

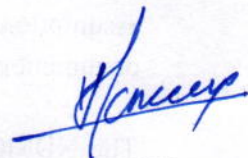
**REQUEST FOR PROPOSAL**  
**FOR**  
**“SELECTION OF TECHNICAL CONSULTANT FOR PLANNING OF SMART  
ROADS AND MARKETS IN NDMC AREA”**

No : D/1234/EE (CP)/2016

DATED : 31 /12/2016



**EXECUTIVE ENGINEER (CONNAUGHT PLACE)**  
**CIVIL ENGINEERING DEPARTMENT**  
**NEW DELHI MUNICIPAL COUNCIL**  
**1611, 16<sup>TH</sup> FLOOR PALIKA KENDRA**  
**SANSAD MARG, NEW DELHI-110001**  
**[www.ndmc.gov.in](http://www.ndmc.gov.in)**



### **Disclaimer**

The information contained in this Request for Proposal document ("**RFP Document**") or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of New Delhi Municipal Council (hereafter referred to as "NDMC") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the NDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document 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, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The NDMC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

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

The NDMC, its employees and advisors 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

The NDMC also accepts no liability of any nature whether resulting from negligence or





The NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the NDMC is bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the NDMC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

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



## OVERVIEW OF NDMC

### 1 About New Delhi Municipal Council (NDMC)

NDMC is one of the five urban local bodies in National Capital Territory (NCT) of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25 March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. It is governed by a 13 member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, and the Members of New Delhi and Delhi Cantonment Legislative Assembly Constituency.

NDMC consists of nearly 3% of the area and 2.5 lakh of the resident population of NCT of Delhi. However, an estimated 16-20 lakh floating population in daytime poses challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi and important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and the Embassy area. The strategic geo-political location of NDMC and its history is of great significance and hence the efficient functioning of the municipal body is of utmost importance locally and nationally.

### 2 NDMC's key responsibilities are :-

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health
- Maintenance of public parks, gardens or recreational centres

NDMC is one of the few local bodies in the country, which is financial self-reliant. It is also a distribution company for water and electricity and its municipal solid waste is 100% scientifically disposed of.

### 3 NDMC's TRANSFORMATION INTO A SMART CITY

NDMC has been one of the first cities to initiate Smart City projects which inter-alia include city-wide Wi-Fi services in the Connaught Place and Khan Market area, Multi-tier automatic parking system at Sarojini Nagar and Baba Khark Singh Marg, a multi utility (Service corridor) duct of about 1.2 km in the Connaught Place area and e-governance initiatives such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth and death,



electricity water connections. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the 20 Smart Cities under the Smart City Mission.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. NDMC Vision for Smart City is thus:

**“To be the Global Benchmark for a Capital City”**

**NDMC invites proposals for "Selection of Technical Consultant for planning of smart roads and markets in NDMC area"**

### **PROJECT FRAMEWORK**

New Delhi Municipal Council (NDMC) endeavours to redesign and develop select roads and market areas in its area which are future ready and in compliance with smart city program. The purpose of this project is to engage technical consultants to plan, redesign, and projectivise various initiatives to develop the roads and markets in the NDMC area as smart and convenient to the citizens and pedestrians.

### **BIDDING FRAMEWORK**

A sole proprietorship, registered partnership firm, public Ltd. Company, Private limited companies or consortium shall be finalized in an open, transparent and competitive two stage bidding process as envisaged herewith:

The RFP must be submitted as per the instructions laid down in the document titled RFP for "Selection of Technical Consultant for planning of smart roads and markets in NDMC area".

**RFP document can be downloaded from [www.ndmc.gov.in](http://www.ndmc.gov.in).**

A bidder shall be selected in a two stage evaluation process from the technical bid and financial bid submitted by bidders complying with the bidding process outlined in the RFP documents.

### **RFP SUBMISSION**

The RFP must be submitted at the following address before 15.00 hrs. (IST) latest by  
23/01/2017

**The Executive Engineer (CP),  
New Delhi Municipal Council  
Room No. 1611, 16<sup>TH</sup> Floor,  
Palika Kendra,  
Sansad Marg New Delhi  
Ph No. 23362429**



## PREBID MEETING

On 09/01/2017 at 1100 hrs in the CE(C-I), 15<sup>th</sup> Floor, Room No.-1501, Palika Kendra, Sansad Marg, New Delhi-110001. NDMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. Changes / Minutes of Meetings will be posted on [www.ndmc.gov.in](http://www.ndmc.gov.in).

Applicant/Agencies are advised to study this RFP document carefully prior to submitting their bid/proposals in response to the RFP document. Submission of a proposal in response to this notice shall be deemed to have been done after a careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.

All subsequent notifications, changes and amendments will be uploaded on the NDMC's website.

### Key Events and Dates

| S. No. | Information                                                                      | Details                                                                                                                                                             |
|--------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Advertising Date                                                                 | Date and Time (D&T) 31/12/2016                                                                                                                                      |
| 2.     | Last date to send in requests for clarifications                                 | 07/01/2017                                                                                                                                                          |
| 3.     | Date, Time and Place of Pre-Bid conference                                       | 09/01/2017, 1100 hrs<br>Chief Engineer (Civil-I), 15 <sup>th</sup> Floor,<br>Room No.-1501, Palika Kendra,<br>Parliament Street, New Delhi-<br>110001               |
| 4.     | Release of response to clarifications would be available at                      | 13/01/2017<br><a href="http://www.ndmc.gov.in">www.ndmc.gov.in</a>                                                                                                  |
| 5.     | Last date and time for submission of bids (Bid Due Date)                         | 23/01/2017 1500 hrs                                                                                                                                                 |
| 6.     | Technical Bid Opening Date & Time                                                | 23/01/2017 1530 hrs                                                                                                                                                 |
| 7.     | Financial Bid Opening Date & Time                                                | To be informed                                                                                                                                                      |
| 8.     | Address for communication and hard copy submission of documents / correspondence | Office of the<br>Executive Engineer (CP),<br>Civil Engineering Department,<br>16th floor, Room No. 1611,<br>Palika Kendra, New Delhi-110001<br>Phone:- 011-23362429 |

