



DELHI METRO RAIL CORPORATION LIMITED

**CONSULTANCY SERVICE FOR MAXIMISATION OF NON-FARE BOX REVENUE
SOURCES STUDY AND BID PROCESS MANAGEMENT FOR DELHI METRO RAIL
NETWORK.**

TENDER DOCUMENTS

DELHI METRO RAIL CORPORATION LTD.

5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane,

Barakhamba Road, New Delhi –110 001



DISCLAIMER

This request for proposal (RFP Document) for “**Contract- PD/PB/NFBR/01/2022: Consultancy Service for maximisation of Non-Fare Box Revenue Sources Study and Bid Process Management for Delhi Metro Rail Network**” contains brief information about the contract, the Qualification Requirements and the Selection process for the successful Bidder. The purpose of the RFP document is to provide Bidders with information to assist the formulation of their bid application (the ‘**Application**”).

The information (‘Information’) contained in this RFP Document or subsequently provided to interested parties (the “**Bidder(s)**”), in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to the Bidder(s) on the terms and conditions set out in the RFP Documents and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DMRC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DMRC in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the DMRC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

DMRC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

DMRC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that DMRC is bound to select an Applicant or to



appoint the Selected Applicant, as the case may be, for the Consultancy and DMRC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DMRC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and DMRC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

The word “Bid” and “Tender” is used interchangeably in the document.

INDEX

S. No.	Contents	Page No.
1.	Disclaimer	2-3
2.	Section-1: General	5-7
3.	Section-2: Notice Inviting Bid	8-16
4.	Section-3: Regulation of Bids and Consultancy agreement	17-20
5.	Section - 4: Instruction to Consultant and Data Sheet	21-46
6.	Section 5: Technical Proposal - Standard Forms	47-68
7.	Section 6: Financial Proposal - Standard Forms	69-72
8.	Section – 7: Terms of Reference (ToR)	73-94
9.	Section 8. Form of Contract Agreement	95-100
10.	Section -9: General Conditions of Contract	101-117
11.	Section-10: Special Conditions of Contract	118-137
12.	Section -11: Appendices	138
13.	Section- 12: Annexures	139-163



SECTION 1: GENERAL



SECTION 1: GENERAL

1. Introduction

Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Housing and Urban Affairs (MoHUA) (formerly known as Ministry of Urban Development (MoUD)) to undertake value capture from property development initiatives for sustainable revenue generation for the DMRC vide its Policy Circular No K-14011/8/2000-MRTS (Pt.) dt 30.3.2009.

Public Transport project like Metro are capital and maintenance intensive, hence will not be financially sustainable only depending on Fare Box Revenues. Metro Rail Policy adopted by Govt. of India stipulates the exploitation of various alternate revenue sources and opportunities such as Advertising, commercial utilization of land around metro station premises, Transit Oriented Developments (ToD), value captured Tax/ financing, digital marketing etc.

Union Cabinet, Govt. of India vide letter No. K-1401/8/2000-MRTS(Pt.) dated 21.07.2003 issued by Ministry of Urban Development & Poverty Alleviation (MRTS Cell), Govt. of India to the Town Planning Department, Municipal Corporation of Delhi, Delhi, has provided the various sources to raise revenue for the dedicated urban transport Fund for implementation of Delhi Metro projects. In pursuance of the above, a study is being conducted to identify and value these non-fare box revenue sources of Property Development/Property Business avenues at Delhi Metro Rail Network with the sole objective to maximize income.

2. Objective of the Consultancy Assignment

DMRC invites Proposals (the "Proposals") for selection of consultant who shall "Identify, Design and Develop" an appropriate structure for Non-Fare Box Revenue Sources Study and Bid Process Management" for identified Property Development/Property Business avenues at Delhi Metro Rail Network.

The consultant shall prepare a Feasibility Report for unexplored existing like Advertising, Retail, Semi-Naming Rights and other Non-Fare Box Revenue ("Non-Fare Box Revenue") and new avenues for existing and upcoming lines. The feasibility report shall cover benchmarking analysis, financial modelling, value estimation, technical feasibility and requirements, strategy for selection of concessionaires, contract structures, etc.

For existing inventory, the consultant shall review tender documents, support in marketing activities and assist DMRC in the bidding process to select suitable concessionaire for the identified "Non-Fare Box Revenue" heads. Following award of contracts, the consultant shall assist with preparing concession agreements and signing of the agreement with the winning bidder leading to the on boarding of the concessionaire.

The necessary project related inputs will be provided to the consultant for the purpose of the project during study by DMRC.

The project development proposed shall be with utmost consideration for the ecology of the existing surroundings. DMRC intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

The consultant shall develop innovative revenue models and project structures, prepare the feasibility report in accordance with Terms of Reference (ToR) specified in Section 7 and assist DMRC in bidding process for selection of suitable bidder.



3. Scope of Work:

3.1 Part-A- Bid process management for identified (i) Property Development avenues (Annexure- A) & (ii) Property Business avenues: (Annexure- B)

S. No.	Major Head	Description
1	Bid Process Management	Preparation of Feasibility report
		Review of bid documents - EOI, RFP, addendums.
		Preparation of marketing plan and implementation. Support in publicizing the EOI/ RFP.
		Media engagement support for effective PR.
		Supporting pre-bid meetings and query handling.

3.2 Part-B: NFBR maximization study for new avenues:

S.No.	Major Head	Description
1	NFBR maximization study	Benchmarking with Indian & overseas metro networks
		Review of regulations affecting the commercial exploitation
		Organizing study tour for DMRC officials and consultants
		Review of contract packaging & structuring
		Evaluation of revenue potential, inventory mapping for brownfield and greenfield monetization
		Preparation of implementation plan.
		Financial analysis and revenue modelling.
		Ascertaining infrastructure & utilities requirements.
		Drafting of Policy manual for NFBR

Note: Detailed scope of services is given in Section 5 of RFP document

4. Eligibility Criteria: Eligibility Criteria for assignment is given at clause 6 of Section 2.
 - 4.1. JV/consortium of maximum 2 firms is permitted.
5. Time duration for the consultancy services will be 12 months.
6. Salient features/schedule of Bidding Process is given at clause 2.3 of Section 2.
7. For further details, if required, you may contact O/o Sr. GM/Contracts, DELHI METRO RAIL CORPORATION LTD. 5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001.
8. DMRC reserves the right to reject any/all of the proposals without assigning any reason thereof.

Yours Faithfully

R.K. Gupta
Sr. GM/ Contracts
Delhi Metro Rail Corporation Ltd.



**SECTION 2:
NOTICE INVITING BID**



CONTRACT: PD/PB/NFBR/01/2022

2.1 DMRC invites Proposals (the “Proposals”) for “**Consultancy Service for maximisation of Non-Fare Box Revenue Sources Study and Bid Process Management for Delhi Metro Rail Network**”. The consultant shall prepare a Feasibility Report for Advertising, Retail, Semi-Naming Rights and other Non-Fare Box Revenue (“Non-Fare Box Revenue”). The feasibility report shall cover benchmarking analysis, financial modelling, value estimation, technical feasibility and requirements, strategy for selection of concessionaires, contract structures, etc. DMRC intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

a) Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the DMRC and Project Site, sending written queries to DMRC. **A DMRC Metro Networks Map is available on DMRC official website and also with this document for reference.**

2.2 Deemed Knowledge and Disclaimer: -

2.2.1 DMRC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to visit the DMRC Metro Networks to examine its precincts and the surroundings at the Bidder’s own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.

2.2.2 The Bidder shall be deemed to have well versed with the all documents/ work and be aware of the existing buildings, constructions, structures, installations etc., if any existing in the managed space(s) and shall not claim for any change on the scope of work after submitting its Bid. The Bidder hereby admits, agrees and acknowledges that DMRC has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.

2.3 Salient features of Bidding Process:

- a) DMRC has adopted a two-package bidding process i.e. (i) Package-01- “Technical Submission” and (ii) Package-02 – “Financial Submission” for declaration of a Selected Bidder to grant rights under the Consultancy Agreement for the Delhi Metro rail Network.
- b) The details of bidding process are provided in Section 3.
- c) Schedule of bidding process for RFP:



Tender No.	PD/PB/NFBR/01/2022
Name of Work	"Consultancy Service for maximisation of Non-Fare Box Revenue Sources study and Bid Process Management for Delhi Metro Rail Network
Start of sale of RFP Document to Bidders	29.11.2022 to 29.12.2022 (upto 1500 hrs.) on e-tendering website https://eprocure.gov.in/eprocure/app .
Tender Security amount (Earnest Money Deposit)	Amount of tender Security: INR 1.38 lakhs Payment of tender security is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of DMRC to facilitate the payment is mentioned below this table. The bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (clearly indicating UTR No. and tender reference i.e PD/PB/NFBR/01/2022 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. 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. <i>Note: 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. If the same transaction reference number <u>has been submitted for more than one bid. All such bids shall be considered ineligible and summarily rejected.</u></i>
Cost of RFP Bid Document	INR 5900/- (inclusive of 18% GST) Non-Refundable Payment of tender fee/ tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of DMRC to facilitate the payment is mentioned below this table. The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating UTR No. and tender reference i.e. PD/PB/NFBR/01/2022 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in



	<p>online bid submission. No copies of transaction of payment are required to be sent to the office of Sr.GM/Contracts</p> <p>Note: 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 bids. All such bids shall be considered ineligible and summarily rejected.</p> <p><i>GST registration no. also to be provided along with tender cost.</i></p>
Last date of Seeking Clarification	08.12.2022 (upto 17:00Hrs) (Queries shall be submitted online through e-tendering portal against the respective tender)
Pre-Bid Meeting	09.12.2022 at 11:00Hrs 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 11:00Hrs on 08.12.2022) to the registered email of DMRC i.e. gmcontracts@dmrc.org , 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.
Last date of issuing amendment, if any	19.12.2022
Tender Submission Start Date & Time	20.12.2022 from 0900 Hrs
Tender Submission End Date & Time	28.12.2022 upto 1500 Hrs
Date & Time of Opening of RFP Bids online	29.12.2022 at 1500 Hrs
Completion Period	12 months
Date & Time of opening of Financial Bid	Will be informed later on after the evaluation of Technical bids (Only to the bidders who will successfully qualify the Technical Evaluation)
Authority and place for Pre Bid Meeting	Sr. GM/Contracts, Delhi Metro Rail Corporation, 5 th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 Email - gmcontracts@dmrc.org



To facilitate payment of tender fee and tender security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:				
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 A/c, 000705045337	Current	ICIC0000007

- d) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Signing of Consultancy Agreement	The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Section-8 with such modifications as may be considered necessary at the time of finalisation of the contract with in a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

- 2.4 The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.

For any complaints tenderers may contact:

CVO DMRC at 1st floor
A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi –110001,
Tel: 011-23418406, **Email:** cvodmrc@gmail.com



Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders 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>.

REGISTRATION

- 1) Bidders 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 Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders 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 bidders 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 DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder 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.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders 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 bidders 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 bidders 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 bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder 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.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum 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) Bidder, 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. Bidder has to ensure that size of each file should not exceed 40MB before uploading.
- 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 bidders. Bidders 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.
- 5) The Tender Security/EMD of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 3.2 of the GCC.

The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) to the successful tenderer or finalization of tender.

Bidder is required to submit **Annexure-6** for refund of Tender Security.

- 6) The Tender Security/EMD shall be forfeited:
 - a) if the Tenderer withdraws his Tender during the period of Tender validity; or
 - b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub paragraph 8 below;
 - c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.
 - d) However, if the Tenderer withdraws his tender after opening of his financial package (in two package system) during the period of validity of his tender or in case of (c) above, beside forfeiture of tender security, the tenderer shall not only be debarred from participating in the re-tender of same work but also will be debarred from participating in any tender of DMRC for a period of one year from the date of withdrawal of his tender or from date of issue of letter of annulment of LOA, as the case may be.
- 7) Performance Guarantee, Obligations and Warranties: Please refer Clause 3 & 3.2 of GCC.



8) Correction of Errors

8.1) Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern in case of physical form of tendering. However, in case of e tendering, amount in figures will govern; and
- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

8.2) If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

SUBMISSION OF BIDS

- a) Bidder 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. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) **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 bidders will be required to upload scanned copies of transaction of payment of tender cost/tender fee at the time of bid submission.
- d) **Tender Security/ EMD:** Bidder should submit the EMD/ Tender Security as per the instructions specified in Section 2.
- e) Bidders 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 bidders. Bidders 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 bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders 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.

- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (ie 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.
- j) 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.

ASSISTANCE TO BIDDERS

- 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 related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

International Bidders are requested to prefix 91 as country code.

E-Mail: **Technical - support-eproc(at)nic(dot)in**



SECTION 3

REGULATION OF BIDS AND CONSULTANCY AGREEMENT



3.1 GENERAL

- 3.1.1 DMRC invites online Bids from eligible Bidders in terms of eligibility criteria as specified in this document for granting “Consultancy Service for maximisation of Non-Fare Box Revenue Sources study and Bid Process Management for Delhi Metro Rail Network.
- 3.1.2 The information submitted in the RFP document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this RFP document.
- 3.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this RFP documents Section-4 Clause no. 6, the subject assignment of Delhi MRTS Network shall be offered to the Selected Bidder on the basis of the rate quoted by the Selected Bidder.
- 3.1.4 The intending Bidder must read the terms and conditions carefully.
- 3.1.5 Information and instructions for tenderers posted on website <https://eprocure.gov.in/eprocure/app> shall form part of tender documents.
- 3.1.6 The Request for Proposal Document (RFP Document) can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app>. RFP document can only be obtained online after registration on the website <https://eprocure.gov.in/eprocure/app>.
- 3.1.7 RFP Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents and towards Tender Security acceptable to DMRC such as the scanned copies of transaction of payment i.e. RTGS/ NEFT & IMPS and other documents as stated under “Section 2: Notice Inviting Bid clause 2.4” of RFP Document.
- In case of RTGS/NEFT & IMPS transactions, bidders are required to upload the scanned copies of transaction of payment (clearly indicating UTR No. and tender number i.e. PD/PB/NFBR/01/2022 in the remarks or description column) of cost of Bid Documents and tender security/EMD at the time of online bid submission. The detail of bank account of DMRC is mentioned in “Section 2: Notice Inviting Bid clause 2.4” of RFP document.
- 3.1.8 Those tenderers who are not registered on the website <https://eprocure.gov.in/eprocure/app> shall be required to get registered beforehand. If needed they can be imparted training on ‘online tendering process’ as per details available on the website.
- 3.1.9 The authorized signatory of intending tenderer as per Power of Attorney (POA) must have valid class-III/II digital signature. The complete RFP Document shall only be uploaded using Class-III/II digital signature of the authorized signatory.
- 3.1.10 On opening date, the tenderer can login and see the tender opening process.
- 3.1.11 Tenderer can upload documents in the form of JPG format and PDF format.
- 3.1.12 Tenderer must ensure to quote rate in financial proposal.
- 3.1.13 Each Tenderer shall submit only one tender. If a Tenderer submits more than one Tender, all the tenders in which he has participated shall be considered invalid.
- 3.2 Downloaded RFP Documents:



3.2.1 The complete bid document can be downloaded by the bidder from the website of <https://eprocure.gov.in/eprocure/app> and scanned copy of transaction of payment of non-refundable fee Rs 23600/- (inclusive of 18% of GST) towards the cost of the Bid document shall be required to be uploaded at the time of online bid submission. No tampering, alteration or changing of the contents of the Bid documents is permissible. The DMRC shall not be responsible for any printing error while downloading the documents.

3.2.2 The Bidders are required to download the plans of the Delhi MRTS Network from the bid documents uploaded on the e-tendering portal <https://eprocure.gov.in/eprocure/app> and placed at Annexure-1 (scope of work area). The Bidder hereby agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the plans of the Delhi MRTS Network from DMRC.

3.3 Queries in RFP and Amendments

3.3.1 Bidders may upload their queries, if any, on e-tendering portal <https://eprocure.gov.in/eprocure/app> not later than the date specified under the bid schedule of Section-2 of RFP. DMRC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process, however, no queries received after prescribed date shall be entertained by the DMRC.

3.3.2 At any time prior to the Bid Due Date, the DMRC may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of an addendum. This shall be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> and shall be binding upon all the bidders.

3.3.3 In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the DMRC may, at its discretion, extend the Bid Due Date.

3.3.4 The Response to queries/ addendums (if any) will be uploaded on <https://eprocure.gov.in/eprocure/app> and the Bidders are advised to keep a regular check on the website for any such updates.

3.3.5 Any corrigendum/addendum/clarifications/ reply to queries issued by DMRC for the RFP shall be published only on the website of DMRC as mentioned below, no separate information shall be communicated to individual bidders:

<https://eprocure.gov.in/eprocure/app>

3.3.6 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.

3.4 PRE-BID MEETING

3.4.1 DMRC shall conduct a pre-bid meeting on the date and location specified under the bid schedule of Section-2 of RFP for the purpose of providing clarification and answering the queries of the prospective Bidders.



- 3.4.2 The tenderer is requested upload any question online not later than the last date of seeking clarification as mentioned in key details of NIT.
- 3.4.3 The text of the questions raised by all the bidders and the responses given will be uploaded on www.eprocure.gov.in/eprocure/app without any delay. Any modification of the Tender Documents, which may become necessary as a result of the Pre-Tender meeting, shall be made by the DMRC exclusively through the issue of an Addendum pursuant to Clause 3.3 above.
- 3.4.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
- 3.4.5 The Pre-bid meeting shall be conducted through video conferencing by software apps such as Webex/ Microsoft Teams. All perspectives bidders shall provide the detail of the person(s) (maximum upto to two) who will be participating in such virtual meeting at least one day before the meeting 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 person at least 12 hours before the scheduled pre-bid meeting.
- 3.5 ELIGIBILITY CRITERIA**
- The Bidder shall meet the minimum Eligibility Criteria (the “**Eligibility Criteria**”) as detailed in the “**Section 4: Instruction to Consultant and Data sheet**”.



SECTION - 4

INSTRUCTION TO CONSULTANTS AND DATA SHEET



SECTION- 4

Instructions to Consultants and Data Sheet

Clause	Description
1. Definitions	<p>a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>c) "Employer" means Delhi Metro Rail Corporation Ltd. <i>that</i> signs the Contract for the Services with the selected Consultant.</p> <p>d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under the Contract.</p> <p>e) "Contract" means the Contract Agreement, the Letter of Acceptance, the letter of tender. General Conditions of Contract, the Notice Inviting Tender, Instructions To Tenderers, the Contractor's Proposal, the Sections, and such further documents which are listed in the Letter of Acceptance or Contract Agreement (in completed).</p> <p>f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 4 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>g) "Day" means calendar day;</p> <p>h) "Professionals" means, collectively, Key Professionals, Support Professionals, support staff, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>i) "Government" means GNCTD and Government of India;</p> <p>j) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.</p> <p>k) "Key Professional(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>l) "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the INDIA;</p>



	<p>m) "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India;</p> <p>n) "ITC" (this Section 4 of the RFP) mean the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>o) "NIT" (this Section 2 of the RFP) means the Letter of Invitation being addressed by the Employer to the Consultants.</p> <p>p) "Support Professional(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>r) "RFP" means the Request for Proposals to be prepared by the Employer for the selection of consultants.</p> <p>s) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.</p> <p>u) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.</p> <p>v) "Technical Advisory Committee or TAC" means a committee constituted by the Authority/DMRC for the purpose of technical guidance to the Consultants and monitoring of the study;</p> <p>w) "INR" means Indian Rupee (s).</p> <p>x) "ITC" means Instructions to Consultants</p> <p>y) Quality- and Cost-Based Selection (QCBS)</p> <p>z) "NFBR" means "Non-Fare Box Revenue".</p> <p>aa) "PD" means "Property Development.</p> <p>bb) "PB" means "Property Business"</p>
2. Introduction	<p>2.1 DMRC intends to select an individual firm or Joint Venture ("the Consultant") in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the</p>



	<p>Data Sheet.</p> <p>2.3 DMRC will timely provide at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the consultants Proposal as specified in the <i>Section 4: Instruction to Consultant and Data sheet</i>.</p> <p>2.4 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
3. Conflict of Interest	<p>3.1 DMRC requires that Consultants provide professional, objective, and impartial advice and at all times holding the DMRC interest's paramount, strictly avoiding conflicts with other assignments or their own corporate interests and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the <i>Section 4: Instruction to Consultant and Data sheet</i>, the Consultant shall not be hired under the circumstances set forth below:</p>
a) Conflicting activities	<p>❖ <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> A firm that has been engaged by DMRC to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.</p>
b) Conflicting assignments	<p>❖ Conflict among consulting assignments: A Consultant (including its Personnel and Sub Consultants) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or</p>



	<p>for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question. The hired consultant for the present assignment shall not work with any other firm or developer or agency on the same assignment nor would advise on such matters to any other firm except DMRC.</p>
c) Conflicting relationships	<ul style="list-style-type: none">❖ Relationship with the Employer's staff: A Consultant (including its Professionals and Sub Consultants) that has a business or family relationship with a member of the DMRC staff or Lessee staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the DMRC. DMRC throughout the selection process and the execution of the Contract.❖ No agency or current employees of the DMRC shall work as Consultants under their own ministries, departments or agencies. Recruiting former employees of the DMRC and Government to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as a professional in their technical proposal, such professional must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the DMRC by the Consultant as part of his technical proposal.
4. Unfair competitive Advantage	<ul style="list-style-type: none">❖ If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, DMRC shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	<ul style="list-style-type: none">❖ The consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of such contracts and must not indulge in any corrupt /fraudulent practice defined here under:



	<p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹,</p> <p>(iii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, avoid an obligation²</p> <p>(iv) "Collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;</p> <p>(v) "Coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;</p> <p>(vi) "Obstructive practice" is</p> <ul style="list-style-type: none">(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a DMRC investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;(c) Will sanction a firm or an individual at any time. <p>❖ Consultants, their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers shall not be under a declaration of ineligibility for aforesaid (Para 5) corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>❖ Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 6).</p> <p>¹"Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes employees of other organizations taking or reviewing selection decisions.</p>
--	---



	<p>²A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution</p> <p>³"Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels</p> <p>⁴"Party" refers to a participant in the selection process or contract execution.</p>
6. Eligibility Criteria	<p>6.1 The Tenderers will be qualified only if they have successfully completed work(s), completion date(s) of which falling during last 10 (ten) years ending last day of the month previous to the month of tender submission</p> <p>The Consultancy firms must meet the following eligibility criteria:</p> <p>A) Minimum 07 years' experience in consultancy services in urban transport infrastructure/ commercial project in India and/ or overseas from the bid submission deadline.</p> <p>B) Should have completed minimum one Non fare box revenue maximisation assignment with Govt. entities/ Multilateral/ PPP entities for any Metro Rail Network in India or overseas.</p> <p>C) Should have completed minimum one Bid advisory assignment with Govt. entities/ Multilateral/ PPP entities/ project for any Metro Rail Network in India or overseas.</p> <p>D) Average annual financial turnover from consultancy services of Rs. 1.10 Crore and above for the last 3 consecutive financial years (not including audit/ tax advisory, property mgmt., IT advisory).</p> <p>E) A JV/consortium of maximum 2 firms is permitted.</p> <p>In case the bidder is DMRC's existing Consultant, the Consultant is required to submit the details by duly filling up Annexure 2. In case the bidder is not an existing Consultant of DMRC, the fact shall be clearly stated in the Annexure.</p> <p>F) Deleted</p> <p>G) Deleted</p> <p>G1.) Deleted</p> <p>G2.) Deleted</p> <p>G3. The average annual turnover of JV/Consortium will be based on percentage participation of each member.</p> <p>Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover</p>



