

Contract Steno-01/2021: “PROVIDING GRADUATE STENOGRAPHERS AT METRO BHAWAN AND OTHER OFFICES OF DMRC IN DELHI & NCR REGION”.

Addendum No. –1				
(SUMMARY SHEET)				
S.No.	Clause Reference	In place of	Please read as	Remarks
1.	NIT	Page 2,3 of 17	Page 2R,3R of 17	Key dates modified
2.	NIT	Page 7,8 of 17	Page 7R,8R of 17	Clause deleted
3.	ITT Clause C2.2 (p-1)	Page 6 of 29	Page 6R of 29	New clause added.
4.	ITT	Page 8 of 29	Page 8R of 29	Clause Modified
5.	ITT Clause F1.2	Page 19 of 29	Page 19R of 29	Clause modified
6.	FOT	Page 1 of 35	Page 1R of 35	One appendix i.e. 15A added in existing list of appendices
7.	FOT	One Additional Appendix-15A added to FOT (Form of Tender)		
8.	FOT	Page 31 of 35	Page 31R of 35	Clause modified
9.	Employer’s Requirement	-	Page 8A, 8B, 8C, 8D, 8E of 8	Appendix-A, B, C, D, E added to Employer’s Requirement
10.	Pre Bid Clarifications	Pre-Bid clarifications has been added along with the Addendum-1		

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NOTICE INVITING TENDER (NIT)

(e-Tender)

1.1 GENERAL

Name of Work: Delhi Metro Rail Corporation (DMRC) Ltd. invites online open e-tenders from eligible applicants, who fulfill qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work Contract Package: DMRC/STENO-01/2021: “PROVIDING GRADUATE STENOGRAPHERS AT METRO BHAWAN AND OTHER OFFICES OF DMRC IN DELHI & NCR REGION”.

The brief scope of the work is provided in Clause A1 of ITT and Employer’s Requirement.

1.1.2 KEY DETAILS:

a.	Approximate Cost of work	INR 13.42 Crores for 03 years (Inclusive of 18% GST)
b.	Tender Security*(Earnest Money Deposit)	Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per Annexure-6 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.
c.	Completion period of Work	03 (Three) years
d.	Tender Documents on sale	From 06.09.2021 to 05.10.2021 14.10.2021 (up to 1500 hrs) on e-tendering website https://eprocure.gov.in/eprocure/app . Tender document can only be obtained online after registration of tenderer on the website https://eprocure.gov.in/eprocure/app . For further information in this regard bidders are advised to contact on 0120-4200462, 0120-4001002/5, 0120-6277787 or 011-23417910/12.
e.	Cost of Tender Documents*(Non-Refundable)	INR 23,600/- (inclusive of 18% GST) Non-Refundable (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 details of bank account of DMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. XX must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission). (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)

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f.	Last date of Seeking Clarification (Through Video Conferencing)	15.09.2021 (Upto1700Hrs) 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. Seeking clarification by fax or post will not be considered. Queries/clarifications from bidders after due date and time shall not be acknowledged.
g.	Pre-bid Meeting	16.09.2021 at 1100Hrs. The Pre-bid meeting shall be conducted through video conferencing by software apps such as Cisco Webex, Microsoft Team etc. All prospective bidders shall have to 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 15.09.2021) 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 virtual pre-bid meeting.
h.	Last date of issuing amendment, if any	27.09.2021 05.10.2021
i.	Date and Time of submission of Tender online	Tender submission start date : 29.09.2021 (from 1100hrs) Tender submission end date:05.10.2021 14.10.2021 (upto1500hrs)
j.	Date & Time of opening of Tender online (Technical Bid)	06.10.2021 18.10.2021 at 1500Hrs.
k.	Authority, place for submission of tender cost and seeking clarifications on tender documents	Sr. GM/Contract, Delhi Metro Rail Corporation Ltd., 5 th Floor, A-Wing,MetroBhawan, Fire Brigade Lane, Barakhamba Road, NewDelhi –110001. Email id:- gmcontracts@dmrc.org
l.	Date & time of opening of Price Bid	It will be informed later on after the evaluation of technical bid (Only to the bidders who will successfully qualify the technical bid) on https://eprocure.gov.in/eprocure/app .
m.	Stipulated date of commencement of work	Date given in Letter of Acceptance or Employer’s Notice to Proceed
n.	Type of Tender	Open Tender Two Bid System (Technical & Financial)
o.	Tender Validity	180 Days from the last date of submission of tender. (As per clause C17 of ITT)
p.	Security Deposit/Performance Security	3% of annual accepted value of work (LOA). (As per clause no. F5 of ITT)
q.	Validity of Performance Bank Guarantee/Security	6 (Six) months beyond the expiry of the Contract Period

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undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix–19A. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission for the ongoing works.