Other Important Information Related to Bid

| S. No. | Item                                                                       | Description                                                                                                                                                                         |
|--------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Earnest Money Deposit (EMD)                                                | Rs. 4 Lakhs (Rupees Four Lakh Only)                                                                                                                                                 |
| 2.     | RFP document fee                                                           | Rs.5,000 (Rupees Five Thousand Only)                                                                                                                                                |
| 3.     | Bid Validity Period                                                        | One-hundred-and-eighty days (180) from the date of opening of Bids.                                                                                                                 |
| 4.     | Last date for furnishing Performance Guarantee to NDMC by preferred bidder | Within thirty (30) days of the date of issue of Letter of Award (LOA).                                                                                                              |
| 5.     | Performance Guarantee                                                      | An amount equal to 10% of the quoted bid of the preferred bidder                                                                                                                    |
| 6.     | Performance Bank Guarantee (PBG) validity period                           | Valid for a period from the date of signing of the concession agreement till four month beyond the validity of the agreement, or successful completion of work, whichever is later. |
| 7.     | Last date for signing the Concession Agreement                             | Within thirty (30) from the date of issue of Letter of Award.                                                                                                                       |



## BID SUBMISSION FORM

Date:

### LETTER OF BID

To

EXECUTIVE ENGINEER (CP)  
NEW DELHI MUNICIPAL COUNCIL  
16<sup>th</sup> floor Room No 1611, Palika Kendra,  
Sansad Marg, New Delhi 110001

Ref: Invitation for Bid No. **RFP NO.** \_\_\_\_\_

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for **Selection of Technical Consultant for planning of smart roads and markets in NDMC area.** NEW DELHI MUNICIPAL COUNCIL, "16<sup>th</sup> Floor Room No 1611 Palika Kendra Sansad Marg, New Delhi.
3. Our bid is for package number \_\_\_\_, and shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance guarantee in accordance with the RFP Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

## BIDDER'S PROFILE

### General:

1. Name of the firm.....
2. Name of the authorised person submitting the Bid "Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
5. Address of the firm.....
6. Tel no. with STD code  
(O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website address  
.....
11. Registration & incorporation particulars of the firm:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other – Please specify.....
12. Name of  
Director(s).....
13. Email ID of Director  
(s).....
14. Mobile Number of Director (s).....
15. Bidder Bank Address and current Account Number.....
16. Permanent Income Tax number, Income Tax circle .....



(Please attach copies of income tax return for last three years)

.....

17. Service Tax Number.....

(Please attach copies of Service Tax Registration Number)

18. TIN Number.....

19. EPF Registration Number.....(if applicable).....

20. ESIC Registration Number.....(if applicable) .....

21. Particulars of Earnest Money Deposit

i) Demand Draft / Bank Guarantee No.....

ii) Date.....

iii) Name of Bank.....

iv) Address of Bank.....

v) Validity of BG/ DD.....

22. Particulars of RFP Fee

i) Demand Draft No. ....

ii) Date. ....

iii) Name of Bank.....

iv) Address of Bank. ....

v) Validity of DD.....

23. Description of Similar works include conceptual master planning, survey & designing, cost estimates preparation, preparation of working and detailed drawings for tenders etc for up gradation/redevelopment of public places/street landscaping/pedestrian walk ways of roads and market places/public spaces in India/Abroad.

| Description of Work/ Order Executed | Actual Value of work/ order executed | Name Government/ Department/ Organization | Date of Start | Finish Date | Document evidence at page No. |
|-------------------------------------|--------------------------------------|-------------------------------------------|---------------|-------------|-------------------------------|
|                                     |                                      |                                           |               |             |                               |

## UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the NEW DELHI MUNICIPAL COUNCIL to forfeit the Earnest Money/ Performance Guarantee deposit by me/us and initiate proceedings to blacklist me/us in case of breach of conditions of Contract.

Place:

Date:

Signature of Bidder/Authorized

signatory.....

Name of the

Bidder.....

Seal of the Bidder



## REQUEST FOR PROPOSALS

### PART-A

#### SECTION- I INSTRUCTIONS TO BIDDERS

1.1 This RFP for “**Selection of Technical Consultant for planning of smart roads and markets in NDMC area**” comprises:

- i. Part-A: Instructions to Bidders and Bid Evaluation Process
- ii. Part-B: Draft Agreement

1.2 **Project Frame work:**

The New Delhi Municipal Council (NDMC) intends to redesign and develop select roads and market areas in its area which are future ready and in compliance with smart city program through “**Selection of Technical Consultant for planning of Smart roads and markets in NDMC area**”. The purpose of this project is to engage technical consultants to plan, redesign, and projectivise various initiatives to develop the roads and markets in the NDMC area as smart and convenient to the citizens and pedestrians. Select roads and markets will be tendered in two packages and awarded to two separate technical consultants.

#### **GENERAL INSTRUCTION**

- 1.3 For the Bidding / RFP Document Purposes, ‘NEW DELHI MUNICIPAL COUNCIL’ shall be referred to as ‘NDMC’ and the interested sole proprietorship or registered partnership firm or Public Limited Company or Private limited company or consortium shall be referred to as ‘Bidder’.
- 1.4 The Bidders are advised to inspect the Roads as per details given in para 2.1 below before filling in and submitting the bids to get fully acquainted with the scope of work, as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.5 The sealed bidding documents should be delivered in the Executive Engineer (CP) office by the stipulated date and time. RFP Documents may be collected from Executive Engineer (CP) 16<sup>th</sup> Floor Room No 1611 Palika Kendra Sansad Marg, New Delhi 110001 on payment of RFP Cost of Rs.5,000/- for a Package through Bank Draft/Pay Order in favour of **Secretary NDMC, payable at New Delhi** on any working day between 3.00 pm to 5.00 pm.
- 1.6 The RFP documents may be downloaded from this office website [www.ndmc.gov.in](http://www.ndmc.gov.in). Those bidders who wish to download the RFP documents from the office website should furnish the RFP cost of Rs.5,000/- for through Bank Draft/Pay Order in favour of **Secretary NDMC, payable at New Delhi** alongwith

the Bidding Documents.