	<p>of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV/Consortium will be $\frac{AM+BN}{100}$</p>
	<p>NOTES:</p> <p>Financial data for latest three audited financial years has to be submitted by the bidder in Form Tech-2D along with audited balance sheets. In case of a JV/Consortium, Financial data for latest three audited financial years has to be submitted by the bidder for each constituent member along with their audited balance sheets . The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number and firm registration number. 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 Form Tech-2E) 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 year other than the last year is not submitted, the tender may be considered as non-responsive.</p> <p>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.</p> <p>In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheets, the data from audited balance sheet shall prevail.</p> <p>G 4a. Any DMRC / Any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business with the bidder as on the date of tender submission. Also none of the work has been rescinded / terminated by DMRC / Any other Metro Organisation (100% owned by Govt.), after award of contract to bidder during last 3 years (from the last day of the previous month of tender submission) due to non-performance of the bid. The Bidder should submit undertaking to this effect in Annexure-2A.</p>



	<p>b. Tenderer (including any member in case of JV/consortium) for the works awarded by DMRC/ any other Metro Organisation (100% owned by Govt.) must have been neither penalised 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 "Consultancy" works during last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in Annexure-2B.</p> <p>c. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in Annexure-2C.</p> <p>d. The tenderer (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the tenderer's net worth (each individual member separately in case of JV/Consortium). The tenderer (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer (each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in in Annexure-2D. The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by the client/employer against the tenderer. The amount of disputes shall also comprise of all the claim amount and also all counter-claim amount in such arbitration/court cases.</p> <p>G5 Deleted.</p> <p>G6. NON-SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM</p> <p>a. Lead partner must have a minimum of 51% participation in the JV/Consortium.</p> <p>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. Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium.</p>
--	--



	<p>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.</p> <p>G7. If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "fraudulent practice" and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of contracts or other application laws/rules.</p> <p>G8. BID BY A CONSORTIUM/ JV OF FIRMS Bids submitted by the Consortium/ JV must comply with the following requirements:</p> <p>G8.1 The number of members shall not exceed two (2).</p> <p>G8.2 The members of Consortium/ JV should have entered into a Memorandum of Association ("MOA") between themselves. One of the members of Consortium/ JV, holding at least 51% of the equity / ownership stake shall be authorized and nominated as the 'Lead member' ("Lead Member") to act and represent all the members of the Consortium/ JV for bidding and implementation of the Project. A copy of this MOA shall be enclosed with the Bid.</p> <p>G8.3 The Lead Member shall hold not less than 51% (fifty one per cent) of the equity of the SPC during the subsistence of the Consultancy Agreement and that each member of the Consortium/ JV whose financial capacity was evaluated for the purposes of award of the Project shall hold at least 26% (twenty six per cent) of such Equity during the subsistence of the Consultancy Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the Consultancy Agreement.</p> <p>G8.4 A Bidder or a member of a Consortium/ JV can be a member in only one Consortium/ JV. If a Bidder / member participates in more than one Bid for the same site / space, all Bids of which it is a part shall be summarily rejected.</p> <p>G8.5 All members of the Consortium/ JV shall be jointly and severally liable for the execution of the Project during Consultancy Period in accordance with the terms of the Consultancy Agreement.</p> <p>G8.6 RFP submitted by a firm or Consortium/ JV must comply with the following requirements:</p> <ul style="list-style-type: none">• The RFP shall include all the information required for each member of Consortium/ JV separately.
--	--



	<ul style="list-style-type: none">• The covering letter (Form Tech-1, Section 5) must be signed by the Lead Member only in the prescribed format.• The members of Consortium/ JV must clearly spell out their respective roles in the Consortium/ JV along with MOA. <p>G8.7 If the Selected Bidder is a Consortium/ JV, the Agreement shall be signed with the SPC incorporated by such Consortium/ JV, however, all members of the Consortium/ JV shall be liable jointly and severally, for the execution of the Project in accordance with the terms of the Agreement.</p> <p>G9. Change in Composition and Equity Participation of the Consortium/ JV</p> <p>G9.1 After receipt of the Bid, there shall be no change in composition of Consortium/ JV (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid which affects the minimum shareholding requirement of members of the Consortium/ JV to decline below the required percentage as provided under Clause G8.3 herein above till the completion of the consultancy Period.</p> <p>G9.2 Any change proposed in the equity shareholding pattern of the Consortium/ JV or other than Consortium /JV in the Special Purpose Company during the Consultancy Period, within the prescribed limits as mentioned in Clause G8.3, shall require prior written approval of DMRC. As and when the SPC is created and entrusted with the task of implementing the Project, the constitutional documents of the SPC and the Board Resolutions authorizing the execution, the delivery and the performance of such tasks will have to be submitted to DMRC.</p> <p>H) Subcontracting is not permitted for this work.</p> <p>I) In case of consortium/ JV, all eligibility criteria from A to C are to met by the lead member of consortium/ JV.</p> <p>J) Bidding entities/ members of Consortium should not be blacklisted/ debarred by any Govt. entities.</p> <p>K) Bidding entities/ members of consortium should not have conflict of interest w.r.t. the scope of this assignment.</p> <p>L) Only fully completed works shall be taken into consideration for meeting work experience criteria</p> <p>M) For fully completed works only, value of work done shall be updated to last day of the month previous to</p>
--	--



	<p>the month of tender submission price level assuming 5% inflation for Indian Rupees every year compounded yearly and 2% per year for foreign currency portions compounded yearly. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.</p> <p>N) If the qualifying work(s) were done by tenderer in JV/Consortium, then the value of work as per their percentage participation in such JV/Consortium shall be considered</p> <p><i>Note:</i></p> <p>(i) <i>The firms/JV fulfils the above eligibility criteria will be considered for further evaluation of their proposals. The firms/JV those who are not fulfilling the above eligibility criteria will be considered ineligible, that they will not be considered for evaluation of their financial proposal (Package-02).</i></p> <p>(ii) <i>Urban infrastructure/ commercial, projects shall include urban transport (including public transit network, bus-transport, sub-urban railways, metro railways, mass rapid transit, monorail, high speed railway and airport projects). Economic zones/ industrial parks, shopping malls/ complexes, airport, port and smart city projects.</i></p> <p>(iii) <i>Transport sector projects shall include public transit networks, bus-transport, sub-urban railways, metro railways, mass rapid transit, monorail, high speed railway, integrated multi-model transport hubs, centers and airport projects.</i></p> <p><i>Mass rapid transport system and light rail transit systems shall be treated as metro railways for eligibility criteria and evaluation</i></p>
7. Award of Package	<ul style="list-style-type: none">❖ Evaluation of Bids will be based on Quality-cum-Cost- Based Selection (QCBS).❖ Financial proposal shall be opened and combined technical and financial score shall be determined. Firm having the highest combined technical and financial score will be awarded the package
8. Origin of Goods and Consulting Services	<ul style="list-style-type: none">❖ Goods supplied and Consulting Services provided under the Contract may originate from any country except if:<ul style="list-style-type: none">(i) as a matter of law or official regulation, the Government of India prohibits commercial relations with that country; or(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India



	<p>prohibits any imports of goods from that country or any payments to persons or entities in that country.</p>
9. Only One Proposal	<ul style="list-style-type: none">❖ The Proposal shall comprise the documents and forms listed in the “<i>Section 4: Instruction to Consultant and Data sheet</i>”.❖ Consultants may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals or consultants shall be disqualified.❖ In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.❖ Each Key Professional should submit only one CV for one post for participating firm for the said Assignment. If found any key Professional has submitted his CV to more than one position or firm for the said assignment, then such firm shall be disqualified.❖ Bidder is permitted to propose same team for package 1 & 2 both if exist.
10. Proposal Submission	<p>10.1 The intending tenderers must be registered on e-tendering portal of https://eprocure.gov.in/eprocure/app. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on ‘online tendering process’. 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.</p> <p>10.2 Bidders should have valid class II or III Digital Signature Certificate (DSC) having both Signing and Encryption Certificates obtained from any Certifying Authorities empaneled by Controller of Certifying Authorities India.</p> <p>10.3 Tender submissions will be made online after uploading the mandatory scanned documents Bid shall be submitted online on the e-tendering portal. The Bids of the Bidders shall be evaluated in two stages. “Tender Cost” & “Tender Security” and “Technical Qualification” will first be evaluated as detailed in “Section 4: Instruction to Consultant and Data sheet”.</p>
11. Proposal Validity	<p>11.1 The “Section 4: Instruction to Consultant and Data sheet” indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominate in the Proposal.</p> <p>11.2 “Section 4: Instruction to Consultant and Data sheet” indicates the period during which the Consultant’s Proposal</p>



	<p>must remain valid after the Proposal submission deadline.</p> <p>11.3 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Professionals, the proposed rates and the total price.</p> <p>11.4 If it is established that any Key Professionals nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 3 of this ITC.</p>
a. Extension of Validity Period	<ul style="list-style-type: none">❖ The Employer will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.❖ If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Professionals.❖ The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Sub- Contracting	Sub contacting is not permitted
12. Clarification and Amendment of RFP Documents	<ul style="list-style-type: none">❖ The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:<ul style="list-style-type: none">(i) At any time before the proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.(ii) If the amendment is substantial, the Employer may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their



	<p>Proposals.</p> <p>❖ The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
13. Preparation of Proposals – Specific Considerations	<p>13.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>13.2 Associations between Consultants: Consultants may associate with each other in the form of a joint venture to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies, and, in some cases, offer lower prices. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. If the Employer employs an association in the form of a joint venture, the association shall appoint one of the firms to represent the association; all members of the joint venture, or their representative with a power of attorney, shall sign the contract. All members of the joint venture shall be jointly and severally liable for the entire assignment.</p> <p>13.3 The Employer may indicate in the “<i>Section 4: Instruction to Consultant and Data sheet</i>” the estimated Key Professional’ time input (expressed in person- man month). This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>13.4 Proposed Professional staff must have at least the experience indicated in the “<i>Section 4: Instruction to Consultant and Data sheet</i>”, preferably under conditions similar to those prevailing in the country of the assignment.</p> <p>13.5 Consultant shall not propose alternative Key Professionals. Only one CV shall be submitted for each Key Professional position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>13.6 It is desirable that the majority of the key professional staff proposed be the permanent employees of the firm or have an extended and stable working relation with it.</p>
14. Language	<p>❖ Documents to be issued by the Consultants as part of this assignment must be in the English language. It is desirable that the firm’s personnel have a working knowledge of the Employer’s national language.</p>
15. Technical Proposal Format	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial</p>



and Content	information shall be declared non-responsive. 15.2 The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section 5).
	<p>a) A brief description of the Consultants' organisation and an outline of recent experience on assignments of a similar nature is required in Form TECH-1A & TECH-2. For each assignment, the outline should indicate the names of Professional Key staff/Sub consultants who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the DMRC.</p> <p>b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements facilities including: data to be provided by the DMRC (Form TECH-3 of Section 5).</p> <p>c) A description of the approach and methodology work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 5. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 5) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 5).</p> <p>e) Estimates of the total staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 5) supported by bar chart diagrams showing the time proposed for each professional staff team member.</p> <p>f) CVs of the Professional staff recently signed by the staff themselves or by the authorised representative of the Professional Staff (Form TECH-6 of Section 5). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the previous years as given in the Data sheet. CV's of Key</p>



	professionals from associates & Sub- Consultants will not be considered for evaluation.
16. Financial Proposals	
16.1	The Financial proposal should be a Lump-sum proposal exclusive of GST which will be separately reimbursed on submission of documentary evidences and shall be prepared using the attached Forms specified in Section- 6. The Financial proposal should be submitted clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
16.2	The Financial Proposal shall take into account all expenses associated with the assignment. These shall normally cover remuneration for all the Key Professionals, Support Professionals, Support Staff, accommodation, air fare/ train fare, communication costs, local transportation costs, surveys/ investigations, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
16.2 (a) Taxes, Currency proposal Payment of &	(i) The Financial Proposal shall take into account all the tax liabilities except GST . Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. (ii) The Consultant shall express the price for its Services in the Indian Rupees (INR) only. (iii) The tenderers are advised to quote the price inclusive of all central/state/local taxes (except GST which will be paid extra as applicable), duties, levies, cess and all other incidental statutory deduction viz., TDS towards income tax / GST/ Labour cess etc.
17. Submission, Sealing, and Marking of Proposals	<ul style="list-style-type: none">❖ Tender submissions will be made online after uploading the mandatory scanned documents Bid shall be submitted online on the e-tendering portal in 'two package system' within prescribed schedule.❖ The tenderer shall submit their tender on- line on e-tendering website https://eprocure.gov.in/eprocure/app It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted on e-tendering website of https://eprocure.gov.in/eprocure/app before the deadline of submission prescribed in Data Sheet.❖ 'Tender Security' and 'Cost of Tender Document' after due



	<p>date and time shall not be accepted and online tenders of such tenderers shall be rejected summarily.</p> <ul style="list-style-type: none">❖ DMRC will not be responsible for delay, loss or non-receipt of 'Tender Security' and 'Cost of Tender Document'.❖ The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
18. Confidentiality	<ul style="list-style-type: none">❖ From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Employer on any matter related to its Technical and/or Financial of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract award.❖ Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.❖ Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award, if a Consultant wishes to contact the Employer on any matter related to the selection process, it should do so only in writing.
19. Opening of Technical Proposals	<ul style="list-style-type: none">❖ Bidders of those tenderers who have not submitted 'Tender Fee shall not be opened and shall be considered as non-responsive and liable to be rejected summarily.❖ Bidders may visit https://eprocure.gov.in/eprocure/app to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the website. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.❖ The tenderers name, details of the tender fee and such other details as the Employer or his authorised representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
20. Proposal Evaluation	<ul style="list-style-type: none">❖ Subject to provision of clause 21 of the ITC, the evaluators of the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded.❖ The Consultant is not permitted to alter or modify its



	<p>Proposal in any way after the proposal submission deadline except as permitted under Clause 10 of this ITC. While evaluating the Proposals, the Employer will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
21. Evaluation of Technical Proposals	<p>a. Prior to evaluation of Proposals the DMRC appointed authority/Evaluation Committee will determine whether each proposal is responsive to the requirements of the RFP. The DMRC may, at its sole discretion, reject any proposal that is not responsive hereunder. A proposal shall be considered responsive only if;</p> <ul style="list-style-type: none">i. The technical proposal is received in the form specified Section -5 of RFP.ii. It is received by the proposed due date including any extension there of pursuant to Clause 10.1 of ITC.iii. It is signed and marked as stipulated in clause 16 of ITC.iv. The bidder shall submit a duly notarized written Power of Attorney authorising the signatory(ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of Partnership, Consortium or Joint Venture, notarized Power of Attorney(s) and Board Resolution(s) for each member of the Partnership, Consortium or Joint Venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution 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 either stamped by Embassy/High Commission or Member Countries of Hague convention may submit these document with "Apostille" stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.v. Providing Bid processing fee as given in Section-2.vi. It contains all the information (complete in all respect) as required in RFP.vii. It does not contain any condition. <p>b. The evaluation committee shall first evaluate the minimum eligibility criteria. The proposal shall be rejected if the minimum eligibility criteria is not met. If bidders qualify the minimum eligibility criteria, their Technical Proposals will be evaluated on the basis of their responsiveness to the Terms of Reference applying the evaluation criteria, sub- criteria, and point system specified in the "Section 4: Instruction to</p>



	<p><i>Consultant and Data sheet</i>". Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the "Section 4: Instruction to Consultant and Data sheet".</p> <p>(ii) In course of evaluation of technical proposals, Consultant may be called for Presentation on understanding of project in front of DMRC Technical Evaluation Committee. The presentation should be attended by Firms authorized representative and at least one of the Proposed Key Professional. Date and time for Presentation will be informed separately.</p> <p>a. DMRC shall not be required to provide any explanation or justification in respect of technical evaluation of proposal. The decision of evaluation committee will be final and will be binding on all prospective consultants.</p>
<p>22. Opening and Evaluation of Financial Proposals (For a. Quality- and Cost-Based Selection (QCBS))</p>	<p>22.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet also as detailed under para 22.2</p> <p>22.2 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 marks. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated in the Data Sheet: $S = St \times T + Sf \times F$. The firm achieving the highest combined technical and financial score may be invited for negotiations.</p> <p>22.3 In case of tie in total score, the bidder with higher technical score will be selected.</p>
<p>23. Award of Contract</p>	<p>23.1 After completing the various formalities, the DMRC shall award the Contract to the selected Consultant.</p> <p>23.2 The Consultant is expected to commence the assignment on the date and at the location specified in the "Section 4: Instruction to Consultant and Data sheet" or such other date as may be mutually agreed.</p> <p>23.3 If the Consultant fails to either sign the Agreement as specified in Clause 23.1 or commence the assignment as specified in Clause 23.2, the Authority Corporation may invite the Consultant whose proposal received the second highest score in the tendering process.</p>



24. Performance Security	<p>Performance Security required in accordance with Clause 3.2 of the GCC shall be for 3% of the Contract Price in types and proportion of currencies in which the Contract Price is payable from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. The Performance Security shall be furnished to the Employer within 30 (thirty) days of issue of the Letter of Acceptance. The Performance Guarantee shall be valid up to 06 months beyond the completion period of the work.</p> <p>The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per Annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Consultant fails to submit the requisite Performance Security within 60 days from the date of Issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Consultant shall be debarred not only from participating in re-tender for that work but also in any tender of DMRC for a period of one year from date of issue of letter of annulment of LOA.</p> <p>The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:</p> <ol style="list-style-type: none">a) Irrevocable bank guarantee in the prescribed format, given in Annexure-3 of section-12, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: ICICI BANK LTD 9A, Phelps Building, Connaught Place, New delhi-110001. IFSC Code; ICIC0000007 The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.b) 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 offices based in India duly pledged/lien in favour of Delhi Metro Rail Corporation Ltd. This FDR shall be in the name of the Consultant and DMRC and the Consultant cannot encash/pre-mature this FDR without the discharge letter/NOC/approval of DMRC. Also, DMRC can encash this FDR without the approval of the Consultant in case of non-compliance of terms of the contract. The confirmation of the same will invariably be sent by the
---------------------------------	--



	<p>issuing bank directly to DMRC as per the format of Annexure-4 of section-12.</p> <p>The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the consultant.</p> <p>Applicant, by submitting its application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:</p> <p>(a) If an Applicant engages in any of the Prohibited Practices specified in Clause -5 of section-4 of ITC;</p> <p>(b) if the Applicant is found to have a Conflict of Interest as specified in Clause -3 of section-4 of ITC;</p> <p>and</p> <p>(c) if the selected Applicant commits a breach of the Agreement.</p>
--	--

DATA SHEET

ITC Clause Reference	A. General
2.1	Name of the Employer: Delhi Metro Rail Corporation Ltd. Method of selection: Quality and Cost Based Selection (QCBS).
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: "Consultancy Service for maximisation of Non-Fare Box Revenue Sources study and Bid Process Management for Delhi Metro Rail Network ."
2.4	The DMRC will provide the following inputs and facilities: a) Sitting office of one room with furniture for 03 consultants along with electricity. b) Executive Summary of DPRs for Delhi MRTS Network. c) Alignment of Delhi Metro MRTS Lines. d) Architectural Station drawings of Delhi MRTS PH-IV. e) Air fare and stay for study tours will be borne by DMRC.



3.2	The DMRC envisages the need for continuity for future work: No.
6	<p>The Proposal shall comprise the following: (Outer Envelope)</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>Package-1 (A): (Eligibility Criteria) Tender Fee, EMD and Minimum Eligibility criteria</p> <p>(1) Upload Receipt of Earnest Money Deposit and tender Fee.</p> <p>Package-1 (B)' (Technical Proposal,):</p> <p>(1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6 (7) TECH-7 (8) TECH-8 (9) TECH-9 (10) TECH-10 (11) Presentation on Understanding of Project (Refer Section-4 point 20)</p> <p>AND</p> <p>Package-2' (Financial Proposal):</p> <p>(1) FIN-1 (2) FIN-2</p>
11.0	Proposals must remain valid for 180 days after the proposal submission date.
13.4	<p>The estimated number of Key professional man-months for the assignment is: 50 man-months, The Key professionals should be supported by adequate number of support professionals.</p> <p>General Conditions to be fulfilled by Key Staff:</p> <p>1. Age of the key professionals should not be greater than 65 years.</p> <p>2. Minimum of 60% (3 of 5 the key professionals) of the proposed keystaff should be the employee of the lead company in case of JV.</p> <p>3. Each CVs of key professional should be signed by authorized signatory and key professional.</p> <p>The details of qualifications, technical experience, and estimated no of man-months for each key professional are given below:</p>



Key Personnel	Specific Expertise	Estimated Man- months
Team Leader (Strategy & Program management)	<ul style="list-style-type: none">• Full time MBA from relevant field or equivalent from a recognized/ reputed institute/ university• Minimum 15 years' experience in urban Infrastructure/ commercial revenue projects.• Completed commercial/ revenue maximisation and Strategy study for at least 3 (three) projects in transport sector as team leader in India and/ or overseas• Complete/ongoing commercial/ revenue maximization and Strategy consultancy project for at least 1(one) metro project in India or overseas as team leader.• Should demonstrate understanding of regulation affecting commercial exploitation in the transportation sector.	5
Bid process management Specialist (Dy. Team Leader)	<ul style="list-style-type: none">• CA / CFA / MBA (full time) from relevant field /Graduate Engineer or equivalent educational qualifications from a recognized/ reputed institute/university• Minimum 07 years' experience in urban Infrastructure/ commercial revenue projects.• Completed commercial/ revenue maximisation studies for at least 2 (two) projects in transport sector in India and/ or overseas as Bid process management Specialist.• Completed commercial/ongoing commercial /revenue maximization study for at least 1(one) metro project in India or overseas as Commercial Revenue Modelling & Contracts/bid documents Specialist.	12
Transit Media & Transit Specialist	<ul style="list-style-type: none">• Full time MBA from relevant field from a recognized/ reputed institute/ university• Minimum 5 years' experience• Completed commercial/ revenue maximisation studies for at least 1 (One) projects in transport sector in India and/ or overseas as Transit Media & Retail Specialist.• Completed commercial/ ongoing commercial/ revenue maximisation studies for at least 1 (one) metro project in India or overseas as Transit Media & Transit Retail Specialist	5
Architectural Expert	<ul style="list-style-type: none">• Full time B. Arch from a recognized/ reputed institute/ university• Minimum 5 years' experience• Completed commercial/ revenue maximisation studies for at least 1(One) project in transport sector in India and/ or overseas.	4
Consultant (2 Nos)	<ul style="list-style-type: none">• Full time MBA from a recognized/ reputed institute/ university• Minimum 3 years' experience• Completed commercial/ revenue maximisation project for at least 1 (One) project in transport sector in India and/ or overseas	12 each
TOTAL		50



15.2	The format of the Technical Proposal to be submitted is: <i>Full Technical Proposal (FTP)</i>		
16	This is lump sum contract hence reimbursable expenses will not be applicable.		
16.2 (a)	Amounts payable by the DMRC to the Consultant under the contract to be subject to local taxation: Yes If affirmative, the DMRC will: (a) Reimburse the Consultant 'GST' paid by them as per the applicable law on submission of documentary evidences and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable law.		
16.2 (a) ii & iii.	Consultant to state local cost in the national currency: Yes Consultant shall express the price for its Services in the Indian Rupees (INR) only: Yes Payment under the Contract shall be made by the Employer in the Indian Rupees (INR) only: Yes		
17	Please refer clause 2.3 of Section-2.		
	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:		
	i) Experience of the consultants (40 Marks)		
	Sr. No.	Criteria	Criteria Bands
			Score
	1.	Revenue maximisation projects completed in urban infrastructure/ commercial projects in India or overseas	>12 years
			6.67
			09 - 12 years
			5.66
			7 - 09 years
			4.66
	2.	Revenue maximisation projects completed in Transport sector in India and/or overseas	>7Projects
			10.67
			5 - 7 Projects
			9.06
			3- 5 Projects
			7.46
	3.	"Non-Fare Box Revenue" Revenue maximisation projects completed for Metro railway networks in India and /or overseas.	> 5 Projects
			16.00
			3- 5 Projects
			13.60
			1- 2 Projects
			11.2
	4.	"Non-Fare Box Revenue" Revenue maximisation projects completed for Metro railway in India with at least 5 stations	> 25 Stations
			6.66
			15-25 Stations
			5.66
			5-14 Stations
			4.66
		TOTAL	40
	Note –		
	❖ Under Sr. No. 3 & 4, each metro railway project should have at least 5 stations to qualify.		



