

**Request for Proposal
for
Selection of Agency for Provision of
Facility Management Personnel**

10th September, 2020



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DISCLAIMER

The information contained in this Request for Proposal (“RFP”) Document, whether communicated in verbal or in documentary or in any other form, by the Delhi Integrated Multi Modal Transit System Limited (the “DIMTS”), or any of their employees or advisors, on the terms and conditions set out in this RFP Document and such other terms and conditions as the DIMTS may prescribe in this behalf, has been prepared and issued by DIMTS solely to assist prospective Bidders in making their decision of whether or not to submit a bid.

This RFP Document is not an agreement and is not an offer or invitation by DIMTS to any other party. As mentioned above, the purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the DIMTS, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

DIMTS or its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise including the accuracy, reliability or completeness of the RFP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFP Document are only indicative and do not imply and shall not be deemed to imply any current or future representation, promise or warranty, express or implied, on the part of DIMTS, or its employees, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above.

The information and statements made in this RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever, whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Bidder upon the statements and information contained in this RFP Document is accordingly expressly disclaimed.

This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFP Document to the Bidders is on a wide range of matters, some of which may depend 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. DIMTS, or its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

DIMTS may in their absolute discretion, but without being under any obligation to do so, update, amends or supplements the information in this RFP Document. No part of this RFP Document and no part of any subsequent correspondence by DIMTS, its employees and advisors shall be taken either as providing legal, financial or other advice or as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. DIMTS, reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that the DIMTS is bound to select a Bidder.

Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by them thereafter. All such costs and expenses will remain with the Bidder and DIMTS, or its employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or proposal of its Proposal, regardless of the conduct or outcome of the Bidding Process. DIMTS may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Bidders will have no claim whatsoever against DIMTS, or its employees and advisors.

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Part II	Draft Facility Management Agreement

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Part I –Instructions to Bidders

1.Introduction

1.1. General

- 1.1.1. Delhi Integrated Multi-Modal Transit System Ltd. (“DIMTS”) is managing various projects in NCR which requires provision of Facility Management Personnel for smooth and effective operation / implementation of these projects. DIMTS is desirous of appointing Facility Management Agency which can provide Facility Management Personnel as and when required basis at any project/ office within NCR.
- 1.1.2. DIMTS invites Proposals for Provision of Facility Management Personnel from eligible Facility Management Agency/ies”. The Facility Management Agency/ies are proposed to be selected through transparent and competitive bidding process in terms of this Request for Proposal (“RFP”) Document.
- 1.1.3. The primary work of Facility Management Agency will be to depute and monitor trained Facility Management Personnel who shall work at various projects/ offices under the supervision and instructions of DIMTS.
- 1.1.4. An agreement (“Facility Management Agreement”) shall be executed between DIMTS and the Successful Bidder. The tenure of the agreement shall be for a **period of 3 years**.

1.2. Brief Description of Bidding Process

- 1.2.1. DIMTS intends to follow a single stage Bidding Process with two envelop system for selection of the Facility Management Agency.
- 1.2.2. RFP Document follows a two-step approach comprising :
 - **Qualification Phase:** Technical evaluation of Bidders based on qualification criteria.
 - **Proposal Phase:** Price evaluation of Bidders who have been found to be technically qualified.
- 1.2.3. As a part of the Bidding Process, the eligible entities and interested parties will be required to submit two envelopes containing their: (i) Technical Proposals; and (ii) Price Proposal as part of their proposal package.
- 1.2.4. Technical Proposal of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, EMD and other such compliances and further to evaluate the technical capability and financial capability in accordance with the criteria set out in this RFP Document.
- 1.2.5. Price Proposal of only those **Shortlisted Bidders** who meets qualification criteria as detailed in Clause 3.2 and 3.3 shall be opened.
- 1.2.6. The schedule of Bidding Process is provided in Appendix 1.

2. Instruction to Bidders

A. General

2.1. Definitions

- 2.1.1 In this RFP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:
- a) **“Bidder”** means a company incorporated under the Companies Act, 1956 or Companies Act, 2013 in India and who submits a proposal in terms of this RFP Document.
 - b) **“Bidding Process”** shall mean the single stage competitive bidding process with two envelopes system comprising (i) Technical Proposals and (ii) Price Proposal for selecting Facility Management Agency.
 - c) **“DIMTS”** shall mean Delhi Integrated Multi-Modal Transit System Limited.
 - d) **“Letter of Acceptance”** shall mean the letter issued by DIMTS to the Successful Bidder.
 - e) **“Proposal”** shall mean the documents received by DIMTS from an interested party who is eligible to submit its proposal in response to this RFP Document.
 - f) **“RFP Document”** shall mean the documents set out in Clause 2.7 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.
 - g) **“Successful Bidder”** shall mean the Preferred Bidder whose Proposal has been accepted with or without negotiations by DIMTS; selected through this Bidding Process.

2.2. Scope of Proposal

- 2.2.1. DIMTS invites proposals from eligible entities having the requisite technical and financial capabilities (“Proposal”).
- 2.2.2. The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document (hereinafter referred to as the “Evaluation Criteria”) in order to identify the Successful Bidder for the services envisaged under the Facility Management Agreement for the Project.
- 2.2.3. Terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Facility Management Agreement.
- 2.2.4. Pursuant to the release of this RFP Document, DIMTS shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by DIMTS pursuant to this RFP Document including Annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by DIMTS.

- 2.2.5. This RFP Document and all attached documents are and shall remain the property of DIMTS and are transmitted to the Bidders solely for the purpose of preparation and the proposal of their respective Proposals in accordance herewith. Bidders shall not use it for any purpose other than for preparation and proposal of their Proposals. DIMTS will not return any Proposal or any information provided along therewith.
- 2.2.6. The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the Facility Management Agreement or DIMTS right to amend, alter, change, supplement or clarify the scope of service and work, the Facility Management Agreement to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by DIMTS.
- 2.2.7. Bidders may note that DIMTS will not entertain any material deviations from the RFP Document at the time of proposal of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Facility Management Agreement. Any conditional Proposal is liable for outright rejection.
- 2.2.8. Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of DIMTS.
- 2.2.9. This RFP Document is not transferable.

