detailed in Agreement of Bid Document(s).

The Lessor shall carry out Integrated Testing and Commissioning of Escalators on the section in co-ordination with the Engineer. He shall also carry out all statutory tests and obtain sanction of Competent / Statutory Authorities. The Lessee shall extend possible assistance for obtaining the statutory approvals.

The Scope of Work for the Lessor is detailed in the Bid Document(s).

A2.10 Handback and / or termination

There shall be provision for hand-back or the early termination of the lease, or both. For example, in the case of a lease containing an early termination provision, the value to the lessee of the early termination provision will be reflected in the lease terms.

The details are provided in Bid Documents.

A2.11 Restriction of Bidders from Countries sharing Land Borders with India:

Any bidder from a country which shares a land border with India will be eligible to bid only in JV / Consortium if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority".

Definitions:

"Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or

- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

A3 Eligible Lessors

The bid for this Contract will be considered only from those companies, corporations, partnerships, consortia and joint ventures who pass the Eligibility based on submissions. Financial Bids of only such eligible Lessors will be opened who are found substantially responsive and technically compliant.

Each Lessor (each member of joint venture or consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item 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 quoted prices will not include any such amount. If the Lessee subsequently finds to the contrary, the Lessee reserves the right to declare the Lessor as non-compliant, and declare any Contract if already awarded to the Lessor to be null and void.

Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of the bid will be an offence under laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.

The Lessor (including all members of a joint venture) shall not be one of the following:

- (i) A firm or an organization which has been engaged by the Lessee to provide consulting services for the preparation related to procurement for or implementation of this project;

(ii) Any association / affiliates (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above.

(iii) A firm or an organization who lends or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

There are no restrictions on the country of origin of Plant, Equipment, Materials, and Services to be provided under the Contract. However, all Plant, Equipment, Materials and Services shall be to the satisfaction of the Lessee and Engineer. The information regarding all Plant, Equipment, Materials and Services included in the Lessor's Proposals and incorporated into the Contract Document shall not, in any event, be construed as a submission to the Engineer under the Contract. However the Lessor should note the requirements for indigenization.

A3.1 Eligibility of Lessors – Check List.

S. No.	Criteria	Yes	No	Not Applicable
1	Has the Lessor abandoned any work in the last ten (10) years?			X
2	Has the Lessor suffered bankruptcy / insolvency in the last five (5) years?			X
3	Has DMRC / Any other Metro Organisation (100% owned by Govt.), Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business as on the date of bid submission. Also any work of the value more than 10% of approximate cost of work of this bid, executed either individually or in a JV/Consortium, has not been rescinded / terminated by DMRC / any other Metro Organisation (100% owned by Govt.), after award of contract during last 3 years (from the last day of the previous month of bid submission) due to our non-performance. For this, Lessor has to mandatorily provide an Undertaking as per Annexure-VI of this document i.e. NIT.			X
4	Has the Lessor certified that no agent / middleman has been or will be engaged or any agency commission been or will be paid?			X
5	Net worth at the close of preceding financial year (as applicable in the country of origin), should be at least INR 91.02 Crores. In relation to above criteria, Lessor has to provide the documents duly certified by a Chartered Accountant (CA) / Certified Public Accountant (CPA) / Statutory Auditor.			
6	Experience of successfully financed project(s) / completed works* during last 10 years ending last day of the month previous to the month of tender submission should be either of the following :- (a) Three successfully financed project(s) / completed works* costing not less than the amount equal to INR 91.02 Crores. OR (b) Two successfully financed project(s) / completed works* costing not less than the amount equal to INR 113.77 Crores. OR (c) One successfully financed project / completed work* costing not less			

	<p>than the amount equal to INR 182.04 Crores.</p> <p>The Lessor shall provide clients reference letter(s) / completion certificate(s) along with the bid.</p> <p>*Commissioned portion of ongoing / partially completed works shall also be considered.</p>			
7(a)	<p><u>Delivery record for Escalators / Moving Walkways :-</u></p> <p>Has the Lessor / Consortium / JV or its member(s), individually or jointly as a member of other Consortia /JV have completed work(s) during last 10 years ending last day of the month previous to the month of tender submission as given below:</p> <p>"Experience of Supply (or Manufacturing) and Commissioning (or Installation) of minimum 161 Escalators / Moving Walkway in Mass Rapid Transit System (Metro Station(s) / Railways Station(s) / Airport(s) / Sub - Urban Railway(s)).</p> <p>The Lessor shall provide clients reference letter(s) / completion certificate(s)"</p>			
7(b)	<p><u>Overseas Performance for Supply (or Manufacture) of Escalators / Moving Walkways</u></p> <p>If the member of JV / JVA / Consortium / Sub-Contractor responsible for Supply (or Manufacture) of Escalators / Moving Walkways is of foreign origin then they should have experience of Supply (or Manufacture) minimum 161 Nos. of Escalators / Moving Walkways for Mass Rapid Transit System (Metro Station(s) / Railway Station(s) / Airport(s) / Sub – Urban Railway(s)) successfully completed during last 10 years ending last day of the month previous to the month of tender submission excluding the country of Origin. The Lessor shall provide clients reference letter(s) / completion certificate(s)</p>			
8	<p><u>Maintenance Performance of Escalators / Moving Walkways</u></p> <p>Maintenance work of minimum 161 Escalators / Moving Walkways should have been satisfactorily completed for more than 05 years in Mass Rapid Transit System (Metro Station(s) / Railways Station(s) / Airport(s) / Sub - Urban Railway(s)) during the last 10 years ending last day of the month previous to the month of the bid submission. This criteria has to be complied by the company registered in India as per Company's Act 2013 and who is a Lessor or the Member of the Consortium/JV and <u>this maintenance performance experience cannot be fulfilled by sub-contractor either partially or completely.</u> The Lessor shall provide clients reference letter(s) / completion certificate(s) along with the bid.</p>			

Notes:-

1. NOT USED.
 2. A "YES" answer to any question 1, 2, 3 or 4 will disqualify the Lessor.
 3. A "NO" answer to any question 5, 6, 7(a), 7(b) 8 will disqualify the Lessor.
 4. In the case of a Joint Venture / Consortium each individual member must qualify individually in the 'Eligibility of Lessors – Check List' except for Criteria at serial number 5, 6, 7(a), 7(b) and 8.
- 4.1 The criterion at serial number 5 & 6 is applicable for the member providing finance {herein after referred as "Financial Institution" (or FI) who shall be part of the JV / Consortium / SPV} or by the individual company / Lessor. In the case of "FI" being a group of investors, the evaluation for the criteria at S.No.5 will be done in totality (algebraic aggregate evaluation of each member) and not as individual member.