<p>ii) Adequacy of the proposed methodology and work plan in responding to the term of reference (20 Marks)</p>		
Sr. No	Criteria	Score
1.	Understanding of Scope of Services	3.34
2.	Approach & methodology	5.00
3.	Work Plan/ Activity Schedule & Innovative initiatives	4.00
4.	Organisation and Staffing & manning schedule/ deliverable	2.66
5.	*Presentation	5.00
TOTAL		20.00
<p>Note: *Presentation regarding understanding of the project- objectives, Approach and Methodology, Work Plan and Scheduling, Innovativeness proposed for carrying out the work and Road map for successful implementation of the projects. Firms may be called for presentation during the evaluation process).</p>		
<p>iii) Key professional staff qualifications and competence for the assignment (40 marks)</p>		
Team Leader (Strategy & Program management)		12.0
Bid Process Management Specialist (Dy. Team Leader)		10.0
Transit Media & Transit Specialist		8.0
Architectural Expert		6.0
Consultant		4.0
Total		40
<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p>		
<p>1) General qualifications30%</p>		
<p>2) Adequacy for the assignment65%</p>		
<p>3) Familiarity with the English language and the conditions of Delhi & NCR5%</p>		
<p>Total points for the above three criteria: 100 Points</p>		
<p><i>For qualifying score under technical proposal, a bidder has to score at least 70 % in each category and 80% in total.</i></p>		
22.2	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores is the following: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: T = 0.8 and F = 0.2</p>	



Section 5.
Technical Proposal - Standard Forms



Section 5. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Clause 15 of the ITC for format of Technical Proposal to be submitted.



Form TECH-1: Technical Proposal Submission Form

To,
Sr. GM/Contracts,
Delhi Metro Rail Corporation,
5th floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi –110 001

Dear Sir:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only."].*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- c) We have no conflict of interest in accordance with ITC Clause 3. We meet the eligibility requirements as stated in ITC Clause 6, and we confirm our understanding of our obligation to abide in this regard to corrupt and fraudulent practices as per ITC Clause 5.
- d) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 2.1 of Section-9 of the GCC.

We understand that the Employer is not bound to accept any Proposal that the Employer receives.

We remain,



Yours sincerely,

Authorised Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

(For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached)



Form TECH-1A: Consultant's Organisation

*[Provide here a brief (**two pages**) description of the background and organisation of your firm/entity for this assignment.]*



Form TECH-2: Technical Proposal Submission Form

Consultant's Experience under eligibility criteria 6.1

Company Registration Certificate for all members of JV to be furnished



Form TECH-2A

A-Consultant's Experience under eligibility criteria 6.1 (A): consultancy services in urban transport infrastructure/ commercial project.

[Using the format below, provide information on each assignment under eligibility criteria for which your firm was legally contracted, for carrying out consulting services requested under the clause 6 of 6.1(A) section 4 ITC]. Please note that you are required to fill the following format separately for each project.

Assignment name:	Approx. value of the contract (in current INR):
Country: Location within country:	Duration of assignment (months):
Name of Employer and Contact Details:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR)
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Note:

Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. In case work is executed for private client, copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/last bill paid by the client should 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>. The offers submitted without documentary proof will not be evaluated.



Form TECH-2B

B- Consultant's Experience under eligibility criteria 6.1 (B): Non fare box revenue maximisation assignment with Govt. entities/ Multilateral/ PPP entities.

[Using the format below, provide information on each assignment under eligibility criteria for which your firm was legally contracted, for carrying out consulting services requested under the clause 6 of 6.1(B) section 4 ITC]. Please note that you are required to fill the following format separately for each project.

Assignment name:	Approx. value of the contract (in current INR)
Country: Location within country:	Duration of assignment (months):
Name of Employer and Contact Details:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR)
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Note:

Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. In case work is executed for private client, copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/last bill paid by the client should 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>. The offers submitted without documentary proof will not be evaluated.



Form TECH-2C

C- Consultant's Experience under eligibility criteria 6.1 (C): Bid advisory assignment with Govt. entities/ Multilateral/ PPP entities/ project.

[Using the format below, provide information on each assignment under eligibility criteria for which your firm was legally contracted, for carrying out consulting services requested under the clause 6 of 6.1(C) section 4 ITC]. Please note that you are required to fill the following format separately for each project.

Assignment name:	Approx. value of the contract (in current INR)
Country: Location within country:	Duration of assignment (months):
Name of Employer and Contact Details:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR)
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Note:

Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. In case work is executed for private client, copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/last bill paid by the client should 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>. The offers submitted without documentary proof will not be evaluated.



Form TECH-2D

D - Average Annual Turnover in INR for Last Three Consecutive Years (2019-20, 2020-21 and 2021-22)

[Using the format below, provide information under the clause 6 of 6.1(D) section 4 ITC]

Firm	Name	Year of Registration/ Incorporation ¹	Number of
			Employees as on 31 st March, 2022
Firm/ Lead Member of Consortia or JV			
Member-2			
Annual Turnover from Consultancy Services (in INR)²			
	31st March, 2020	31st March, 2021	31st March, 2022
Lead Member			
Member-2			

Note:

1. Enclose a copy of Registration document (in case of a consultant not being a Government body/ undertaking/ PSU)
2. Enclose a copy of Audited Financial Statement for the respective financial years with authorized signatory or a statement from Chartered Accountant stating the turnover can be submitted.

Authorized Signatory	Firm/ Lead Member of Consortia or JV	Member-2
Signature		
Name		
Designation		
Company/Firm		
Date		

Note: For quoting Annual Turnover the International traded currency permitted is US Dollar. The single currency for price conversion is INR. The source of Official selling rate is Reserve Bank of India. The date of exchange rate is 01/04/2022.



Form TECH-2E

(Affidavit for Unaudited Balance Sheet as per Notes of clause 6.1 G3 of Section 4)

(On a non-judicial stamp paper of appropriate value)

(To be filled by the bidder* in case their Balance Sheet for FY2021-22 has not been audited. If the Balance sheet for FY2021-22 has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE")

I,..... (Name and Designation of Authorized Signatory)
of.....(Name of Company/Firm/Proprietorship/Partnership)hereby confirm that the Balance Sheet for Financial year i.e. **FY 2021-22** has actually not been audited/ or under finalization so far.

**Signature of authorized signatory
On behalf of Tenderer**

* In case the bidder is a Joint Venture/Consortium, each individual member has to submit this affidavit.



Form TECH-3: Comments and Suggestions on the Terms of Reference (TOR) and on Counterpart Staff and Facilities to be Provided by the Employer.

A - On the Terms of Reference

Consultant's suggestions and comments on ToR

B - Facilities by Employer (DMRC)

(Comment on facilities to be provided by the DMRC according to Paragraph Reference 2.4 of the Section 4: Instruction to Consultant and Data sheet including, data)



Form TECH-4: Description of Understanding of Scope of Services, Approach, Methodology and Work Plan/ Activity Schedule for Performing the Assignment

Technical approach, methodology, work plan and Transfer of Knowledge & Training are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following five chapters:

- a) Understanding of Scope of Services;*
- b) Approach;*
- c) Methodology;*
- d) Work Plan/ Activity Schedule; and deliverables*
- e) Organisation & Staffing and Staffing Schedule*

- (a) Understanding of Scope of Services. In this chapter you should explain your understanding of the objectives of the assignment and scope of services.*
- (b) Approach. In this chapter you should explain your approach to the services for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.*
- (c) Methodology. In this chapter you should explain your Methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- (d) Work Plan/Activity Schedule. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan/ Activity Schedule should be consistent with the Work Schedule/ Activity Schedule of Form TECH-8.*
- (e) Organisation & Staffing and Staffing Schedule. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Present the manning schedule for Key Personnel and Support Personnel as per the understanding on the scope of services, approach and methodology. The Staffing Schedule should be consistent with the Staffing Schedule of Form TECH-7.*



Form TECH-5: Team Composition and Task Assignments

S. No.	Proposed Key Professional Staff				
	Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
1.					
2.					
3.					
N					
S. No.	Proposed Support Professional Staff				
1.					
2.					
3.					
N					



Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Years with the Firm:** _____

5. **Present Position in the Firm:** _____

6. **Date of Birth:** _____ **Nationality:** _____

7. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

8. **Membership in Professional Societies:** _____

9. **Other Training**

10. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:

11. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: ____

12. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see Section-5: Technical Proposal - Standard Forms*



format here below): dates of employment, name of employing organisation, positions held.]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>13. Detailed Tasks based on specific expertise requirements (as per 13.4 of datasheet)</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Employer: _____</p> <p>Main project features: _____</p> <p>Activities performed: _____</p>
<p>14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned (Key Qualifications)</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 13.]</i></p>	<p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Employer: _____</p> <p>Main project features: _____</p> <p>Activities performed: _____</p>

15. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____



[Signature of candidate]
Day/Month/Year

of

candidate]

_____ Date: _____

[Signature of staff member or authorised representative of the staff]

Day/Month/Year

Full name of authorised representative: _____



Note: CV of each individual should be signed by the respective staff member along with the date and endorsed by the authorised representative of the firm.



Form TECH-7: STAFFING SCHEDULE

Form TECH-7: STAFFING SCHEDULE ¹												
	Name of Staff & Position	Staff input in month (in the form of a bar chart) ²										Total staff-month input
		1	2	3	4	5	12		
Key Professionals (Local)												
1												
2												
3												
.												
N												
										Subtotal		
Support Professionals												
1												
2												
.												
n												
										Sub-total		
Support Staff												
1												
2												
.												
n												
										Sub-total		
										Total		

- For Key Professional Staff (local & foreign) and Support Professional staff, the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- Months are counted from the start of the assignment.

 Full time input
  Part time input



Form TECH-8 Work Schedule/ Activity Schedule

No.	Activity ¹										
		1	2	3	4	5	12	
1											
2											
3											
4											
5											

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Employer approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



FORM OF TECH-9

PROFORMA FOR STATEMENT OF MINOR DEVIATIONS

1. The following are the particulars of minor deviations from the requirements of the Tender Documents:

2.

S. No.	Clause	Deviations	Remarks (including justification)	Confirming that Price of adjustment of each deviation/s is given in Annexure-A of financial package (Yes/No)

Note:

1. The Tenderer shall indicate price adjustment against each deviation in Annexure-A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Appendix, it will have no effect.
4. DMRC reserves the right to accept or reject any deviation. If, DMRC reject deviations mentioned by tenderer, the tenderer shall have to withdraw all these deviations without any condition. In case tenderer does not withdraw deviations unconditional, Tenderer's offer shall be rejected.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

ON BEHALF OF TENDERER



FORM OF TECH-10
GENERAL INFORMATION DATA

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Please tick appropriate category:	
	Sole Proprietorship Firm	<input type="checkbox"/>
	Partnership Firm	<input type="checkbox"/>
	Private Limited Company	<input type="checkbox"/>
	Public Limited Company	<input type="checkbox"/>
	Joint Venture	<input type="checkbox"/>
Consortium	<input type="checkbox"/>	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderers legal address in India, telephone numbers, fax numbers, email address for communication		
Tenderers authorized signatory (name, designation, address, contact no.)		
Tenderers authorized representative (Name, Designation, Address, Contact no.)		
FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :		
a) Affidavit in case of Proprietary firm.		
b) Partnership Deed in case of partnership firm.		
c) Memorandum & Article of Association in case of a Public/Private limited company.		
d) In case of JV/Consortium, MOU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.		
e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.		
Note: Tenderers authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with DMRC related to the tender.		

*STAMP & SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF
TENDERER*



B. JV/CONSORTIUM MEMBER INFORMATION													
MEMBER – 1													
JV/Consortium Member's Legal Name													
Legal status of the Member	Please tick appropriate category: <table border="1" style="margin-left: 20px;"> <tr><td>Sole Proprietorship Firm</td><td></td></tr> <tr><td>Partnership Firm</td><td></td></tr> <tr><td>Private Limited Company</td><td></td></tr> <tr><td>Public Limited Company</td><td></td></tr> <tr><td>Joint Venture</td><td></td></tr> <tr><td>Consortium</td><td></td></tr> </table>	Sole Proprietorship Firm		Partnership Firm		Private Limited Company		Public Limited Company		Joint Venture		Consortium	
Sole Proprietorship Firm													
Partnership Firm													
Private Limited Company													
Public Limited Company													
Joint Venture													
Consortium													
Member's country of constitution													
Member's legal address, telephone numbers, fax numbers, email address)													
Member's authorized representative (name, designation, address)													
MEMBER – 2													
JV/Consortium Member's Legal Name													
Legal status of the Member	Please tick appropriate category: <table border="1" style="margin-left: 20px;"> <tr><td>Sole Proprietorship Firm</td><td></td></tr> <tr><td>Partnership Firm</td><td></td></tr> <tr><td>Private Limited Company</td><td></td></tr> <tr><td>Public Limited Company</td><td></td></tr> <tr><td>Joint Venture</td><td></td></tr> <tr><td>Consortium</td><td></td></tr> </table>	Sole Proprietorship Firm		Partnership Firm		Private Limited Company		Public Limited Company		Joint Venture		Consortium	
Sole Proprietorship Firm													
Partnership Firm													
Private Limited Company													
Public Limited Company													
Joint Venture													
Consortium													
Member's country of constitution													
Member's legal address, telephone numbers, fax numbers, email address)													
Member's authorized representative (name, designation, address)													

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER



Section 6.

Financial Proposal - Standard Forms



Section-6 Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 4: *Instruction to Consultant and Data sheet including, data.*



Form FIN-1: Financial Proposal Submission Form

(To be filled separately in Microsoft excel file in financial package)



Form FIN-2: Summary of Costs

(To be filled separately in Microsoft excel file in financial package)



Section – 7

Terms of Reference (ToR)



Section - 7

Terms of Reference (ToR)

1. PROJECT BACKGROUND

Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Housing and Urban Affairs (MoHUA) (formerly known as Ministry of Urban Development (MoUD)) to undertake value capture from property development initiatives for sustainable revenue generation for the DMRC vide its Policy Circular No K-14011/8/2000-MRTS (Pt.) dt 30.3.2009.

Public Transport project like Metro are capital and maintenance intensive, hence will not be financially sustainable only depending on Fare Box Revenues. Metro Rail Policy adopted by Govt. of India stipulates the exploitation of various alternate revenue sources and opportunities such as Advertising, commercial utilization of land around metro station premises, Transit Oriented Developments (ToD), value captured Tax/ financing, digital marketing etc.

Union Cabinet, Govt. of India vide letter No. K-1401/8/2000-MRTS(Pt.) dated 21.07.2003 issued by Ministry of Urban Development & Poverty Alleviation (MRTS Cell), Govt. of India to the Town Planning Department, Municipal Corporation of Delhi, Delhi, has provided the various sources to raise revenue for the dedicated urban transport Fund for implementation of Delhi Metro projects. In pursuance of the above, a study is being conducted to identify and value these non-fare box revenue sources of Property Development/Property Business avenues at Delhi Metro Rail Networks with the sole objective to maximize income.

2. NEED FOR THE STUDY

DMRC invites Proposals (the "Proposals") for selection of Consultant who shall "Identify, Design and Develop" an appropriate structure for Non-Fare Box Revenue Sources maximization study and Bid Process Management" for Delhi MRTS Networks.

The consultant shall prepare a Feasibility Report for Advertising, Retail, Semi-Naming Rights and other Non-Fare Box Revenue ("Non-Fare Box Revenue") sources, etc. The feasibility report shall cover benchmarking analysis, financial modelling, value estimation, technical feasibility and requirements, strategy for selection of concessionaires, contract structures, etc. Following the feasibility analysis, the consultant shall review tender documents and assist DMRC in the bidding process to select suitable concessionaire/lessee for the identified "Non-Fare Box Revenue" heads. Following award of contracts, the consultant shall assist with reviewing concession/Consultancy Agreements and signing of the agreement with the winning bidder leading to the on boarding of the concessionaire.

The necessary project related inputs will be provided to the consultant for the purpose of the project during study by DMRC.

The project development proposed shall be with utmost consideration for the ecology of the existing surroundings. DMRC intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

The consultant shall develop innovative revenue models and project structures, prepare the feasibility report in accordance with Terms of Reference (ToR) specified in Section 7 and assist DMRC in bidding process for selection of suitable bidder.



3. **SCOPE OF WORK AREA:** The details of Delhi Metro Rail network along with stations are tabulated in Table 1.

Delhi Metro Network Plan

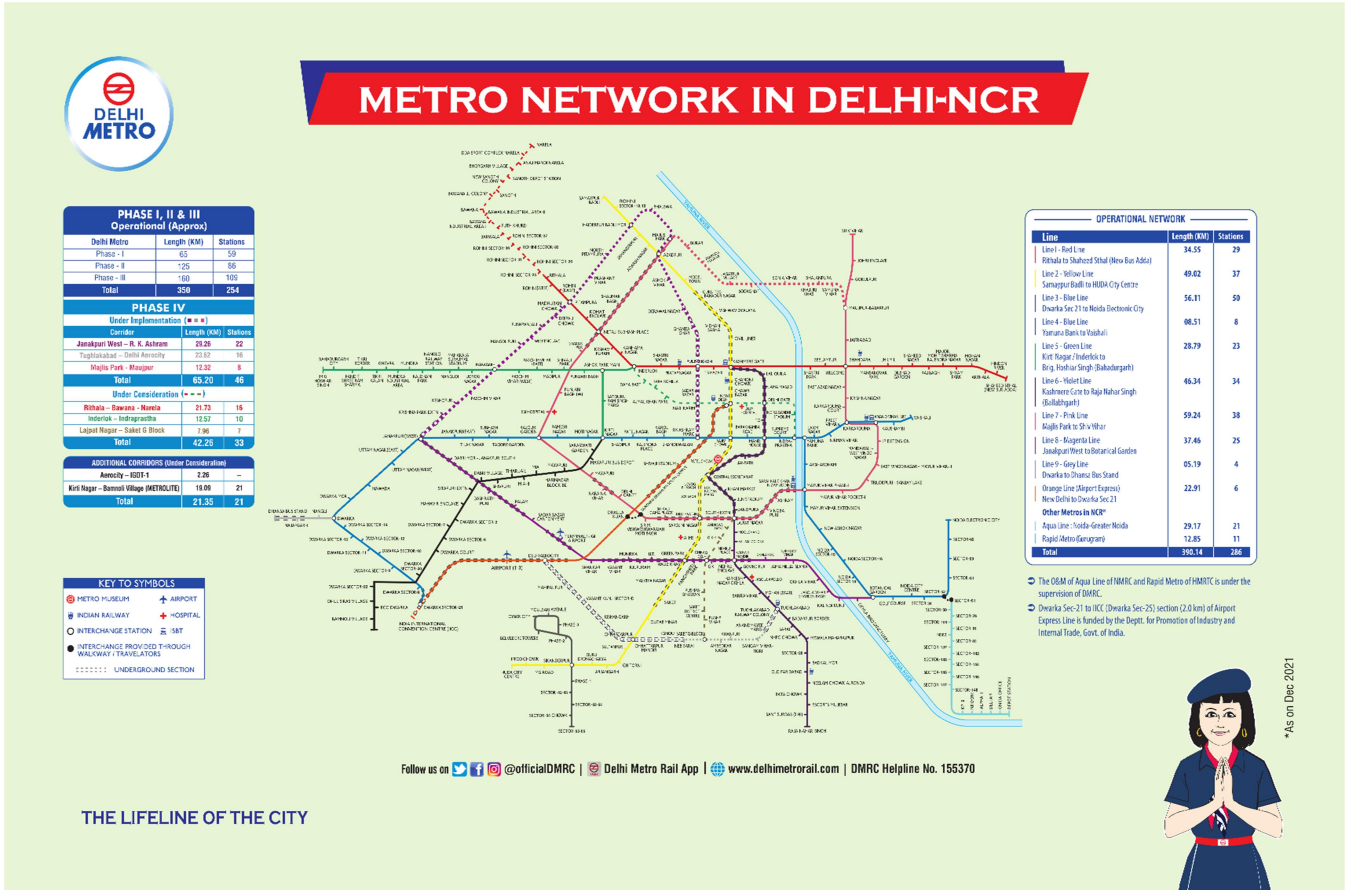




Table: 1 Name of Stations along with respective Delhi Metro Rail Lines.