2.3. Eligible Bidders

2.3.1. Eligible Bidders:

Any company incorporated under the Companies Act, 1956 or Companies Act, 2013 for providing/ deployment of Facility Management Personnel and such fact can be inferred from such company's main objectives in the articles and memorandum of association shall be eligible for bidding.

- 2.3.2. The Bidder shall submit a Power of Attorney as per the format enclosed at Appendix 3, authorising the signatory of the Proposal to commit the Bidder.

- 2.3.3. Notwithstanding anything stated elsewhere in these documents, DIMTS shall have the right to seek updated information from the Bidders to confirm their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to DIMTS. A Bidder may be disqualified if it is determined by DIMTS at any stage during the process that the Bidder will be unable to fulfil the requirements of the Agreement or if a bidder fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time

and must so be provided by such bidders within a reasonable timeframe as stipulated by DIMTS.

- 2.3.4. A Bidder who has earlier been barred or blacklisted by any entity of any state government or central government or any urban local body in India from participating in Bidding Process shall not be eligible to submit a Proposal, if such bar subsists as on the Proposal Due Date.
- 2.3.5. For a Bidder to be eligible, the said Bidder or any of its constituents or predecessor entity must not have been a defaulter in complying with statutory obligations.

2.4. Number of Proposals

- 2.4.1. Each Bidder shall submit only one (1) Proposal in response to this RFP Document. Any entity, which submits or participates in more than one Proposal will be disqualified

2.5. Proposal Preparation Cost

- 2.5.1. The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the Bidding Process. DIMTS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

2.6. Verification of Documents

- 2.6.1. DIMTS reserves the right to verify all statements, information and documents submitted by the Bidders in response to the RFP Document. Failure on the part of DIMTS to undertake such verification shall not relieve the Bidders of their obligations or liabilities hereunder nor will it affect in any manner any of the rights of DIMTS hereunder.

2.7. Contents of RFP Document

- 2.7.1. The RFP Document consists of two Parts as listed below and would include any addenda issued in accordance with Clause 2.9.1.

Part I	Instructions to Bidders (ITB)
Part II	Draft Facility Management Agreement

2.8. Clarifications by Bidders

- 2.8.1. Bidders requiring any clarification on the RFP Document may notify DIMTS in writing or by facsimile/ e-mail within such date as specified in the Schedule of Bidding Process set forth in Appendix 1. DIMTS may at its sole discretion, forward to all Bidders, copies of DIMTS response, including a description of the enquiry but without identifying its

source. The envelopes / communication shall clearly bear the following identification / title (refer Clause 2.19.4):

“QUERIES/REQUEST FOR ADDITIONAL INFORMATION”

“RFP Document for Selection of Agency for Provision of Facility Management Personnel”

- 2.8.2. DIMTS shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, DIMTS reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring DIMTS to respond to any question or to provide any clarification.
- 2.8.3. DIMTS may also on its own, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DIMTS shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by DIMTS or their employees, advisors or representatives shall not in any way or manner be binding on DIMTS.

2.9. Amendment of RFP Document

- 2.9.1. At any time prior to the Proposal Due Date, DIMTS may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by issue of Addenda.
- 2.9.2. In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, DIMTS may, at its own discretion, extend the Proposal Due Date.
- 2.9.3. DIMTS may in its sole discretion and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFP Document.

2.10. Response to Bidder’s Clarifications/queries

- 2.10.1. DIMTS will clarify issues with respect to the RFP Document as per the schedule provided in Appendix 1.
- 2.10.2. The Bidders may submit a list of queries and propose deviations, if any, in respect of the RFP Document. Bidders must formulate their queries and forward the same to DIMTS in terms of schedule set out in Appendix 1. DIMTS may, as may be considered acceptable at its sole discretion, amend the RFP Document based on inputs provided by Bidders.
- 2.10.3. DIMTS will endeavour to respond to all queries from all Bidders.
- 2.10.4. All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by e-mail/fax / post / courier:

SUBJECT RFP Document for Selection of Agency for Provision of Facility Management Personnel”

(The above subject should be inscribed on the envelop and also on the subject-line of letters/emails)

ADDRESS: Vice President,
ITS,
Delhi Integrated Multi-Modal Transit System Limited (DIMTS)
8th Floor, Block 1, Delhi Technology Park,
Shastri Park, Delhi 110 053, India
Tel: + 911143090100, Direct: +911143090217, Fax: 911122170936
Email: rakesh.kaul@[dimts.in](mailto:rakesh.kaul@dimts.in)

2.10.5.No interpretation, revision, or other communication from DIMTS regarding this solicitation shall be valid unless it is made in writing and is signed by Managing Director & CEO, DIMTS Limited or his authorised representative. DIMTS may choose to send to all Bidders, written copies of DIMTS responses, including a description of the enquiry but without identifying its source to all the Bidders.

2.11. Miscellaneous – Other Provisions

2.11.1.The Bidding Process shall be governed by, and construed in accordance with, the laws of India and only the Courts at Delhi shall have jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

2.11.2.DIMTS, in its sole discretion and without incurring any obligation or liability, reserves the right to:

- a) suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process and / or modify the dates or other terms and conditions relating thereto;
- b) qualify or disqualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to DIMTS by, on behalf of, and / or in relation to any Bidder;
- d) independently verify, disqualify, reject and / or accept any and all proposals or other information and / or evidence submitted by or on behalf of any Bidder;

2.11.3.It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DIMTS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liabilities for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

2.12. Disqualification

2.12.1. Even if the Bidder meets the guidelines as set forth in this RFP Document, DIMTS at its discretion can disqualify the Bidder, if the Bidder :

- a) has earlier been barred or blacklisted by any entity of any state government or central government or any urban local body in India; or
- b) has made misleading or false representation in the forms, statements and attachments submitted; or
- c) or any of its constituents or its predecessor entity has a record of poor performance such as default in statutory compliances, consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.