For evaluation of criteria at S. No. 6, in case FI is a group of investor, the individual works of value more than the prescribed value funded by them will be taken into consideration. e.g. (i) FI/Lessor comprises of three investors (A, B & C) and each has financed project(s) / completed works of more than Rs 91.02 Crores each then FI/Lessor will qualify in the category 6(a). (ii) FI/Lessor comprises of three investors (A, B & C) and has collectively (in JV/Consortium) financed one project / completed one work of more than Rs 182.04 Crores each then FI/Lessor will qualify in the category 6(c). However, against the value required for one, two or three finance project(s)/completed work(s), the value will not be added together.

Financial data for latest last three financial years has to be submitted by the Lessor along with audited financial statements. The financial data in the prescribed format as per Annexure-IX shall be certified by the Chartered Accountant / Chartered Financial Analyst with his stamp and signature in original. All the documents or certifications which are provided by Chartered Accountant after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>. In case, foreign currency is mentioned in the balance sheet of foreign member, the exchange rate of foreign currency shall be applicable 28 days before the latest tender submission date at the selling Rate of Exchange at the close of business of the State Bank of India (or if selling rate of some foreign currency is not mentioned in Exchange Rate of State Bank of India, same shall be obtained from historical exchange rate mentioned on the website "xe.com").

The Lessor shall submit details of projects finance/works completed by them for qualification of work experience criteria. Documentary proof such as clients certificates clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work including fund disbursement should be submitted. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received/disbursed certified by Chartered Accountant, Tax Deducted at Source Certificates for all payments received/disbursed and copy of final / last bill paid by client shall also be submitted. All the documents or certifications which are provided by Chartered Accountant after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

- 4.2 The criteria at serial number 7(a) and 7(b) are applicable for Individual Company / Lessor or member of the JV / Consortium / SPV or an Individual Company / Lessor or member of the JV / Consortium / SPV with a sub-contractor {Original Equipment Manufacturer having relevant experience as mentioned for Criteria at S. No. 7(a) and 7(b) can participate as sub-contractor}.

The Lessor shall submit details of works executed by them for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature / scope of work, actual completion cost and actual date of completion for such work should be submitted. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by Chartered Accountant, Tax Deducted at Source Certificates for all payments received and copy of final / last bill paid by client shall also be submitted. All the documents or certifications which are provided by Chartered Accountant after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

5. If member of JV / JVA / Consortium or Sub-Contractor {on whose credentials Lessor intends to meet qualification criteria of S. No. 7(a) and 7(b)} permits Indian Member to Supply (or Manufacturing) of Escalators / Moving Walkways within India thereby promoting "Make In India", they shall be permitted to do the same (with design review and prototype testing as per terms and conditions of Bid Documents) however Total Quality Control as per terms and conditions of Lease and Maintenance Agreement DE-07 (at all levels for input material, process, bought out items, manufactured products and testing thereof) for supply (or manufacturing) of reliable quality products shall be the responsibility of the JV / JVA /

Consortium Member on whose credentials Lessor fulfilled the qualification criteria. An Undertaking as per Annexure - VII is to be submitted for the same.

6. The Lessor shall declare the lead member of the consortium / JV in NIT.
7. Value of successfully completed & commissioned portion of any ongoing finance project(s)/work(s) up to last day of the month previous to the month of tender submission will also be considered {finance project(s)/work(s) which is not commissioned shall not be considered} for qualification of work experience criteria. For such ongoing works, tenderer needs to submit client certificate wherein the value of commissioned portion of the finance project(s)/work(s) is clearly identified and mentioned along with relevant details.
8. For finance project(s)/completed work(s), value of work done shall be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the latest tender submission date at the selling Rate of Exchange at the close of business of the State Bank of India (or if selling rate of some foreign currency is not mentioned in Exchange Rate of State Bank of India, same shall be obtained from historical exchange rate mentioned on the website "xe.com"). No escalation shall be applicable on commissioned portion of any ongoing work.
9. After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of the successful bidders shall be sent for verification & certification to the concerned client(s). In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with tender conditions and "Suspension/Banning Policy, August 2019" of DMRC shall be taken. The copy of "Suspension/Banning Policy, August 2019" of DMRC can be downloaded from tender section of DMRC website i.e. www.delhimetrorail.com
10. Not Used
11. Not Used.
12. Participation by Subsidiary Company / Parent Company with credential of other Company
 - a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).
 - b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).
13. For the purpose of meeting the Work Experience Criteria at S. No. 6. of A3.1 Eligibility of Lessors – Check List. In case of Joint venture/ consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
14. Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 01.07.2019, same shall be considered for evaluation even if it is not stamped.
15. In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail

A3.2 One Bid per Lessor

Each Lessor shall submit only one bid. If a Lessor submits a bid in his own name and at the same time participates and submits another bid(s) as a member of a consortium / joint venture, all such bid(s) will be disqualified.

A4 NOT USED**A5 Payments to the Lessor**

The payment terms are detailed in the Bid Documents and shall be based on Reliability, Availability and Maintainability of Escalators as provided in Clause A2.9 of this document. The payment of lease charges (to be done by DMRC to Lessor in 180 months) and maintenance charges (to be paid to Lessor by DMRC per quarter for the period 45 quarters i.e. in 180 months) shall be made to Lessor as per RFP Clause 1.2.9 and Article 23 and 24 of Agreement.

A6 Site Visits

The Lessor is advised to visit existing stations of DMRC and examine the facilities available, sites, surroundings and obtain all necessary information for himself on his own responsibility that may be necessary for preparing the bid for the proposed Works. The costs of visiting the site shall be borne by the Lessor. It shall be deemed that the Lessor has undertaken a visit to the site of Works and is aware of the site conditions prior to the submission of the Bid.

The Lessor and any of his personnel will be granted permission by the Lessee to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Lessor, and his personnel, will release and indemnify the Lessee and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

B. NIT Documents**B1 Content of NIT Documents**

The NIT Documents, as listed below, have been prepared for the purpose of providing Escalator on lease basis in Phase – IV Network of DMRC and as more particularly described in these documents.

B1.1 Notice of Invitation for Notice Inviting Tender;

B1.2 Instructions to Lessors (ITL);

The Lessor is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Bid submittal will be at the Lessor's own risk. Bids that are not substantially responsive and technically compliant to the requirements of the Bid Documents will be rejected.