Name of Metro Stations (मेट्रो स्टेशनों के नाम) (Phase - I, II & III)			
Line	S.No.	Name of Metro Station (In English)	मेट्रो स्टेशन के हिंदी में नाम
रेड लाइन Red Line (1)	1	RITHALA	रिठाला
	2	ROHINI WEST	रोहिणी पश्चिम
	3	ROHINI EAST	रोहिणी पूर्व
	4	PITAMPURA	पीतमपुरा
	5	KOHAT ENCLAVE	कोहाट एन्क्लेव
	6	NETAJI SUBHASH PLACE	नेताजी सुभाष प्लेस
	7	KESHAV PURAM	केशव पुरम
	8	KANHAIYA NAGAR	कन्हैया नगर
	9	INDERLOK	इन्द्रलोक
	10	SHASTRI NAGAR	शास्त्री नगर
	11	PRATAP NAGAR	प्रताप नगर
	12	PULBANGASH	पुलबंगश
	13	TIS HAZARI	तीस हज़ारी
	14	KASHMERE GATE	कश्मीरी गेट
	15	SHASTRI PARK	शास्त्री पार्क
	16	SEELAMPUR	सीलमपुर
	17	WELCOME	वेलकम
	18	SHAHDARA	शाहदरा
	19	MANSAROVAR PARK	मानसरोवर पार्क
	20	JHILMIL	झिलमिल
	21	DILSHAD GARDEN	दिलशाद गार्डन
	22	SHAHEED NAGAR	शहीद नगर
	23	RAJ BAGH	राज बाग़
	24	MAJOR MOHIT SHARMA RAJENDRA NAGAR	मेजर मोहित शर्मा राजेन्द्र नगर
	25	SHYAM PARK	श्याम पार्क
	26	MOHAN NAGAR	मोहन नगर
	27	ARTHALA	अर्थला
	28	HINDON RIVER	हिंडन रिवर
	29	SHAHEED STHAL (NEW BUS ADDA)	शहीद स्थल (न्यू बस अड्डा)



येलो लाइन Yellow Line (2)	30	SAMAYPUR BADLI	समयपुर बादली
	31	ROHINI SECTOR-18,19	रोहिणी सेक्टर-18, 19
	32	HAIDERPUR BADLI MOR	हैदरपुर बादली मोड़
	33	JAHANGIRPURI	जहांगीरपुरी
	34	ADARSH NAGAR	आदर्श नगर
	35	AZADPUR	आज़ादपुर
	36	MODEL TOWN	मॉडल टाउन
	37	GURU TEG BAHADUR NAGAR	गुरु तेग बहादुर नगर
	38	VISWAVIDYALAYA	विश्वविद्यालय
	39	VIDHAN SABHA	विधान सभा
	40	CIVIL LINES	सिविल लाइंस
	41	KASHMERE GATE	कश्मीरी गेट
	42	CHANDNI CHOWK	चांदनी चौक
	43	CHAWRI BAZAR	चावड़ी बाज़ार
	44	NEW DELHI	नई दिल्ली
	45	RAJIV CHOWK	राजीव चौक
	46	PATEL CHOWK	पटेल चौक
	47	CENTRAL SECRETARIAT	केन्द्रीय सचिवालय
	48	UDYOG BHAWAN	उद्योग भवन
	49	LOK KALYAN MARG	लोक कल्याण मार्ग
	50	JOR BAGH	जोर बाग़
	51	DILLI HAAT - INA	दिल्ली हाट - आईएनए
	52	AIIMS	एम्स
	53	GREEN PARK	ग्रीन पार्क
	54	HAUZ KHAS	हौज़ खास
	55	MALVIYA NAGAR	मालवीय नगर
	56	SAKET	साकेत
	57	QUTAB MINAR	कुतुब मीनार
	58	CHHATARPUR	छतरपुर
	59	SULTANPUR	सुल्तानपुर
	60	GHITORNI	घिंटोनी
	61	ARJAN GARH	अर्जन गढ़
	62	GURU DRONACHARYA	गुरु द्रोणाचार्य
	63	SIKANDERPUR	सिकंदरपुर
	64	M.G. ROAD	एम.जी. रोड
	65	IFFCO CHOWK	इफको चौक
	66	HUDA CITY CENTRE	हुडा सिटी सेंटर



ब्लू लाइन Blue Line (3)	67	DWARKA SECTOR-21	द्वारका सेक्टर-21
	68	DWARKA SECTOR-8	द्वारका सेक्टर-8
	69	DWARKA SECTOR-9	द्वारका सेक्टर-9
	70	DWARKA SECTOR-10	द्वारका सेक्टर-10
	71	DWARKA SECTOR-11	द्वारका सेक्टर-11
	72	DWARKA SECTOR-12	द्वारका सेक्टर-12
	73	DWARKA SECTOR-13	द्वारका सेक्टर-13
	74	DWARKA SECTOR-14	द्वारका सेक्टर-14
	75	DWARKA	द्वारका
	76	DWARKA MOR	द्वारका मोड़
	77	NAWADA	नवादा
	78	UTTAM NAGAR WEST	उत्तम नगर पश्चिम
	79	UTTAM NAGAR EAST	उत्तम नगर पूर्व
	80	JANAKPURI WEST	जनकपुरी पश्चिम
	81	JANAKPURI EAST	जनकपुरी पूर्व
	82	TILAK NAGAR	तिलक नगर
	83	SUBHASH NAGAR	सुभाष नगर
	84	TAGORE GARDEN	टैगोर गार्डन
	85	RAJOURI GARDEN	राजौरी गार्डन
	86	RAMESH NAGAR	रमेश नगर
	87	MOTI NAGAR	मोती नगर
	88	KIRTI NAGAR	कीर्ति नगर
	89	SHADIPUR	शादीपुर
	90	PATEL NAGAR	पटेल नगर
	91	RAJENDRA PLACE	राजेन्द्र प्लेस
	92	KAROL BAGH	करोल बाग
	93	JHANDEWALAN	झंडेवालान
	94	RAMAKRISHNA ASHRAM MARG	रामकृष्ण आश्रम मार्ग
	95	RAJIV CHOWK	राजीव चौक
	96	BARAKHAMBA ROAD	बाराखंबा रोड
	97	MANDI HOUSE	मंडी हाउस
	98	SUPREME COURT	सुप्रीम कोर्ट
	99	INDRAPRASTHA	इन्द्रप्रस्थ
	100	YAMUNA BANK	यमुना बैंक



	101	AKSHARDHAM	अक्षरधाम
	102	MAYUR VIHAR-I	मयूर विहार-I
	103	MAYUR VIHAR EXTENSION	मयूर विहार एक्सटेंशन
	104	NEW ASHOK NAGAR	न्यू अशोक नगर
	105	NOIDA SECTOR - 15	नोएडा सेक्टर-15
	106	NOIDA SECTOR - 16	नोएडा सेक्टर-16
	107	NOIDA SECTOR - 18	नोएडा सेक्टर-18
	108	BOTANICAL GARDEN	बॉटैनिकल गार्डन
	109	GOLF COURSE	गोल्फ कोर्स
	110	NOIDA CITY CENTRE	नोएडा सिटी सेंटर
	111	SECTOR-34 NOIDA	सेक्टर-34 नोएडा
	112	SECTOR-52 NOIDA	सेक्टर-52 नोएडा
	113	SECTOR-61 NOIDA	सेक्टर-61 नोएडा
	114	SECTOR-59 NOIDA	सेक्टर-59 नोएडा
	115	SECTOR-62 NOIDA	सेक्टर-62 नोएडा
	116	NOIDA ELECTRONIC CITY	नोएडा इलेक्ट्रॉनिक सिटी

ब्लू लाइन Blue Line (4)	117	YAMUNA BANK	यमुना बैंक
	118	LAXMI NAGAR	लक्ष्मी नगर
	119	NIRMAN VIHAR	निर्माण विहार
	120	PREET VIHAR	प्रीत विहार
	121	KARKARDUMA	कडकडडुमा
	122	ANAND VIHAR ISBT	आनंद विहार आईएसबीटी
	123	KAUSHAMBI	कौशांबी
	124	VAISHALI	वैशाली

ग्रीन लाइन Green Line (5)	125	INDERLOK	इन्द्रलोक
	126	ASHOK PARK MAIN	अशोक पार्क मेन
	127	PUNJABI BAGH	पंजाबी बाग
	127A	PUNJABI BAGH WEST*	पंजाबी बाग पश्चिम*
	128	SHIVAJI PARK	शिवाजी पार्क
	129	MADIPUR	मादीपुर
	130	PASCHIM VIHAR EAST	पश्चिम विहार पूर्व
	131	PASCHIM VIHAR WEST	पश्चिम विहार पश्चिम



	132	PEERAGARHI	पीरागढी
	133	UDYOG NAGAR	उद्योग नगर
	134	MAHARAJA SURAJMAL STADIUM	महाराजा सूरजमल स्टेडियम
	135	NANGLOI	नांगलोई
	136	NANGLOI RAILWAY STATION	नांगलोई रेलवे स्टेशन
	137	RAJDHANI PARK	राजधानी पार्क
	138	MUNDKA	मुंडका
	139	MUNDKA INDUSTRIAL AREA (MIA)	मुंडका इंडस्ट्रियल एरिया (एमआईए)
	140	GHEVRA METRO STATION	घेवरा मेट्रो स्टेशन
	141	TIKRI KALAN	टिकरी कलां
	142	TIKRI BORDER	टिकरी बॉर्डर
	143	PANDIT SHREE RAM SHARMA	पंडित श्री राम शर्मा
	144	BAHADURGARH CITY	बहादुरगढ़ सिटी
	145	BRIG. HOSHIAR SINGH	ब्रिगेडियर होशियार सिंह

ग्रीन लाइन Green Line (5)	146	KIRTI NAGAR	कीर्ति नगर
	147	SATGURU RAM SINGH MARG	सतगुरु राम सिंह मार्ग
	148	ASHOK PARK MAIN	अशोक पार्क मेन

वॉयलेट लाइन Violet Line (6)	149	KASHMERE GATE	कश्मीरी गेट
	150	LAL QUILA	लाल किला
	151	JAMA MASJID	जामा मस्जिद
	152	DELHI GATE	दिल्ली गेट
	153	ITO	आईटीओ
	154	MANDI HOUSE	मंडी हाउस
	155	JANPATH	जनपथ
	156	CENTRAL SECRETARIAT	केन्द्रीय सचिवालय
	157	KHAN MARKET	खान मार्केट
	158	JLN STADIUM	जे.एल.एन. स्टेडियम
	159	JANGPURA	जंगपुरा
	160	LAJPAT NAGAR	लाजपत नगर
	161	MOOLCHAND	मूलचंद
	162	KAILASH COLONY	कैलाश कॉलोनी



	163	NEHRU PLACE	नेहरू प्लेस
	164	KALKAJI MANDIR	कालकाजी मंदिर
	165	GOVIND PURI	गोविंद पुरी
	166	HARKESH NAGAR OKHLA	हरकेश नगर ओखला
	167	JASOLA-APOLLO	जसोला-अपोलो
	168	SARITA VIHAR	सरिता विहार
	169	MOHAN ESTATE	मोहन एस्टेट
	170	TUGHLAKABAD STATION	तुगलकाबाद स्टेशन
	171	BADARPUR BORDER	बदरपुर बॉर्डर
	172	SARAI	सराय
	173	NHPC CHOWK	एनएचपीसी चौक
	174	MEWALA MAHARAJPUR	मेवला महाराजपुर
	175	SECTOR-28	सेक्टर-28
	176	BADKAL MOR	बडकल मोड़
	177	OLD FARIDABAD	ओल्ड फरीदाबाद
	178	NEELAM CHOWK AJRONDA	नीलम चौक अजरौंदा
	179	BATA CHOWK	बाटा चौक
	180	ESCORTS MUJESAR	एस्कॉर्ट्स मुजेसर
	181	SANT SURDAS (SIHI)	संत सूरदास (सीही)
	182	RAJA NAHAR SINGH (BALLABHGARH)	राजा नाहर सिंह (बल्लभगढ़)

पिंक लाइन Pink Line (7)	183	SHIV VIHAR	शिव विहार
	184	JOHRI ENCLAVE	जौहरी एन्क्लेव
	185	GOKULPURI	गोकुलपुरी
	186	MAUJPUR – BABARPUR	मौजपुर-बाबरपुर
	187	JAFRABAD	जाफराबाद
	188	WELCOME	वेलकम
	189	EAST AZAD NAGAR	ईस्ट आज़ाद नगर
	190	KRISHNA NAGAR	कृष्णा नगर
	191	KARKARDUMA COURT	कडकडडुमा कोर्ट
	192	KARKARDUMA	कडकडडुमा
	193	ANAND VIHAR ISBT	आनंद विहार आईएसबीटी
	194	I.P. EXTENSION	आई.पी. एक्सटेंशन
	195	MANDAWALI - WEST VINOD NAGAR	मंडावली - वेस्ट विनोद नगर



	196	EAST VINOD NAGAR - MAYUR VIHAR II	ईस्ट विनोद नगर - मयूर विहार II
	197	TRILOKPURI - SANJAY LAKE	त्रिलोकपुरी - संजय लेक
	198	MAYUR VIHAR POCKET - I	मयूर विहार पॉकेट - I
	199	MAYUR VIHAR-I	मयूर विहार- I
	200	SARAI KALE KHAN - NIZAMUDDIN	सराय काले खां - निज़ामुद्दीन
	201	ASHRAM	आश्रम
	202	VINOBA PURI	विनोबापुरी
	203	LAJPAT NAGAR	लाजपत नगर
	204	SOUTH EXTENSION	साउथ एक्सटेंशन
	205	DILLI HAAT - INA	दिल्ली हाट - आईएनए
	206	SAROJINI NAGAR	सरोजिनी नगर
	207	BHIKAJI CAMA PLACE	भीकाजी कामा प्लेस
	208	SIR M. VISHWESHWARAIAH MOTI BAGH	सर एम. विश्वेश्वरैया मोती बाग
	209	DURGABAI DESHMUKH SOUTH CAMPUS	दुर्गाबाई देशमुख साउथ कैंपस
	210	DELHI CANTT.	दिल्ली कैंट
	211	NARAINA VIHAR	नारायणा विहार
	212	MAYAPURI	मायापुरी
	213	RAJOURI GARDEN	राजौरी गार्डन
	214	ESI-BASAI DARAPUR	ईएसआई - बसईदारापुर
	215	PUNJABI BAGH WEST	पंजाबी बाग पश्चिम
	216	SHAKURPUR	शकूरपुर
	217	NETAJI SUBHASH PLACE	नेताजी सुभाष प्लेस
	218	SHALIMAR BAGH	शालीमार बाग
	219	AZADPUR	आज़ादपुर
	220	MAJLIS PARK	मजलिस पार्क

मेजेंटा लाइन Magenta Line (8)	221	JANAKPURI WEST	जनकपुरी पश्चिम
	222	DABRI MOR-JANAKPURI SOUTH	डाबड़ी मोड़ - जनकपुरी दक्षिण
	223	DASHRATH PURI	दशरथपुरी
	224	PALAM	पालम
	225	SADAR BAZAR CANTONMENT	सदर बाज़ार कैंटोनमेंट
	226	TERMINAL 1-IGI AIRPORT	टर्मिनल 1 - आईजीआई एयरपोर्ट
	227	SHANKAR VIHAR	शंकर विहार
	228	VASANT VIHAR	वसंत विहार



	229	MUNIRKA	मुनिरका
	230	R.K. PURAM	आर.के. पुरम
	231	IIT	आईआईटी
	232	HAUZ KHAS	हौज़ खास
	233	PANCHSHEEL PARK	पंचशील पार्क
	234	CHIRAG DELHI	चिराग दिल्ली
	235	GREATER KAILASH	ग्रेटर कैलाश
	236	NEHRU ENCLAVE	नेहरू एन्क्लेव
	237	KALKAJI MANDIR	कालकाजी मंदिर
	238	OKHLA NSIC	ओखला एनएसआईसी
	239	SUKHDEV VIHAR	सुखदेव विहार
	240	JAMIA MILLIA ISLAMIA	जामिया मिल्लिया इस्लामिया
	241	OKHLA VIHAR	ओखला विहार
	242	JASOLA VIHAR SHAHEEN BAGH	जसोला विहार शाहीन बाग
	243	KALINDI KUNJ	कालिंदी कुंज
	244	OKHLA BIRD SANCTUARY	ओखला बर्ड सैंक्चुरी
	245	BOTANICAL GARDEN	बॉटैनिकल गार्डन

ग्रे लाइन Grey Line (9)	246	DWARKA	द्वारका
	247	NANGLI	नंगली
	248	NAJAFGARH	नजफगढ़
	249	DHANSA BUS STAND	ढाँसा बस स्टैंड

एयरपोर्ट लाइन Airport Line	250	NEW DELHI	नई दिल्ली
	251	SHIVAJI STADIUM	शिवाजी स्टेडियम
	252	DHAULA KUAN	धौला कुआ
	253	DELHI AEROCITY	दिल्ली एरोसिटी
	254	AIRPORT (T-3)	एयरपोर्ट (टी-3)
	255	DWARKA SECTOR-21	द्वारका सेक्टर-21
	256	I.I.C.C. - DWARKA SECTOR 25 (Yet to be Commssioned)	आई.आई.सी.सी.-द्वारका सेक्टर 25 (जल्द ही परिचालन में होने वाला है)



NAME OF METRO STATIONS IN PHASE-IV (3 PRIORITY) CORRIDORS

आर.के. आश्रम – जनकपुरी (पश्चिम) कॉरिडोर / R.K. ASHRAM-JANAKPURI (WEST) CORRIDOR

S. No.	Name of Metro Station (In English)	मेट्रो स्टेशन का हिंदी में नाम
1.	RAMAKRISHNA ASHRAM MARG	रामकृष्ण आश्रम मार्ग
2.	NABI KARIM	नबी करीम
3.	SADAR BAZAR	सदर बाज़ार
4.	PULBANGASH	पुलबंगश
5.	GHANTA GHAR	घंटा घर
6.	DERAWAL NAGAR	डेरावल नगर
7.	ASHOK VIHAR	अशोक विहार
8.	AZADPUR	आज़ादपुर
9.	MAJLIS PARK	मजलिस पार्क
10.	BHALASWA	भलस्वा
11.	HAIDERPUR BADLI MOR	हैदरपुर बादली मोड़
12.	NORTH PITAMPURA	नॉर्थ पीतमपुरा
13.	PRASHANT VIHAR	प्रशांत विहार
14.	PITAMPURA	पीतमपुरा
15.	DEEPALI CHOWK	दीपाली चौक
16.	PUSHPANJALI	पुष्पांजलि
17.	WEST ENCLAVE	वेस्ट एन्क्लेव
18.	MANGOL PURI	मंगोलपुरी
19.	PEERAGARHI	पीरागढ़ी
20.	PASCHIM VIHAR	पश्चिम विहार
21.	KESHOPUR	केशोपुर
22.	KRISHNA PARK EXTN.	कृष्णा पार्क एक्सटेंशन

एरोसिटी - तुगलकाबाद कॉरिडोर / AEORCITY – TUGHLAKABAD CORRIDOR

S. No.	Name of Metro Station (In English)	मेट्रो स्टेशन का हिंदी में नाम
1.	DELHI AEROCITY	दिल्ली एरोसिटी
2.	MAHIPALPUR	महिपालपुर
3.	VASANT KUNJ	वसंत कुंज
4.	KISHANGARH	किशनगढ़
5.	CHHATARPUR	छतरपुर
6.	CHHATARPUR MANDIR	छतरपुर मंदिर
7.	IGNOU	इग्नू
8.	NEBSARAI	नेब सराय
9.	SAKET G BLOCK	साकेत जी ब्लॉक
10.	AMBEDKAR NAGAR	अंबेडकर नगर
11.	KHANPUR	खानपुर
12.	SANGAM VIHAR-TIGRI	संगम विहार - तिगड़ी



13.	ANANDMAYEE MARG JN	आनंदमयी मार्ग जं.
14.	TUGHLAKABAD RLYCOLONY	तुगलकाबाद रेलवे कॉलोनी
15.	TUGHLAKABAD STATION	तुगलकाबाद स्टेशन

मौजपुर - मुकुंदपुर कॉरिडोर / MAUJPUR – MUKUNDPUR CORRIDOR

S. No.	Name of Metro Station (In English)	मेट्रो स्टेशन का हिंदी में नाम
1.	MAUJPUR-BABARPUR	मौजपुर-बाबरपुर
2.	YAMUNA VIHAR	यमुना विहार
3.	BHAJANPURA	भजनपुरा
4.	KHAJURI KHAS	खजूरी खास
5.	SONIA VIHAR	सोनिया विहार
6.	SOORGHAT	सूरघाट
7.	JAGATPUR VILLAGE	जगतपुर गांव
8.	JHARODA MAJRA	झड़ौदा माजरा
9.	BURARI	बुराड़ी
10.	MAJLIS PARK	मजलिस पार्क

4. Detailed Scope of Services

The detailed scope of services shall primarily focus on, but not limited to:

Bid Process Management

- a) **Preparation of feasibility study for all the identified NFBR sources** - This shall include package study, suggesting contract terms being followed by metros across India and globally and modify RFP that is in line with the best practices being followed, which will maximize revenue for DMRC and ensure healthy competition amongst the bidders. Identifying all NOC's, clearances, approvals, utility, etc. required for leasing of spaces, Conducting primary market survey, contracting strategy and its terms and conditions etc, Value analysis including recommending the revenue model & preparing reserve price.
- b) Review of EOI/RFP, addendums, bid notice, bid documents etc and assist DMRC with publishing of the RFP/bid documents and assist DMRC in conducting bid process.
- c) **Media Engagement Assistance:**
 1. To ensure healthy competition for the bids, assist DMRC through the preparation of presentations and media notes that may be used by the DMRC Public Relations team for engaging with the media.
 2. Developing a marketing strategy, including digital marketing strategy, to promote the opportunity to the relevant bidder universe.
 3. Support with organizing road shows, bidder engagements, create a database with prospective bidders for each opportunity.
- d) **Finalization of tender:**
 1. Assisting DMRC in issuing LOA and signing of contract agreement.



2. In case the tender is not awarded, retender of the same by reviewing the terms and conditions shall also be included unless DMRC specifically decides against it.

(i) Inventory list of PD is attached as "Annexure-A".

(ii) Inventory list of PB is attached as "Annexure-B".

Note: The Inventory list of PD & PB is tentative may change at the time of award of LOA. However, DMRC reserves the rights to replace any of the items of existing inventory with a new one of similar nature.

NFBR maximization study:

Identification of NFBR heads, preparation of feasibility study for all the identified NFBR heads, business plans and value analysis.

The first phase of the study can be broken down into following sub-sections.

a. Identification of NFBR Sources

Review of various studies and reports with regard to Delhi Metro Rail Network all associated reports and documents including various studies on NFBR in Urban Infrastructure related projects.

The Consultant shall review/study any relevant reports on similar concepts/ best practices followed in India and outside.

Consultant shall carry out a benchmarking exercise for the experience of different metro rail systems, airports and other transportation hubs globally to bring replicable lessons.

The Consultant shall produce a working paper in form of Inception report summarising various studies/reports projects already implemented and lessons learnt.

The review shall cover the following, but not limited to:

- DPR of Delhi MRTS Network
- Metro station layout plans of Delhi Metro Rail Phase-IV Line-7 & 8 extension and Line-10
- Sanctioned Development Plan of MPD-2021/2041, Various TOD/Commercial exploitation of Transport/Urban Infrastructure related studies in the region
- Outdoor Advertisement and retail policies
- Review of existing DMRC policies and procedures for NFBR

DETAILED ACTION PLAN

The consultant is required to study existing frame (Government) work or Policy including (duties, levies & taxes) any amendments to current prevailing MPD, TOD policy, Prevailing Building Bye Laws or Government regulations to ensure the revenue opportunity can be secured and also suggest suitable changes/modifications to the existing policies/regulations/acts/etc.

The consultant shall study in detail the viability of available non-fare box options and should advise on the strategy on how to secure the identified opportunities

The Consultant shall prepare a detailed action plan for each of the components, but not limited to the following.