2.12.2. Upon proposal of the Proposal it would be deemed that the Bidder has prior to the proposal thereof :

- (a) made a complete and careful examination of the terms and conditions / requirements, and other information set forth in this RFP Document and other Bidding Documents;
- (b) received all such relevant information as it has requested from DIMTS;
- (c) acknowledged and accepted the risk of any inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of DIMTS relating to any of the matters referred to in the Bidding Process including Bidding Documents;
- (d) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in the RFP, and any amendments thereof, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DIMTS or a ground for termination of the Contract Agreement; and
- (e) agreed to be bound by the undertakings provided by it under this RFP Document and in terms hereof.

2.12.3. DIMTS shall not be liable for any mistake or error or neglect by the Bidders in respect of the above.

2.12.4. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Facility Management Agreement. Notwithstanding anything to the contrary contained herein or in the LOA or the Facility Management Agreement, DIMTS shall reject a Proposal, withdraw the LOA, or terminate the Facility Management Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In

such an event, DIMTS shall forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DIMTS towards, inter alia, time, cost and effort of DIMTS, without prejudice to any other right or remedy that may be available to DIMTS hereunder or otherwise.

2.12.5. Without prejudice to the rights of DIMTS under Clause 2.12.4 hereinabove and the rights and remedies which DIMTS may have under the LOA or the Facility Management Agreement, if Bidder is found by DIMTS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or execution of the Facility Management Agreement, such Bidder shall not be eligible to participate in any tender or RFP Document issued by DIMTS during a period of five years from the date such Bidder, is found by DIMTS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.12.6. For the purposes of Clauses 2.12.4 and 2.12.5 above, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DIMTS who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Facility Management Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DIMTS, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Facility Management Agreement, as the case may be, any person in respect of any matter relating to the LOA or the Facility Management Agreement, who at any time has been or is a legal, financial or technical adviser of DIMTS in relation to any matter concerning the tender;
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by DIMTS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.

2.12.7 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DIMTS shall forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DIMTS for, inter alia, the time, cost and effort of DIMTS, including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to DIMTS hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder’s paid up and subscribed capital;
or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder.

B. Preparation and Submission of Proposal

2.13. Language

2.13.1. The Proposal and all related correspondence and documents shall be written in the English language. The supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by a true and correct translation into English and duly signed, stamped and certified by the Bidder to be true and correct. Supporting materials that are not translated into English shall not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.14. Currency

2.14.1. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

2.15. Earnest Money Deposit

2.15.1. Proposals shall be accompanied by a EMD for an amount of **Rs. 5,00,000/- (Rupees Five Lakhs only)**.

2.15.2. No relaxation of any kind in EMD shall be given to any Bidder.

2.15.3. The EMD shall remain **valid for a period of 90 days** beyond the Proposal Validity Period, and would need to be extended, if so required by DIMTS, for any extension in Proposal Validity Period.

2.15.4. The EMD shall be in the form of an irrevocable Bank Guarantee issued by a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of **“Managing Director & CEO, Delhi Integrated Multi Modal Transit System Limited.”** encashable at Delhi, as per the format set out in Appendix 7 or in the form of a demand draft issued by a bank in India, drawn in favour of **“Managing Director & CEO, Delhi Integrated Multi Modal Transit System Limited”** and payable in Delhi. DIMTS shall not be liable to pay any interest on the EMD and the same shall be interest free. For avoidance of any doubt, ‘Scheduled Bank’ shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.15.5. The EMD shall be returned to unsuccessful Bidders on the signing of Facility Management Agreement. The EMD, submitted by the Successful Bidder(s), shall be released:

- (a) upon furnishing a Performance Security for an amount mentioned in the Facility Management Agreement; and

- (b) upon signing of the Facility Management Agreement with the Successful Bidder(s).

2.15.6. The EMD shall be liable to be forfeited and Proposal shall be liable to be rejected in the following cases:

- (a) If the Bidder withdraws its Proposal except as provided in Clause 2.22.1 ; or
- (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 3.10.1; or
- (d) In case of the Successful Bidder, if it fails to sign the Facility Management Agreement within the specified time limit or any extension thereof; or
- (e) In case of the Successful Bidder, if it fails to furnish the Performance Security within the specified time limit prescribed therefor in the LOA; or
- (f) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or
- (g) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.4 to 2.12.6 of this ITB.

2.16. Validity of Proposal

2.16.1. The Proposal shall indicate that it would remain valid for a period not less than 90 days from the Proposal Due Date (hereinafter “Proposal Validity Period”). DIMTS reserves the right to reject any Proposal that does not meet this requirement.

2.16.2. Prior to expiry of the Proposal Validity Period, DIMTS may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse to comply with the request without forfeiting its EMD. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its EMD for the period of extension and comply with Clause **Error! Reference source not found.** of this document in all respects. A Bidder refusing to comply with the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned and his EMD released.

2.17. Bidders Responsibility

2.17.1. The Bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of Bidding Documents will be at the Bidder’s own risk.

2.17.2. It would be deemed that prior to the proposal of Proposal, the Bidder has:

- a) made a complete and careful examination of requirements and other information set forth in the Bidding Documents;

- b) received all such relevant information as it has requested from DIMTS; and
- c) made a complete and careful examination of the various aspects of the Draft Facility Management Agreement including but not limited to:
 - (i) all matters that might affect the Bidder's performance under the terms of the Bid Documents;
 - (ii) a diligent scrutiny and is in conformity with the terms and conditions of the draft Facility Management Agreement;
 - (iii) clearances required to be obtained under the Facility Management Agreement; and
 - (iv) applicable laws and regulations in force in India.

2.17.3. DIMTS shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.18. Format and Signing of Proposal

2.18.1. Bidders shall provide all the information as required / can be inferred from this RFP Document and in the specified formats. DIMTS reserves the right to reject any Proposal that is not in the specified formats.

2.18.2. The Proposal should be submitted in two parts:

Part I : Technical Proposal, which would include:

- i.) Covering Letter as per Appendix 2 stating the Proposal Validity Period.
- ii.) Power of Attorney for Signing of the Proposal as prescribed in Appendix 3.
- iii.) Details of Bidder together with supporting documents required as prescribed in Appendix 4.
- iv.) Details of Financial Capability of the Bidder as prescribed in Appendix 5.
- v.) Details of contracts executed by the Bidder in the past together with certificates etc. as prescribed in Appendix 6.
- vi.) EMD as per Appendix 7 or in the form of demand draft.
- vii.) Certificate of Incorporation of the Bidder under Companies Act, 1956 or Companies Act, 2013 issued by Registrar of Companies. Or Certificate of commencement of business in case of public limited company.
- viii.) Copy of Memorandum of Association and Articles of Association of the Bidder
- ix.) Supporting documents as per requirement of Clause 3.2 & 3.3 and 3.6.3 of RFP Document.