- 1.7 While all efforts have been made to avoid errors in the drafting of the RFP documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the RFP documents shall be entertained.
- 1.8 Each page of the RFP documents must be stamped and signed by the person or persons authorized for submitting the RFP in token of his/their having acquainted himself/ themselves and accepted the entire RFP documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the NDMC. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.9 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder as per **Appendix VII.**
- 1.10 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with the requisite documents, or any other requirements, stipulated in the RFP documents are **liable to be rejected.**
- 1.11 **Bidder should only be a (i) sole proprietorship, or (ii) registered partnership firm, or (iii) Public Limited Company registered under the Companies Act, 1956/2013, (iv) Private Limited Company registered under the Companies Act, 1956/2013, or (v) consortium of any them. The lead bidder in case of a consortium shall be registered in India for atleast three years (Refer Appendix –IV).**
- 1.12 The total 36 Nos. (including 14 Roads of Connaught Place) of Smart Roads have been divided into two Packages (Package -I and Package- II).
- 1.13 The bidder shall submit bid only for one package out of two packages. A bidder cannot participate in bids for both the packages individually or as a member of the consortium.
- 1.14 Experience of having successfully completed works as under:-
  - (i) Three similar works each of value not less than **Rs.80 Lacs**, or two similar work each of value not less than **Rs.1.2 crore**, or one similar work of value not less than **Rs.1.6 crore** during last 7 years ending previous day of last date of submission of bid ; and



Similar works include conceptual master planning, survey & designing, cost estimates preparation, preparation of working and detailed drawings for tenders etc for up gradation/redevelopment of street landscaping, pedestrian walk ways of roads and market places/public spaces, or such development of public places in India/Abroad.

(ii) One completed work of any nature (either part of clause 1.14 or a separate one) costing not less than the amount equal to **Rs.80 Lacs** of the estimated cost with some Central Government Department/State Government Department/Central Autonomous Body/State Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any Act by Central/State Government and Published in Central/State Gazette, during last 7 years ending previous day of last date of submission of bid; and

(iii) The average annual turnover of the Applicant from consultancy assignments during last 3 years should be **Rs.1 crore and should not having incurred losses during last three years** . In case of a consortium, this criteria must be met by the lead member of the consortium (Refer **Appendix –III**); and

(iv) The Applicant should not be blacklisted with any state or central government agency as on date of opening of technical bid.(Ref. **Appendix-VI**)

## **SECTION 2: OBJECTIVE AND SCOPE OF WORK**

**2.1 OBJECTIVES:** The main objective of consultancy services is to:

- i. Undertake quick reconnaissance survey of the specified area in the given package, and Comprehensive study of Traffic (all modes including Pedestrian and NMT) movement along the corridor/network.
- ii. Propose a comprehensive solution addressing the need of motorized and pedestrian and NMT traffic based on the Ministry of Urban Development & UTTIPEC policies/ Guidelines propose a comprehensive solution for on-street and off-street parking ensuring smooth and safe movement of motorized and pedestrian and NMT traffic.
- iii. Informative shoulder mounted signage and road marking.
- iv. Landscaping of available space.
- v. Smart bus stops with provision of Integrated Solar Panels, Wi-Fi Hot spots, Solar Powered Charging points, Tactile flooring, Vending Machine, Led display Panels, Facilities for visually Impaired etc.

- vi. Street stretches with provision of smart sit out Street furniture, Information Kiosks, eateries, cycle track, landscaping lights, Smart Interactive Panels, Smart Poles, sculptures, vertical garden etc.
- vii. Public toilets, wherever feasible.
- viii. Facilities in form of drinking water – Water ATM, information booths, litter bins.
- ix. Urban landscaping including beautification and environmental works including water bodies.
- x. Space for advertisement panels conforming to rules and regulations in force.
- xi. Any other measures to enhance the character of the locality/area.
- xii. Pedestrianisation and Upgradation of the Connaught Place and Khan Market.
- xiii. Universal accessibility.
- xiv. Location and capacity of auto/taxi stands.
- xv. Location of Reverse Vending machines.

## 2.2 SCOPE OF WORK (PARA 2.2.1 TO 2.2.5)

**2.2.1** There are two (2) packages: Package – I & II (See Annexure I for map) of certain roads and markets as mentioned below, and one bidder can apply only for one package out of these two packages.

### Package I

| S. No. | Name of Roads                                   | Length in Meter                        | Breadth in Meter |
|--------|-------------------------------------------------|----------------------------------------|------------------|
| 1.     | Maulana Azad Road                               | 1,101                                  | 19               |
| 2.     | Dr APJ Abdul Kalam Road                         | 2,556                                  | 17               |
| 3.     | Aurobindo Marg                                  | 1,791                                  | 22               |
| 4.     | Baba Kharak Singh Marg                          | 2,065                                  | 19               |
| 5.     | Sardar Patel Marg                               | 2,988                                  | 16               |
| 6.     | K G Marg                                        | 1,850                                  | 17               |
| 7.     | Sansad Marg                                     | 1,531                                  | 17               |
| 8.     | Janpath                                         | 2,641                                  | 20               |
| 9.     | Barakhamba Road                                 | 1,220                                  | 17               |
| 10.    | Tilak Marg                                      | 1,175                                  | 22               |
| 11.    | Tolstoy Marg                                    | 1,142                                  | 17               |
| 12.    | Ashoka Road                                     | 1,985                                  | 16               |
| 13.    | Feroz Shah Road                                 | 1,275                                  | 18               |
| 14.    | Claride Hotel (Rotary: Aurangzeb Road- Janpath) | <b>73 M. Diameter with its flairs</b>  |                  |
| 15.    | Windsor Place (Rotary: Janpath – Ashoka Road)   | <b>106 M. Diameter with its flairs</b> |                  |