- a) Advertising
- b) Leasing of commercial space at metro station
- c) Station Naming Rights
- d) Any other NFBR sources

Considering the progress of metro implementation works and time required for bidding and time required for carrying out works within the stations, develop a timeline for tendering, bid evaluation including estimation and tender award for each NFBR head.

b. Feasibility Analysis for Advertising, Semi-Naming Rights, Retail and other Non-Fare Revenue Sources for Monetisation

Advertising:

- (a) Identify the types of advertising that can be placed within the stations, on the station exteriors, and on the viaduct piers.
- (b) Advertisement on the trains including the interior / exterior train wraps and floor coverings.
- (c) Digital audio-visual advertisements inside the trains and at stations.
- (d) Identify other sources of advertisement revenue such as on maps, tokens, tickets, website etc. and determine the value potential for each.
- (e) Identify the infrastructure requirements for each type of advertising
- (f) Closely study the architectural drawings and identify locations for the placement of advertisements, on the piers and on the station exterior.
- (g) Carry out an analysis of the overall advertisement potential per station. Based on the potential, identify the prime areas within the station that the advertisements should be placed.
- (h) The location of the advertisements should not conflict with the signages within the station and the safe movement of passengers
- (i) Gather details regarding approvals and applicable fees for the placement of advertising within the stations as well as the trains
- (j) For the advertisement within the trains, study the train interior drawings and identify opportunities within the carriages. The study should consider inside and outside train wrapping as well.
- (k) Prepare a value estimate for the advertisement potential as well as business plan for monetising this NFBR source

Retail:

- a) Identify the types of retail that can be placed within the concourse area of stations. The types of retail shall include but not limited to kiosks, F&B, retail shops, vending machines, ATMs etc.
- b) Closely study the architectural drawings and identify locations for the placement of retail kiosks/shops within the stations
- c) Carry out an analysis of the overall retail potential per station. Based on the potential, identify the prime areas within the station that the retail should be placed.
- d) The location of the retail should not conflict with the signages within the station and the safe movement of passengers
- e) Identify the infrastructure requirements for the retail including water, sewage, electricity etc.
- f) Gather details regarding approvals and applicable fees for the provision of retail within



the stations as well as any restrictions in the type of retail / F&B

- g) Prepare a value estimate for the advertisement potential as well as business plan for monetising this NFBR source

Semi Naming Rights:

- a) Study leasing of station naming rights policies followed by other metros within India and overseas.
- b) Study contract structure including lease period, inclusion of advertisement and retail rights etc.
- c) Identify the stations with the highest semi-naming rights potential and develop a strategy that can be employed by DMRC to maximise revenue from semi-naming rights
- d) Prepare a value estimate for semi-naming rights as well as business plan for monetising this NFBR source

Other Non-Fare Box Revenue Sources:

- a) There Non-Fare revenue sources, such as:
 - Providing space for telecom towers,
 - Leasing of OFC cables
 - Rights for selling the metro related memorabilia, mementoes, souvenirs, artifacts etc. from kiosks present at all metro stations and in metro museum entailing initial royalty plus a regular revenue /profit share models etc.
 - Revenue from metro museum being developed by DMRC;
 - Beverage Pouring Rights
 - Other such NFBR opportunities.
 - Explore the parking space
 - b) For each such opportunity, the consultant shall evaluate the value potential, strategy for implementation and infrastructure requirements for them.
 - c) Gather details regarding approvals and applicable fees and statutory requirements for each opportunity
- c. Drafting of Policy manual for NFBR –** It will include examining all existing DMRC policies and procedures issued from time to time followed for NFBR tenders and review of best practices being followed in India and globally and documenting detail procedures to be followed by DMRC including but not limited to the following:
- Detail steps involved in identification of inventory,
 - Pre-requisites like NOC's, land use, clearances etc. required for leasing.
 - Steps to be followed for revenue modelling and financial analysis.
 - Standard terms and conditions including eligibility criteria to be followed for different NFBR sources.
 - Procedure for evaluation and award of tenders.
 - Steps to be followed in Contract Management till the completion of contract.
 - Drafting of model Schedule of Powers.

5. Guided Study tour/ training to other major metro projects with NFBR



The Consultant shall organize suitable guided study tours/training to study commercial activities adopted for revenue maximization in similar mass transit development projects. The study will also include the financial sustainability of the major suburban rail system. The cities and countries which are to be visited for such study shall be proposed by the Consultants mutually decided by the Consultants and DMRC during the course of the Study.

6. Deliverables

Time schedule for submission of deliverables shall be determined by the maximum permissible number of days from the Effective Date of the Agreement.

7. Payment Schedule

The payment schedule for Consultancy services related shall be as given below in Table:

Schedule No	Deliverables	Payment % of TotalFee	Remarks
A	Property development	35%	Break up as per schedule A1
B	Property Business	35%	Break up as per schedule B1
C	New NFBR	30%	Break up as per schedule C1

- **For every bill 5% retention money would be deducted which would be paid after the completion of the contract.**



SCHEDULE A-1

S.No.	Deliverables	Payment % of Schedule A	Remarks
1	Submission of feasibility study report	35%	Payment to be distributed on pro rata basis of the total number of inventories listed in Annexure - A
2	Bid Process management	30%	
3	Finalization of Tender	35%	

SCHEDULE B-1

S.No.	Deliverables	Payment % of Schedule A	Remarks
1	Submission of feasibility study report	35%	Payment to be distributed on pro rata basis of the total number of inventories listed in Annexure - B
2	Bid Process management	30%	
3	Finalization of Tender	35%	

* Note: Payment of Schedule B will be allocated for each annexure (head) of PB Inventory equally.

SCHEDULE C1

S.No	Deliverables	Payment % of Schedule B	Remarks
1	Benchmarking report with Indian & overseas metro networks. Review of regulations affecting the commercial exploitation. Identification of new NFBR sources and Evaluation of revenue potential, inventory mapping for brownfield and greenfield monetization.		
A	Submission of interim report	20%	
B	Submission of final report after incorporating DMRC suggestions	15%	
2	Review of contract packaging & structuring, Preparation of implementation plan, financial analysis and revenue modelling, ascertaining infrastructure & utilities requirements, preparation of model bid document.		
A	Submission of interim report	20%	
B	Submission of final report after incorporating DMRC suggestions	15%	
3	Drafting of Policy manual for NFBR		
A	Draft Policy	20%	
B	Final Policy after incorporating DMRC suggestions	10%	
	Total	100%	

* Payment of each deliverable shall be released after the approval DMRC/ TAC

Note: Bid process management ends with finalization of Bid/Tenders.



7.1 SUCCESS FEE (over and above than quoted fee):

In addition to the above, a success fee as specified in the table below shall be paid to the consultant:

Annualised Revenue* expected from the Lessee (In Rs. Crores)	Success Fee (In Rs.)
50-150	10% of the quoted fees
>150	20% of the quoted fees

* ‘Annualised Revenue’ would mean the cumulative sum of (a) Annualised value of upfront/one-time fee received by DMRC by spreading it over the currency of the Lease term on pro-rata basis; and (b) annual recurring license fee receivable by DMRC during the first full year after moratorium.

7.2 Monthly meetings: DMRC may review the progress of the Consultancy in monthly meetings to be held in Delhi at DMRC’s office. The Team Leader and such other Key Personnel as deemed necessary by the Consultant shall participate in these meetings.

8. Consultancy Team

The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The following positions of Key personnel/ professionals whose experience is briefly described in data sheet would be considered for evaluation of the Technical Proposal. The CVs of the Key personnel should be highlighted the relevant experience to be considered for the eligibility and evaluation.

Key Personnel	Specific Expertise	Estimated Man-months
Team Leader (Strategy & Program management)	<ul style="list-style-type: none"> • Full time MBA from relevant field or equivalent from a recognized/ reputed institute/ university • Minimum 15 years’ experience in urban Infrastructure/ commercial revenue projects. • Completed commercial/ revenue maximisation and Strategy study for at least 3 (three) projects in transport sector as team leader in India and/ or overseas • Complete/ongoing commercial/ revenue maximization and Strategy consultancy project for at least 1(one) metro project in India or overseas as team leader. • Should demonstrate understanding of regulation affecting commercial exploitation in the transportation sector. 	5
	<ul style="list-style-type: none"> • CA / CFA / MBA (full time) from relevant field /Graduate Engineer or equivalent educational qualifications from a 	



Bid process management Specialist (Dy. Team Leader)	recognized/ reputed institute/university • Minimum 07 years' experience in urban Infrastructure/ commercial revenue projects. • Completed commercial/ revenue maximisation studies for at least 2 (two) projects in transport sector in India and/ or overseas as Bid process management Specialist. • Completed commercial/ongoing commercial /revenue maximization study for at least 1(one) metro project in India or overseas as Commercial Revenue Modelling & Contracts/bid documents Specialist.	12
Transit Media & Transit Specialist	• Full time MBA from relevant field from a recognized/ reputed institute/ university • Minimum 5 years' experience • Completed commercial/ revenue maximisation studies for at least 1 (One) projects in transport sector in India and/ or overseas as Transit Media & Retail Specialist. • Completed commercial/ ongoing commercial/ revenue maximisation studies for at least 1 (one) metro project in India or overseas as Transit Media & Transit Retail Specialist	5
Architectural Expert	• Full time B. Arch from a recognized/ reputed institute/ university • Minimum 5 years' experience • Completed commercial/ revenue maximisation studies for at least 1(One) project in transport sector in India and/ or overseas.	4
Consultant (2 Nos)	• Full time MBA from a recognized/ reputed institute/ university • Minimum 3 years' experience • Completed commercial/ revenue maximisation project for at least 1 (One) project in transport sector in India and/ or overseas	12 each
	TOTAL	50

Note: The above table indicates the minimum man months to be ensured for this project. From the above, minimum strength of 4 consultants shall be maintained full time at DMRC office throughout the contract term.

In addition to the above Key Personnel/ Key Professionals, Consultants shall deploy the Support Professionals having relevant educational qualifications, adequate expertise & experience to support the Key Personnel/ Key Professionals in delivering the scope of services. Consultant team shall include the following

- Commercial consultant
- Legal consultant (may not be on the company rolls)
- Media and Regulatory experts to be brought in as per requirement (may not be on rolls)

Support professionals will not be evaluated. Consultants shall assess and indicate the support professionals' man-months.



The requirement of expertise given above is only indicative. The firm/ consultant/ consortia may include/ exclude any expert and/or adjust the duration, while preparing their financial proposal. The proposed changes should be clearly indicated. In addition to professional key staff consultants may also propose support professionals and support staff.

The Team Leader/ Dy. Team Leader shall be available in Delhi throughout the study period. The entire project related meetings and site visits should be attended by Team leader with required staff and experts. In addition to the above, Key Personnel/Key Professionals, Consultants shall deploy the Support Professionals having relevant educational qualifications, adequate expertise & experience to support the Key Personnel/ Key Professionals in delivering the scope of services.

The requirement of expertise given above is only indicative. The firm/consultant/consortia may include/ exclude any expert and/or adjust the duration, while preparing their financial proposal. The proposed changes should be clearly indicated. In addition to professional key staff consultants may also propose support professionals and support staff.

Weekly review meeting will be carried out with DMRC officials and for the said meetings Team Leader, Dy. Team Leader and concerned professional to meeting subject should attend compulsorily

Age of the professional key staff should not be more than 65 years. 60% of the proposed professional key staff should be the employee of the lead company. Proposed professional key staff should be associated with the firm for minimum 2 years. Each CVs of key professional should be signed by authority signatory and key professional.

Consultants need to provide brief CVs (educational qualifications, expertise and experience) for the above Support Professional staff in summary tabular form. However, the same will not be considered for evaluation of the Technical Proposal.

Weekly review meeting shall be conducted at DMRC office and team leader should attend the meeting with required staff and experts.

9. Administration

- The Consultant will work in close liaison with DMRC will constitute a Technical Advisory Committee (TAC) for the purpose of technical guidance to the Consultants and monitoring of the study.
- The GM/PD 1of the Corporation will be responsible for the overall coordination. GM/PD-1 will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- The Consultant will make a presentation on all the submitted reports for discussion to the Technical Advisory Committee. The Consultant is required to prepare and submit a monthly progress report that includes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analysis, reports; The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- Regular communication with the GM/PD 1and any other officer designated by the GM/PD 1is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes and occasional meetings.



- The Deliverables will be submitted as per schedule provided in this RFP.

10. Data Made Available by the Authority

DMRC shall allow the Consultants for referring major study reports relevant for the study.

General Arrangement Drawing by Detailed Design Consultant will be provided by DMRC. Any data as may be required by the Consultant will be provided by the DMRC on request.

11. Completion Of Services

All the study outputs including primary and secondary data shall be compiled, classified, documented and submitted by the Consultant to the DMRC in soft and hard copy form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the DMRC and shall not be used for any purpose other than that intended under these Terms of Reference without the written permission.

Section 8.
FORM OF CONTRACT AGREEMENT



FORM OF CONTRACT AGREEMENT

This Agreement is made at New Delhi on day of by and between:

(1) Delhi Metro Rail Corporation Limited, with office located at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, hereinafter referred to as the “DMRC” or the “Employer”, as the case may be, of the one part, and;

(2) [Note 1] comprising :

a) a company registered and existing under the laws of India, with head office located at

 represented

by Mr.& Mr....., authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5] comprising

b) a company registered and existing under the laws of India, with head office located at

 represented

by Mr.& Mr....., authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5] comprising

c) a company registered and existing under the laws of India, with head office located at

 represented

by Mr. & Mr....., authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5] comprising

[Note 2] who shall be jointly and severally liable for the undertaking of this contract; hereinafter [Note 3] collectively referred to as the “Consultant” of the other part.

The main agreement shall be signed byfor and on the



behalf of DMRC and as authorised representative of the

WHEREAS the Consultant has established a acceptable to the Employer and offered a tender for the [Name of work] and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

Clause 1

DMRC agrees to hire and the Consultant agrees to be hired for consultancy service for
 under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

These Documents shall be signed by (for and on behalf of the Employer) and (for and on behalf of the Consultant).

- Letter of Acceptance
- Section-1: General
- Section-2: Notice Inviting Bid
- Section-3: Regulation of Bids And Consultancy Agreement
- Section-4: Instructions to Consultants and Data Sheet
- Section-5: Technical Proposal - Standard Forms
- Section-6: Financial Proposal - Standard Forms
- Section-7: Terms of Reference (ToR)
- Section-8: Form of Contract Agreement
- Section-9: General Conditions of Contract
- Section-10: Special Conditions of Contract
- Section-11: Appendices-Deleted
- Section-12: Annexures
- Bill of Quantities
- Pre-Bid Queries & Replies
- Online tender submission opened on
- Post bid clarifications asked online on
- Reply to Post bid clarifications submitted online on
- Consultant's financial bid opened online on
- Consultant's Proposal
- Any other documents forming part of the Contract.

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein.



Clause 2 – Obligation of the Consultant:

The Consultant agrees, subject to the terms and conditions of the Contract Documents, to perform efficiently and faithfully all of the consultancy work of _____ and other facilities requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract Documents.

Clause 3 – Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract Documents, to pay the Contractor the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

Clause 4 – Value of Work and Completion Time:

The Employer agrees to pay for the total cost of the Works and the Consultant agrees to accept the sums mentioned below in the following currencies, to be the total cost for the Work carried out by him as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Contract Price

..... (Rupees only); and

GST shall be reimbursed, as applicable, on submission of documentary evidence of deposit of GST,

The Contractor shall complete the Works within 12 months from the commencement date.

Clause 5 – Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

Employer Delhi Metro Rail Corporation
 Limited, Metro Bhawan, Fire
 Brigade Lane, Barakhamba
 Road,
 New Delhi 110001, India.

Consultant

.....,



Clause 6 – Integration

The Employer and the Consultant agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that it integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral.

and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 7 – Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 8 – Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9 – Jurisdiction of Court

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

This contract is made in three copies with identical wording. Both parties having thoroughly read and understood the contents hereof sign their names and affix the seal (if any) in the presence of witness and each shall retain one copy.

Delhi Metro Rail Corporation
Limited, the Employer

[Note 6]....., The Contractor

.....

.....

(.....
.....)

(.....
.....)

WITNESS

(.....)

(.....)



Notes: (for preparation of but not for inclusion in the engrossment of Contract Agreement)

1. If the Consultant comprises a partnership, consortium or joint venture, liability will be joint and several, and each member thereof must be identified.
2. In the case that the Consultant comprises a single company, this line should be deleted entirely, as also should be paragraphs (b) and (c) above.
3. In the case that the Consultant comprises a single company, the word "collectively" should be deleted from this line.
4. Enter the appropriate nature of the Consultant; company, partnership, consortium or joint venture as the case may be.
5. Enter the date of the appropriate resolution.
6. If the Consultant comprises a partnership, consortium or joint venture, each member thereof must execute.



Section -9
General Conditions of Contract



General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

"Project" means the project/work named in Special Conditions of Contract.

"Services" means the services to be performed by the Detailed Design Consultant pursuant to this contract.

"Client" means the Delhi Metro Rail Corporation Limited (also referred to as DMRC) which expression shall also include their legal successors and permitted assigns.

"Detailed Design Consultant" (DDC) means the party or the group/construction named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.

"Sub - Contractor" means the sub-consultant appointed by Consultant with the prior approval of the employer and in accordance with the procedure described in Special Conditions of Contract.

"Member", in case the Consultant comprises more than one entity means any of the entities. "Members" means all the entities.

"Member-in-Charge" means the Member authorised to act on the Members' behalf in exercising all the Consultant's rights and obligations towards the Client under their contract.

"Party" means DMRC or DDC as the case maybe and "parties" means both of them. "Third party" means any other person or entity as the context requires.

"Third party" means any other person or entity as the context requires.

"Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender and other documents which are listed in the Contract Agreement or in the Letter of Acceptance.

"Employer's Representative" means any of its officers nominated by DMRC and notified from time to time, to DDC.

"Engineer" means the person(s)-in-charge appointed by DMRC to supervise the detailed design consultancy works or any of its officers nominated by DMRC and notified from time to time.

"Day" means the period between any one midnight and the next.

"Month" means a period of one month according to the Gregorian calendar commencing with any day of the month.

"Rupees" means the currency of India, and shall be the currency used for the Project.

2. Interpretation

(i) The headings in the Agreement shall not be used in its interpretation.

(ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.



If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Service Agreement - SCC.

3. Obligations of DDC

3.1 Scope of Services to be performed by the DDC

- (i) DDC shall perform Services relating to the Project. The Scope of the Services is as stated in the tender documents.
- (ii) DDC shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.
- (iii) Where the Services include the co-ordination between the DDC and other consultants and contractors employed on the Project, the DDC shall provide such co-ordination. The DDC shall obtain, co-ordinate and submit to the Employer's Representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services.

3.2 Performance Guarantee

As stated in the 'Instruction to Tenderers', the successful DDC shall provide DMRC with a Performance Guarantee. Failure of the successful DDC to furnish the required Performance Guarantee shall be ground for the annulment of the award of the Contract and forfeiture of the Tender Security.

The date of completion shall be as mentioned in the completion certificate OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended.

DMRC reserves the right to forfeit the performance guarantee amount, in the event of termination of the Services in accordance with Clause 18 (ii) or (iii) of GCC.

In the event of any defect coming to the notice of DMRC within the period of 12 months from 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use', whichever is later and in the eventuality of the DDC failing to rectify the same, DMRC will forfeit the amount of the Performance Guarantee.

4. Change in Constitution

DDC shall promptly notify DMRC of any changes in the constitution of the DDC. It shall be open for DMRC to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the DDC, or on the addition or introduction of a new partner managing the Project for the DDC without the previous approval in writing of DMRC. But in absence of and until its termination by DMRC as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its



proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

5. Information

DMRC shall within a reasonable time give to DDC, free of cost, all information which he is able to obtain and which may pertain to the Services.

6. Decisions

On all matters properly referred to it in writing by DDC. DMRC shall give a decision in writing within a reasonable time.

7. Assistance

DMRC shall assist DDC in:

- (i) Providing unobstructed access wherever it is required for the Services.
- (ii) Providing access to other organisations for collection of information.

8. Supply/ Replacement of Personnel

The qualifications and experience of the personnel who are sent by DDC to work on the project shall be acceptable to DMRC. In case DMRC is not satisfied with the performance of any personal, the same shall be replaced on DMRC's request with a person acceptable to DMRC.

9. Representatives

For the administration of the Agreement the DDC shall designate the official or individual to be his representative.

10. Changes in Personnel

If it is necessary to replace any person of DDC, the latter shall immediately arrange for replacement by a person of comparable competence.

11. Liability of DDC to DMRC

DDC shall only be liable to pay compensation to DMRC arising out of or in connection with the Agreement if a breach of Contract is established against him.

Such compensation shall be limited to the amount specified for Professional indemnity Insurance.

12. Duration of Liability

DDC shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in Special Conditions of Contract, or such earlier date as may be prescribed by law.

13. Agreement Effective Date

The Contract shall come into effect from the date of issue of the Letter of Acceptance.



14. Commencement and Completion

The Services shall be commenced and completed at the times or within the periods stated in Special Conditions of Contract subject to extensions in accordance with the Agreement.

15. Modifications

The Contract can be modified in writing on application by either party only by written agreement of DDC and DMRC.

16. Delays and Liquidated Damages

16.1 Time is the essence of the Contract. It shall be the bounden duty of the DDC to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays without valid reason the DDC shall be liable to pay liquidated damages as given in SCC.

16.2 Liquidated damages shall be imposed as described in Special Conditions of Contract.

17. Exceptional Circumstances

If circumstances arise for which the DDC is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly dispatch a notice to DMRC.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 07 days for resumption of them.

18. Abandonment, Suspension or Termination by Notice of DMRC

(i) DMRC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to DDC who shall immediately make arrangements to stop the Services and minimise expenditure.

(ii) If DMRC considers that DDC is not discharging his obligations DMRC can inform the DDC by notice stating grounds for the notice. If a satisfactory reply is not received within 07 days of receipt of the notice by DDC. DMRC can by further notice terminate the Agreement provided that such further notice is given within 30 days of the DMRC's former notice.

(iii) If DDC is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then DMRC may terminate the Services of the DDC as per the procedure given in Clause 18 (ii) above.

DMRC may complete the project by whatever method may be deemed expedient and the DDC shall not be entitled to receive any further payment.

19. Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.



20. Payment to the DDC

DMRC shall pay the Lump Sum Price (which shall cover the sum total of all costs incurred by the DDC as set out in Special Conditions of Contract) to the DDC in stage payments for the performance of services as described in **Financial Proposal (Bill of Quantities)** of the tender documents. **GST shall be reimbursed to the DDC as applicable.**

21. Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, DMRC shall issue necessary clarification or instruction to the DDC, and the priority of the documents shall be as follows:

- (i) The Contract Agreement;
- (ii) The Letter of Acceptance;
- (iii) Pre & Post Bid Proceeds;
- (iv) Form of Tender;
- (v) BoQ/Payment Schedule;
- (vi) Notice Inviting Tender;
- (vii) Instruction to Tenderers;
- (viii) Scope of Work;
- (ix) The Special Conditions of Contract;
- (x) The General Conditions of Contract;
- (xi) The DDC's Proposal; and
- (xii) Any other document forming part of the Contract.

22. Time for Payment

Amounts due to the DDC will be paid promptly.

23. Currency of Payment

All payments shall be made in Indian Rupees.

24. Disputed Invoices

If any item or part of an item in an invoice submitted by the DDC is contested by DMRC, then DMRC shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

25. Languages and Law

In SCC, there is stated the language or languages of the Agreement, the ruling language and the law to which the Agreement is subject.