The Lessor shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bid Documents.

B2 Clarification of NIT Documents

B2.1 The Lessor shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Lessor shall inform Sr. General Manager / Contracts forthwith for clarification.

B2.2 Should the Lessor for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Bid Documents, the Lessor shall seek clarification from Sr. General Manager / Contracts not later than the "last date of seeking clarification" given in the Bid Documents.

DMRC will respond in writing, to any request for clarification received in writing from Lessor prior to deadline for such clarification or modification in the Bid Documents.

Written copies of the response to the queries will be uploaded to all prospective Lessors on CPP Portal <https://eprocure.gov.in/eprocure/app>. All communications between the Lessor and DMRC shall be in writing. All correspondences from the time of tender opening to time of award of tender by the bidder to DMRC must be addressed in writing to Sr. GM / Contract only.

No further clarification questions will be accepted after the "last date of seeking clarifications".

B2.3 Except for any such written clarification by Sr. General Manager / Contracts which is expressly stated to be by way of an addendum to the documents referred to in paragraph B1 above and / or for any other document issued by the Lessee which is similarly described, no written or verbal communication, representation or explanation by any employee of the Lessee shall be taken to bind or fetter the Lessee under the Contract.

B3. Amendment of Bid Documents

B3.1 Lessors are advised that further instructions to Lessors and addenda to the Bid Documents may be issued during the Bid period. The provisions in any such addenda shall take priority over the Invitation to Bid Documents previously issued. Lessor shall confirm receipt of such documents and list them in the Bid Submittal.

C. Preparation of Bid

C1 Bid Submission Documents

C1.1 Bid Pro-forma

The Lessor shall submit the specified Bid Pro-forma, duly filled in along with Check-sheet enclosed.

The Lessor shall provide Bid Index in his Bid. The Bid Index should indicate where within the Bid, the Lessor has included his responses / comments to the Bid requirements and conditions elaborated in these Bid documents. (Refer Bid Pro-forma in 'Annexure-I').

Bids and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation duly certified by a registered translator. The English version shall prevail in matters of interpretation.

C1.2 Lessor Details

State the structure of the Lessor's organization, i.e. Individual company or firm, Joint Venture or Consortium with their company profile with registration details such as registration certificate etc.

C1.3 Leader of JV / Consortium (if applicable) as per Clause 2.2 of RFP

C1.4 MoU for JV / Consortium (if applicable) as per Clause 2.2 of RFP

Where the Lessor comprises of a consortium or joint venture, the Lessor shall submit the following additional information to meet the initial eligibility criteria:

- a) A Memorandum of Understanding / Consortium Agreement, signed, stamped by all the members duly notarized in India at the bid stage shall be provided, the same has to be registered in India after award of work but before signing of LMA DE-07 for which an Undertaking as per Annexure-III A of NIT is to be submitted.

- b) Nomination of one of the members of the consortium or joint venture to be In-charge (Leader); and his authorisation shall be covered in the Power of Attorney signed by the legally authorised signatories of all members of consortium or joint venture;
- c) Details of the intended percentage participation by each member shall be provided and reconfirmed and expanded with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- d) The partner In-charge (Leader) shall be authorized to incur liabilities, receive payments (if provided for in MoU / Consortium Agreement) and receive instructions for and on behalf of any or all partners of the joint venture / consortium;
- e) All partners of the joint venture / consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the Contract terms.
- f) Lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 26% participation in JV/Consortium.

Each non-substantial partner should have a minimum 20% participation in JV/Consortium, partners having less than 26% participation shall be termed non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.

The Lessor shall submit with his Bid full details of his ownership and control or, if the Lessor is in partnership, joint venture or consortium, full details of ownership and control of each member thereof should be given including full details of their subsidiaries and holding company .

Indian Lessor, or Indian members of a partnership, joint venture or consortium shall submit, a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by Income Tax department. In case the Indian member of a partnership, joint venture or consortium is a wholly owned 100% subsidiary of their foreign partner in the said joint venture or consortium and this Indian company has been formed less than 3 years ago, the certified copy of the latest Financial Year income tax return (applicable only if company was formed more than a year ago), duly acknowledged by Income Tax department shall be submitted.

C1.5 Power of Attorney for each member and for leader, as applicable and mentioned in RFP

The Lessors to qualify for award of Contract shall submit a notarized written power of attorney along with extract of board resolution bearing specimen signatures of the authorised signatories of the Bid to commit each member of the partnership, consortium or joint venture.

In case of Foreign Partners, Power of Attorney(s) and Board Resolution / Commercial Register confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public of country of origin and should be stamped by Embassy / High Commission. Lessors from Member Countries of Hague convention may submit all these documents with "Apostille" stamp instead of Embassy Stamping.

In case, Lessor is not able to submit the above documents with notarization / stamping at Bid stage then he shall submit an undertaking as per Annexure – III A i.e. "Undertaking for submission of document" otherwise his bid may be summarily rejected.

C1.6 Documents supporting Initial Eligibility Criteria

Documents in support of checklist provided in Initial Eligibility Criteria, Clauses A3 and A3.1 of this ITL.

C1.7 Financing structure

In order to have a sustainable and technically & financially sound proposal, the lessee shall propose a suitable financial structure for the Lessor.

C1.8 Guarantees and Warranties

The Lessor shall submit full details of the identity of the proposed parties who would respectively provide or issue:

- a) Undertaking for Submission of Documents;
- b) Parent Company Undertakings;
- c) Parent Company Guarantees
- d) Undertaking for Submission of Parent Company Undertaking & Guarantee

The submission check sheet is enclosed for reference. If the Lessor comprises of a consortium or joint venture, a parent company of each member or participant will be required to execute the Undertakings and Guarantees referred to in sub-paragraphs (b) and (c) above.

The requisite Undertaking and Guarantee shall be as per format in 'Annexure – III B & C'.

C1.9 Currencies of Bid & Payment:

The Prices shall be quoted by the Lessor in Indian Rupees (INR) only and payment shall also be released in Indian Rupees (INR) only.

C1.10 Bid documents (including amendments) duly signed by each member

A form of certificate confirming careful examination of all the contents of Bid documents including Bid addenda and signing of all pages of the Lessor's proposal shall be furnished along with the Bid proposal. It should be submitted by each constituent member in case of a Joint Venture or Consortium, as per Annexure-II'.