## Package II

| S. No. | Name of Roads                                                                 | Length in Meter                                                                 | Breadth in Mtr. |
|--------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------|
| 1      | Connaught Place Area                                                          |                                                                                 |                 |
|        | 1.1 Outer Circle                                                              | 2100                                                                            | 19              |
|        | 1.2 Middle Circle                                                             | 1095                                                                            | 16              |
|        | 1.3 Inner Circle                                                              | 820                                                                             | 14.5            |
|        | 1.4 Chelmsford Roaf                                                           | 645                                                                             | 4.85            |
|        | 1.5 Panchkuian Road                                                           | 373                                                                             | 21              |
|        | 1.6 Minto Road                                                                | 135                                                                             | 20.9            |
|        | 1.7 Radial-I                                                                  | 190                                                                             | 14              |
|        | 1.8 Radial-I A                                                                | 190                                                                             | 14              |
|        | 1.9 Radial-2                                                                  | 190                                                                             | 14              |
|        | 1.10 Radial-3                                                                 | 190                                                                             | 10              |
|        | 1.11 Radial-4                                                                 | 190                                                                             | 10              |
|        | 1.12 Radial-5                                                                 | 190                                                                             | 10              |
|        | 1.13 Radial-6                                                                 | 190                                                                             | 10              |
|        | 1.14 Radial-7                                                                 | 190                                                                             | 10              |
| 2      | Moti Lal Nehru Marg                                                           | 1,350                                                                           | 15              |
| 3      | Akbar Road                                                                    | 2,030                                                                           | 17              |
| 4      | Prithvi Raj Road                                                              | 1,561                                                                           | 18              |
| 5      | Parking Area at Connaught Place                                               | Area 22600 sq. m.                                                               |                 |
| 6      | Pedestrian movement enable area Inside boundary of outer side of Outer Circle | Area 75600 sq. m.                                                               |                 |
| 7      | Khan Market Pedestrianisation                                                 | Road Area 11400 sq. m. & Footpath Area 8480 sq.m., and Parking Area 8770 Sq. m. |                 |
| 8      | York Place (Rotary: Moti Lal Nehru Marg – Janpath)                            | 120 M Diameter with the flair                                                   |                 |

### 2.2.2 Stages of Scope of Work

|       |                                                                                                                                                                                                                                                                      |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)   | <b>Inception</b><br>Review of existing plans, activities, etc.; broad and quick reconnaissance survey; work- plan; define dependencies and requirements from NDMC. Identify quick wins, early bird projects/initiatives, suggest approach and open a parallel track. |
| (ii)  | <b>Surveys:</b><br>Traffic surveys, signalling, signage's, total station survey, road inventory, central verge, footpaths, service roads, on-street and off-street parking, trees.                                                                                   |
| (iii) | <b>Conceptual master plan</b>                                                                                                                                                                                                                                        |



|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | Best practices, re-plan, re-design, designs Non-transport: Public spaces, landscaping, urban sculptures, street furniture, water ATM, toilets, information/security kiosks/ vending-machines/ reverse vending machines/ eateries, drainage considering urban flooding, smart poles, interactive panels, solar panels, charging points, LED display panels, utility ducts for future (below the ground) requirements etc.<br>Transport: Cycle track, pedestrianization, NMT, parking, bus stops, signage's |
| (iv)   | <b>Approval of Conceptual Master Plan:</b> <i>from NDMC</i>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| (v)    | <b>Implementation plan:</b> Work streams, project/intervention wise development timelines                                                                                                                                                                                                                                                                                                                                                                                                                 |
| (vi)   | <b>Detailed planning including costing and Working Drawings</b><br>Detailed master plan, designs, BOQ, cost estimates, budgeting, structural plan/s and working drawings                                                                                                                                                                                                                                                                                                                                  |
| (vii)  | <b>Structuring the packages for development</b><br>Item rate, EPC, PPP, road-wise, component-wise, including combination of projects                                                                                                                                                                                                                                                                                                                                                                      |
| (viii) | <b>Technical SLAs:</b><br>Defining the technical parameters for construction, commissioning, quality, strength/ structure                                                                                                                                                                                                                                                                                                                                                                                 |
| (ix)   | <b>Tendering:</b><br>Technical scoping, technical evaluation, on-boarding of the contractors/ developers/ suppliers/ operators                                                                                                                                                                                                                                                                                                                                                                            |
| (x)    | <b>Periodic supervision and monitoring during execution of project.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |

### 2.2.3 Description of Scope of Work

#### (i) Inception:

- Review of existing plans, activities, past surveys etc.
- Broad and quick reconnaissance survey to better understand the work requirement, identify challenges
- Identify quick wins, early bird projects/initiatives, suggest approach as per **Appendix –IX** and open a parallel track.
- Define work-plan and deliverables, including the early bird projects
- Identify dependencies and requirements from NDMC for the overall project
- Deployment of team and initiation of work, surveys, etc. on the ground

#### (ii) Surveys:

- Conduct traffic surveys (including categorization), signalling, signages, total station survey, road inventory, central verge, footpaths, service roads, on-street and off-street parking, trees, etc.
- Undertake Total Station Survey to work out the feasibility for construction of geometric improvement plan for all intersections and connecting streets covering (and showing) entry/exit points etc. in detail as per the specific package
- Carry out the study for street scapping works on the road as per UTTIPEC guidelines