26. Assignment and Sub-Contracts

- (i) The DDC shall not, without the written consent of DMRC, assign the benefits from the Agreement other than money.
- (ii) The DDC shall not assign obligations under the Agreement (to Sub-Consultant / Sub-Contractors) without the written consent of DMRC.

The DDC shall not without the written consent of DMRC initiate or terminate any sub-contractor for performance of all or part of the Services.

27. Copyright

The copyright of all documents and drawings prepared by the DDC in performance of the Services under the Agreement shall be vested in DMRC.



Provided that the DDC may retain copies of the documentation prepared by them and may use and adapt the contents of such documentation for his own use.

28. Conflict of Interest

Unless otherwise agreed in writing by DMRC, the DDC and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.

The DDC shall not engage in any activity that might conflict with the interests of DMRC under the Agreement.

29. Notices

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in the Agreement. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

30. Publication

Unless otherwise specified in the Service Agreement, DDC, either alone, or jointly with others, can publish material relating to the Services. Publication shall be subject to approval by DMRC, if it is within two years of completion or termination of the Services.

31. Claims for Loss or Damage

Subject to Clause 11 of GCC, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between DMRC and the DDC, failing which the same shall be referred to arbitration in accordance with Clause 33 of GCC.

32. Taxes and Duties

The DDC and their personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the Contract Price.

33. Claims, Disputes, Conciliation and Arbitration

33.1 Procedure for Claims

If the DDC intends to claim any additional payment under any clause of these Conditions or otherwise, the DDC shall give notice to DMRC as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The DDC shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The DDC shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting DMRC's liability, DMRC shall on receipt of such notice, inspect such records, monitor the record-keeping and/or may instruct the DDC to keep further contemporary records. The DDC shall permit DMRC to inspect all such records, and shall (if instructed) submit copies to DMRC.

Within 28 days of such notice, or such other time as may be agreed by DMRC, the DDC shall send to DMRC a fully detailed claim which includes full



supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) DDC shall send further interim claims at monthly intervals, giving the accumulated amount claimed, and such further particulars as DMRC may reasonably require; and
- c) the DDC shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by DDC and approved by DMRC.

If DDC fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

33.2 Payment for Claims

The DDC shall be entitled to have included in any Interim Payment Certificate such amount for any claim as DMRC considers due. If the particulars supplied are insufficient to substantiate the whole of the claim, the DDC shall be entitled to payment for such part of the claim as has been substantiated.

33.3 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Clause 33. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 33 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

33.4 Notice of Dispute

For the purpose of Sub-Clause 33.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by DMRC.

33.5 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re-enactment thereof and in accordance with this Clause.

33.6 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.



Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

33.7 Conciliation Procedure

- a) DMRC shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the DDC who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re-enactment thereof.

There will be no objection if conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.

DMRC and the DDC shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.



The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

33.8 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- a) by the signing of the settlement agreement by the parties on the date of agreement; or
- b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

33.9 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made under Clause 33.1 but could not be settled through Conciliation, together with counter claims or set off, given by DMRC, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Sr.GM/Contracts on behalf of Managing Director, Delhi Metro Rail Corp. Rail Limited, New Delhi (MD/DMRC) at following address:
Office of Sr. GM/Contracts,
Delhi Metro Rail Corporation Ltd. 5th Floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road, New Delhi – 110001
Tel: 011-23415838
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2019 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

33.9.1 Number of Arbitrators: The arbitral tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;



- ii) 3 (Three) arbitrators in all other cases.

33.9.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by Sr.GM/Contracts on behalf of MD/DMRC, DMRC will forward a panel of 03 names to the DDC. The DDC shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by DMRC. In case the DDC fails to choose one Arbitrator within 30 days of dispatch of the request of DMRC then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) In case of 3 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by Sr.GM/Contracts on behalf of MD/DMRC, DMRC will forward a panel of 5 names to the DDC. The DDC will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by DMRC.
 - b) DMRC will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the DDC, within 30 days from the receipt of the consent for one name of the Arbitrator from the DDC. In case the DDC fails to give his consent within 30 days of dispatch of the request of DMRC then MD/DMRC shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to the DDC or from the larger panel of Arbitrators to be provided to them by DMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment date, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.
 - d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
 - e) DMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the DDC.

33.9.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 33.9.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:



Arbitrator shall be;

a Working / Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction/ Consultancy Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- 33.9.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal including having due regard to the delay in making it.
- 33.9.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 33.9.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2019 or as amended up to date.
- 33.9.7 If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the contractor(s), he/they will be deemed to have waived his/their claim(s) and DMRC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 33.9.8 Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 33.9.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their



guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

33.9.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal.

33.9.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 30 days of the receipt of award.

33.9.12 A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

33.10 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

33.11 Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by DMRC from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by DMRC or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by DMRC and the DDC. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

33.12 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, dispute, issue arising out of or under the Contract or connected with the Contract, the Appropriate court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties, issues, dispute arising out of or under the Contract or connected with the Contract between the Parties.

33.13 Suspension of Work on Account of Arbitration

The reference to Conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of DMRC, DMRC and the DDC shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the DDC shall continue to be made in terms of the Contract.

34. Force Majeure

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable



circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.

The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.

If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.

In case of doubt, or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.

Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.

If the Contract is terminated under this Clause, the Consultant shall be paid fully for the work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have effect as such.

35. Detailed Design Consultant's Warranty of Design

The DDC shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the DDC's proposal.

The DDC warrants that the DDC's Proposals meet DMRC's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of DMRC's Requirements or any part thereof, the DDC's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at DDC's own cost.

The DDC warrants that the Works have been or will be designed to the highest standards available using proven up-to-date good practice.

The DDC shall indemnify DMRC against any damage, expense, liability, loss or claim, which DMRC might incur, sustain or be subject to arising from any breach of the DDC's design responsibility and/or warranty set out in this Clause.



The DDC further specifies and is deemed to have checked and accepted full responsibility for the DDC's Proposal and warrants absolutely that the same meets DMRC's Requirements.

- i. Notwithstanding that such design may be or have been prepared, developed or issued by DMRC, any of DDC's consultants, his sub Consultants and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
- ii. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
- iii. Notwithstanding that the same have been accepted by DMRC.

The DDC shall be fully responsible for the drawings, designs etc. & preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the DMRC's requirements.

No claim for additional payment or extension of time shall be entertained and/or the DDC shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in or between the DDC's Definitive Design and the final design, or any failure by the DDC to prepare any Design Data or submit the same to DMRC in due time and the DDC shall promptly make good any such defect at his own cost.

36. Professional Indemnity Insurance (PII)

The DDC shall effect and maintain professional Indemnity Insurance (PII) with AOA (any one accident) limit in **INR equal to contract value** in respect to all works covered under scope of work to be carried out by, or on behalf of them with AOY (any one year) limit of **two incidents in a year**. PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to DDC. The insurance which shall ensure the DDC's liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until two years after commissioning of work. It is a deemed accepted condition of contract that the DDC indemnifies and save harmless DMRC from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc.

DMRC will not issue final payment certificate until the DDC has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period.

In the professional indemnity insurance policy the deductible amount shall not be more than 5% of AOA limit.

37.33 Corrupt and fraudulent practices

37.33.1 Definition

The employer requires that the bidders/ contractors, their designated contractors and/or their agents observe the highest standards of ethics during



tendering and execution of this contract. In pursuance with this policy, the employer:

- a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to any officer/employee of DMRC or Engineer or to any other person to influence in the procurement process or in Contract execution and/or after the execution of the Contract.
 - ii. "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or during the execution of a Contract and/or after the execution of the Contract, which may or may not be to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition and further includes concealment or misrepresentation of facts leading to breach of any of the Contract condition during execution of the Contract which may or may not be to the detriment of the Employer.
 - iii. "collusive practice" means amongst Bidders (prior to or after bid submission) a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive DMRC of the benefits of free and open competition.
 - iv. "coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any Agency or DMRC or its employees/ consultants or its property, to influence improperly the actions of an Agency or DMRC or its employees/ consultants, obstruction of any investigation or auditing of a Procurement/ Contract process.
 - v. Breach of any of the contract condition during execution.
 - vi. "Suspension": Business dealings with an Agency may be suspended in exceptional cases if there is gross and blatant violation of the provisions of the Suspension/ Banning Policy by the Agency and it is considered not desirable to continue the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.
 - vii. "Banning": Shall mean officially debarring or forbidding an Agency from participating as Vendor/ Supplier/Contractor etc. with DMRC, for its requirement related to all Tenders / Contracts. Business dealings with an Agency may be banned if it violates/ infringes the provisions of the Suspension/ Banning policy of the DMRC. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the Agency) and upto five years.
- b) If it is found that the Bidder/Contractor has indulged in corrupt/fraudulent/ collusive/coercive practices, actions such as rejection of bid/forfeiture of Tender Security or rescission/termination of Contract/forfeiture of Performance Security etc. shall be taken as per Suspension/Banning Policy of DMRC.



- c) The successful Bidders/Contractors shall apprise the Employer through Chief Vigilance Officer, DMRC of any fraud/suspected fraud/corrupt practices as soon as it comes to their notice.

37.33.2 Compensation to Contractor on rescission of Contract

In the event of rescission of Contract under Sub-clause 37.33.1, the Contractor shall not be entitled to any compensation whatsoever, except for the Work done up to the date of rescission, payable as per the provisions of the Contract.

38. Termination of the Contract

38.1 Notice to Contractor

If the contractor fails to carry out any of his obligations, or if the contractor is not executing the works in accordance with the contract, the engineer may give notice to the contractor requiring him to make good such failure and remedy the same within such time as the employer/ engineer may deem to be reasonable.

38.2 Termination of Contract due to Contractor's Default

38.2.1 Conditions leading to termination of contract

The employer shall be entitled to terminate the contract if the contractor or any one of its constituents.

- a) fails to comply with a notice under sub clause 38.1
- b) abandons or repudiates the contract
- c) without reasonable excuse acceptable to the engineer, fails to commence the works in accordance with the contract
- d) sub contracts the whole of the works or assigns the contract without approval of the employer
- e) become bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the engineer or contravenes any provisions of the contract, or
- g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress, or
- h) fails to remove materials from the site, or pull down and replace work, after receiving notice from the engineer to the effect that the said materials or works have been condemned or rejected, or
- i) fails to take steps to employ competent and/or additional staff and labour, or
- j) fails to afford the engineer or his representative proper facilities for inspecting the works or any part thereof, or
- k) indulges in corrupt or fraudulent practices as explained in clause 37.33.



Section -10
Special Condition of Contract



Section 10. Special Condition of Contract

Notes on Special Condition of Contract

The Special Condition of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall consultancy Works. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Clause numbers in the SCC correspond to those in the GCC.



Special Conditions of Contract (SCC)

1. Definitions	
	<p><u>GCC Clause 1 is replaced with the following:</u></p> <p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.b) “Employer” means the DMRCc) “Consultant” means any private or public entity that will provide the Services to the Employer under the Contract.d) “Contract” means the Contract Agreement, the Letter of Acceptance, the letter of tender, General Conditions of Contract, the Notice Inviting Tender, Instructions to Tenderers, the Contractor's Proposal, the Sections, and such further documents which are listed in the Letter of Acceptance or Contract Agreement (in completed).e) “Contract Price” means the sum stated in the letter of acceptance as payable to the Contractor, subject to such additions thereto or deductions therefrom as may be under the provisions of the contract.f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 13 of GCC & SCC.g) “Foreign Currency” means any currency other than the currency of the Employer’s country.h) “GCC” means these General Conditions of Contract.i) “Government” means GOI and any other state government as the case may be.j) “Local Currency” means the Indian Rupees.k) “Member” means any of the entities that make up the joint venture/consortium, and “Members” means all these entitiesl) “Party” means the Employer or the Consultant, as the case may be, and “Parties” means both of them.m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.n) “SCC” means the Special Conditions of Contract by which the



	<p>GCC is amended or supplemented</p> <p>o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Terms of Reference (Section 7) hereto.</p> <p>p) "In writing" means communicated in written form with proof of receipt.</p> <p>q) "NFBR" means Non Fare Box Revenue</p> <p>r) The word "Work"/" Project" means "Services".</p> <p>s) "Engineer" means the person(s)-in-charge appointed by DMRC to supervise the consultancy works or any of its officers nominated by DMRC and notified from time to time.</p> <p>t) "Detailed Design Consultant" (DDC) may be read as "Consultant" that means the party or the group named in the agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.</p> <p>u) "Agreement Value" means "Contract Price".</p>
3. Obligations of DDC	<u>GCC sub clause (3.1) of Clause 3 is replaced with the following:</u>
3.1 General	
3.1.1 Standard of Performance	<p>a) The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to DMRC, and shall at all times support and safeguard DMRC's legitimate interests in any dealings with sub- Consultant or Third Parties.</p> <p>b) Terms of Reference The scopes of Services to be performed by the Consultant are specified in the Terms of Reference (the "TOR") at Section-7 of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.</p> <p>c) Applicable Laws The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Laws.</p>



3.1.2	Deleted
3.3 Confidentiality	<p>a) The Consultant and its Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, designs software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by DMRC to the Consultant, and the Personnel; any information provided by or relating to DMRC, its technology, technical processes, business affairs or finances or any information relating to DMRC's employees, directors, officers or other professionals or suppliers, customers, or contractors of DMRC, and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information") without the prior written consent of DMRC.</p> <p>b) Notwithstanding the aforesaid, the Consultant and its Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:</p> <p>(i) Was in the public domain prior to its delivery to the Consultant and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant and its Personnel of either of them;</p> <p>(ii) was obtained from a third party with no known duty to maintain its confidentiality;</p> <p>(iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant and its Personnel of either of them shall give DMRC, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment ;</p> <p>(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.</p>



3.4	Deleted
3.5 Accounting, Inspection and auditing	<p>The Consultant shall,</p> <ul style="list-style-type: none">(i) Keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges), and(j) Permit DMRC or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by DMRC
3.6 Consultant's Actions Requiring Employer's Prior Approval	<p>The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none">(a) appointing such members of the Personnel not listed by name in form TECH -6, and(b) any other action that may be specified in this agreement
3.7 Reporting Obligations	<p>The Consultant shall submit to DMRC the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.</p>
3.8 Documents Prepared by the Consultant to be the Property of the Employer	<ul style="list-style-type: none">(a) All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of DMRC, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to DMRC, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.(b) The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of DMRC.
3.9 Equipment and materials furnished by DMRC	<p>Equipment and materials made available to the Consultant by DMRC shall be the property of DMRC and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to DMRC, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of DMRC. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by DMRC in writing, insure them in an amount equal to their full replacement value.</p>
3.10 Providing access to Project Office and Personnel	<p>The Consultant shall ensure that DMRC, and officials of DMRC having authority from DMRC, are provided unrestricted access to the Project Office and to all Personnel during office hours. DMRC's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.</p>



3.11 Accuracy of Documents	<p>The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify DMRC against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practices. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/investigations.</p>
3.12 Insurance to be taken out by the Consultant	<p>3.12.1</p> <ul style="list-style-type: none">a) The Consultant shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the DMRC, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the DMRC, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the DMRC shall, apart from having other recourse, available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the DMRC.c) Except in case of Third Party liabilities, the insurance policies so procured shall mention the DMRC as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard. <p>3.12.2 The Parties agree that the risks and coverage's shall include but not be limited to the following:</p> <ul style="list-style-type: none">a) Employer's liability and employees compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws



<p>3.2 Performance Guarantee</p>	<p><u>GCC Sub Clause 3.2 of clause 3 is replaced with the following:</u></p> <p>a) Within 30 days from date of issue of the Letter of Acceptance, the successful tenderer shall furnish Performance Security, for an amount of three percent of Contract Value in types and proportions of currencies in which the Contract Price is payable either in the form of Bank Draft, FDR or in the form of Bank Guarantee from a branch in India of scheduled foreign Bank or from a schedule Commercial Bank in India acceptable to the Employer. The performance security shall be valid upto 06 (six) months beyond the completion period.</p> <p>b) DMRC shall also retain by the way of retention amount (the "Retention Amount"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement. The balance remaining amount retained shall be repaid to the Consultant, upon the issue of a Certificate of Completion of the Services, by DMRC.</p> <p>c) Encashment and appropriation of Performance Security and Retention Amount. DMRC shall have the right to invoke and appropriate the proceeds of the Performance Security and Retention Amount, in whole or in part, without notice to the Consultant in the event of breach of this Agreement.</p> <p>d) In case, if Contract is terminated due to Contractor's default in terms of SCC Clause 38, the full 3% Performance Security amount shall be forfeited. Shortfall amount, if any, shall be recovered by the Employer from monies due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance from monies due to the Contractor under any other Contract between the Employer and the Contractor.</p> <p>In case the Contract value exceeds beyond 25% of the Original Contract Value, the Contractor shall have to submit additional Performance Security as follows:</p> <p>a. If variation amount on plus side exceeds 25% of the Original Contract Value either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of 3% of the variation amount exceeding 25% of the Original Contract Value.</p> <p>b. No additional Performance Security will be required to be submitted if the variation amount on plus side is within 25% of the Original Contract Value.</p> <p>e) The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per Annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case</p>
---	---



	<p>the Consultant fails to submit the requisite Performance Security within 60 days from the date of Issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Consultant shall be debarred not only from participating in re-tender for that work but also in any tender of DMRC for a period of one year from date of issue of letter of annulment of LOA.</p> <p>f) In case of JV/Consortium, the requirement of Performance Security shall be distributed between/among the members as per their percentage participation. The constituent members shall submit Performance Security (as per their % participation in JV / consortium) from their respective bank accounts. Performance Security executed from the bank accounts of JV/Consortium or any other bank account shall not be accepted.</p> <p>g) Release of Performance Security: The Performance Security shall become due and shall be paid to the consultant on signing of the Performance Certificate after completion of services.</p>
5. Information	<u>GCC Clause 5 is deleted</u>
7. Assistance	<u>GCC Clause 7 is deleted</u>
8. Supply/ Replacement of Personnel	
	<u>GCC Clause 8 is replaced with the following:</u>
8.1 General	The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.
8.2 Deployment of Personnel	<p>(a) The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Form Tech- 07 of this Agreement.</p> <p>(b) If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between DMRC and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 20.1(a).</p>
8.3 Approval of Personnel	<p>a) The Professional Personnel listed in Form Tech- 07 of the Agreement are hereby approved by DMRC. No other Professional Personnel shall be engaged without prior approval of DMRC.</p> <p>b) If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to DMRC its proposal along with a CV of such person in the form provided at Form-Tech-6 of the RFP. DMRC may approve or reject such proposal within 14</p>



	<p>(fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for DMRC's consideration. In the event DMRC does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 8.3, it shall be deemed to have been approved by DMRC</p>
8.4 Substitution of Key Personnel	<p>DMRC expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. DMRC will not consider any substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of six Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DMRC</p>
8.5 Working hours, overtime, leave, etc.	<p>The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of DMRC, and the Consultant shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.</p>
8.6 Team Leader	<p>The person designated as the Project Manager of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.</p>
9.Representatives	
	<p><u>GCC Clause 9 is replaced with the following:</u></p> <p>a) Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by DMRC or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 9.</p> <p>b) DMRC may, from time to time, designate one of its officials as DMRC Representative. Unless otherwise notified, the DMRC Representative shall be:</p> <p>General Manager / Property Development -1 DMRC, Office of Director Business Development 25, Ashoka Road, New Delhi-110001.</p>



	<p>c) The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:</p> <p>-----</p> <p>-----</p> <p>Tel.....</p> <p>Fax.....</p>
<p>11 Liability of the Consultant</p>	<p>11.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>11.2 Consultant's liability towards DMRC</p> <p>(a) The Consultant shall be liable to DMRC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p> <p>11.3 The Parties hereto agree that expect in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to DMRC's property, shall not be liable to DMRC:</p> <p>(a) For any indirect or consequential loss or damage; and</p> <p>(b) for any direct loss or damage that exceeds (1.) the Agreement Value set forth in Clause 20.1 (a) of SCC of this Agreement, or (2.) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A)or(B) is higher.</p> <p>(c) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p>
<p>14. Commencement and Completion</p>	
	<p><u>Following is added in clause 14 of GCC:</u></p> <p><u>Commencement of work:</u></p> <p>The date of Commencement shall be the date given in Letter of Acceptance (LOA) or Employer's Notice to Proceed</p> <p><u>Completion of work:</u></p> <p>The whole of the scope of work has to be completed within 12 months</p>



15. Modifications	
	<p><u>GCC Clause 15 is replaced with the following:</u></p> <p>Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party</p>
16. Delays and Liquidated Damages: This clause may be read as deleted	
18. Abandonment, Suspension or Termination by Notice of DMRC	
	<p><u>Following is added after Para 18 (iii) of clause 18 of GCC:</u></p> <p>(iv) Suspension of Agreement.- DMRC may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension(i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p>
20. Payment to the DDC	
	<p><u>GC Clause 20 is replaced with the following:</u></p>
20.1 Cost estimates and Agreement Value or Contract Price	<p>a) The cost of the Services payable to the Consultant is set forth in Bill of Quantities of the Agreement and same is termed as "Agreement Value or Contract Price"). .</p> <p>b) Except as may be otherwise agreed under Clause 15 of SCC and subject to Clause 20.1.C, the payments under this Agreement shall not exceed the agreement value specified herein.</p> <p>c) Notwithstanding anything to the contrary contained in Clause 20.1 (a), if pursuant to the provisions of Clauses 15 & 34 of SCC, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 20.1(a) above, the Agreement Value set forth in Clause 20.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p> <p>d) In the event of exemption of custom duties, GST (CGST/IGST/SGST etc.) or any other cess/levy being granted by</p>



	<p>the Government in respect of the Works, the benefit of the same shall be passed on to Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer, so that the Employer is able to avail the reimbursement for which DMRC may issue a procedure order separately. Alternatively, the Employer may direct the Contractor to get the reimbursements based on exemption certificates / government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to DMRC.</p> <p>e) The contract price, subject to any adjustment thereto in accordance with contract conditions shall be inclusive of all taxes, duties, levies, royalties etc. except GST which will be paid extra as applicable.</p>
<p>20.2 Mode of billing and payment</p>	<p>Billing and payments in respect of the Services shall be made as follows:-</p> <p>a) No Advance in any respect is payable in this contract.</p> <p>b) Payment Schedule: The Consultant shall be paid for its services as per the Payment Schedule at detailed in Clause 7 of Section-7 of this Agreement after deduction of 5% retention money from every bill, subject to the Consultant fulfilling the following conditions:</p> <p>(i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of DMRC the work pertaining to the preceding stage.</p> <p>(ii) DMRC shall pay to the Consultant, only the undisputed amount.</p> <p>c) DMRC shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by DMRC of duly completed bills with necessary particulars (the "Due Date").</p> <p>d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by DMRC. The Services shall be deemed completed and finally accepted by DMRC and the final report and final statement shall be deemed approved by DMRC as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by DMRC unless DMRC, within such 90(ninety) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which DMRC has paid or caused to be</p>