- v(d). Tenderer (including any member in case of JV/consortium) for the works 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 work for providing “Graduate Stenographer” of value more than 10% of Pre Qualification Criteria cost of work, during last three years. The tenderer should submit undertaking to this effect in Appendix-20 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 - 19 or Appendix – 19A or Appendix - 20, 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 Clause 1.1.3.1 of NIT.
- v(f).If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19 or performance in any of the works reported in the Appendix – 19A or undertaking submitted vide Appendix-20, the same will be considered as “fraudulent practice” under Clause4.33.1a (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) &13.2.1ofGCC
- 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-21 of Form of Tender.
- vii. ~~The tenderer should have minimum 5 years experience of providing graduate stenographer in any Central Government / State Government / PSU's / DMRC / Private Limited Companies/Limited Companies/ Educational Institutions. Tenderers should enclose relevant Experience/ Work Completion Certificates of this tender document to establish the 5 years experience. In case of a Consortium the evaluation will be carried out on cumulative basis.~~
- vii **viii**. LEAD PARTNER/ NON SUBSTANTIAL PARTNERS / CHANGE IN JV / CONSORTIUM
- a. Indian Contractor / Indian Subsidiary of JV/Consortium must be the lead partner. Also 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.
- b. 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.
- 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 in the JV agreement / MOU submitted vide footnote (d) of Appendix-6 of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive / non-substantive partner of JV / Consortium in favour of other JV/Consortium partner or any

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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 w.r.t. 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-6A of Form of Tender.

The Employer in such cases, may in its sole discretion take action under clause 4.33.1(b) and / or under clause 4.33.1(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. ix (a) Tenderer (including any member in case of JV/consortium) has not been put on defaulter's list of EPF/ESI/GST/Labour Deptt. etc. during the last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the Appendix-27 of Form of Tender.

(b) Tenderer (including any member in case of JV/consortium) should not be involved in any illegal activity and/or has not been charge sheeted for any criminal act during last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the Appendix-27 of Form of Tender.

(c) Also no contract of the tenderer of the value more than 10% of Pre Qualification Criteria cost of work, executed either individually or in a JV/Consortium, should have been foreclosed or scope under that contract is reduced by DMRC after award during last three 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-27 of Form of Tender.