- d. Carry out classified Traffic Volume Count survey for all categories of vehicles 24 hours on any two mid-week working days showing all turning movements with classification of vehicles, pedestrians/ NMTs all along the corridors and at junctions in the specific package
- e. Undertake parking (off-street and on-street) and related activity survey along the corridor in the package
- f. Assess the present signal system/cycle time, provision of markings/ signages all along the corridors and at all mid points pedestrian crossings
- g. Detailed road inventory study
- h. Study of existing openings in central verge/ intersections, side footpath etc. and rationalization of the same within the overall scheme
- i. All the survey formats shall be approved/vetted by NDMC and UTTIPEC (if mandatory) and then applied for the field survey
- j. Consultant should conduct the survey to collect data of infrastructure existing on the ground and identify monuments, reserved green/parks, sensitive/defence areas in the vicinity and its influence on the proposed corridor. Consultant should attempt to procure information from agencies concerned such as MTNL etc. for any details required on this behalf.
- k. Prepare complete inventory of the infrastructure and corresponding details in soft copy format which could be integrated with a larger inventory plan/platform with interactive feature
- l. Locations of trees with girth more than 30 cm (measured at 1 m height from the ground level) in separate Auto Cad layer. A table showing location, type, their species, and girth diameter and reference number duly shown on the plan shall be created. The trees at site to be numbered and marked with paint including the identification of trees, which can be saved (without cutting), if falling on median
- m. The feasibility survey shall be in accordance with the UTTIPEC, DDA Guidelines and other parameters

**(iii) Conceptual master plan:**

- a. Consultants should assess best practices, projects in other smart cities and global examples before re-planning, re-designing and developing conceptual master plans
- b. The plans have to be covered for non-transport and transport related interventions:
  - i. Non-transport – Public spaces, landscaping, urban sculptures, street furniture, water, toilets, kiosks/vending-machines/reverse vending machines, eateries, drainage considering urban flooding, smart poles, lighting, interactive smart panels, solar panels, charging points, LED display panels, utility ducts for future (below the ground) requirements etc.



- ii. Transport – Cycle track, pedestrianization, NMT, parking, bus stops, signages, auto/taxi stands.
  - c. Prepare of circulation plan in specific markets, rotaries/roundabouts, and road networks in the specified package. Stretches/packages which have connectivity with MRTS (metro-stations) should consider the circulation of public buses, autos, etc. while planning and integrating the multimodal features
  - d. Detailed proposal for upgradation of bus stops with features like integrated solar panels, Wi-Fi hotspots, solar powered charging points (for handheld or similar devices), 'on street' & 'off street' parking all along the corridor and also around 800m zone around the corridor
  - e. Rationalizing service road in relation to intersection improvement scheme
  - f. Rationalization of openings in the central verge, intersections, footpaths etc.
  - g. Design and plan for comprehensive and integrated footpaths which are barrier-free as per national or international specifications along the network of footpaths. The plan should cover the aspect of road crossing
  - h. Cycle tracks and integration with similar works/proposals in other packages
  - i. The consultant is required to submit design of signages, pavement markings etc. and their types & locations as per IRC Standard/UTTIPEC guidelines
  - j. Consultant shall study the existing drainage system of the subject corridor and its influence areas and its disposal outfall. The Consultant shall assess the future drainage requirements of the subject corridor and its influence areas to plan for urban flooding issues
  - k. Suggest 2 or 3 options (schemes) with rough indicative cost and execution time and most viable/ preferred scheme with models for the junctions after study and analysis of data and discussion with Engineer-in- charge at NDMC (and any other committee, including the Chairman)
  - l. Effecting necessary changes/ modifications to the plans as required by the competent authority and submission of Ten (10) sets of final drawings along with soft copy in desired format to NDMC and Ten (10) sets of layout plans along with soft copy in desired formats showing services details including safe corridor
  - m. All the ground levels shall be plotted in the form of L-Section in computer Auto Cad with scale 1:1000 horizontal, and 1:100 vertical. For X-Sections, it would be at 1:100 horizontal and 1:50 vertical have to be prepared

(iv) **Approval of Conceptual Master Plan:**

- a. Presentations, discussions, etc. of proposed plans at any point of time required by the NDMC shall be made available by the Consultant
- b. The consultant may have to present the options/plan/conceptual master plan to UTTIPEC, DDA, Delhi Urban Art Commission, and any other organization like Archaeological Survey of India, Delhi Police etc. on behalf of NDMC. Approvals, if required, will be facilitated by NDMC



- c. Preparation of artistic views /photomontage as required for various presentations, for desired locations as per UTTIPEC submission format and NDMC directions
- d. Due approvals from NDMC
- (v) **Implementation plan:**
  - a. Develop detailed work plans/streams
  - b. Create project/intervention wise development timelines while considering the requirement of integration of various plans and/or initiatives with similar other projects in other packages by other consultants
  - c. Implementation plan should suggest ideas and possibilities of combining project development, procurement, and operation/maintenance planning, including tendering options and packages at a very early stage
  - d. Identification and planning for potential risk or challenges to the implementation plan
  - e. Mapping of potential stakeholders and efforts to bring them in the larger plan at an early stage.
- (vi) **Detailed planning including costing and Working Drawings:**
  - a. The general arrangement drawings (detailed design) and detailed master plan after due approvals shall be developed
  - b. After approval of the plan/scheme from UTTIPEC/DUAC (if required), the Consultant will issue "Detailed Drawings", prepared as per UTTIPEC Street Design Guide line and as approved by UTTIPEC/DUAC. "Detailed Drawings" consist of details of every component of corridor improvement scheme/plan i.e. main carriage way, footpaths, service road, NMV lanes, central verge, street furniture, street lighting, bus stops/bays, parking areas, road marking, signage's, public amenities, drainage, multi utility zone/ green area, rain water harvesting systems, horticulture work details, wet land/water bodies etc.
  - c. Design of cross section/longitudinal section shall be adhered to as per UTTIPEC/IRC standards/ guidelines
  - d. Structural design and plans as per the approved conceptual plans and implementation plans
  - e. Consultants should prepare 3-D models to present walk through of the detailed plan
  - f. Detailed design and drawings for signages, pavement markings etc.
  - g. Develop Bill of Quantities (BOQ), cost estimates and budgets for every project/work and overall package
  - h. Develop working drawings for every tender package for each downstream project/work
  - i. Consultant will adhere to the scope of the study in its true letter and spirit while preparing the proposals and reports; and during various submission stages. Consultant shall also incorporate the observations and suggestions by NDMC/ UTTIPEC/ DUAC etc.