Note: All pages of aforesaid document shall be duly signed by Authorized Representative of the Bidder.

Part II: Price Proposal (To be submitted in a separate envelope)

- i.) Price Proposal as per the format set out in Appendix 8.

- 2.18.3. The Bidder shall prepare one original set of the documents comprising the Proposal as described in Clause 2.18.2, clearly marked “ORIGINAL”. In addition, the Bidder shall make one (1) copy of the Technical Proposals (Part I), clearly marked “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail. There will be no copies of the Price Proposal (Part II). Price Proposal shall be submitted separately in a single cover which should be marked as Price Proposal (Part II).
- 2.18.4. The Proposal and its copy shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person signing the Proposal. All pages of the Proposal must be serially numbered.

2.19. Sealing and Marking of Proposal

- 2.19.1. The Bidder shall seal the Technical Proposal and the Price Proposal, in separate envelopes, duly marking the envelopes as “TECHNICAL PROPOSAL” and “PRICE PROPOSAL” respectively. These envelopes shall then be sealed in an outer envelope.
- 2.19.2. The original and the copies of the Technical Proposals shall be provided in separate envelopes, duly marking the outer envelopes as “ORIGINAL” and “COPY” respectively.
- 2.19.3. Each envelope shall indicate the name and address of the Bidder.
- 2.19.4. All the envelopes shall clearly bear the following identification:

“Proposal for Selection of Agency for Provision of Facility Management Personnel”

“To be opened by Tender Opening Committee only”

and

“Submitted by _____”

(Name, Address and Contact Phone No. of the Bidder)

- 2.19.5. The envelope shall be addressed to:

ATTN. OF: Vice President, ITS
ADDRESS: Delhi Integrated Multi-Modal Transit System Limited (DIMTS)
8th Floor, Block 1, Delhi Technology Park,
Shastri Park, Delhi 110 053, India

- 2.19.6. If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. DIMTS assumes no responsibility for the misplacement or premature opening of such Proposal.

2.20. Proposal Due Date

- 2.20.1. Proposals shall be submitted on or before the Proposal Due Date and time mentioned in the Schedule of Bidding Process, set forth in Appendix 1 to the address provided in Clause 2.19.5 in the manner and form as detailed in this RFP Document. For the purposes of this RFP Document, the “Proposal Due Date” shall mean the time and date for proposal of the Proposal as set out in the Schedule of Bidding Process contained in Appendix 1. Proposals submitted by facsimile transmission or telex or email will not be acceptable.
- 2.20.2. DIMTS, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9.

2.21. Late Proposal

- 2.21.1. Any Proposal received by DIMTS after the prescribed dead-line (Proposal Due Date) will be summarily rejected and returned unopened to the Bidder.

2.22. Modification and Withdrawal of Proposal

- 2.22.1. The Bidder may modify or withdraw its Proposal after proposal, provided that written notice of the modification or withdrawal is received by DIMTS before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.
- 2.22.2. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.18 and 2.19 with outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” and also “TECHNICAL PROPOSAL” or “PRICE PROPOSAL” as appropriate.

2.23. Confidentiality

- 2.23.1. Except as provided herein, information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising DIMTS in relation to or matters arising out of or concerning the Bidding Process. DIMTS will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that individuals having access to such material treat the same in confidence. DIMTS will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has legal jurisdiction to require its disclosure or unless it is necessary to do so in order to enforce or assert any claim, right or privilege of DIMTS or to defend any claim, action or proceedings against DIMTS.

2.24. Clarifications Sought by DIMTS

- 2.24.1. To assist in the process of evaluation of Proposals, DIMTS may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be communicated by Letter/Fax/Email. The Bidder

in such cases would need to provide the requested clarification / documents promptly and within one (01) day of such communication, or such timeframe as given by DIMTS for the same, to the satisfaction of DIMTS. It is in the interest of the bidder to provide reply within the timeframe failing which DIMTS may not accept the said information and no change in the substance of the Proposal would be permitted by way of such clarifications.

3.Criteria and Methodology for Qualification and Evaluation

A. General

3.1. Qualification Parameters

- 3.1.1. The Bidder's competence and capability shall be established by following parameters:
- (a) Technical Capability of Bidder, evaluated in terms of the criteria outlined in the Qualification requirements specified in Clause 3.2.
 - (b) Financial Capability of the Bidder, evaluated in terms of turnover of the Bidder specified in Clause 3.3.
- 3.1.2. The Bidder shall meet the qualification criteria as detailed in Clause 3.2 and 3.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as “**Shortlisted Bidder**” and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders, by DIMTS.

3.2. Technical Capability

The Technical Capability of the Bidder shall be evaluated in terms of:

- 3.2.1. The Bidder shall have **minimum 03 (Three) years of experience** in the business of Facility Management Personnel and associated services as on 31.03.2020.
- 3.2.2. The Bidder should have **valid Contract Labour License issued by Labour Department, GNCTD** for undertaking aforesaid activity.
- 3.2.3. In addition to above, the Bidder's competence and capability is proposed to be established in terms of the criteria set out in Clause 3.6. For demonstrating adequacy and appropriateness of the Facility Management Agency requirement, the Bidder shall achieve **at least 75 score/marks** (the “Threshold Technical Capability”).

Note: The Bidder should submit supporting documents as proof to meet the aforesaid criteria like Form V, ESIC & EPF challans, list of clients with deployment of more than 30 men per month.

3.3. Financial Capability

- 3.3.1. The Bidder shall meet the financial criteria if the Bidder had an average annual financial turnover of **at least Rs. Five (5) Crores per annum** during the immediately preceding three (03) financial years. (Ref. Appendix 5).

Note: The Bidders shall provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report. It should be duly certified by the statutory auditor of the company.