~~ix~~ x DELETED

~~x~~ xi DELETED

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(f)	Appendix – 5 to the Form of Tender: Contractor's Technical Proposals (see paragraph C6) : Deleted
(g)	Appendix – 6 to the Form of Tender: General Information about the Tenderer
(h)	Appendix – 7 to the Form of Tender: Deployment of minimum number Personnel
(i)	Appendix – 8 to the Form of Tender: Deleted
(j)	Appendix - 9 to the Form of Tender: Deleted
(k)	Appendix - 10 Recourses proposed for the project – Plants and equipments : Deleted
(l)	Appendix - 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice
(m)	Appendix – 12 to the Form of Tender: Undertaking on copyright (see paragraph E2) : Deleted
(n)	Appendix - 13 to Form of Tender – The tenderer may submit minor deviations in this annexure and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write “NIL” in this annexure. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of Appendix-13 of FOT.
(o)	Appendix - 14 to the Form of Tender : Tentative project implementation programme(see paragraph C8) : Deleted
(p)	Appendix - 15 to the Form of Tender: Financial Data (Works done during the last 5 financial years)
<u>(p-1)</u>	<u>Appendix – 15A to the Form of Tender: Financial Data (Similar Works done during the last 5 financial years)</u>
(q)	Appendix - 16 to the Form of Tender: Financial Data (Commitment for On-going Works/ Works in hand)
(r)	Appendix - 17 to the Form of Tender: Work Experience
(s)	Appendix - 17A to the Form of Tender: Summary of information provided in Appendix-17 Deleted
(t)	Appendix - 18 to the Form of Tender: Financial Data (Financial Standing)
(u)	Appendix - 18A to the Form of Tender: Affidavit for unaudited balance sheet (As per First Bullet of Notes of NIT Clause 1.1.3.2 B)
(v)	Appendix - 19 to the Form of Tender: Undertaking as per clause 1.1.3.1 v (a) & (b) of NIT
(w)	Appendix - 19A to the Form of Tender: Undertaking as per clause 1.1.3.1 v (c) of NIT
(x)	Appendix - 20 to the Form of Tender: Undertaking as per clause 1.1.3.1 v (d) of NIT
(y)	Appendix - 21 to the Form of Tender: Undertaking as per clause 1.1.3.1 vi of NIT
(z)	Appendix - 22 Undertaking for Downloaded Tender Document
(aa)	Appendix - 23 to Form of Tender: Banking Reference For Liquidity
(bb)	Appendix - 24 to Form of Tender: Disclosure of information under RTI Act
(cc)	Appendix - 25 to Form of Tender: Refund of EMD/Tender Security: Deleted
(dd)	Appendix - 26 to Form of Tender: Statutory Compliance
(ee)	Appendix - 27 to Form of Tender: Undertaking as per clause 1.1.3.1 viii of NIT
(ff)	Appendix - 28 to Form of Tender: Checklist (see paragraph C23)

taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

With the tender submission, the tenderer shall submit the proof of GST registration or shall submit an undertaking that he will get registered with appropriate GST authorities in case of award of LOA to them.

C2.5 Tenderers shall quote all prices as per Clause 11.1.1 of GCC, Clause 7, 8 and Clause 9 of S.C.C.

C 2.6 a) Deleted

b) Change in Taxes/Duty: The Contract Price shall be subject to adjustment to take in to account any changes in taxes/duty to the extent stipulated in SCC clause corresponding to Sub-Clause 11.1.4 of GCC.

c) GST is ~~included~~ **excluded** in the contract price. The contractor shall maintain details of SGST/UTGST paid to Revenue department of the respective state in which the work is carried out and submit the following: -

I. Tax Invoice

II. GSTR-1 return filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.

III. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to DMRC project and deposit of due taxes with respective tax authorities.

IV. Relevant abstract of filed GSTR-1 return showing the details of relevant tax invoices submitted by the contractor.

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to fulfill the tender conditions including statutory deduction viz., TDS towards Income Tax/ Labour Cess etc. except GST after considering clause C2.4, C2.5 & C2.6 above.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorized and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorized by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C4 Deleted

C5 Deleted

C6 Deleted

C7. Deleted

C8. Deleted

E5.7 The Employer reserves the right to accept or reject any variation, deviation, variations, deviations and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E6 Deleted

F Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5.

Employer will award the contract to the Lowest Tenderer (L-1), whose tender has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the tender document, subject to the quoted amount is considered to be acceptable.

F1.2 In case, two or more technically qualified bidders quote the same percentage in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover from similar works (providing Graduate Stenographer) for the last ~~three~~ **five** financial years. The information will be seen from Appendix- 45 **15A** and only those works will be considered for which indicated documentary evidence has been enclosed by the bidder at the time of tender submission i.e. by the last date of tender submission.

F2 Employer's Right to Accept any Tender and to Reject any or all Tenders

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Undertaking for tender security declaration, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to submit the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer Telephonically and by uploading the scanned copy of Letter of Acceptance (LOA) on e-tendering portal to confirm that his tender has been accepted. The successful tenderer can also download the copy of Letter of Acceptance (LOA) issued to them. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be issued under signature of a Director of DMRC or of The Sr. GM/Contract. The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory indicating their unconditional acceptance, within one week of receipt of the same by him. The date of commencement of

FORM OF TENDER
(To be submitted on Company's/Firm's Letter Head)

Date:

To :
Sr. GM/Contract,
Delhi Metro Rail Corporation Ltd.,5th
Floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,New
Delhi –110001.