**(vii) Structuring the packages for development:**

- a. Consultant will develop project packages from technical standpoint which may be developed and tendered basis item rates, EPC, PPP, road-wise, component-wise, including combination of projects
- b. BOQs and cost estimates will have to be classified and selectively integrated based on the implementation plan and structuring of project packages (potential tender packages)

**(viii) Technical SLAs:**

- a. Defining the technical parameters for construction, commissioning, quality, strength/structure, etc.
- b. The Consultant shall define service level parameters and benchmarks for technical specifications and for monitoring the performance of various agencies executing the proposed intervention. Example functioning of mechanical, electrical and electronics items; landscaping and maintenance benchmarks; bandwidth specifications for wifi hotspots; etc.

**(ix) Tendering:**

- a. Consultant will provide assistance to NDMC in tender/s preparation by developing technical scope/s, technical evaluation criteria, and during bid/s evaluation stage/s
- b. Few tenders may fall under direct responsibility of the Consultant, while others may be combined with other packages and may be developed in coordination with other consultants and/or with NDMC
- c. On-boarding of the contractors/developers/suppliers/operators while taking NDMC through the contracting phase/s

**(x) Periodic supervision and monitoring:**

- a. The consultant shall provide periodic supervision to monitor that the design being executed in accordance with the plans, design and drawings submitted and that the quality of construction and/or products/ equipments/ etc. is satisfactory. For this purpose, Consultant will co-ordinate with NDMC and submit monthly report. No fees will be payable upto 24 visits [atleast one visit per month] made by the Consultant on a specific call by NDMC, after which Rs.5,000/- per visit will be paid by the NDMC for such call.
- b. Completion plan to be prepared by the Consultant after completion of the project work and the same will be submitted to NDMC

**2.2.4** Integration with existing structures / infrastructures / plans, including plan integration, design integration, development integration, and operations integration.

**2.2.5** The consultant shall explore and adopt innovative ideas and cost effective technologies. The assignment will include:

- i. Preparation of detailed plan and engineering drawings.



- ii. Preparation of cost estimates and designs including structural design wherever required.
- iii. Other services for implementation of the approved plans and supervision of the execution of work.

### 2.3 Team Composition

Minimum skill set of team composition required *PER PACKAGE*

| Sl. No. | Profile                          | Total Minimum Deployment time in man-months (No. of Persons*) | Length of professional experience and Educational experience                                     |
|---------|----------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| 1       | Team leader/<br>Project lead     | 8 (1)                                                         | Post Graduate in engineering/architecture with 20 years of experience                            |
| 2       | Architect                        | 8 (1)                                                         | B. Arch with 10 years of experience                                                              |
| 3       | Structural Designer              | 4 (1)                                                         | Graduate in Civil Engineering with 7 years of experience                                         |
| 4       | Landscape Architect              | 4 (1)                                                         | Post graduate in landscape architecture with 7 years of experience                               |
| 5       | IT/<br>Infrastructure experts    | 4 (1)                                                         | Graduate in IT/Related field with 7 years of experience                                          |
| 6       | Transportation & Traffic Planner | 4 (1)                                                         | Post Graduate in Traffic and/ or Transportation Engineering/ Planning with 7 years of experience |
| 7       | Procurement expert               | 4 (1)                                                         | Graduate in Civil Engineering with 7 years of experience                                         |
| 8       | Surveyor expert                  | 4 (2)                                                         | Graduate/Diploma in Civil Engineering with 7 years of experience                                 |

\* Minimum number of persons to be engaged on the project for our package.

Applicant is expected to add competency/specialist as deem required for the project of this nature, in addition to the above mentioned man-power. Further applicant is expected to engage services of adequate support staff to assist experts in their work, in addition to the above mentioned man-power. No CVs required for support staff such as CAD experts, junior surveyors, draftsmen among others which shall be required for the project. CVs have to be provided for proposed experts only.

### 2.4 Proposal preparation cost

2.4.1 The Bidder shall bear all costs associated with the preparation and submission of the proposal. NDMC will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.

2.4.2 All papers submitted with the bid are neither returnable nor claimable.

## **2.5 Right to accept and reject any or all the Proposals**

2.5.1 Notwithstanding anything contained in this RFP Document, NDMC reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

2.5.2 At any time, a material misrepresentation is made or discovered, or

2.6 The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

Rejection of the Proposal by NDMC as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then NDMC reserves the right to:

(i) Either invite the next best Bidder to match the Proposal submitted by the best Bidder; or

(ii) Take any such measure as may be deemed fit in the sole discretion of NDMC, including annulment of the bidding process.

## **2.7 Amendment of RFP Document**

1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the Document by issuance of an addendum. The addendum will be sent in writing to all eligible Bidders to whom the revised Document has been supplied.
2. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NDMC may, at its own discretion, extend the Proposal Due Date.

## **2.8 Data Identification and collection**

- 1 It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 2 It would be deemed that by submitting the Proposal, the Bidder has:
  - 2.1 Made a complete and careful examination and accepted the RFP Document in total
  - 2.2 Received all relevant information requested from NDMC and:



2.3 Made a complete and careful examination of the various aspects of the scope of work including but not limited to:

2.3.1 Site

2.3.2 Type of project

2.3.3 Existing data or any relevant information;

2.3.4 All other matters that might affect the Bidder's performance under the terms of this RFP Document.

2.9 NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

### **Section 3:- MINIMUM ELIGIBILITY CRITERIA**

#### ***A Pre-requisites for the Bidders***

3.1 (a) Sole proprietorship, or (b) registered partnership firm, (c) public limited company, (d) private limited company, or (e) Consortium of any of the above, can submit the Bid. The firms and the companies should be registered in India. The term 'Bidder' used hereinafter would therefore apply to both single Bidder and / or the Consortium.