- 3.3.2. In case the annual accounts for the latest financial year are not audited and, therefore, the Bidder could not make it available, the Bidder shall give an undertaking to that effect and their statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for two year preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

B. Evaluation Methodology

3.4. Opening of Proposal

- 3.4.1. DIMTS shall open the envelope labelled “**Part I: Technical Proposal**” at an appropriate time to carry out the evaluation process.
- 3.4.2. Any information contained in the Proposal shall not in any way be construed as binding on DIMTS, its agents, successors or assigns, but shall be binding on the Bidder if the work is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.4.3. **In Qualification phase**, Technical Proposal of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, Tender Fee paid, EMD paid, the Proposal being signed by the Authorised Signatory & the Proposal is unconditional without deviations. A Bidder who meets the requisite qualification criteria as detailed in Clause 3.2 and 3.3. will be qualified and referred as “**Shortlisted Bidder**” and the Price Proposals of only such “**Shortlisted Bidder**” shall be opened.
- 3.4.4. DIMTS reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if the same is not responsive in terms of Clause 3.5.
- 3.4.5. Any Proposal not accompanied with valid EMD in the acceptable form as per Clause **Error! Reference source not found.** of ITB will be summarily rejected by DIMTS as being non-responsive.

3.5. Test of Responsiveness

- 3.5.1. Prior to evaluation of Proposals, DIMTS will determine whether each Proposal is responsive to the requirements of the RFP Document.
- 3.5.2. A material deviation or reservation is one

- a) which affects in a substantial way, the scope, quality, and / or performance of the services under the Facility Management Agreement, or
- b) which limits in a substantial way, inconsistent with the RFP Document, DIMTS rights or the Bidder's obligations under the Facility Management Agreement, or
- c) which would affect unfairly the competitive provision of other Bidders presenting substantially responsive bids.

3.5.3. DIMTS reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by DIMTS in respect of such Proposals.

3.6. Evaluation of Technical Proposals

3.6.1. Technical Capability of the “**Shortlisted Bidder**” shall be evaluated and the composite score under the Technical Capability shall be the arithmetic of the marks /scores upto one decimal assigned to the Bidders under each of the parameters listed below.

3.6.2. The evaluation of Price Proposal shall be taken up only after meeting the Technical Threshold Capability requirements in terms of this RFP Document (as set out in Clause 3.2).

Threshold Technical Capability Criteria

Sr. No.	Criteria	Score / Marks
1	Agency's / Organization's Capability – Aggregate Number of Person Man-months deployed in NCR during past 3 Years (i.e. from April 01, 2017 to March 31, 2020)	Maximum 30
a)	Equal to or More than 12,500 person man-months	30
b)	Equal to 5000 to Less than 12,500 person man-months	20
c)	Equal to 2500 to Less than 5000 person man-months	10
2	Average Annual Turnover for the preceding 3 years (i.e. from Financial Year (FY) 2017-18 to FY 2019-20)	Maximum 30
a)	More than Rs. 20 Crore	30
b)	More than Rs. 10 Crore to 20 Crore	25
c)	More than Rs. 5 Crore to 10 Crore	20
d)	At least Rs. 5 Crore	10
3	Relevant Experience: For at least 50 provision s/designation/seats during past 3 years (i.e. from April 01, 2017 to March 31, 2020) in the following areas/field	Maximum 40
a)	Provided Facility Management Personnel to DIMTS for any project since 2007 (weightage of 1 for every 500 man months)	20

Sr. No.	Criteria	Score / Marks
b)	Provided Facility Management Personnel to Central/State Govt for any project during last 3 FY (weightage of 1 for every 500 man months)	10
c)	ISO certification (weightage of 2.5 to each cert)	10
	Total	Maximum Score 100

- 3.6.3. Based on evaluation of Technical Proposals, DIMTS would release a list of Shortlisted Bidders who pass the Phase I evaluation as set out in this RFP Document. For purpose of shortlisting the Bidder should obtain at least 75 marks out of a total of 100 marks.
- 3.6.4. A list of such **Shortlisted Bidders** shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.
- 3.6.5. DIMTS shall intimate a date for opening of Price Proposals to all Shortlisted Bidders and invite them for opening of the Price Proposals. Attendance at such opening of Price Proposals is, however, not mandatory.

3.7. Evaluation of Price Proposals

- 3.7.1. DIMTS shall open the envelope labelled “**Part II: Price Proposals**” of all the Shortlisted Bidders in the presence of the Bidders’ representatives who choose to attend. The Bidders’ authorised representatives who are present shall be required to sign and record their attendance.
- 3.7.2. The Bidders should submit Price Proposal in the format set out in Appendix 8.
- 3.7.3. Proposal of the Bidders would be evaluated on the basis of the “**Management fee (including overheads)**” as a percentage of Total Wages upto one decimal (or “% MF”) quoted in the Price Proposal (Appendix 8). Bidders would be ranked in the ascending order of the MF in the Price Proposal. The Bidder quoting the lowest %MF shall be declared as the **Preferred Bidder**.
- 3.7.4. In the event that two or more Bidders quote the same lowest %MF (the “**Tie Bidders**”), the one having the higher Technical Score out of Tie Bidders will be declared **Preferred Bidder**.
- 3.7.6 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, DIMTS shall declare the Preferred Bidder as the **Successful Bidder**.

3.8. Notification

- 3.8.1. DIMTS will notify the Successful Bidder by facsimile and by a letter in the format set out in Appendix 9 (“Draft Letter of Acceptance”) that its Proposal has been accepted.