Name of Work: Contract Package "PROVIDING GRADUATE STENOGRAPHERS AT CORPORATE OFFICE, METRO BHAWAN AND OTHER OFFICES OF DMRC IN DELHI & NCR REGION"

Contract No. DMRC/STENO-01/2021

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Employer's Requirements, and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the DMRC for the providing of GRADUATE STENOGRAPHERS at our site offices in Delhi and NCR of the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 6, 7, 11,13, 15, **15A** 16, 17, 18, 18A, 19, 19A, 20, 21, 22, 23, 24, 26, 27, 28, & 29 hereto, we hereby (jointly and severally)*offer to execute and complete the whole of the said Works in conformity with the above documents and said conditions of the contract and Addenda, for the amount as quoted in BOQ (Financial Bid) or such other sum as may be ascertained in accordance with the said conditions.
2. I/We undertake (jointly and severally)*:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the DMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly signed Undertaking for Tender Security Declaration in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance of LOA thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

FORM OF TENDER - APPENDIX 15A**As per clause C2.2 and F1.2 of ITT****FINANCIAL DATA****(SIMILAR WORKS DONE DURING THE LAST FIVE FINANCIAL YEARS)****NAME OF THE TENDERER:***(All amounts in Rupees in crores)*

S.No.	DESCRIPTION	Financial Data for Last 5 Financial Years				
		Year 2016-2017	Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021
1	2	3	4	5	6	7
	Turn over from Similar Works#					

Turnover from Similar Works will be substantiated from the details given in the table hereunder which shall be filled by the bidder and certified by the CA for details pertaining to last 5 financial year i.e. FY 2016-17 to FY 2020-21. In case of variance in period of work i.e. for periods of work earlier than 01.04.2016 and/or later than 31.03.2021, pro-rate value of work pertaining to the period FY 2016-17 to 2020-21 shall be considered. Experience certificate/work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission.

S.No.	Client Name	Nature of work	Period	Value of work
1.				
2.				
3.				
4.				
TOTAL VALUE OF WORK				

NOTE:

1. "Similar Work" for this contract shall be works of providing Graduate Stenographers only in any establishment
2. Separate Performa shall be used for each member in case of JV/Consortium.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his signature and stamp in original along with membership no. 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 <http://udin.icai.org/search-udin>.
5. In case the work is executed for private client, copy of (i) work order, (ii) bill of quantities, (iii) bill wise details of payment received certified by C.A., (iv) T.D.S certificates for all payments received and (v) copy of final/last bill paid by client shall be submitted.
6. The above financial data will be updated to last day of the previous 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.

FORM OF TENDER- Appendix- 26 (Page 2 of 2)

12	Maintain registers under various labour laws rules 2017 i.e. employee Register (Form-A), wage Register (Form-B), Register of Loan/Recoveries (Form-C), Attendance Register (Form-D) etc.		
13	Issue wage slips to workmen as per actual disbursement of wages in standardized Performa		
14	Maintain individual Attendance Cards for all employes		
15	UAN and ESI (Mediclaim policy if ESI is not applicable) card to be submitted for the staff deployed within three months.		
16	The bonus (@ 8.33% of Rs. 7,000/- per month or the minimum wages per month as fixed by the appropriate Government, whichever is higher) paid by the Contractor to all eligible employees as per the payment of Bonus Act within 08 months of the close of the accounting year. This shall be reimbursed to agency on submission of Form-D/ Annexure-15 of 'Instruction to Tenderer' <u>Appendix-A of Employer's Requirement</u> and proof of service of staff including proof of proper payment of bonus, regular EPF contribution and ESI (Mediclaim policy if ESI is not applicable) etc. The Bonus shall be credited to employee's accounts.		

Note: - Entry must be made against all items. Non- filling or 'No' entry in any of above items in the 'compliance of contractor" column by tenderer will lead to non-eligibility of Tenderer for next stage of tender evaluation process.

SIGNATURE WITH SEAL OF TENDERER (Each member in case of JV)

Form D
(See rule 5)

ANNUAL RETURN- BONUS PAID TO EMPLOYEES FOR THE ACCOUNTING YEAR ENDING ON THE.....