C2 **Pre-Bid Meeting**

C2.1 The prospective Lessors or their official representatives are invited to attend a Pre-Bid meeting(s), which will be held on the date, time and location indicated in Notice of Invitation for Notice Inviting Tender.

C2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised with respect to this Bid at that stage.

C2.3 The Lessors seeking any clarifications / queries in the Bid Document should submit the same in writing or by email so to reach the Lessee before or during the meeting as applicable whose reply or any modification required in Bid Documents shall be communicated to Lessors through Addendum pursuant to paragraph B3.

C2.4 Not Used.

C2.5 Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Lessor.

D. **Submission of Bids**

D1 Instructions for Online Bid Submission:

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

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

D2 **REGISTRATION**

1) Lessors are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online Bidder Enrollment**" on the CPP Portal which is free of charge.

- 2) As part of the enrolment process, the Lessors will be required to choose a unique username and assign a password for their accounts.
- 3) Lessors are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Lessors will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid Digital Signature Certificate (DSC) should be registered by a Lessor. Please note that the Lessors are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Lessor then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

D3 SEARCHING FOR TENDER DOCUMENTS

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

D4 PREPARATION OF BIDS

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

D5 SUBMISSION OF BIDS

- 1) Lessor should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Lessor will be responsible for any delay due to other issues.
- 2) The Lessor has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tender fee / Tender document cost: The instrument type for payment of tender cost / tender fee is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The Lessors will be required to upload scanned copies of transaction of payment of tender cost / tender fee at the time of bid submission. For further details, Lessor may refer Clause 1.2.5 of RFP.
- 4) Tender Security / Earnest Money Deposit (EMD):

A Lessor is required to deposit a bid security equivalent to Rs. 1,00,00,000 (Rupees One Crores Only) (the "Bid Security") in the form of Demand Draft, Banker's Cheque, Fixed Deposit Receipt (FDR), Bank Guarantee, RTGS, NEFT & IMPS as per the provisions of Clause 2.27 of this RFP on or before the Bid Due Date and/or Bid Due Time.

- (i) In case of RTGS/NEFT & IMPS transactions, bidders will be required to upload the scanned copies of transaction of payment (clearly indicating tender number i.e. LMA DE-07 in the remarks or description column of transaction) of tender security / EMD at the time of online bid submission. No copies of transaction of payment are required to be sent to the office of Sr. General Manager / Contracts. The detail of Bank account of DMRC to facilitate the payment is mentioned at Clause No. 2.18.3 of RFP.

Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/ Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.

If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

- (ii) In case of submission of tender security/EMD in one of the following forms, "Original" is to be submitted in the Office of Sr. General Manager / Contracts as per address mentioned at 2.18.3 of RFP within due date and time of submission as mentioned in Key Details mentioned in NIT.
 - (a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Attachment 1 to Annexure-9 of RFP.
 - (b) Demand Draft / Pay Order / Bank Draft in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi from a Scheduled Commercial bank based in India,
 - (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of "Delhi Metro Rail Corporation Ltd."

In case of JV/Consortium the bid security shall be either in the name of JV/Consortium or in the name of any of the constituent substantial member.

In case the Bank Guarantee / FDR is submitted in the name of any of the constituent substantial member then, the bidder shall also submit undertaking as per Attachment 2 to Annexure 9 of RFP.

The Lessor shall submit the Bid Security in original at the address mentioned in Para 2.18.3 of RFP on or before the Bid Due Date and shall obtain the receipt for Bid Security. The copy of the receipt for submission of Bid Security in accordance with the provisions of this RFP, along with the scanned copy of the Bid Security is to be uploaded along with

online submission of the Bids at <https://eprocure.gov.in/eprocure/app>. The Bid of the Lessor whose Bid Security is not received within the time period mentioned in this Clause 1.2.6 of RFP shall be summarily rejected.

- 5) Lessor should submit the EMD / Tender Security as per the instructions specified in Clause 1.2.6 of RFP in the tender document.
- 6) Lessors are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Lessors. Lessors are required to download the BOQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Lessor). No other cells should be changed. Once the details have been completed, the Lessor should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Lessor, the bid will be rejected.
- 7) The server time (which is displayed on the Lessors' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Lessors, opening of bids etc. The Lessors should follow this time during bid submission.
- 8) All the documents being submitted by the Lessors would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

D6 ASSISTANCE TO LESSORS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at :

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

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002., 0120-4001005, 0120-6277787.

E-Mail: [cppp-nic\[at\]nic\[dot\]in](mailto:cppp-nic[at]nic[dot]in), [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in)

E. Bid Opening and Evaluation

E1 Bid Opening

E1.1 The Bid will be opened at time and date as specified in Notice Inviting Notice Inviting Tender in the Office of Sr. General Manager / Contracts, Metro Bhawan, New Delhi. The Lessors are allowed to be present at the time of opening.

The Lessee shall prepare a record of the opening that shall include, as a minimum: the name of the Lessor. The Lessors representatives who are present shall be requested to sign the record. The omission of an Lessor's signature on the record shall not invalidate the contents and effect of the record.

E2 Clarification of Bids from Lessors

To assist in the examination, evaluation and comparison of Bids, the Lessee may, at his discretion, ask any Lessor for clarification of his Bid. The request for clarification and the response shall be in writing or by facsimile, but no change in the substance of the Bid shall be sought, offered or permitted. The Lessee may call for a meeting with the Lessors in this regard. The minutes of the meeting, if held, with any Lessor shall be recorded and acknowledgement obtained from the concerned Lessor.

E3 Determination of Responsiveness

E3.1 The Lessee will determine whether each Bid:

- i) Has been properly signed; and
- ii) Meets the Eligibility Criteria. The Lessee will evaluate the eligibility and acceptability based on Eligibility criteria indicated in these documents.
- iii) Substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

A 'NO' answer to any of the above item will disqualify the Bid.

E4 NIT / Bid Documents shall be evaluated as per Chapter 3 of RFP .

F. Claims, Disputes, Conciliation and Arbitration

If the Lessor / Supplier / Manufacturer intends to raise any additional claim or any dispute under any clause of these Conditions or otherwise, the Lessor / Supplier / Manufacturer shall give notice to the Lessee as soon as possible and in any event within 28 Days of the start of the event giving rise to the additional claim or dispute.

If the Lessor / Supplier / Manufacturer fails to comply with the above para, he shall not be entitled to claim any additional claim or relief in dispute.

All the disputes shall be settled through two stage dispute resolution under "The Arbitration and Conciliation Act – 1996" and amended by the Arbitration & Conciliation (Amendment) Act, 2015.