3.9. DIMTS's Right to Accept or Reject Proposal

- 3.9.1. DIMTS reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of contract, without any liability or obligation for such acceptance, rejection or annulment.
- 3.9.2. DIMTS reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFP Document at any stage, without any liability or obligation for such invitation and without assigning any reason therefor.
- 3.9.3. DIMTS reserves the right to reject any Proposal at any stage if:
- a) the Bidder does not respond promptly and thoroughly to requests for supplementary information requested by DIMTS for the evaluation of the Proposal; or
 - b) one or more of the pre-qualification conditions has/have not been met by the Bidder; or
 - c) the Bidder has made a material misrepresentation or such material misrepresentation is discovered at any time; or
 - d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices;
- 3.9.4. If such disqualification / rejection occurs after the Price Proposals have been opened and a Bidder gets disqualified / rejected, then DIMTS reserves the right to take any such measure as may be deemed fit in the sole discretion of DIMTS, including annulment of the Bidding Process.
- 3.9.5. Proposals shall be deemed to be under consideration immediately after they are opened until such time that DIMTS makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, DIMTS and/or their employees/representatives on matters relating to the Proposals under consideration.
- 3.9.6. In case it is found, after the issue of the LOA or signing of the Facility Management Agreement or after its execution and during the subsistence thereof, that :
- a) one or more of the pre-qualification conditions have not been met by the Bidder; or
 - b) the Bidder has made a material misrepresentation; or
 - c) the Bidder has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
- then the LOA or the Facility Management Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated by a communication in writing by DIMTS to the Successful Bidder without DIMTS being liable in any manner whatsoever to the Successful Bidder. In such an event, DIMTS shall forfeit and appropriate the EMD or Performance Security, as the case may be without prejudice to any other rights or remedy that may be available to DIMTS in this regard.

3.10. Acknowledgment of Letter of Acceptance (LOA) and Execution of Facility Management Agreement

- 3.10.1. On the basis of evaluation of Proposal, DIMTS shall issue a Letter of Acceptance (LOA) to the Successful Bidder set out in Appendix 9. Within four (04) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to DIMTS the Acceptance Letter in the format set out in Appendix 10.
- 3.10.2. The Successful Bidder shall execute the Facility Management Agreement within seven (07) days of the issue of LOA or such time as indicated by DIMTS.
- 3.10.3. DIMTS will promptly notify other Bidders that their Proposals have been unsuccessful and their EMD will be released as promptly as possible upon signing of the Facility Management Agreement with the Successful Bidder /receipt of Acceptance Letter from the Successful Bidder.

3.11. Performance Security

- 3.11.1. The Successful Bidder shall furnish Performance Security as per Facility Management Agreement and in terms of LOA valid for 90 (ninety) days beyond period of Facility Management Agreement, by way of an irrevocable Bank Guarantee issued by a Nationalised Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of “**Managing Director & CEO, Delhi Integrated Multi Modal Transit System Limited**”, payable at Delhi as required under the Facility Management Agreement, within seven (07) days from the date of issue of LOA. For the avoidance of any doubt, ‘Scheduled Bank’ shall mean a Bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934.
- 3.11.2. Failure of the Successful Bidder to comply with the requirements of Clause 3.10.2 or Clause 3.11.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the EMD. In such an event, DIMTS reserves the right to take any such measure as may be deemed fit in the sole discretion of DIMTS, including annulment of the Bidding Process.

3.12. Rollout Plan

On execution of Facility Management Agreement alongwith submission of Performance Security, DIMTS shall provide a minimum of one week notice to Successful Bidder to provide Facility Management. During next 3 years from issuance of LOA, DIMTS will requisition the Facility Management required to Successful Bidder from time to time. Ab-initio, DIMTS envisages a total deployment of about 30 Facility Management Personnel.

Appendix 1: Schedule of Bidding Process

DIMTS would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1	Release of RFP Document for selection of vendor for Facility Management Personnel.	10 September, 2020
2	Last Date and time of proposal of queries/ clarifications	15 September, 2020 by 1200 Hrs IST
3	Response to queries/clarifications	21 September, 2020 by 1200 Hrs IST
4	Proposal Due Date	24 September, 2020 by 1200 Hrs IST

Appendix 2: Format for Covering Letter

Date: _____

To

Managing Director & CEO,
Delhi Integrated Multi-Modal Transit System Ltd.
8th Floor, Block 1, Delhi Technology Park,
Shastri Park, Delhi 110 053, India

Dear Sir,

Re: Proposal for Provision of Facility Management Personnel

We hereby submit our Proposal for the captioned subject as per the following details:

1. We are enclosing and submitting herewith our Proposal in one (1) original and one (1) copy, along with the information and documents as per the requirements of the RFP Document, for your evaluation and consideration.
2. The Proposal is unconditional and we agree to abide by all the terms and conditions of the RFP Document.
3. I / We agree to keep our Proposal valid upto _____ (90 days from Proposal Due Date).

Dated thisDay of, 2020.

Name of the Bidder
Signature of the Authorised Person
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder*

Appendix 3: Format for Power of Attorney for Signing of Proposal

(On Non – Judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the provision of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **Provision of Facility Management Personnel** including signing and proposal of all documents and providing information / responses to Delhi Integrated Multi-Modal Transit System Limited (“DIMTS”), representing us in all matters before DIMTS, and generally dealing with DIMTS in all matters in connection with our bid for the said contract

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Appendix 4: Format for Details of Bidder

1.
 - (a) Name
 - (b) Country of incorporation/registration
 - (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
 - (d) Date of incorporation and/or commencement of business.
 - (e) PAN
 - (f) GST No along with GST Certificate
 - (g) NEFT Details along with a cancelled cheque
 - (h) MSME status along with a copy of certificate
 - (i) EPF & ESIC registration No along with a copy of certificate

2. Brief description of the Bidder including details of its main lines of business.

3. Details of individual/s who will serve as the point of contact / communication for DIMTS:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number:
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number:
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

5. Duly filled compliance form as per the details below:

COMPLIANCE FORM

Sr. No.	QUESTIONNAIRE	REMARKS/ STATUS
1)	Is your company incorporated under the Companies Act, 1956 or Companies Act, 2013 for providing Facility Management	

Sr. No.	QUESTIONNAIRE	REMARKS/ STATUS
	personnel (Please specify date & attach copies of certificate of incorporation, certificate of commencement of business, Articles of Association and Memorandum of Association.)	
2)	Valid Contractor License for existing contracts with clients having deployment of 30 or more men per month. (mentioned in clause 3.2.2)	
3)	Valid Form V for existing contracts with clients (mentioned in clause 3.2.2)	
4)	Half yearly return form no. XXIV submitted last with the labour department.(please attach the copy)	
5)	Copy of latest GSTR-1 & GSTR-3B	
6)	Copy of EPF & ESIC returns for last three FYs	
7)	Copy of Income tax returns for last three years ending 31-3-2020	

*** Note: Please note that in absence of above mentioned proofs/documents/not providing any information, Proposal may not be considered at all.**

Appendix 5: Format for Financial Capability of the Bidder

(Rs. in Lakhs)

Bidder	Annual Turnover		
	Year 1 (From 2017 to 2018)	Year 2 (From 2018 to 2019)	Year 3 (From 2019 to 2020)

General Instructions:

1. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor's report. Failure to do so would be considered as a non-responsive Proposal.
2. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
3. Certificate from the statutory auditor of the company as per clause 3.3.1.