1. Name of the Establishment and its complete postal address:
2. Name of Industry:
3. Name of the Employer:
4. Total number of employees:
5. Numbers of Employees benefited by bonus payments:

Total amount payable as bonus under section 10 or 11 of the payment bonus Act,1965 as the case may be	Settlement, if any, reached under section 18(1) of 12(3) of the industrial disputes Act 1947 with date	Percentage bonus declared to be paid
(1)	(2)	(3)

Total amount of bonus actually paid	Date on which payment made	Weather bonus has been paid to all the employees, if not, reasons for non payment	Remark
(4)	(5)	(6)	(7)

Signature of the Employer of his Agent

**CERTIFICATE BY CONTRACTOR
(Graduate stenographer services)**

Name of Site office: Period:

1. In compliance to the provision of the minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us. I/We hereby declare that the Security personnel engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labour / labours engaged by me/us, corporation is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour / labours.
2. Certified that all valid insurance policies as per GCC clauses are available. Copies of Insurance policies are enclosed/already submitted.
3. Certified that EPF & MP Act 1952, Minimum wages act 1948, Workmen compensation Act 1923, Contract Labour (R&A) Act 1970, Factories Act 1948 have been fully complied with by Me / Us. Photocopies of challans for EPF/ESI deposited are enclosed herewith
4. The cash payment if any has been made to the employees in presence of Controlling Officer of DMRC as per Minimum wages Act, 1948 (As per latest notification). The attached photocopy of ESI & EPF challans has been verified from original.
5. Certified that out of Nos. of staff Nos. has been paid through the bank transfer.
6. Certified that weekly off is given to all the employees and overtime payment, if required, is made to the concerned as per the prescribed rates.
7. We have paid wages as per the Gazette of India, notification dated 01st Oct 2019, S.O.188 (E) or later (whichever is applicable) issued by GNCTD/Union Government whichever is higher.
8. I also undertake that, if at any point of time during progress of work or after completion of work it is found that any of the statutory provisions like EPF Act 1952, Minimum wages act 1948, Workmen compensation Act 1923, Contract Labour (R&A) Act 1970, Factories Act 1948 etc. has not been complied, with than I shall be held morally, financially and legally responsible. I also undertake to indemnify DMRC for such lapses.

Signature of contractor with seal

Engineering In charge

INDEMNITY

(To be filled and submitted by Contractor within seven days of issue of LOA)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. DMRC will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that the entire claim raised by staff deputed by me, shall be borne by me only. All the prescribed uniforms and PPE shall be provided free of cost to staff deployed by me. No claim shall be raised with DMRC in this regard.

I hereby declare that I am solely responsible on behalf of M/s..... for giving such declaration.

.....

Name of Indemnifier

.....

Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

INDEMNITY

(To be filled by Contractor staff individually prior to their deployment on site)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. DMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against DMRC.

.....

Name of Indemnifier

.....

Signature of Indemnifier

.....

NAME OF CONTRACTOR

.....

SIGNATURE OF CONTRACTOR

Contract: DMRC/Steno-01/2021: Providing Graduate Stenographers at Corporate Office, Metro Bhawan and other offices of DMRC in Delhi & NCR Region.

