



**दिल्ली मेट्रो रेल कॉरपोरेशन लिमिटेड**  
**DELHI METRO RAIL CORPORATION LTD.**

**CONTRACT NO: OCHK-970**

**“Contract for providing of Cleaning and Housekeeping for 26  
Electrical substations (RSS) of DMRC for One Year”**

**NOTICE INVITING TENDER (NIT)**

**TENDER DOCUMENTS**

**DELHI METRO RAIL CORPORATION LTD.**

**5<sup>th</sup> FLOOR, C-WING, METRO BHAWAN,  
FIRE BRIGADE LANE, BARAKHAMBA ROAD,  
NEW DELHI 110001**

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**NOTICE INVITING TENDER (NIT)**

**1.1 GENERAL**

**1.1.1** Delhi Metro Rail Corporation Ltd. invites Open e-tender through **GeM portal** (i.e. Technical and Financial bid) from eligible applicants who fulfil qualification criteria as stipulated in clause 1.2 of NIT for **Contract: OCHK-970:-** Contract for providing of Cleaning and Housekeeping for 26 Electrical substations (RSS) of DMRC for One Year. The brief scope of the work and site information is provided in ITB clause A1.1.

**1.1.2** The key details are as follows:

<b>a.</b>	<b>Name of Work</b>	<b>Contract: OCHK-970:-</b> Contract for providing of Cleaning and Housekeeping for 26 Electrical substations (RSS) of DMRC for One Year.
<b>b.</b>	<b>Approximate Cost of work</b>	<b>Rs. 161.27 Lakhs (Exclusive of GST)</b>
<b>c.</b>	<b>Tender Security Amount* (Earnest Money Deposit)</b>	<b><u>Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per Annexure-4 of ITT at the time of online bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.</u></b>
<b>d.</b>	<b>Cost of Tender Documents* (Non-Refundable)</b>	<b>NIL</b>
<b>e.</b>	<b>Tender Document available for sale on website</b>	From <b>02.08.2021 to 23.08.2021 (upto 11:00 hrs)</b> on GeM Portal Tender document can only be obtained after registration of tenderer on Government e Marketplace (gem.gov.in)
<b>f.</b>	<b>Last date of Seeking Clarification</b>	<b>06.08.2021 (upto 17:00 Hrs)</b> Bidders to note that seeking clarification on the tender shall be done by sending it on email id i.e. <a href="mailto:cetenderonm@dmrc.org">cetenderonm@dmrc.org</a> ). Seeking clarification by fax or post will not be considered. Queries/ clarifications from bidders after due date shall not be acknowledged.
<b>g.</b>	<b>Pre-bid Meeting</b>	<b>09.08.2021 at 11:00 Hrs</b> The pre bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex, Microsoft Teams etc. All Prospective bidder shall provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least 24 hours before the meeting (latest by 11:00 Hrs on 08.08.2021) to the registered email of DMRC i.e. <a href="mailto:cetenderonm@dmrc.org">cetenderonm@dmrc.org</a> , so that link having details such as software, meeting ID, password etc. can be mailed to these person preferably 12 hours before the scheduled pre-bid meeting.
<b>h.</b>	<b>Last date of issuing amendment, if any</b>	<b>17.08.2021</b>
<b>i.</b>	<b>Date &amp; Time of submission of Tender online</b>	Tender submission start date:.....from....Hrs. <b>Tender submission end date: 23.08.2021 (from 11:00 Hrs)</b>
<b>j.</b>	<b>Date &amp; Time of opening of Tender (Technical Bid) (online)</b>	<b>23.08.2021 at 11:30 Hrs.</b>

<b>k.</b>	<b>Date &amp; Time of opening of Financial Bid</b>	Will be informed later on after the evaluation of Technical bids (Only to the bidders who will successfully qualify the Technical Evaluation)
<b>l.</b>	<b>Validity of Tender</b>	68 days from the last date of submission of tender.
<b>m.</b>	<b>Stipulated date of Commencement of work</b>	Within seven days from the date of issue of "Letter of Acceptance" or as per the instructions of Engineer.
<b>n.</b>	<b>Completion Period</b>	<b>12 (Twelve) Months</b>
<b>o.</b>	<b>Authority and place for submission of tender cost &amp; required documents (if any) and seeking clarifications on tender documents</b>	<b>CE/Tender (O&amp;M),</b> Delhi Metro Rail Corporation Ltd., 5th Floor, C-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001

## 1.2 QUALIFICATION CRITERIA

### 1.2.1 Eligible Applicant

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in the MOU/JV agreement submitted by the bidder in terms of clause 1.2.1 vii (d).

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV, may be completed by other member(s) of JV in the following manner:

- At their own, if they have adequate technical competence to the satisfaction of Employer.
- By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the defaulting member(s) & without any financial implication to the Employer. The new member(s) shall be jointly & severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance security of defaulting member.