Appendix 6: Contract Executed by the Bidder

(During last three years i.e from April 01, 2017 to March 31, 2020)

The details of Contract Executed by the Bidder for Provision of Facility Management Personnel are as given below and in terms of Appendix 6A:-

No.	Client	Date of Commencement	Date of Completion	Person Man-months	Nature of Services	Value of work (in Rs.)
1						
2						
3						
4						
5						
Total						

Dated thisDay of, 2020

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

- It may be noted that in the absence of anyone of the above (including copy of the order from client, work completion certificate and supporting documents), the information would be considered inadequate and could lead to exclusion of the relevant experience in evaluation of experience.*

Appendix: 6A

It may be noted that in the absence of any detail from the certificates specified in the following paragraphs, the information would be considered inadequate and could lead to exclusion of the relevant experience/contracts in evaluation of experience.

- The Bidder shall provide a certificate from its Statutory Auditor in format given below :

This is to certify that _____ (<i>Name of the Bidder</i>)		
Description	Value	
Aggregate Number of Person Man-months deployed during past 3 years (i.e. from April 01, 2017 to March 31, 2020)		
Average Annual Turnover for the preceding 3 years (i.e. from Financial Year (FY) 2017-18 to FY 2019-20)		
Relevant Experience: (specify the area of experience and number of persons deployed during past 3 years i.e. from April 01, 2017 to March 31, 2020), refer Clause 3.6.3 of this RFP Document)	Number of persons/Designations	Field/area of experience
a)		
b)		
c)		
d)		
Signature of the Statutory Auditor of the Bidder		

- The Statutory Auditor shall consider client certification/ actual order executed for providing such certification. Copy of relevant document which the statutory auditor considers for evaluation shall be submitted alongwith this certificate.

Appendix 7: Format of EMD

(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

To

**The Managing Director & CEO,
Delhi Integrated Multi Modal Transit System Limited (DIMTS)
8th Floor, Block 1, Delhi Technology Park,
Shastri Park, Delhi 110 053, India**

Date : _____

KNOW ALL MEN by these present that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto Managing Director & CEO, Delhi Integrated Multi Modal Transit System Limited, (hereinafter called "DIMTS") for the sum of Rs. _____ (Rupees _____ only) for which payment truly to be made to DIMTS, the Bank hereby binds itself, its successors and assigns by these present.

Whereas..... (NAME OF BIDDER) has submitted its bid dated..... (date of proposal of bid) for Provision of Facility Management Personnel in terms of the RFP Document dated _____ and due on _____ issued by DIMTS, (hereinafter called "the Bid").

AND WHEREAS the Bidder is required to furnish a EMD for the sum of Rs.5,00,000 (Rs. Five Lakhs only).

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

1. We agree as follows:

- (a) That DIMTS may without affecting this guarantee grant time of or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between DIMTS and the Bidder.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That any demand made by DIMTS shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till:
 - i.) the Bidder, in case his Proposal is accepted by DIMTS, executes a Facility Management Agreement after furnishing the Performance Security as per the provisions of the RFP Document; or
 - ii.) 90 (Ninety) days from the Proposal Validity Period

- (e) That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

2. The Conditions on this obligation as per RFP Document are:

- (a) If the Bidder withdraws its Proposal except as provided in Clause 2.22.1 or
- (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 3.10.1; or
- (d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or
- (e) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 2.12.4 to 2.12.6 of this ITB.
- (f) If the Bidder, having been notified of the acceptance of his Proposal by DIMTS, during the period of Proposal Validity Period:
 - I. fails or refuses to furnish the Performance Security in accordance with Instructions to Bidders and/or
 - II. fails or refuses to enter into a Facility Management Agreement within the time limit specified in the Instructions to Bidders.

We undertake to immediately pay to DIMTS in Delhi the above amount upon receipt of its first written demand, without DIMTS having to substantiate its demand, provided that, in its demand, DIMTS will note that the amount as claimed by it is due to it owing to the occurrence of any one or more of the conditions mentioned above, specifying the occurred condition or conditions.

SIGNATURE OF _____
AUTHORISED OFFICIAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

NAME OF OFFICIAL _____

DESIGNATION _____

STAMP/SEAL OF THE BANK

Appendix 8: Contents and Format of Price Proposal

Date: _____

To

Managing Director & CEO
Delhi Integrated Multi-Modal Transit System Ltd.
8th Floor, Block 1, Delhi Technology Park,
Shastri Park, Delhi 110 053, India

Sub: Price Proposal: Provision of Facility Management Personnel

Dear Sir,

I/We _____ herewith submit Price Proposal for selection of my/our firm as an agency for Provision of Facility Management Personnel as per terms and conditions of RFP Document dated _____ issued by Delhi Integrated Multi-Modal Transit System Limited.

The Management fee and overheads as given in Appendix 8A for carrying out the entire scope of services, will be _____ % of Total Wages (XX.X% upto one decimal) (in words -----percent of Total Wages) during the contract (subject to revision in Appendix 8A).

The GST as applicable on the date(s) of payment(s) shall be paid additionally.

Name of Authorised Signatory

Signature of Authorised Signatory (With Stamp of the Bidder)

Business Address: _____

Place: _____

Date: _____

Appendix 8: Rate of Minimum Wages as per latest Notification of Labour Dept, GNCTD

1. Rates of minimum wages will be as notified by Labour Department, GNCTD from time to time.
2. The management fees is inclusive of all costs incurred towards police verification, uniform, training, transport, communication, group accidental insurance and any other misc. subject in terms of good industry practice.
3. Payment of bills will be on reimbursement basis after verification by nominated third party.
4. **Monthly bill** will comprise of wages, EPF & ESIC whereas Statutory Bonus for FY will be claimed by 30th Jun and leave encashment for calendar year will be claimed by 31st Mar of next year.