Further, where recourse to a Court is to be made in respect of any matter, the Lessor / Supplier / Manufacturer agree to the sole jurisdiction of courts in Delhi / New Delhi.

**CHECK SHEET FOR SUBMISSION OF NOTICE INVITING TENDER (NIT) FOR PROVIDING
ESCALATORS ON LEASE BASIS FOR DELHI MRTS PHASE - IV PROJECT**

S. No	Annexure	Description	Submitted		Submitted on Page No.
			Yes	No	
1)	Annexure - I	Application for Eligibility			
2)	Annexure - I	Letter of Participation & General Information from each member of a Joint Venture / Consortium			
3)	Annexure - II	Certificate confirming careful examination of all the contents of NIT documents and signing of all pages of Lessor's proposal			
4)	Annexure - III	A. Undertaking for Submission of Document.			
		B. Format of Parent Company Undertaking			
		C. Format of Parent Company Guarantee			
		D. Undertaking for Submission of Parent Company Undertaking & Guarantee			
5)	Annexure - IV	Undertaking as per A2.4 of NIT			
6)	Annexure - V	Undertaking as per A2.4 of NIT			
7)	Annexure - VI	Undertaking for not banning, rescinding, or termination of work			
8)	Annexure - VII	Undertaking for Manufacturing in India			
9)	Annexure - IX	Financial Data			
10)		Memorandum of Understanding Or JV / Consortium Agreement as per Annexure-5 of RFP			
11)		Power of Attorney as per the format provided in RFP.			
12)		Certified copy of the last 3 years Income Tax Return, duly acknowledged by Income Tax Department for Indian Lessor / Indian member. Or Certified copy of latest Financial year Income Tax Return (only in case company was formed more than a year ago) duly acknowledged by Income Tax Department			
13)	Annexure-X	Restriction of Bidders from Countries sharing Land Borders with India			

SIGNATURE OF LESSOR

DELHI METRO RAIL CORPORATION LIMITED

NOTICE INVITING TENDER (NIT) FOR PROVIDING
ESCALATORS ON LEASE BASIS FOR DELHI
MRTS PHASE - IV PROJECT

Annexure - I
NIT for 'Escalators'

Notice Inviting Tender Pro-Forma for Escalators

PRO-FORMA LETTER OF APPLICATION (on Firm's Letter Head)

To
 Sr. General Manager / Contracts,
 Delhi Metro Rail Corporation Ltd.,
 Metro Bhawan, Fire Brigade Lane,
 Barakhamba Road,
 New Delhi 110001, India.

(Lessor to provide date and reference)

Application for Eligibility for Bids of Escalators

Dear Sir,

We hereby make application for Eligibility as a Lessor for providing Escalators on lease basis for the Delhi MRTS Phase – IV Project and maintaining these Escalators against payment of lease / rental charges by DMRC.

In support of the application we submit herewith required documents.

(In the case of other than a sole proprietorship firm add the following paragraph)

A Power of Attorney to sign and submit this letter is attached.

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

This application is submitted on behalf of a joint venture / consortium (applicant to delete as appropriate) comprising (Applicant to state the names of each member) and of which (Applicant to insert name of leading member of joint venture / consortium) has agreed to act as leader. Each member has prepared a statement of participation in relation to this application and these are enclosed herewith.

Yours faithfully,

..... (signature)

Name of signatory:

Capacity of signatory:

Name and address of applicant (or of leader if applicant is a Joint Venture / Consortium)

PRO-FORMA LETTER OF APPLICATION (on Firm's Letter Head)

To
 Sr. General Manager / Contracts,
 Delhi Metro Rail Corporation Ltd.,
 Metro Bhawan, Fire Brigade Lane,
 Barakhamba Road,
 New Delhi 110001, India.

(Lessor to provide date and reference)

Application for Eligibility for Bids of Escalators

Dear Sir,

We wish to confirm that our company / firm (delete as appropriate) has formed / intends (delete as appropriate) to form a Joint Venture / Consortium with (Member to insert names of all other members of the group) for purposes associated with Bid of Escalators for Delhi MRTS Phase - IV Project.

(Members who are not the lead member of the Joint Venture / Consortium should add the following paragraph).

The Joint Venture / 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 Initial Eligibility of Escalators.

(The lead member of the Joint Venture/Consortium should add the following paragraph)

In this Joint Venture/Consortium we act as leader and, for the purposes of applying for Eligibility of Escalators, represent the group.

In the event of our bid as Joint Venture / Consortium is accepted, we agree to be jointly (with other members of our Joint Venture/Consortium) and severally liable to the Delhi Metro Rail Corporation Ltd. (DMRC), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between the DMRC and our Joint Venture / Consortium.

Yours faithfully,

(Signature)

(Name of Signatory)

(Capacity of Signatory).....

GENERAL INFORMATION & JOINT VENTURE DATA

Notes:-

- 1) Each page of the Questionnaire and contents of Sections shall be signed by the Lessor
- 2) This entire Questionnaire pro-forma, shall be completed in all respect.
- 3) Questionnaire pro-forma relating to the various sections shall be incorporated in the respective sections.
- 4) In the box

Y	N
---	---

 'Y' denotes Yes and 'N' denote No. Please tick mark ✓

Whichever is applicable or write Yes or No explicitly, as the case may be.

PRO-FORMA SECTION 1- GENERAL

S. No.	Details												
1	Name of the Bid:- Lease Maintenance Agreement (LMA) DE-07 of Escalators of Delhi MRTS Phase - IV Project												
2	Title of the Bid:- Providing Escalators on lease basis for Delhi MRTS Phase - IV Project												
3	<p>State the structure of the Lessor's organisation (Lessors to complete / delete as appropriate). Individual company or firm: Legal name of each partner with percentage participation</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S. No.</th> <th style="width: 55%;">Legal Name of JV / Consortium / SPV</th> <th style="width: 35%;">% Participation</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	Legal Name of JV / Consortium / SPV	% Participation									
S. No.	Legal Name of JV / Consortium / SPV	% Participation											
4	<p>For applicants who are individual companies or firms, state the following:</p> <p>Name of Company or firm:</p> <p>Legal status: (e.g. incorporated private company, unincorporated business, etc.)</p> <p>Registered address:</p> <p>Principal place of business:</p> <p>Country of incorporation or domicile:</p> <p>Contact person:</p> <p>Contact person's title:</p> <p>Address, telephone and facsimile number of contact person:.....</p>												