	<p>paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to DMRC within 30(thirty) days after receipt by the Consultant of notice thereof.</p> <p>(e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to DMRC by the Consultant.</p>
21. Priority of Documents	<u>GCC Clause 21-point no. (iv) may be read as deleted.</u>
25. Languages and Law	<u>GCC Clause 25 is added with the following:</u>
25.1 Governing law and jurisdiction	This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have jurisdiction over matters arising out of or relating to this Agreement.
25.1 Language	All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.
26. Assignment and Sub-Contracts	Sub contacting is not permitted
28. Conflict of Interest	<p><u>GCC Clause 28 is replace with the following:</u></p> <p>a) The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.</p> <p>b) Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works ,services, loans or equity for any project resulting from or closely related to the services and any breach of this obligation shall amount to a Conflict of Interest..</p> <p>c) Prohibition of conflicting activities Neither the Consultant nor the Personnel of either of them shall engage, either directly or in directly, in any of the following activities:</p> <ol style="list-style-type: none">I. during the term of this Agreement, any business or professional activities in India which would conflict with the activities assigned to them under this Agreement;II. after the termination of this Agreement, such other activities as may be specified in the Agreement; orIII. at any time, such other activities as have been specified in the RFP as Conflict of Interest.IV. Consultant not to benefit from commissions, discounts, etc. <p>The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this</p>



	Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub- Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
29. Notices	
	<u>GCC Clause 29 is replaced with the following:</u>
	<p>Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:</p> <p>(a) in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in clause 9 of SCC or to such other person as the Consultant may from time to time designate by notice to the DMRC; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, airmail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the DMRC;</p> <p>(b) in the case of DMRC, be given by facsimile and by letter delivered by hand and be addressed to the DMRC with a copy delivered to the DMRC Representative set out below in Clause 9 of SCC or to such other person as DMRC may from time to time designate by notice to the Consultant; and</p> <p>(c) any notice or communication by a Party to the other Party, given in</p> <p>(d) accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered.</p>
30. Publication	This clause may be read as deleted.
31. Claims for Loss or Damage	
	<u>GCC Clause 31 is replaced with the following:</u>
	Subject to Clause 3.4 of SCC, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between DMRC and the DDC, failing which the same shall be



	referred to arbitration in accordance with Clause 33.9 of GCC.
34. Force Majeure	
	<u>GCC Clause 34 is replaced with the following:</u>
34.1 Definition	<p>In this Clause, "Force Majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a Party to perform, including but not limited to:</p> <ul style="list-style-type: none">a) act of God;b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;c) rebellion, revolution, insurrection, or military or usurped power, or civil war;d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste' from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works. <p>If a Party considers that it may be affected by Force Majeure, the party shall promptly notify the other Party and Engineer of such Force Majeure within 21 days of such occurrence. If neither Party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have no effect as such.</p>
34.2 Effect of Force Majeure Event	<p>Neither the Employer nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of Notice to Proceed. Upon the occurrence of such Force Majeure, the affected Party shall endeavor to continue to perform its obligations as far as reasonably practicable.</p>
34.3 Contractor's Responsibility	<p>If affected by such Force Majeure, the Contractor shall promptly notify the Engineer of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Engineer.</p>
34.4 Employer's Responsibility	<p>If affected by such Force Majeure, the Employer shall promptly notify the Engineer and the Contractor of any proposals for overcoming the consequences of the Force Majeure.</p>
34.5 Payment to Contractor	<p>No additional payment on account of Force Majeure will be paid to the consultants.</p>



34.6 Resumption of Work	<p>The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.</p> <p>In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this Clause, the decision of the Engineer shall be final and binding.</p> <p>Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any Work that has been measured shall be borne by the Employer.</p>
34.7 No Breach of Contract	<p>The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
34.8 Measures to be taken	<p>(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later Than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <p>(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p>
34.9 Extension of Time	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
34.10 Consultation	<p>Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances</p>
35. Detailed Design Consultant's Warranty of Design: This clause may be read as deleted.	
36. Professional Indemnity Insurance (PII): This clause may be read as deleted.	
a. Termination of Contract due to Contractor's Default	



	<u>GCC Clause 38.1 is replaced with the following:</u>	
38.1 Termination by DMRC	<p>DMRC may, by not less than thirty (30) day's written notice of termination to the Consultant, such notice to be given after the occurrence of any of the event specified in this Clause 38.2, terminate this Agreement if:</p> <ul style="list-style-type: none">(i) The Consultant fails to remedy any breach here of or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 18 (iv) herein above, within thirty(30) days of receipt of such notice of suspension or within such further period as DMRC may have subsequently granted in writing;<ul style="list-style-type: none">a) the Consultant becomes insolvent or bankruptb) bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;d) the Consultant submits to DMRC a statement which has a material effect on the rights, obligations or interests of DMRC and which the Consultant knows to be false;e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; org) DMRC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.	
38.2 Termination by Consultant	<p>The Consultant may, by not less than thirty (30) day's written notice to DMRC, such notice to be given after the occurrence of any of the events specified in this Clause 38 terminate this Agreement if:</p> <ul style="list-style-type: none">(a) DMRC fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 33 of GCC hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue;(b) DMRC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have	



	<p>subsequently granted in writing) following the receipt by DMRC of the Consultant's notice specifying such breach;</p> <p>(c) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(d) DMRC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 33 of GCC hereof.</p> <p>(e) Cessation of rights and obligations Upon termination of this Agreement pursuant to clause 38 of GCC hereof, or upon expiration of this Agreement pursuant to Clauses 7 (of SCC Additional Clauses) hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none">i. such rights and obligations as may have accrued on the date of termination or expiration,ii. the obligation of confidentiality set forth in Clause 3.3 of SCC hereof,iii. the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.5 hereof, and any right which a Party may have under the Applicable Law. <p>(f) Cessation of Services Upon termination of this Agreement by notice of either Party to the other pursuant to Clause 38 of SCC hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by DMRC, the Consultant shall proceed as provided respectively by Clause s 3.8 or 3.9 of SCC hereof.</p> <p>(g) Payment upon Termination Upon termination of this Agreement pursuant to Clause 38 of SCC hereof, DMRC shall make the payments of remuneration pursuant to Clause 20 of GCC hereof for Services satisfactorily performed prior to the date of termination, to the consultant (after offsetting against these payments any amount that may be due from the consultant to the DMRC).</p>
38.3 Disputes about Events of Termination	If either Party disputes whether an event specified in Clause 38 of SCC hereof has occurred, such Party may, within 30 (thirty) days after receipt



	of notice of termination from the other Party, refer the matter to conciliation pursuant to Clause 33 of GCC hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award
Some additional clauses	
1. Location	The Services shall be performed at such locations in Delhi NCR and, where the location of a particular task is not so specified.
2. Authority of Member in Charge	In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards DMRC under this Agreement, including without limitation the receiving of instructions and payments from DMRC.
3. Obligations of The Employer	
3.1. Assistance in clearances etc.	Unless otherwise specified in the Agreement, DMRC shall make best efforts to ensure that the DMRC shall help Consultant in arranging for: a) the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant, or its Personnel to perform the Services; b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
3.2. Access to land and property	DMRC warrants that the Consultant shall have, free of charge, unimpeded access to all land and property at the Station in respect of which access is required for the performance of Services, provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services.
3.3 Change in Applicable Law	If, after the date of this Agreement, there is any change in the Applicable Laws with respect to GST which increases or decreases the cost incurred by the Consultant in performing the Services, same shall be born/ recovered by DMRC.



Section -11

Appendices

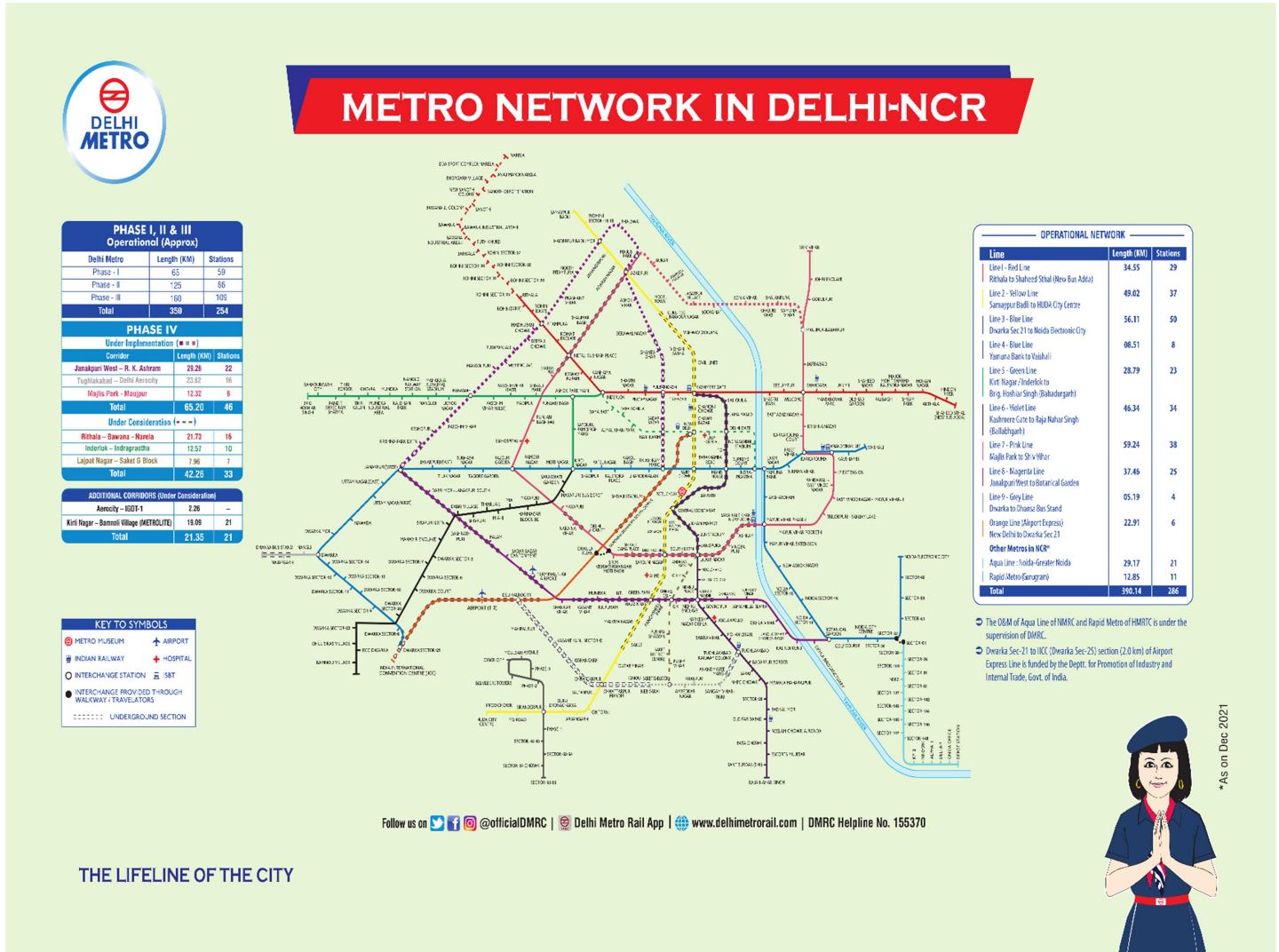
DELETED



SECTION- 12
ANNEXURES



Annexure 1: Delhi MRTS Networks Plan





ANNEXURE- 2A

(Undertaking as per Clause 6.1 G4a of Section-4)

We do hereby undertake that DMRC / Any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministry has not banned business with us as on the date of tender submission. Also none of the work has 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 tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. In case of JV/Consortium/ JV, the undertaking shall be submitted by each member of the JV/Consortium/ JV.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium/ JV.



ANNEXURE- 2B

(Undertaking as per Clause 6.1 G4b of Section-4)

**(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)
(to be submitted by tenderer (single entity) or by each member separately in case of
JV/Consortium)**

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any **Consultancy works** awarded by DMRC / Any other Metro organisation (100 % owned by Govt.), executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.



ANNEXURE- 2C

(Undertaking as per Clause 6.1 G4c of Section-4)

(UNDERTAKING FOR FINANCIAL STABILITY)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.



ANNEXURE- 2D

(Undertaking as per Clause 6.1 G4d of Section-4)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

Applicant's legal name.....

Date.....

JV/Consortium Member's legal name.....

Page.....Of.....Pages

Net Worth of the tenderer/ JV/Consortium Member INR* .. Crore during last audited financial year

S.No.	Contract Identification	Year of award	Total Completed cost (Current value in case of ongoing work) (INR*)	Total amount in dispute (Including claims & counterclaim) (INR*)	Applicant's percentage participation (in case of work executed by the applicant in JV/Consortium)	Applicant's share of disputed amount (INR*)
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5)X(6)
	Contract Identification: Name of Employer: Address of Employer: Matter in dispute: <i>[indicate main issues in dispute]</i> Status of dispute: <i>[indicate if it is under Arbitration or being dealt with by the Judiciary]</i>					
1						
2						
Add required number of rows						
	Total of amounts of all contracts in dispute (INR*)					
	Percentage of net worth					

* or respective currency

STAMP & SIGNATURE OF AUTHORISED SIGNATORY



Note:

1. In case of JV/Consortium, this information shall be submitted by each member of the JV/Consortium.
2. This information shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members countersigned by the authorized signatory of tenderer



ANNEXURE- 3

CONTRACT PD/PB/NFBR/01/2022

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of (Month & year) between Bank of..... (Hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the contract for (Name of work as per Section-2 of NIT) (Hereinafter called the contract) to (Name of the Consultant) hereinafter called the Consultant.
3. AND WHEREAS the Consultant is bound by the said Contract to submit to the Employer a Performance Security for a total amount of (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of (Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of(Amount of Guarantee) as aforesaid without reference to the Consultant and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid as stated in "24 of Section -4 ITC".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Consultant or if the Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Consultant.
8. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Consultant.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.



11. The expressions "the Employer", "the Bank" and "the Consultant" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
- Our liability under this Bank Guarantee shall not exceed (.....)
 - This Bank Guarantee shall be valid up to
 - We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of the.....Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

Notes:

- The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- The 'Bank Guarantee' shall be from a branch in India of a Scheduled foreign bank or from a Scheduled Commercial Bank in India, acceptable to Employer.
- The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.
- A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: ICICI Bank Ltd. 9A, Phelps Building, Connaught Place, New Delhi -110001 IFSC Code: - ICIC0000007.
- Following codes are to be used by issuing bank:-
For the purpose of issuance and amendment of Bank Guarantee:-

Code	Purpose
MT760/IFN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment

For the purpose of confirmation of issuance and amendment of Bank Guarantee:-

Code	Purpose
IFN760 COV	Confirmation of Bank Guarantee Issuance
IFN767 COV	Confirmation of Amendment in Bank Guarantee

- Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable to the employer.



ANNEXURE- 4

To,
 The Delhi Metro Rail Corporation Limited
 Metro Bhawan, Fire Brigade Lane,
 Barakhamba Road,
 New Delhi-110001.

Dear Sir/ Madam

Sub: - Issuance of FDR..... amounting to Rs.....valid till.....

It is hereby certified that FDR bearing number.....dated..... amounting to Rs..... (Amount in figure and words) has been issued by (Name of the Bank) branch address The maturity value is Rs.on dated

This FDR has been issued on the request of M/s.....(Name of the Consultant) under the Contract No..... This FDR shall be encashed/redeemed without any consent / letter from the Consultant M/s.....(Name of the Consultant) on the demand by M/s Delhi Metro Rail Corporation Limited. The Consultant cannot encash / premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of DMRC

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of

(Name of the Bank)

Signature.....

Name:

Designation:

Stamp of Bank.....



Annexure: 5

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

Sr. No	Category	Points	Remarks
(i)	Experience of the Consultants a) Revenue maximisation projects completed in urban infrastructure/commercial projects in India or overseas under eligibility criteria..... (6.67)	40	(a) 7 -09 yrs = 70% = 4.67 M 09-12 yrs = 85% = 5.67 M >12 yrs = 100% = 6.67 M
	b) Revenue maximisation projects completed in Transport sector in India and/or overseas10.67)		(b) 03 - 05 Projects =70%=7.46 M 05-07 Projects =85%=9.06 M >07 Projects=100% =10.67 M
	c) "Non-Fare Box Revenue" Revenue maximisation projects completed for Metro railway networks in India and /or overseas16.00)		(c) 1 -2 Projects =70%=11.20 M 3 - 5 Projects =85%=13.60 M >5 Projects=100% =16.00 M
	d) "Non-Fare Box Revenue" Revenue maximisation projects completed for Metro railway in India with at least 5 stations(6.66)		(d) 5 -14 stations =70%= 4.66 M 15 -25 stations =85%=5.66 M >25 stations =100% = 6.66M
(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Understanding of Scope of Services(3.34) b) Approach & Methodology.....(5.00) c) Work Plan/ Activity Schedule(4.00) d) Organization & Staffing and Manning Schedule/deliverable (2.66) e) Presentation.....(5.00)	20	
(iii)	Key professional staff qualifications and competence for the assignment: 1) Team Leader (Strategy & Program management).....(12.0) 2) Bid process management Specialist	40	Evaluation criteria and structure for Key Personnel/ professionals against assigned Marks



(Dy. Team Leader)....(10.0)		
3) Transit Media & Transit Specialist(8.0)		1) General qualifications [30%]
4) Architectural Expert(6.0)		2) Adequacy for the assignment [65%]
5) Consultant.....(4.0)		3) Familiarity with language and conditions of DMRC [5%]
Total	100	

For qualifying score under technical proposal, a bidder has to score at least 70 % .

List of Key Personnel/ professionals: Qualification, Experience

Sr. No.	Key Personnel	Educational Qualifications	Experience in Assignments
1.	Team Leader (Strategy & Program management) Assigned Marks = 12	<p>i) Full time MBA in relevant field or equivalent from a recognized/ reputed institute/ university (Education (50% of 3.6 M) = 1.8 M PG- 100%= 1.8 M</p> <p>ii) Minimum 15-year experience in urban Infrastructure/ commercial revenue projects. (Overall Exp.(50% of 3.6 M)= 1.8 M 15 Yrs to 17= 70% = 1.26 M 18 to 20 Yrs= 85% = 1.53 M > 20 yrs = 100% = 1.8 M</p> <p>iii) Familiarity with language and conditions of Delhi & NCR (0.6 M) (Yes = 0.6 M, No = Nil)</p>	<p>i) Completed commercial/ revenue maximisation and Strategy & Program management studies for at least 3 (three) projects in transport sector as team leader in India and/ or overseas as team leader [Cr. i – (30% of 7.8 M) = 2.34 M]</p> <p>3 – 6 commercial/ revenue maximization = 70% = 1.64 M</p> <p>7 - 10 commercial/ revenue maximization = 85% = 1.99 M</p> <p>>10 commercial/ revenue maximization = 100% = 2.34 M</p> <p>ii) Complete/ongoing commercial/ revenue maximization and Strategy & Program management consultancy project for at least 1(one) metro project in India or overseas as team leader. [Cr. ii- (60% of 7.8 M) = 4.68 M]</p> <p>1 - 2 Metro Projects = 70% = 3.26 M</p> <p>3 - 4 Metro Projects = 85% = 3.98 M</p> <p>5 Metro Projects =100% = 4.68 M</p> <p>iii) Understanding of regulation affecting commercial exploitation in transport section. [Cr. iii- (10% of 7.8 M) = 0.78 M]</p> <p>* Cr.= Criteria</p>



<p>2.</p>	<p>Bid process management Specialist (Dy. Team Leader) Assigned Marks= 10</p>	<p>i) CA/ CFA/ MBA (full time) in relevant field/ graduate engineer or equivalent educational qualifications from a recognized/ reputed institute/university (Education (50% of 3 M) = 1.5 M (PG- 100%=1.5)</p> <p>ii) Minimum 07 years' experience in urban Infrastructure/ commercial revenue projects (Overall Exp.(50 % of 3 M) = 1.5 M 07 -09y = 70% = 1.05 M 09-11y =85% = 1.275 M >11 y =100% = 1.5 M</p> <p>Familiarity with language and conditions of Delhi & NCR (0.5 M) (Yes = 0.5 M , No = Nil)</p>	<p>i) Completed at least 2 (two) commercial revenue maximisation studies in transport sectors in India and/ or overseas as Bid process management Specialist. [Cr. i – (50% of 6.5 M) = 3.25 M 2 - 5 Projects =70% = 2.275 M 5 – 7 Projects = 85% = 2.7625 M > 7 Projects =100% = 3.25 M</p> <p>ii) Completed/ on going commercial revenue maximisation studies for at least 1(one) metro network in India or overseas as Commercial Revenue Modelling & Contracts Specialist. [Cr. ii- (50 % of 6.5 M) = 3.25 M 01 Metro Projects = 70% = 2. 275 M 02 Metro Projects = 85% = 2.7625 M >=3 Metro Projects =100% = 3.25 M</p>
<p>3.</p>	<p>Transit Media & Transit Specialist Assigned Marks = 8</p>	<p>i) Full time MBA in relevant field or equivalent from a recognized/ reputed institute/ university (Education (50% of 2.4 M) =1.2 M (PG- 100%=1.2)</p> <p>ii) Minimum 05-year experience (Overall Exp. (50 % of 2.4 M) = 1.2 M 05 - 07y = 70% = 0.84 M 07 - 09y =85% = 1.02 M >09y =100% = 1.2 M</p> <p>iii) Familiarity with language and conditions of Delhi & NCR (0.4 M) (Yes = 0.4 M, No = Nil)</p>	<p>i) Completed commercial/ revenue maximisation studies for at least 1 (One) projects in transport sector in India and/ or overseas as Transit Media & Retail Specialist [Cr. i – (50% of 5.2 M) = 2.6 M] 1 -2 Projects = 70% = 1.82 M 02- 03 Projects = 85% = 2.21M >03 Projects =100% = 2.6M</p> <p>ii) Completed/ Ongoing revenue maximisation studies for at least 1 (one) metro project in India or overseas as Transit Media & Transit Retail Specialist. [Cr. ii – (50% of 5.2 M) = 2.6 M] 1 Metro Projects =70% = 1.82M 2 Metro Projects =85% = 2.2 M >=3 Metro Projects =100%= 2.6 M</p>



4.	Architectural Expert Assigned Marks = 6	<p>i) Completed full time B. Arch from a recognized/ reputed institute/ university (Education (50% of 1.8 M) = 0.9 M (PG- 100%=0.9)</p> <p>ii) Should have minimum 05-year experience (Overall Exp. (50 % of 1.8 M) = 0.9 M 05 - 07y = 70% = 0.63 M 07 - 09y =85% = 0.76 M >09y =100% = 0.9 M</p> <p>iii) Familiarity with language and conditions of DMRC (0.3 M) (Yes = 0.3 M, No = Nil)</p>	<p>i) Completed commercial/ revenue maximisation studies for at least 1(One) project in transport sector in India and/ or overseas.</p> <p>[Cr. ii – (100% of 3.9 M) = 3.90 M] 01 Metro Projects =70% = 2.73 M 02 Metro Projects =85% = 3.31 M >=3 Metro Projects =100%= 3.90 M</p>
5.	Consultant Assigned Marks = 4	<p>i)Completed full time MBA from a recognized/ reputed institute/ university (Education (50% of 1.2 M) = 0.6 M (PG- 100%=0.6)</p> <p>ii) Minimum 03-year experience (Overall Exp. (50 % of 1.2 M) = 0.6 M 03 - 05y = 70% = 0.42 M 05 - 07y =85% = 0.51M >07y =100% = 0.6 M</p> <p>iii) Familiarity with language and conditions of DMRC (0.2 M) (Yes = 0.2 M, No = Nil)</p>	<p>i) Completed commercial/ revenue maximisation studies for at least 1(One) project in transport sector in India and/ or overseas.</p> <p>[Cr. ii – (100% of 2.6 M) = 2.60 M] 01 Metro Projects =70% = 1.82 M 02 Metro Projects =85% = 2.21 M >=3 Metro Projects =100%= 2.60 M</p>



ANNEXURE-6

REFUND OF EMD THROUGH NEFT/ RTGS

1. Name of the firm/ Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of the account holder in bank:
7. Account Type:
8. Account Number:
9. IFS Code of the bank Branch:
10. Whether a cancelled Cheque of the Bidder/Firm submitted: Yes or No(Please tick) (A copy of cancelled cheque to be enclosed)

SIGNATURE OF THE AUTHORIZED PERSON OF THE
FIRM/ BIDDER WITH SEAL & DATE

NOTES:-

- a) EMD/Tender security will be refunded through NEFT/RTGS/IMPS/DD/Banker cheque/ any other mode of payment, in the name of firm and bank account mentioned in this appendix, which shall be of same firm and account through which EMD/Tender security has been paid to DMRC.
- b) EMD/Tender security shall be paid in compliance with clause-5 of section-2 (Notice Inviting Bid).