In case of (a) & (b) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium. Further, the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes. In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format **Appendix-5A of Form of Tender.**

- ii (a) A non-Indian bidder (not restricted as defined in clause 1.2.1.x below) is permitted to tender only in a joint venture or consortium arrangement with firms that are registered or incorporated in India with minimum participation interest of 74% or their wholly owned Indian subsidiary registered in India under Companies Act-2013 with minimum 74% participation. Indian contractor/Indian subsidiary to be lead member of JV/Consortium

- ii (b) A tenderer shall submit only one bid in the particular tendering process, either individually as a tenderer or as a partner of a JV/ Consortium. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually or as a partner of a JV/ Consortium in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- iii Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - (a) A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project; or
  - (b) A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub-paragraph (a) above; or
  - (c) A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.
- v (a) DMRC/ any other Metro Organization (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Appendix-5 of Form of Tender.
- v (b). Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by DMRC/ any other Metro Organization (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium, members. The tenderer should submit undertaking to this effect in Appendix-5 of Form of Tender.
- v (c). **Deleted**
- v (d). Tenderer (including any member in case of JV/consortium) for the work awarded by DMRC / any other Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in the Appendix-5 (para-5) of Form of Tender.
- v (e). If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the Appendix-5, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.2.1 of NIT.
- v (f). If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-5 and/or Appendix-2, the same will be considered as "fraudulent practice" under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b), (c) & 13.2.1 of GCC.
- vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The tenderer should submit undertaking to this effect in the Appendix-5 (para-6) of Form of Tender
- vii. **LEAD PARTNER/NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM**
  - a. Lead partner must be a substantial partner in the JV/Consortium i.e. it should have a minimum of 26% participation in the JV/Consortium. **Each substantial partner in case of JV/Consortium shall have experience of executing at least one "similar work" \*\* of value of ₹ 64.51 lakhs or more in last 05 years as defined in clause 1.2.2 (A) of NIT.**

- b. **Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium.** Partners having less than 26% participation will be termed as 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. In the tender of above work, a Joint Venture/ Consortium to qualify, each of its non-substantial partner must have experience of executing at least one **similar work** of minimum value of ₹ **32.25 lakhs** in last 05 years **from the last day of the month previous to the month of tender submission.**

**The tenderer shall submit details of above works in the Performa of Appendix-7 of FOT etc. as per Notes of Clause 1.2.2.(A) of NIT.**

- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
- d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner particularly with reference to financial, technical and other obligations in the JV agreement/MOU submitted vide foot note (d) of Appendix-4 of Form of Tender and acceptable to the Employer, providing clearly that any abrogation/subsequent reassignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.

**Note:** - The MOU may stipulate mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

In case, it comes to notice of DMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement wrt to the MOU submitted at tendering stage or entered a separate MOU/agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which every constituent of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law.

The JV/Consortium members shall submit undertaking to this effect in Appendix-5A of Form of Tender.

- e. The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) and/ or under clause 1.33.1(c) of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in DMRC or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.
- viii. **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/Consortium with minimum 26% participation each (as substantial member) for such member(s). However, in such a case each substantial member of JV/Consortium has to substantiate the experience of executing at least one "similar work" as per the requirement of clause 1.2.1(vii)(a) of NIT in their individual capacity along with all other requisite conditions stipulated in the tender documents.
- 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/Consortium with minimum 26% participation each (as substantial member) for such member(s). However, in such a case each substantial member of JV/Consortium has to substantiate the experience of executing at least one "similar work" as per the requirement of clause 1.2.1(vii)(a) of NIT in

their individual capacity along with all other requisite conditions stipulated in the tender documents.

ix. **Purchase Preference to Class-I local supplier/Preference to Make in India: Only 'Class-I local supplier', as defined below, are eligible to participate for the subject tender.**

**a) Definitions:**

- i. Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. 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 xx%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). **Minimum local content for class-I local supplier shall be 90% for the subject tender.**
- iii. 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 90%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv. 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%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by DPIIT.
- v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I 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 to 'Class-I local supplier' in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER**

- 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.
- iii. 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.
- iv. 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.

**c) Procedure for Purchase Preference to 'Class-I local supplier' 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: APPLICABLE FOR THE SUBJECT TENDER**

- 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.
- iv. 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) Minimum Local content and verification of local content:**

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self-certification that the item offered meets the minimum 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.
- ii. In case 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 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.
- iii. 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.
- iv. Supplier/bidder shall give the details of the local content in a format attached as Appendix-12 and Appendix-13 of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload Appendix-12 and Appendix-13 of FOT duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

**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.

**x. 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 as defined at clause 1.2.1 ii (a) of NIT, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only 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 pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause**

"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 of 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 of 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.

#### **1.2.2 Minimum Eligibility Criteria**

**A. Work Experience** : The tenderers will be qualified only if they have successfully completed work(s), completion date(s) of which falling during last five years ending last day of the month previous to the month of tender submission as given below.