3.2 Experience as mentioned in Para 1.14 above.

3.3 In case of partnership firm, all the partners are required to sign the Tender Document or by a partner who is duly authorized by all other partners. The necessary authorization letter should be enclosed. In case of a private or public limited company, a Board resolution, verified by the statutory auditors/ chartered accountants of the Company, authorizing the Bidder to sign the tender on behalf of the Company must be submitted.

3.4 The bidder should submit a Power of Attorney as per the format enclosed at Pro forma, authorising the signatory of the Tender to commit the Bidder.

3.5 Any entity which has been barred by any other State Government or Government of India Agency from participating in similar format projects and the bar subsists as on the Tender Due Date, would not be eligible to submit the Tender, either individually or as member of a Consortium.

3.6 The application submitted by a Consortium should comply with the following additional requirements (failing which shall result in the disqualification of the Bidder):

3.6.1 Number of member in a Consortium should be limited to 2 (two), including the lead member.

- 3.6.2 Each consortium must specify the proposed holding and nominate a lead member of the Consortium and must submit the Power of Attorney by all members of the Consortium in favour of the lead member as per **Appendix-VIII**.
- 3.6.3 Technical and Financial Experience of a member will only be considered only if the member has 26% or more holding in the consortium;
- 3.6.4 The Consortium shall submit a Memorandum of Understanding (MoU) which shall clearly state who is the Lead Member.
- 3.6.5 The Lead Member in the Consortium alone must meet the financial eligibility. Technical experience of both the members shall be counted in case of consortium and consortium meeting minimum holding specified in this tender.
- 3.6.6 The Consortium as a whole must be a sound entity both technically and financially.
- 3.6.7 All partners to the Consortium shall be jointly and severally liable for execution of the Project in accordance with the terms of "the License Agreement", which will be made available to the preferred Bidder after the award of Letter of Intent (LoI).
- 3.6.8 If the preferred Bidder is a Consortium, the License Agreement shall be signed with the entire Consortium i.e. all the Consortium members shall be a party to the License Agreement.
- 3.6.9 The change in composition of the Consortium (i.e. insertion or deletion of new/ existing members) will not be allowed after the submission of the Tender.
- 3.6.10 The change in Consortium holding structure will only be permitted by the NDMC, subject to minimum holding requirement as specified in this document. In such case a written approval of NDMC should be taken prior to taking any modification/ change in the Consortium.

## **B. Preparation and Submission of Proposals**

### **3.7 Language and currency**

- 3.7.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 3.7.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). In case conversion of currency to INR is required, such conversion shall be based upon the RBI Reference Rate applicable 14 (fourteen) days prior to the Proposal Due Date. In all such cases, the original figures in the relevant foreign currency, the exchange rate used and the INR equivalent shall be clearly stated as part of the Proposal. NDMC reserves the right to use any other suitable exchange rate, if



the Proposal is submitted in any other currency, for the purpose of uniformly evaluating all Bidders.

### **3.8 Proposal validity period and extension**

3.8.1 Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and NDMC may solicit the Bidder's consent for extension of the period of validity, if required. NDMC reserves the right to reject any Proposal, which does not meet this requirement.

3.8.2 In exceptional circumstances, prior to expiry of the original bid validity period, NDMC may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their earnest money deposit shall be returned.

### **3.9 Format and Signing of Proposals/ Bids**

3.9.1 The Bidder needs to submit their technical and financial proposals in prescribed format (**Appendix –I**).

3.9.2 The proposals/ bids shall be typed or printed and the Bidder shall initial each page. The proposal shall have page numbers and shall have index at the start. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialled by the person(s) signing the proposal.

3.9.3 Bidders would provide all the information as per the RFP Document and in the specified formats. NDMC reserves the right to reject any bid that is not in the specified formats.

3.9.4 In case the Bidder intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

### **3.10 Sealing and marking of proposals**

3.10.1 The technical and financial proposal for each package shall be sealed in two separate envelopes and then in one single outer envelope clearly bearing the following identification: "Selection of Technical Consultant for planning of smart roads and markets in NDMC area" The proposals shall be addressed to:

**Executive Engineer (CP)**  
**New Delhi Municipal Council, Room No.-1611,**  
**16th Floor, Palika Kendra, Sansad Marg,**  
**New Delhi 110001**  
**ndmc.eecp@gmail.com**



3.10.2 The envelope shall indicate the name, address and contact number of the Bidder

3.10.3 If the envelopes are not sealed and marked as instructed above, the Proposal/ bid may be deemed to be non-responsive and would be liable for rejection.

**3.11 Proposal due date**

3.11.1 NDMC, at its sole discretion, may extend the bid due date by issuing an Addendum.

3.11.2 Proposals should be submitted at or before 23/01/2017 up to 1500 hours, to the address provided in Clause 3.10.1 in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be acceptable.

3.11.3 NDMC may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 3.11.1, uniformly for all Bidders.

**3.12 Late bid**

Any bid received by NDMC after 1530 hours IST on 23/01/2017 **will** not be accepted.

**3.13 Modifications/ Substitution/ Withdrawal of Proposals**

The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the NDMC.