5	For applicants who are in joint venture, partnership, consortium or other association. State the following:					
	Name of members (Lead member first)	Legal Status	Registered address & principal place of business.	Country of incorporation or domicile		
	(1).....		
	(2)		
	(3)		
	etc.					
	Contact person (from lead member)..... Contact person's title: Address, telephone, and facsimile number of contact person:					
6	For the applicant, (in case of group, for each constituent member), state the following information: <input type="checkbox"/> Date of incorporation of organisation. <input type="checkbox"/> Names and Titles of Directors or partners. <input type="checkbox"/> Does the company or firm have an office or branch office in India? <table border="1" style="float: right; margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table> If so, provide address(es) (Applicants are to present this information on sheets which are to be clearly referenced as being in response to this Question 6.)				Y	N
Y	N					
7	Does your company (in case of a group, each constituent member) combine the functions of a designer with those of manufacturer? Please elaborate. <table border="1" style="float: right; margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table>				Y	N
Y	N					
8	In case of International applicants, is an Indian partner experienced in an appropriate discipline, a member of the Group? If Yes, provide list of disciplines / products. <table border="1" style="float: right; margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">Y</td> <td style="width: 20px; text-align: center;">N</td> </tr> </table>				Y	N
Y	N					

PRO-FORMA SECTION 2

9	Does Section 2 contain Power of Attorney which empowers the person or persons to sign and submit the letter of application on behalf of the Lessor and, if applicable, the statements of participation on behalf of all Constituent members of the group?		Y	N
10	In the case of an incorporated Lessor (or constituent members who are incorporated) does Section 2 contain copies, in English, of the Memorandum and Articles of Association or equivalent expression of corporate capacity?		Y	N
11	In the case of applications from groups, does Section 2 contain statements of participation. <input type="checkbox"/> In the case of groups have you enclosed a MOU signed by each member that they will be jointly and severally responsible for the entire work?		Y	N
12	In the case of applications from groups, does Section 2 contain copies of the MOU, group agreements or other documents establishing or intending to establish the formation of such a group?		Y	N
13	In the case of applications from groups, does Section 2 contain details of: <input type="checkbox"/> Proposed equity participation by each constituent member for the proposed work? <input type="checkbox"/> Areas of specialization / responsibility of each member for the proposed work? <input type="checkbox"/> Extent of participation (including deployment of major plant items and key personnel) by each member for the proposed work?		Y	N
14	Criteria as per NIT Clause No. A3.1 Eligibility of Lessors – Check List	S. No. 5 is fulfilled by		
15		S. No. 6 is fulfilled by		
16		S. No. 7(a) is fulfilled by		
17		S. No. 7(b) is fulfilled by		
18		S. No. 8 is fulfilled by		

Yours faithfully,
 (Signature)
 (Name of Signatory)
 (Capacity of Signatory).....

DELHI METRO RAIL CORPORATION LIMITED

NOTICE INVITING TENDER (NIT) FOR PROVIDING
ESCALATORS ON LEASE BASIS FOR DELHI
MRTS PHASE - IV PROJECT

Annexure – II
NIT for 'Escalators'

FORM OF CERTIFICATE CONFIRMING CAREFUL EXAMINATION OF ALL THE
CONTENTS OF NIT DOCUMENTS, SUGGESTIONS AND SIGNING OF ALL
PAGES OF LESSORS'S PROPOSAL

FORM OF BID

FORM OF CERTIFICATE CONFIRMING CAREFUL EXAMINATION OF ALL THE
CONTENTS OF BID DOCUMENTS AND SIGNING OF ALL PAGES OF
LESSOR'S PROPOSAL

This is to certify that we, M/s. [Name of the company] have carefully examined all the contents of the Bid documents including Bid Addenda (if any) and all the pages of our proposal have been signed and stamped (by each constituent member in case of a Joint Venture or Consortium).

SIGNATURE OF LESSOR

*In case of a joint venture or consortium, to be submitted by each constituent member.

FORM OF BID

FORM FOR SUGGESTIONS TO BE COVERED IN RFP DOCUMENT

NOT USED

DELHI METRO RAIL CORPORATION LIMITED

NOTICE INVITING TENDER (NIT) FOR PROVIDING
ESCALATORS ON LEASE BASIS FOR DELHI
MRTS PHASE - IV PROJECT

Annexure – III
NIT for 'Escalators'

III A. UNDERTAKING FOR SUBMISSION OF DOCUMENTS

III B. PARENT COMPANY UNDERTAKING

III C. PARENT COMPANY GUARANTEE

&

III D. UNDERTAKING FOR SUBMISSION OF PARENT COMPANY
UNDERTAKING & GUARANTEE

III A. UNDERTAKING FOR SUBMISSION OF DOCUMENTS (Refer Clause C1.4 and C1.8 of ITL)

The certified copy of the Power of Attorney(s) and Board Resolution of all the members are being submitted with the Bid Proposal.

Further, we here by confirm to submit following documents

- (i). The Power of Attorney and Board Resolution for the foreign applicant as required under clause C1.5 of the Instructions To Lessor shall be submitted duly notarized by the notary public of origin and stamped by Embassy / High Commission OR with 'Apostille' stamp instead of stamping by Embassy / High Commission before signing of the contract.
- (ii). Memorandum of Understanding (MOU) / Consortium Agreement signed by all the members / Participants submitted with the Bid shall be got duly registered in India before signing of the contract.

Note: - Strike through if not applicable

Company Name _____
 Name _____
 Signature _____ Date: _____
 Postal Address _____
 E-Mail ID _____
 Phone _____ FAX _____

Company Seal:

*In case of a joint venture or consortium, to be submitted by each constituent member.

III B. PARENT COMPANY UNDERTAKING

(Refer Clause C1.8 of ITL)

THIS UNDERTAKING is made the day of
 BY [] [whose registered office is at]/[of] [] ("the Parent
 Company").

TO The DELHI METRO RAIL CORPORATION LIMITED together with its successors and assigns, "the Employer") of:

Metro Bhawan,
 Fire Brigade Lane
 Barakhamba Road,
 New Delhi 110001,
 India.