Annexure-A : LIST OF PD INVENTORIES



Planning for Invitation of PD Tenders:

28.09.2022

Sr. No.	Location (Last/ Latest tender Number)	Independent Plot or Station Box/ Depot	Line / Phase	Plot/ Station Box Area (Sqm)	Brief About Development Plan
1	Nangli	Plot	5	1265	Temporary construction (commercial), 15 years
2	Mohan Estate	Integrated Plot	6	8903.77	Industrial Land Use.
3	NDRS Konnectus Tower 1st floor and 1176 sqm plot	Plot for Commercial development	Airport Line	1,176.00	Commercial
4	Parmeshwari wala Bagh (CPD-81R)	Plot	2	10655.00	Commercial
5	Botanical Garden	Plot	8	290.00	Commercial
6	Kailindi Kunj (CPD-68R)	Station Box	III-8	2,982.85	Commercial space, 15 years lease period
7	Indraprastha (CPD-85R1)	Station Box	4	1,500.00	Commercial space, 15 years
8	Tis Hazari (Mis Pioneer Marktrade Pvt. Ltd.) (CPD-92)	Station Box	1	1,962.00	Commercial space, 15 years
9	Pitampura	Station Box	1	137	Commercial
10	Pitampura	Station Box	1	112	Commercial
11	South Extension	Station Box	7	703.45	Commercial
12	Azadpur Metro station	Integrated development in Plot taken back from PDL	1	9231.54 sqm SB & 30000sqm plot total	Planned to lease out station box spaces first and rest of the plot later.

Shubh
28/9/2022



S. No.	Location (Last/ Latest tender Number)	Independent Plot or Station Box/ Depot	Line / Phase	Plot/ Station Box Area (Sqm)	Brief About Development Plan
13	Anand Vihar (CPD-79 for Phase-I, 1129.5 Sqm concourse and CPD-84 for Phase-II, 7470 sqm GF & FF)	Station Box	4	8,599.50	Commercial space, 15 years lease period. In addition basement of 3598 sqm is also available for use as parking.
14	Kirti Nagar	Station Box	3	525	Commercial
15	Kashmeri Gate	Station Box	1	171.00	Commercial
16	Trilokpuri Sanjay Lake (CPD-72R1)	Station Box	7	2,526.00	Commercial space, 15 years lease period.
17	Gokulpuri (CPD-73)	Station Box	7	3,406.00	Commercial space, 15 years lease period.
18	Peeragarhi	Station Box	5	1167.57	Commercial
19	Sarai (CPD-07R3 PKG-1 and CPD-07R3 PKG-2).	Station Box	6	11,193.00	Commercial space, 15 years lease period.
20	Sector-28 (CPD-88)	Station Box	6	3,519.00	Commercial space, 15 years lease period.
21	Mewala Maharajpur (CPD-77)	Station Box	6	2,831.00	Commercial space, 15 years lease period.
22	Badkal More (CPD-76R)	Station Box	6	3,454.00	Commercial space, 15 years lease period.
23	Escorts Mujesar (CPD-80R)	Station Box	6	2,762.00	Commercial space, 15 years lease period.
24	Balibhgarh (Raja Nahar Singh) Metro station (CPD-66R1-A and CPD-66R1-B).	Station Box	6	9,163.00	Commercial space, 15 years lease period against Advertisement
25	NDRS Komnectus Tower 7th floor, tower 3	MLP with commercial development	Airport Line	1715	MLP with commercial development, 15 years lease.

28/09/2022
Pratik



S. No.	Location (Last/ Latest tender Number)	Independent Plot or Station Box/ Depot	Line / Phase	Plot/ Station Box Area (Sqm)	Brief About Development Plan
26	NDRS Konnectus Tower 9th floor, tower 1	MLP with commercial development	Airport Line	532	MLP with commercial development, 15 years lease.
27	NDRS Konnectus Tower 7th floor, tower 2 & 3	MLP with commercial development	Airport Line	251.45	MLP with commercial development, 15 years lease.
28	IT Park B-1, Vth Floor (PD-22)	MS Block	1	3,763.00	Commercial
29	IT Park B-1, Vth Floor (PD-18)	MS Block	1	526.00	Commercial
30	IT Park B-2, 5th Floor	MS Block	1	3,583.00	Commercial
31	IT Park B-2, 6th Floor (CPD-99)	MS Block	1	3,590.00	Commercial
32	IT Park B-2, 7th Floor	MS Block	1	3,471.00	Commercial
33	IT Park B-2, 8th Floor	MS Block	1	3,508.00	Commercial
34	IT Park B-3, Ground Floor (Part-1)	MS Block	1	1,174.00	Commercial
35	IT Park B-3, Ground Floor (Part-2)	MS Block	1	1,245.00	Commercial

22/06/22
Dmrc



Annexure-B : LIST OF PB INVENTORIES



(6)

Sl.No.	STATION NAME	Line	Line Color	Inside 250 Sqm	Outdoor 100 Sqm	Inside 10 Sqm	Retail 10 Sqm	Conopy (4*6)x3	Scope available
1	DILSHAD GARDEN	1	Red	0	Available	Available	Available	0	C
2	JHILMI	1	Red	0	Available	Available	Available	0	C
3	MANSAROVAR PARK	1	Red	0	Available	Available	Available	0	C
4	SHAHIDARA	1	Red	0	Available	Available	Available	0	C
5	WELCOME	1	Red	0	Available	Available	Available	0	C
6	SEELAMPUR	1	Red	0	Available	Available	Available	0	C
7	SHASTRI PARK	1	Red	0	Available	Available	Available	0	C
8	TIS HAZARI	1	Red	0	Available	Available	Available	0	C
9	PULBANGASHI	1	Red	0	Available	Available	Available	0	C
10	PRATAP NAGAR	1	Red	0	Available	Available	Available	0	C
11	SHASTRI NAGAR	1	Red	0	Available	Available	Available	0	C
12	INDERLOK	1	Red	0	Available	Available	Available	0	C
13	KANHAIA NAGAR	1	Red	0	Available	Available	Available	0	C
14	KESHAV PURAM	1	Red	0	Available	Available	Available	0	C
15	PITAMPURA	1	Red	0	Available	Available	Available	0	C
16	ROHINI EAST	1	Red	0	Available	Available	Available	0	C
17	ROHINI WEST	1	Red	0	Available	Available	Available	0	C
18	RITHALA	1	Red	0	Available	Available	Available	0	C
19	SHAHID NAGAR	1	Red	0	Available	Available	Available	0	C
20	RAJ BAGH	1	Red	0	Available	Available	Available	0	C
21	SHYAM PARK	1	Red	0	Available	Available	Available	0	C
22	MOHAN NAGAR	1	Red	0	Available	Available	Available	0	C
23	ARITHLA	1	Red	0	Available	Available	Available	0	C
24	HINDON RIVER	1	Red	0	Available	Available	Available	0	C
25	SHAHEED SMHAL (NEW BUS ADDA)	1	Red	0	Available	Available	Available	0	C
26	SAMAYPUR BADLI	2	Yellow	0	0	Available	0	0	D
27	HAIDERPUR BADLI MOR	2	Yellow	0	0	Available	0	0	D
28	ROHINI SECTOR-18,19	2	Yellow	0	0	Available	0	0	D
29	JAHANGIRPURI	2	Yellow	0	0	Available	0	0	D
30	ADARSH NAGAR	2	Yellow	0	0	Available	0	0	D
31	AZADPUR	2	Yellow	0	0	Available	0	0	D
32	MODELTOWN	2	Yellow	0	0	Available	0	0	D
33	CIVIL LINES	2	Yellow	0	0	Available	0	0	D
34	CHANDNI CHOWK	2	Yellow	0	0	Available	0	0	D
35	CHAWRI BAZAR	2	Yellow	0	0	Available	0	0	D
36	PATEL CHOWK	2	Yellow	0	0	Available	0	0	D
37	UDYOG BHAWAN	2	Yellow	0	0	Available	0	0	D
38	LOK KALYAN MARG	2	Yellow	0	0	Available	0	0	D
39	AIIMS	2	Yellow	0	0	Available	0	0	D
40	MALVIYA NAGAR	2	Yellow	0	Available	Available	Available	0	C
41	SAKET	2	Yellow	0	Available	Available	Available	0	C
42	QUTUB MINAR	2	Yellow	0	Available	Available	Available	0	C
43	CHAITARPUR	2	Yellow	0	Available	Available	Available	0	C
44	ARJANGARI	2	Yellow	0	Available	Available	Available	0	C
45	DWARKA SEC- 08	3	Blue	Available	Available	Available	Available	Available	A
46	DWARKA SEC- 09	3	Blue	Available	Available	Available	Available	Available	A
47	DWARKA SEC- 11	3	Blue	Available	Available	Available	Available	Available	A
48	DWARKA SEC- 12	3	Blue	Available	Available	Available	Available	Available	A
49	DWARKA SEC- 13	3	Blue	Available	Available	Available	Available	Available	A
50	DWARKA	3	Blue	Available	Available	Available	Available	Available	A
51	DWARKA MOR	3	Blue	0	0	Available	0	0	D
52	NAWADA	3	Blue	0	0	Available	0	0	D
53	UTTAM NAGAR (W)	3	Blue	0	0	Available	0	0	D
54	UTTAM NAGAR (E)	3	Blue	0	0	Available	0	0	D
55	JANAKPURI (W)	3	Blue	0	0	Available	0	0	D
56	JANAKPURI (E)	3	Blue	0	0	Available	0	0	D
57	TILAK NAGAR	3	Blue	0	0	Available	0	0	D
58	SUBHASH NAGAR	3	Blue	0	0	Available	0	0	D
59	TAGORE GARDEN	3	Blue	0	0	Available	0	0	D
60	RAJOURI GARDEN	3	Blue	0	0	Available	0	0	D
61	RAMESH NAGAR	3	Blue	0	0	Available	0	0	D
62	MOTI NAGAR	3	Blue	0	0	Available	0	0	D
63	KIRTI NAGAR	3	Blue	0	0	Available	0	0	D
64	SHADIPUR	3	Blue	0	0	Available	0	0	D
65	PATEL NAGAR	3	Blue	0	0	Available	0	0	D
66	BIANDEWALAN	3	Blue	0	0	Available	0	0	D
67	INDRAPRASTHA	3	Blue	0	0	Available	0	0	D
68	YAMUNA BANK	3	Blue	0	0	Available	0	0	D
69	MAYUR VIHAR-1	3	Blue	0	0	Available	0	0	D
70	MAYUR VIHAR EXT.	3	Blue	0	0	Available	0	0	D
71	NEW ASHOK NAGAR	3	Blue	0	0	Available	0	0	D
72	PREET VIHAR	4	Green	0	Available	Available	Available	0	C
73	KARKARDUMA	4	Green	0	Available	Available	Available	0	C
74	ANAND VIHAR	4	Green	0	0	Available	0	0	D

(Manish Arora Ndt) *By* *EC* *AM/PB/324* *AM/PB*



(5)

75	KAUSHAMBI	4	Blue	0	Available	Available	Available	0	C
76	INDERLOK	5	Green	0	1	0	0	0	D
77	ASHOK PARK MAIN	5	Green	0	Available	Available	Available	0	C
78	FUNJABI BAGH	5	Green	0	Available	Available	Available	0	C
79	SHIVAJI PARK	5	Green	0	Available	Available	Available	0	C
80	MADIPUR	5	Green	0	Available	Available	Available	0	C
81	PASCHIM VIHAR(EAST)	5	Green	0	Available	Available	Available	0	C
82	PASCHIM VIHAR (WEST)	5	Green	0	Available	Available	Available	0	C
83	PEERAGARHI	5	Green	0	Available	Available	Available	0	C
84	UDYOG NAGAR	5	Green	0	Available	Available	Available	0	C
85	MAHARAJA SURAJMAL STADIUM	5	Green	0	Available	Available	Available	0	C
86	NANGLOI	5	Green	0	Available	Available	Available	0	C
87	NANGLOI RAILWAY STATION	5	Green	0	Available	Available	Available	0	C
88	RAJDHANI PARK	5	Green	0	Available	Available	Available	0	C
89	MUNDKA	5	Green	0	Available	Available	Available	0	C
90	MUNDKA IND. AREA	5	Green	0	Available	Available	Available	0	C
91	GHEVRA METRO STATION	5	Green	0	Available	Available	Available	0	C
92	TIKRI KALAN	5	Green	0	Available	Available	Available	0	C
93	TIKRI BORDER	5	Green	0	Available	Available	Available	0	C
94	SAT GURU RAM SINGH	5	Green	0	Available	Available	Available	0	C
95	KIRTINAGAR	5	Green	0	Available	Available	Available	0	C
96	PANDIT SHRI RAM SHARMA	5	Green	0	Available	Available	Available	0	C
97	BAHADURGARH CITY	5	Green	0	Available	Available	Available	0	C
98	KHAN MARKET	6	Yellow	0	0	0	0	0	E
99	DELHI GATE	6	Yellow	0	0	0	0	0	E
100	CENTRAL SECRETARIAT	6	Yellow	0	0	0	0	0	E
101	LAJPAT NAGAR	6	Yellow	0	Available	Available	Available	0	C
102	MOOLCHAND	6	Yellow	0	0	0	0	0	E
103	KALASH COLONY	6	Yellow	0	0	0	0	0	E
104	NEHRU PLACE	6	Yellow	0	0	0	0	0	E
105	GOVINDPURI	6	Yellow	0	0	0	0	0	E
106	HARKESH NAGAR OKHLA	6	Yellow	0	0	0	0	0	E
107	JASOLA APOLLO	6	Yellow	0	0	0	0	0	E
108	SARITA VIHAR	6	Yellow	0	0	0	0	0	E
109	MOHAN ESTATE	6	Yellow	0	0	0	0	0	E
110	SARAI	6	Yellow	0	0	0	0	0	E
111	NHPC CHOWK	6	Yellow	Available	0	Available	Available	Available	B
112	MEWALA MAHARAJPUR	6	Yellow	Available	0	Available	Available	Available	B
113	BADKAL MOR	6	Yellow	Available	0	Available	Available	Available	B
114	SECTOR-2B	6	Yellow	0	0	0	0	0	E
115	OLD FARIDABAD	6	Yellow	0	0	0	0	0	E
116	MAJIS PARK	7	Pink	0	Available	Available	Available	0	C
117	AZADPUR	7	Pink	0	Available	Available	Available	0	C
118	SHALIMAR BAGH	7	Pink	0	Available	Available	Available	0	C
119	SHAKURPUR	7	Pink	0	Available	Available	Available	0	C
120	FUNJABI BAGH WEST	7	Pink	0	Available	Available	Available	0	C
121	ESI - BASAJDARAPUR	7	Pink	0	Available	Available	Available	0	C
122	RAJOURI GARDEN	7	Pink	0	Available	Available	Available	0	C
123	MAYAPURI	7	Pink	0	Available	Available	Available	0	C
124	NARAINA VIHAR	7	Pink	0	Available	Available	Available	0	C
125	DURGABHAI DESHMUKH SOUTH CAMPUS	7	Pink	0	Available	Available	Available	0	C
126	SAROJINI NAGAR	7	Pink	0	Available	Available	Available	0	C
127	DELI HAAT - INA	7	Pink	0	0	0	0	0	D
128	BHIKAJI CAMA PLACE	7	Pink	Available	Available	Available	Available	Available	A
129	VINOBA PURI	7	Pink	0	Available	Available	Available	0	C
130	MAYUR VIHAR PHASE-I	7	Pink	0	0	0	0	0	D
131	MAYUR VIHAR PKT- I	7	Pink	0	Available	Available	Available	0	C
132	TRILOKPURI - SANJAY LAKE	7	Pink	0	Available	Available	Available	0	C
133	EAST VINOD NAGAR-MAYUR VIHAR-II	7	Pink	0	Available	Available	Available	0	C
134	MANDAWALI-WEST VINOD NAGAR	7	Pink	0	Available	Available	Available	0	C
135	LP, EXTENSION	7	Pink	Available	Available	Available	Available	Available	A
136	ANAND VIHAR	7	Pink	0	0	0	0	0	D
137	KARKARDUMA	7	Pink	0	Available	Available	Available	0	C
138	KARKARDUMA COURT	7	Pink	0	0	0	0	0	D
139	KRISHNA NAGAR	7	Pink	0	Available	Available	Available	0	C
140	EAST AZAD NAGAR	7	Pink	0	Available	Available	Available	0	C
141	WELCOME	7	Pink	0	0	0	0	0	D
142	JAFFRABAD	7	Pink	0	Available	Available	Available	0	C
143	MAJIPUR - BABARPUR	7	Pink	0	Available	Available	Available	0	C
144	GOKULPURI	7	Pink	0	Available	Available	Available	0	C
145	JOHRI ENCLAVE	7	Pink	0	Available	Available	Available	0	C
146	SHIV VIHAR	7	Pink	0	Available	Available	Available	0	C
147	JANAKPURI WEST	8	Magenta	0	Available	Available	Available	0	C
148	DABRI MOR-JANAKPURI SOUTH	8	Magenta	0	Available	Available	Available	0	C
149	DASHRATH PURI	8	Magenta	0	Available	Available	Available	0	C
150	PALAM	8	Magenta	0	Available	Available	Available	0	C

Amal
Am/18/10/2022

by
18/10/2022

SK
11/10/2022

Am



4

151	SADAR BAZAR CANTONMENT	8	Magenta	0	Available	Available	Available	0	C
152	MUNISKA	8	Magenta	0	Available	Available	Available	0	C
153	R.K. PURAM	8	Magenta	0	Available	Available	Available	0	C
154	OKHLA VIHAR	8	Magenta	0	Available	Available	Available	0	C
155	JASHOL VIHAR SHAHEEN BAGH	8	Magenta	0	Available	Available	Available	0	C
156	KALINDI KUNJ	8	Magenta	0	Available	Available	Available	0	C
157	VASANT VIHAR	8	Magenta	0	Available	Available	Available	0	C
158	NEHRU ENCLAVE	8	Magenta	0	Available	Available	Available	0	C
158	SUKHDEV VIHAR	8	Magenta	Available	Available	Available	Available	Available	A
160	OKHLA BIRD SANCTUARY	8	Magenta	Available	Available	Available	Available	Available	A
161	DWARKA	9	Grey	0	0	Available	0	0	D
162	NANGU	9	Grey	0	0	Available	0	0	D
163	NAJAFGARH	9	Grey	0	0	Available	0	0	D
164	DHANSA BUS STAND	9	Grey	Available	Available	Available	Available	Available	A

* Note: interchange stations have been highlighted

Signature
M/10/2022

Signature
M/10/2022

Signature
M/10/2022

Signature


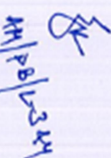
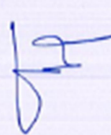


2

List of Bare Space PB Inventory to be given to Consultant

Sr. No.	Category	Line	Station Name	Area (sqm.)	Location	Remarks
1	2	3	4	5	6	7
1	Bare Space	1	Inderlok	2800.00	Feeder Bus Depot Area at Ground Level	Land use status yet to be resolved
2	Bare Space	2	Samaypur Badli	2720.00	Built up + Bare Space + Parking	Tender already floated in Oct 2022
	Bare Space	2	Hauz Khas	180.00	Exit towards School	Feasibility yet to be done
4	Bare Space	2	Chattarpur	Yet to be ascertained	Ground Level	Feasibility yet to be done
5	Bare Space	3	Noida Electronic City	180.00	Ground Level	Feasibility yet to be done
6	Bare Space	3	Dwarka Sec 9	425.00	Ground Level	Records/ Documents related to ownership status/ land use are not available
7	Bare Space	7	Lajpat Nagar	180.00	Ground Level	Feasibility yet to be done
8	Bare Space	8	Jasola Vihar Shaheen Bagh	5500.00	Ground Level	Feasibility yet to be done
9	Bare Space	8	Botanical Garden	180.00	Ground Level	Feasibility yet to be done
10	Bare Space	9	Najafgarh Depot	1180.00	Ground Level	Feasibility to be approved by Rolling Stock Department
11	Bare Space	AEL	New Delhi	709.00	Ground Level	NIL
12	Bare Space	AEL	New Delhi	2837.00	Concourse Level	NIL
13	Bare Space	AEL	D-21 Corporate Park	954.00	3rd Floor	NIL
14	Built Up Space	AEL	D-21 Corporate Park	146.00	2nd Floor	NIL

Note - AEL is Airport Express Line

 Anshu
 H.P.
 H.P.



2

List of Advertisement related PB Inventory to be given to Consultant

Sr. No.	Category	Line	Location/ Station Name	Area (sqm.)	Vacant From	Remarks
Indoor Advertisement						
1	Indoor Advt. (Static)	1	Shahneed Shal (New Bus Addol) to Shahneed Nagar	400.00	08-Mar-19	RFP & Estimates under vetting
2	Indoor Advt. (Static)	1	Dilshad Garden to Rithala	2100.00	21-Mar-20	RFP & Estimates under vetting
3	Indoor Advt. (Static)	5	Brigadier Hoshar Singh to Inderlok/Kirti Nagar	1125.00	21-Mar-20	RFP & Estimates under vetting
4	Indoor Advt. (Static)	8	Jandkpur West to Botanical Garden	1300.00	17-Dec-21	Tender floated on 13.09.2022
Train Advertisement						
1	Train Advt.	1	Rithala to Shahneed Sathal	260 Cars	24-Sep-20	Tender floated on 27.09.2022
2	Train Advt.	8	Jandkpur West to Botanical Garden	174 Cars	22-Mar-20	Tender Discharged In 05.04.2022

Remarks:
1. Status of Indoor Advertisement Inventory placed at Sr. No. 4 to be reviewed after completion of Tender Process.
2. Status of Train Advertisement Inventory placed at Sr. No. 1 to be reviewed after completion of Tender Process.

Certified
M. P. K. R. S. S.
HS