- (i) At least one "similar work"\*\*\* of value of ₹ 129.02 lakh or more

OR

- (ii) At least two "similar works" \*\*each of value of ₹ 80.64 lakh or more

OR

- (iii) At least three "similar works"\*\*\*each of value of ₹ 64.51 lakh or more

\*\* "Similar works" for this contract shall be "Cleaning and housekeeping work for premise for including electrical substations/ Receiving Substation (RSS)"

Notes:

- a) The tenderer shall submit details of works executed by them in the Proforma of **Appendix-7 of FOT** for the works to be considered 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. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S 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 CA 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>.**
- b) Value of successfully completed portion of similar work in works which have been successfully performed/ carried out in original completion period, but are in progress on account of extension of time, shall also be considered for qualification of work experience Criteria.
- c) 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.
- d) For completed works, value of work done shall be updated to the 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 submission date of tender.
- e) If the above work(s) (i.e. "Similar work" comprise other works, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.
- f) Work experience of only substantial partner (partner with share of 26% or more in the JV/ Consortium) shall be considered for evaluating of JV/ Consortium.
- g) 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 or **percentage participation**, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- h) **After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder shall be sent for verification & certification to the concerned clients(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](http://www.delhimetrorail.com).**
- i) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

**B. Financial Standing:** The tenderer will be qualified only if they have minimum financial capabilities as below :-

- (i) **T1- Annual Turnover:** The average annual turnover of the tenderer during last three audited financial years (2018-19, 2019-20 and 2020-21) should not be less than ₹ 129.02 Lakhs.

The averages annual turnover of JV/Consortium will be based on percentage participation of each member.

**Example:** Let member-1 has percentage participation = M and member-2 has percentage participation = N, Let the averages annual turnover of member-1 is A and that of member-2 is B, then average annual turnover of JV/Consortium will be =  $\frac{AM+BN}{100}$

**Notes:**

- i. Financial data for latest last three audited financial years has to be submitted by the tenderer (each member in case of JV/Consortium) in Appendix-8 of Form of Tender along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp, signature, membership number & **Unique Documents Identification Number (UDIN)**. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit (**As per format provided in Appendix-8A to form of Tender**) certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender may be considered as non-responsive. All the documents or certificates which are provided by CA 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>. **However, the tenderer including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 3 to work out the average annual turnover. In case balance sheet of Last year has not been audited so far, then data shall be divided by 2 to work out the average annual turnover.** In case financial statements for any of the financial year is not required to be audited as per any relevant section of the Income Tax Act, then, same should be supported by CA(Chartered Accountant) certificate alongwith all the GST returns, ITR-3/4 (including all the forms) and form 26AS for each of the financial year not liable to be audited as per relevant section of the income tax Act.

Any certification or document required to be provided by CA, 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.

- ii. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

**1.2.3** The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.2.2 (A) to 1.2.2 (B) above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.2.2 (A) to 1.2.2 (B) shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

**1.3 Tender document consists of the following:**

- a. Introduction;
- b. Instructions to Bidder (including annexures);
- c. Pre qualification Criteria
- d. Scope of Work;
- e. Special Terms and Conditions of Contract / Special Conditions of Contract ;
- f. Service Level Agreement ;
- g. General Conditions of Contract ;
- h. Payment Terms;
- i. Penalties;
- j. Bill of Quantities/ Pricing Document;
- k. Form of Tender (Including appendices);

I. Conditions of Contract on Safety, Health & Environment Management for Housekeeping Contracts of O&M wing of DMRC

- 1.3.1 The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of CE/Tender (O&M), Delhi Metro Rail Corporation, 5thFloor, C-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001.
- 1.3.2 All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause E4.4 of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.3.3 The intending tenderers must be registered on GeM Website ([gem.gov.in](http://gem.gov.in)). Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.3.4 Deleted
- 1.3.5 Tender submissions shall be done online on **gem.gov.in** after uploading the mandatory **scanned copy of Undertaking for Tender Security Declaration towards Tender Security** and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 1.3.6 Submission of Tenders shall be closed on GeM website at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on e-tendering website <https://eprocure.gov.in/eprocure/app> before the deadline of submission. DMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.3.7 Tenders shall be valid for a period of **60 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the Date of Submission of Tenders.
- 1.3.8 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.
- 1.3.9 Tenderers are advised to keep in touch with GeM portal ([gem.gov.in](http://gem.gov.in)) for updates.
- 1.3.10 Letter of acceptance to the successful bidder shall be uploaded on procurement portal which can be downloaded by the successful bidder.
- 1.3.11 For any corruption related complaint, tenderer may contact CVO, DMRC (email-[cvodmrc@gmail.com](mailto:cvodmrc@gmail.com) Ph.011-23418406. However, no tender related queries shall be enquired from CVO, DMRC. For any queries/clarification related to tender, the bidder may attend pre-bid meeting and/or upload their queries online within the date and time specified at Clause 1.1.2 (g) and 1.1.2 (f) of NIT respectively.

**CE/Tender (O&M)**  
**Delhi Metro Rail Corporation Limited**