WHEREAS

- (A). By a Lease and Maintenance Agreement (LMA) DE-07 [] dated [] ("the Agreement") made between (1) the Delhi Metro Rail Corporation Limited (" the Lessee") and (2) [] ("the Lessor") the Lessor has agreed to execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the LMA DE-07 .
- (B). Pursuant to the terms of the LMA DE-07, the Lessor has agreed to procure the provision of an undertaking in the terms hereof.
- (C). The Parent Company is the beneficial owner of []% [see Note 1] of the issued share capital of [the Lessor] [see Note 2].
- (D). At the request of the Lessor, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Lessee entering into the LMA DE-07 with the Lessor, the Parent Company hereby undertakes to the Lessee that:-
 - (a) the parent company will inform the Lessee in the event that it sells, transfers, assigns or otherwise disposes of or deals with the ownership of the whole or any part of the shareholding or other interests in the subsidiary (the Lessor) of the parent company; and
 - (b) In case of transfer of ownership / control of the subsidiary or of the Parent Company, an updated parent company guarantee and parent company undertaking will be provided from the new Holding / Parent Company.
 - (c) not take any action which may result in the Lessor being unable to comply with his obligations or perform in any way his duties under the LMA DE-07 [or take any action which may result in [the subsidiary forming part of the Lessor] [see Note 3] being unable to comply with his obligations or perform in any way his duties under the [joint venture or other relevant] agreement] [see Note 6]] without the written consent of the Lessee,
 - (d) To provide full technical support including providing support with available patent rights, registered design, copyright, design, trademark, trade name, know how or other intellectual property right to our subsidiary during currency of the LMA DE-07 which may be deemed necessary to successfully comply with all obligations under this LMA DE-07 and for the Service Life of System / Equipment until such time as the Works shall have been completed, all the Lessor's obligations under the LMA DE-07 shall have been performed and the Maintenance and Defects Liability Period (as defined in the LMA DE-07) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the subsidiary forming part of the Lessor will take all steps necessary to ensure [see Note 6]] compliance by the Lessor with the provisions of the LMA DE-07.
2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:-

- (a) any suspension of the Works, variation or amendment to the LMA DE-07 (including without limitation extension of time for performance) or any concession or waiver by the Lessee in respect of the Lessor's obligations [and/or the obligations of [] [see Note 7];
- (b) any provision of the LMA DE-07 being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the LMA DE-07 or of the employment of the Lessor [and/or [] [see Note 7] under the LMA DE-07 for any reason;
- (d) any forbearance or waiver of any right of action or remedy the Lessee may have against the Lessor [and/or [] [see Note 7] or negligence by the Lessee in enforcing any such right of action or remedy;
- (e) any bond, undertaking, security or other guarantee held or obtained by the Lessee for any of the obligations of the Lessor [and/or [] [see Note 7] under the LMA DE-07 or any release or waiver thereof.
3. This Undertaking shall extend to any variation of or amendment to the LMA DE-07 and to any agreement supplemental thereto agreed between the Lessee and the Lessor [and/or [] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Lessee and the Lessor [and/or [] [see Note 7] to make any such amendment, variation or supplemental agreement.
4. All documents arising out of or in connection with this Undertaking shall be served:
- (a) upon the Lessee, at [] marked for the attention of [];
- (b) upon the Parent Company, at [] India. [Note 8]
5. The Lessee and the Parent Company may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the jurisdiction of the courts of Delhi / New Delhi.

IN WITNESS where of this Undertaking has been executed as a deed on the date first before written.

THE COMMON SEAL of)

[])

was affixed hereto)

in the presence of:-)

Notes: (for preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
2. If the Lessor comprises more than one company, that fact and the joint venture or other relevant agreement must be recited. In such case, insert the name of the subsidiary forming part of the joint venture, partnership or consortium, and in respect of which the parent company undertaking is being given.
3. If Note 2 applies, refer to the subsidiary of the Parent Company and not the Lessor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the subsidiary.
8. The address for service shall be India.

III C. PARENT COMPANY GUARANTEE

(Refer Clause C1.8 of ITL)

THIS GUARANTEE is made on the day of between

- (1) [.....] whose registered office is at [.....] and [.....] whose registered office is at [.....] ("the Guarantor").
- (2) The DELHI METRO RAIL CORPORATION LIMITED (together with its successors and assigns, "the Lessee") of:

Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,
New Delhi 110001, India.

WHEREAS

- (A). By LMA DE-07 [NO.] dated [.....] ("The LMA DE-07") made between (1) the Delhi Metro Rail Corporation Limited ("the Lessee") and (2) [.....] ("the Lessor"), the Lessor has agreed to design, execute, complete and remedy any defects in the Works upon the terms and conditions contained in the LMA DE-07.
- (B). Pursuant to the terms of the LMA DE-07, the Lessor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1].
- (C). At the request of the Lessor, the Guarantor has agreed to guarantee performance of the LMA DE-07 by the [Lessor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Lessee entering into the LMA DE-07 with the Lessor, the Guarantor irrevocably and unconditionally guarantees to the Lessee as a primary obligation and not as a surety due performance by the [Lessor] [see Note 2] of all of its obligations and liabilities under and in accordance with the LMA DE-07 save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Lessor] [see Note 2] in the LMA DE-07 .
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:-
 - (a) any suspension of the Works, variation to or amendment of the LMA DE-07 (including without limitation extension of time for performance) or any concession or waiver by the Lessee in respect of the Lessor's obligations [and/or the obligations of [] [see Note 3] under the LMA DE-07 ;
 - (b) any provision of the LMA DE-07 being or becoming illegal, invalid, void, voidable or unenforceable;
 - (c) the termination of the LMA DE-07 or of the engagement of the Lessor [and / or [.....]] [see Note 3] under the LMA DE-07 for any reason;
 - (d) any forbearance or waiver of any right of action or remedy the Lessee may have against the Lessor [and / or [.....]] [see Note 3] or negligence by the Lessee in enforcing any such right of action or remedy;
 - (e) any bond, undertaking, security or other guarantee held or obtained by the Lessee for any of the obligations of the Lessor [and/or [.....]] [see Note 3] under the LMA DE-07 or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the LMA DE-07 and to any agreement supplemental thereto agreed between the Lessee and the Lessor [and/or [] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Lessee and the Lessor [and/or [] [see Note 3] to make any such amendment, variation or supplemental agreement.