Notification No. F. 13(1)/2018/MW/Lab/3602 dated 22.10.2019				
Sr. No.	Description	Rates		
		Un - Skilled	Semi-skilled	Skilled
		Housekeeping & Catering Staff	Record Keeper	Supervisor
A	Minimum Rates	14842	16341	17991
B	ESIC contribution by the Agency @ 3.25% of (A)	482.37	531.08	584.71
C	EPF contribution by Agency @ 13% of (A)	1929.46	1950.00	1950.00
D	Total wages (A+B+C)	17253.83	18822.08	20525.71
E	Management Fee and Overhead @ X% of total wages (D)			
F	Total wages plus Management Fees payable to Agency (D+E)			

Annual Bill

G	Annual Leave with wages (15 days per year)(15/(365-52-3-15)*(A))	754.68	830.90	914.80
H	(Statutory Bonus) equal to (8.33% * (A)	1236.34	1361.21	1498.65
I	Total wages (G+H)	1991.02	2192.10	2413.45
J	Management Fee and Overhead @ X% of total wages (I)			
K	Total wages plus Management Fees payable to Agency (I+J)			

Note:

- (1) The Applicable minimum wage rate shall be revised based on notifications issued by Labour Department, Government of NCT of Delhi for Unskilled, Semiskilled and Skilled Labour in all schedules employments except employment in "Shop And Establishment and employment in 'Clubs' from the website www.delhi.gov.in/wps/wcm/connect/doiit_labour/Labour/Home/Minimum+Wages. As on date of bidding, the latest notification is dated October 01, 2013.
- (2) Employees State Insurance Act, 1948 shall be applicable for ESI contribution to Agency's Personnel.
- (3) Agency will be fully liable to extend benefits to agency personnel of EPF as per EPF Act 1952.
- (4) Statutory Bonus as per the Payment of Bonus Act, 1965.
- (5) Leave encashment with Wages as per the Minimum Wages Act, 1948
- (6) Gratuity to as per the Payment of Gratuity Act, 1972. The premium towards the Gratuity policy shall be paid to the Agency as reimbursement.
- (7) The Management Fee and Overheads shall include the following :
 - a) Cost of Third Party/Police Verification
 - b) Costs towards local transport, communication etc.
 - c) Necessary insurance cover for Personnel / losses in terms of good industry practices
 - d) Uniform for the Personnel
 - e) All other overheads costs, management fees, profits etc.,
 - f) Any other liability arising out of the scope of work envisaged for Facility Management Personnel and Supervisors.

Other Conditions

- i.) Fees are subject to change in Applicable Law and upto the extent of such change in the Applicable Law.
- ii.) Maternity Leave in terms of the Maternity Benefit Act, 1961 and payment shall be made at actuals over and above the Fees subject to proposal of necessary documents/proof.
- iii.) Any of the Agency's Personal engaged on overtime shall be entitled to remuneration for such overtime in terms of Minimum Wages Act, 1948
- iv.) Agency shall submit its monthly bills towards monthly charges payable to the agency along with date-wise duty-roster sheet for the said billing period duly verified by the third party authorized by DIMTS in this regard on or before the 15th^d day of the month.
- v.) Payments on account of provision of service on the national holidays, shall be paid at 100% additional Fees.

Signature of Bidder (With Stamp of the Bidder)

Name: _____

Business Address: _____

Place: _____

Date: _____

Appendix 9: Format for Draft Letter of Acceptance (To be issued by DIMTS)

Date:

To

Authorised Signatory of the Successful Bidder

Dear Mr. _____,

Subject: Letter of Acceptance for Provision of Facility Management Personnel.

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} (“SB”) in response to the Request for Proposal (“RFP”) Document (along with the amendments made thereafter) released by DIMTS Ltd. (“DIMTS”) on _____ {date of release of RFP Document}.
2. The aforesaid Proposal was considered and evaluated by DIMTS for this purpose.
3. *Further, subsequent discussions were held with you on _____ and the summary of such discussions is set out in the enclosure/s. {To be inserted where such discussions have been held}*
4. DIMTS, is now pleased to inform that (name of the SB) has been selected as the Successful Bidder for the subject contract.
5. This letter is intended to convey DIMTS’ acceptance of the Proposal submitted by..... (name of the SB), wherein (name of the SB) has quoted the lowest rates for Provision of Facility Management Personnel.
6. You are hereby requested to submit Acknowledgement of Letter of Acceptance, duly signed by the authorized signatory, within Four (04) days from the date of this letter.
7. Further, you are also requested to comply, within seven (07) days from the date of receipt of this Letter of Acceptance, with the conditions set out below:
 - (a) Furnish a Performance Security from a Nationalized Bank of a sum of Rs..... (Rupee only), in terms of the draft Facility Management Agreement;
 - (b) Execution of the Facility Management Agreement.

Kindly note that this communication by itself does not create any rights or contractual relationship with DIMTS. Any such right or relationship shall come into effect upon complying with conditions set out in Para 7 and the execution of Facility Management Agreement.

Yours truly,

Appendix 10: Format of Acceptance of Letter of Acceptance (To be submitted by Successful Bidder to DIMTS)

Date: (Within four (4) days of date of LOA)

To

Managing Director & CEO,
Delhi Integrated Multi-Modal Transit System Ltd.,
8th Floor, Block 1, Delhi Technology Park,
Shastri Park, Delhi 110 053, India

Subject: Letter of Acceptance for Provision of Facility Management Personnel

We are pleased to acknowledge the Letter of Acceptance issued by DIMTS vide their letter Ref. dated..... for Agency for Provision of Facility Management Personnel.

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within seven (07) days of the date of the LOA:

1. Execute the Facility Management Agreement
2. Furnish a Performance Security of the amount of Rs..... as per the terms of the Facility Management Agreement

.....
Name of Successful Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *On the Letter Head of the Bidder*

Part I –Draft Facility Management Agreement

(to be issued separately)