



दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का एक संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. HR/DCE/eTender/2022

Dated: 02.02.2022

LETTER OF ACCEPTANCE

M/s MeritTrac Services Pvt Ltd.,
14, Manipal Towers,
HAL Airport Road,
Bangalore, Karnataka -560008

Sub: Contract for Conduct of end-to end online Selection process for Departmental Competitive Examination

Ref: (i) Online open e-Tender submission on e-tendering portal on 24.09.2021.
(ii) Opening of Financial bids online on 14.01.2022

Sir,

This has reference to the bid submitted by your firm/company, dated: 24.09.2021, in response to open tender, viz., HR/DCE/2021. DMRC is pleased to award the contract to you, **M/s Merittrac Services Pvt Ltd**, for a duration of 1 (one) year from the date of issue of the Letter of Acceptance, on the following terms and conditions:

- Scope of Work:** As detailed in the "Employer's Requirements" in the Tender Documents, i.e., Open e-Tender: HR/DCE/2021, uploaded on the e-Procurement System, Government of India, dated: 03.09.2021.
- Rate per candidate:** Rs. 205/ only (Rs. Two Hundred Five only) per candidate, including all taxes including GST, duties, octroi, royalties etc. @ a contract amount of Rs.9, 22,500/-.
- This 'Letter of Acceptance' is sent herewith to you in duplicate. You are requested to return one copy of it duly acknowledged and signed by the authorized signatory on all pages indicating "Unconditional Acceptance" thereof, so as to reach the undersigned within seven days (one week) of the receipt of this letter.
- You shall ensure full compliance with the Tax Laws of India with regard to this contract and shall be solely responsible for the same. You shall keep the employer fully indemnified against your liability of tax, interest, penalty, etc, in respect thereof which may arise.
- Commencement of work:** The stipulated date of commencement of the work shall be "within seven days from the date of issue of Letter of Acceptance," or, as per the instructions, as per clause 1.1.2 (m) of NIT.
- Payment:** No advance payment is permissible. The payment plan would be as follows.

SN	Payment Schedule	Percentage of total cost
1	After finalization of centers, allotment of center to the candidates.	40% of total cost
2	Preparation/jumbling of question sets (bilingual) and testing of hardware and software at the centers. Completion of online exam, Objection Management and preparation of panel and other works.	40% of total cost
3	After successful completion of the entire work and returning of examination material	20% of total cost

- Execution of Contract:** The contractor shall not Sub-contract/Transfer or assign the contract to a third party.

Contd....

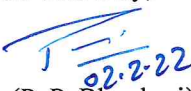
8. It may please be noted that until a formal agreement is executed, this letter will constitute a binding Contract between you and the DMRC. The LOA will be a part of the Tender Documents as per 1.3 of NIT. Please take necessary action as required vide Clause Nos. F4 and F5 of Instructions to Tenderers (ITT) regarding signing of agreement within 45 days from the date of issue of Letter of Acceptance and submission of performance security within 30 days from the date of issue of LOA. Further, it is pertinent to mention that delay in submission of performance security shall attract penal interest/lead to termination as per clause 4.2 of GCC.

9. Penalty clause:

- a) The agency shall be required to undertake full responsibility of the safe custody and to maintain *utmost secrecy* of the documents/Question Papers supplied by the DMRC. Each document and data given by the DMRC shall be kept confidential and no part of it shall be divulged to any person at any point of time. Servers and computer (complete examination system) shall be hacking proof. The agency shall ensure complete secrecy of the question paper and bilingual translation must be done under utmost confidentiality. Standard protocols may be strictly adhered to in the process. In case of leakage of question papers at the end of the agency, pending payments will also be forfeited. DMRC may also contemplate other action as deemed fit in accordance with law.
 - b) The Agency shall ensure to undertake all measures under Covid protocol, viz., sanitization of centres, monitoring of temperatures of the candidates/personnel at entry, hand washing facilities, adequate distance, as per the guidelines, between two candidates, etc., but not limiting to the above, to stop the spread of Covid infection in the centres.
 - c) The agency shall have to ensure 100% matching of particulars of the candidates in respect of photograph, Name of Admission Certificate/Identity Card and Attendance Sheets. Mismatch, if any, will be treated as an error.
 - d) The accuracy of Paper-I and Paper-II result has to be maintained at 100%. A penalty of Rs. 2000/- (Rupees Two Thousand only) per error will be imposed. The error shall be counted after the declaration of the result.
 - e) The Agency shall ensure 100% accuracy in uploading of the question papers for the purpose of Objection Management, after completion of the CBT.
 - f) The agency shall have to ensure 100% accuracy in uploading the mark sheets of the candidates. Mistake in marks, etc., will be treated as error. For each mistake Rs. 1000/- will be deducted. The agency should maintain the response sheet in the standard format as required by the DMRC.
 - g) The Agency shall be liable to prepare and supply various reports related to the examination as per the instructions of the DMRC, in the formats given/approved by the DMRC. 100% accuracy in the reports has to be ensured by the agency.
 - h) In case, the examination is cancelled/postponed at the last moment or disrupted due to the cause attributed to the agency, a re-examination will have to be conducted by the Agency at no extra cost to the DMRC. All the other terms and conditions of the current contract shall remain the same and will be applicable in that case.
10. Dispute/Jurisdiction: Any legal issue arising in relation to the tendered work, jurisdiction of the courts will be at Delhi/New Delhi.
11. All the works shall be executed in accordance with the specifications stipulated in the Tender documents.
12. You are instructed to register yourself on the vendor payment portal on receiving the LOA. The instructions to do the same are provided in Annexure-A.

Thanking You,

Yours Sincerely,


(P. P. Bhardwaj)

Dy. General Manager/HR

Encl: As Above

ANNEXURE A

In order to facilitate contract management and ensure timely processing of requests made by the vendor, DMRC has implemented the Vendor Payment Portal that will allow the vendor to register themselves, raise payment requests, modify vendor information and request variation in contract. The portal will provide updates to the vendor and DMRC of the current status of the process and help to ensure timely action.

To register on the portal follow these steps

1. Go to : <https://vpp.dmrc.org>
2. Click on vendor sign up button.
3. Enter the required contact information and contract details.
4. The information about nodal officer may be obtained from engineer-in-charge
5. Click on submit button.
6. You will get the message "Your request has been sent to the nodal officer for verification. Once verified, you will receive notification via email and sms."

In case of any queries, click the help button on the landing page:

1. Queries can be sent on the following email id : vpp.support@dmrc.org
2. User manual is available by clicking the button: " Download vendor user manual" on the help page