4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Lessor] [see Note 2] under the LMA DE-07 and remain in full force and effect until all the said obligations and liabilities of the Lessor shall have been carried out, completed and discharged in accordance with the LMA DE-07 . This Guarantee is in addition to any other security which the Lessee may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Lessor.
5. Until expiry of the Maintenance and Defects Liability Period (as defined in the LMA DE-07) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Lessor [and/or []] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Lessee may have against the Lessor [and/or []] [see Note 3] arising out of or in connection with the LMA DE-07 until such time as such claims shall be satisfied by the Lessor [and/or []] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Lessee holds or may hold for any monies or liabilities due or incurred by the Lessor [and/or []] [see Note 3] to the Lessee and, in case the Guarantor receives any sum from the Lessor [and/or []] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Lessee for so long as any sum is payable (contingently or otherwise) under this Guarantee.
6. The Lessee shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Lessor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served: (a) upon the Lessee, at [.....] marked for the attention of [.....]; (b) upon the Guarantor, at [.....] India. [Note 4]
8. The Lessee and the Guarantor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Lessor agrees to submit to the jurisdiction of the courts of India.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL

of[.....]

was affixed hereto in the

presence of:-

Notes (for preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Lessor comprises more than one company, that fact, the joint venture or other relevant agreement and the relationship of the Guarantor to its subsidiary forming part of the Lessor must be recited.
2. If Note 1 applies, replace the word "Lessor" with name of the subsidiary being guaranteed.
3. If Note 1 applies, add additional wording and insert the name of the subsidiary being guaranteed.
4. The address for service shall be in India

**III D. UNDERTAKING FOR SUBMISSION OF PARENT COMPANY UNDERTAKING &
PARENT COMPANY GUARANTEE**

(Refer Clause C1.8 of ITL)

Name of Consortium / JV / SPV :-

Name of Member / Firm:-

Role / Brief Scope of Work:-

The details of our parent company / companies are as under:-_____

We are fully competent to qualify on our own credentials.

Further, we here by confirm to submit following documents before signing of LMA DE-07

- (i). Parent Company undertaking as required under Clause C1.8 of Instructions to Lessor as per 'Annexure – III B'.
- (ii). Parent Company Guarantee as required under Clause C1.8 of Instructions to Lessor as per 'Annexure – III C'.

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

*In case of a joint venture or consortium, to be submitted by each constituent member.

Annexure-IV**(Undertaking as per Clause A 2.4 of NIT)**

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 04.06.2020, that the item(s) offered meets the "minimum local content of 50% (as specified in Clause A2.4 of NIT for class-I local supplier)" / "minimum local content of 20% but less than 50% (as specified in Clause A2.4 of NIT for class-II local supplier)" (as the case may be, Strike out whichever is not applicable). **The details including name of vendor, location and percentage of local content is enclosed as Annexure-V of NIT.**

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under Chapter-4 Fraud and Corrupt Practices of RFP for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 Crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P -45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause A2.4 of NIT.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

Annexure-V**(Undertaking as per Clause A 2.4 of NIT)****Proforma for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition**

S. No.	Description of Items (Goods/Works/Services)	Vendor	Location

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Annexure-VI**(Undertaking for not banning, rescinding, or termination of work as per A3.1, S. No. 3
Eligibility of Lessors - Check List of NIT)**

We do hereby undertake that DMRC / Any other Metro Organisation (100% owned by Govt.), Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business with us as on the date of bid submission. Also any work of the value more than 10% of approximate cost of work of this bid, executed either individually or in a JV/Consortium, has not been rescinded / terminated by DMRC / any other Metro Organisation (100% owned by Govt.), after award of contract to us during last 3 years (from the last day of the previous month of bid submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Notes :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the Lessor. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of Lessor.

Annexure-VII**(Undertaking for Manufacturing in India)****(Refer Clause No. A3.1, Eligibility of Lessors - Check List of Notice Inviting Tender, Note No. 5)****Sub: Notice Inviting Tender for "Providing Escalators on Lease Basis for Phase-IV of Delhi Metro Rail Corporation Ltd.**

The undersigned undertakes to agree and allow _____ {Name of JV / JVA / Consortium Member(s)} to bid for Lease and Maintenance Agreement (LMA) DE-07 and use my/our credentials to qualify and meet the Criteria of Notice Inviting Tender Clause A3.1 Eligibility of Lessors – Check List S. No. 7(a) and 7(b) for Supply (or Manufacturing) of Escalators from (within India) India thereby promoting "Make In India" (with design review and prototype testing as per terms and conditions of Bid Documents). In case, work is awarded to _____ {Name of JV / JVA / Consortium Member(s)} by Delhi Metro Rail Corporation Ltd., Total Quality Control as per terms and conditions of Bid Documents LMA DE-07 (at all levels for input material, process, bought out items, manufactured products and testing thereof) for supply (or manufacturing) of reliable quality products/escalators shall be my/our responsibility upto five years after commercial opening date of the last corridor/section.

Signature* _____

Name* _____

Designation* _____

Date _____

Place _____

Name of Company* _____

Address _____

City _____ State _____ ZIP Code _____

*Valid Power of Attorney duly notarized and Board Resolution to be submitted by the company whose credential are being used by JV / JVA / Consortium Members to bid, qualify and meet the Criteria of Notice Inviting Tender Clause A3.1 Eligibility of Lessors – Check List S. No. 7(a) and 7(b).

Notes:-

- 1) This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the Lessor and the subcontractor.

Annexure-VIII

Undertaking for Confirming Participation
(on Firm's Letter Head)

NOT USED

Annexure-IX

(Refer A3.1 Eligibility of Lessors – Check List, S. No. 4.1)

FINANCIAL DATA

Applicant's legal nameDate

Group Member's legal name..... Page of Pages

Each Applicant or member of a JV must fill in this form

S. N.	Description	Financial Data for Latest Last 3 Years (Indian Rupees)		
		2016-2017	2017-2018	2018-2019
1.	Total Assets			
2.	Total External Liabilities			
3.	Net Worth [= 1 - 2]			

Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above, complying with the following conditions.

1. Separate Proforma shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV/Consortium, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country, calendar year is also the financial year, may submit all relevant data for the last 3 years i.e. 2017, 2018 and 2019.
6. This Annexure-IX of NIT shall be duly certified by Chartered Accountant / Chartered Financial Analyst in original under his signature and stamp. All the documents or certifications which are provided by Chartered Accountant after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.
8. In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail.

Annexure-X**(Refer A2.11 Restriction of Bidders from Countries sharing Land Borders with India)**

I/We [Name of the bidder] have read the clause(s) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries*; I/We [Name of the bidder] certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that [Name of bidder] fulfils all requirements in this regard and is eligible to be considered.

Signature of authorized signatory of Tenderer

NOTE:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.
3. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as "fraudulent practice" under Chapter 4 of RFP and this would be a ground for immediate termination besides taking further action as per LMA DE-07 /legal action in accordance with law.