Replies to Pre-Bid Queries

Sr. No.	Reference Clause (as per tender documents)	Description (as per tender document)	Pre-bid query	DMRC Reply
Bidder-A				
1	NIT clause 1.1.2 -page 4 of 17	<p>* Tender Cost and Tender Security is exempted for bidders (Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category "Administrative and support service activities", and have valid registration certificate as on date of tender submission.</p> <p>The MSEs would not be eligible for exemption of Tender Cost and Tender Security if;</p> <ul style="list-style-type: none"> · either they are not registered for "Administrative and support service activities" category. · or they do not have valid registration as on the date of tender submission. <p>The tenderers seeking exemption from 'Tender Cost and Tender security', being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. "Administrative and support service activities", and Terminal Validity of registration.</p> <p>In absence of any of the above requirements no exemption for 'Tender Cost and Tender Security' will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.</p> <p>No further clarification shall be sought on the above</p>	<p>As Per NIT in Tender for Exemption of Tender Cost & Tender Security- The MSEs would not be eligible for exemption of Tender Cost and Tender Security if either they are not registered for "Administrative and support service activities" Category</p> <ul style="list-style-type: none"> · We registered in MSME category · NIC 2 Digit-82-Office Administrative · NIC 4 Digit-7820-Temporary Employment Agency Activities · NIC 4 Digit-8299-Other Business Support Service Activities · NIC 5 Digit-82990-Other Business Support Service Activities 	<p>As per National Industrial Classification 2008 issued by MOSPI Govt. of India. The below mentioned categories falls under Part-II -Broad Structure -Section N - Administrative and support service activities, of the said document.</p> <ul style="list-style-type: none"> · Division 82 - Office administrative, office support and other business support activities. · Group 782 - Temporary employment agency activities. · Group 829- Business support service activities n.e.c. The agencies registered in categories falling in Section N - Administrative and support service activities of Part-II - Broad Structure in National Industrial Classification 2008, are eligible for exemption of Tender Cost & Tender Security.
Bidder-B				
1	BOQ (financial bid)	<p>3. BIDDER'S QUOTED PERCENTAGE (% AGE upto 02 decimal places only above the BOQ amount of Rs.113798952.00/- including all taxes, duties etc except GST.</p> <p>7. The Bidder Quoted Amount/Quoted Rates shall be inclusive of all Taxes, Tender Requirements, Statutory Contributions, etc. except GST</p>	<p>As per clause kindly clarify that if we quotes the services charges of without GST, that will paid to service provider separately, kindly confirm it?</p>	<p>Please refer Addendum no. 01. The tender conditions given in ITT clause C2.6, SCC clause-7 & Preamble of BOQ,(financial bid) are self explanatory.</p>

Sr. No.	Reference Clause (as per tender documents)	Description (as per tender document)	Pre-bid query	DMRC Reply
2	NIT clause 1.1.3.2 - A (i), (ii) & (iii). Page 9 of 17	<p>1.1.3.2 Minimum Eligibility Criteria</p> <p>A. Work Experience:(Based on average annual value of work)</p> <p>The tenderers will be qualified only if they have successfully completed work(s), completion date (s) of which falling during last 7 years ending last day of the month previous to the month of tender submission as given below (tenderer shall upload Appendix-17 of FOT):</p> <p>(i) At least one work for “providing minimum 80 nos. Graduate Stenographers for a minimum period of one year with annual value of work ≥ Rs. 3.58 crores (including GST) or more”.</p> <p>OR</p> <p>(ii) At least two works for “providing minimum 50 nos. Graduate Stenographers for a minimum period of one year with annual value of work ≥ Rs. 2.24 crores (including GST) or more”.</p> <p>OR</p> <p>(iii) At least three work for “providing minimum 40 nos. Graduate Stenographers for a minimum period of one year with annual value of work ≥ Rs. 1.79 crores (including GST) or more”.</p> <p>***Similar works ”for this contract shall be works of providing Graduate Stenographers only in any establishment”.</p>	<p>As per clause kindly clarify that if we submit the experience certificates of DEO/Computer Operator/Skilled/ highly skilled, will you be considered during on evaluation the technical bid? If it is not allowed/considered in the bid, please amend the clause and allow for the said tender. We have more than 10 years experience in manpower services (DEO/HKS/Technical MP/Non Technical and fulfill all aspects requirements as required in the tender and having gained turnover more than 56 crore in the last financial year and we are ready to association with your esteemed organization to serve this services as required by you.</p>	<p>No change in tender conditions. Please follow tender documents.</p>
3	NIT clause 1.1.3.1 - (vii), Page 7 of 17	<p>The tenderer should have minimum 5 years experience of providing graduate stenographer in any Central Government / State Government / PSU's / DMRC / Private Limited Companies /Limited Companies/ Educational Institutions. Tenderers should enclose relevant Experience / Work Completion Certificates of this tender document to establish the 5 years experience. In case of a Consortium the evaluation will be carried out on cumulative basis.</p>	<p>As per clause kindly amend the clause and allow to experience of manpower services instead of your requirement to healthy competition.</p>	<p>Please refer Addendum no. 01</p>
4	NIT clause 1.1.2 - (e), Page 2 of 17	<p>Cost of Tender Documents*(Non-Refundable)</p> <p>INR 23,600/- (inclusive of 18% GST) Non-Refundable (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 details of bank account of DMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. XX must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission). (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)</p>	<p>As per tender clause required of cost of tender fee to be submitted via online payment so we would request you kindly do allow the exemption also in tender fee.</p>	<p>No change in tender conditions. Please follow tender documents.</p>