**3.14 Documents supporting the Minimum Eligibility Criteria in TECHNICAL BID.**

| Sl. No. | Particulars                                          | To be filled by the bidder |
|---------|------------------------------------------------------|----------------------------|
| 1       | Details of Earnest Money Deposit                     |                            |
|         | Amount                                               |                            |
|         | Guarantee Bank / Draft No. and Date and issuing Bank |                            |
| 2       | List of self-attested copies of latest               |                            |
|         | (i) Audited accounts                                 |                            |
|         | (ii) IT Returns filed and                            |                            |
|         | (iii) IT clearance Certificate                       |                            |
| 3       | List of self-attested copies of                      |                            |
|         | (i) PAN/TAN Card No.                                 |                            |
|         | (ii) Service Tax Registration No                     |                            |



|   |                                                                                                                                                                                                                                                                                                                                                                                            |  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 4 | Experience of having successfully completed works during last 7 years ending previous day of last date of submission of tenders. Three similar works each of value not less than Rs.80 Lacs or two similar work each of value not less than Rs.1.2 crore or one similar work of value not less than Rs.1.6 crore in last 7 years ending previous day of last date of submission of tender. |  |
| 5 | The average annual turnover of the Applicant from consultancy assignments during last 3 years should be Rs. One crore from similar/consultancy works and should having incurred losses during last three years duly certified/validated by Chartered Accountant. In case of a consortium of firms this criteria must be met by the lead firm.                                              |  |
| 6 | The Applicant should not be blacklisted with any state or central government agency as on date of opening of technical bid                                                                                                                                                                                                                                                                 |  |
| 7 | Undertaking that the company should abide with General Terms and conditions of this office shall give a demonstration. A notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Government Ministries / Departments have not been banned.                                                         |  |
| 8 | Pre- Integrity Pack duly signed by the bidder as per Appendix - II                                                                                                                                                                                                                                                                                                                         |  |

#### Section 4:- BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- 4.1 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and their participation in the selection process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- 4.3 **Site Visit, Traffic Study and Field Investigations, if any:** The Bidder shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of offer, and entering into concession for construction of the Public Toilets, and subsequent operation and maintenance of the same. The Public Toilets related information, which has



been provided in this RFP document, is intended to guide the bidders in preparing their Proposal only. NDMC shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.

- 4.4 **Costs associated with Visits and Field Investigations, if any:** The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit site.
- 4.5 **Familiarity with Clearances:** The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.
- 4.6 It would be deemed that by submitting the Bid, the Bidder has:
- i. Made a complete and careful examination of the RFP document.
  - ii. Obtained all relevant information about the project.
- 4.7 NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

#### **Section 5:- Earnest Money Deposit**

- 5.1 This bid should be accompanied by an Earnest Money Deposit of Rs.4,00,000/- (Rupees four lakh only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 180 days starting from last date of submission of the bids, and the validity period of such Bank Guarantee/ Demand Draft shall be increased from time to time, if required. The Bank Guarantee / Demand Draft shall be in favour of **Secretary NDMC, payable at New Delhi.**
- 5.2 No request for transfer of any previous deposit of earnest money deposit or adjustment against any bills held by the Department in respect of any previous work shall be entertained.
- 5.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case, the bidder fails to observe and comply with the stipulations made herein or backs out after submitting the bids, the aforesaid earnest money deposit shall be forfeited to the NDMC.
- 5.4 The RFP bids without earnest money deposit shall be summarily rejected.
- 5.5 No claim shall lie against the NDMC in respect of erosion in the value or interest



on the amount of earnest money deposit.

**5.6 The earnest money deposit may be forfeited:**

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of preferred bidder, if the bidder
  - (a) Fails to sign the concession agreement in accordance with the terms of the RFP document;
  - (b) Fails to furnish required performance guarantee in accordance with the terms of RFP document within the time frame specified by the NDMC;
  - (c) Fails or refuses to honour his own quoted financial offer for the services or part thereof;

**Section 6:- VALIDITY OF BID AND EARNEST MONEY DEPOSIT**

- a) Bids shall remain valid for a period of **Six (6) months** from the Bid Submission Due Date. NDMC reserves the right to reject any Bid, which does not meet this requirement.
- b) The earnest money deposit shall be valid for two month beyond the validity of the proposal.
- c) Any bids not accompanied with an acceptable earnest money deposit shall be rejected.
- d) The earnest money deposit of the unsuccessful Bidders would be returned after the acceptance of successful bid and issuance of the letter of award to the preferred bidder.
- e) The earnest money deposit of the preferred Bidder will be discharged when the preferred Bidder has signed the agreement and furnished the Performance Guarantee.

**Section 7:- PRE-BID MEETING**

- 7.1 A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.
- 7.2 A pre-bid meeting shall be held on 09/01/2017 **at 11.00 AM** in the office of Chief Engineer (Civil-I), 15<sup>th</sup> Floor, Room No.-1501, Palika Kendra, Parliament Street, New Delhi-110001. Bidders will be required to send their queries in writing or mail at least 2 days prior to the pre-bid meeting to:  
**Executive Engineer (CP)**  
**New Delhi Municipal Council**  
**Room No. 1611, Palika Kendra, Sansad Marg,**  
**New Delhi - 110001.**



**Email: ndmc.eecp@gmail.com**

**Tel.: 23362429**

- 7.3 Minutes of the meeting, including the text of the questions raised and the responses given, would be sent to all prospective Bidders. Any modifications of the RFP document as per the minutes of meeting, which may become necessary as a result of the Pre-bid meeting, shall be part of the agreement.
- 7.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Minutes of Meeting will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

#### **Section 8:- AMENDMENT TO RFP DOCUMENT,**

- 8.1 At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of Addenda.
- 8.2 Any Addendum thus issued will be sent in writing to all responsive bidders in pre bid meeting (Preferably through e-mail) and will be uploaded on website.
- 8.3 NDMC may, at its discretion, extend the Proposal Submission Due Date.

#### **Section 9:- CLARIFICATION FROM BIDDERS**

To assist in the evaluation of Proposal submitted by bidders, NDMC may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing within the requested time. All the bidders fulfilling the eligibility criterion may be given an opportunity to make a presentation of their proposal before an evaluation committee.

#### **Section 10:- LANGUAGE**

The Proposal submission and all related correspondences should be written in the English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be



considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

#### **Section 11:- BID DOCUMENTATION**

- 11.1 The Proposal should have no overwriting except as necessary to correct errors made by the Bidders themselves, in which case such corrections must be initialled with date by the person signing the Bid.
- 11.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of 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 (s) signing the Bid.

#### **Section 12:- RIGHT OF ACCEPTANCE AND REJECTIONS OF NDMC**

- 12.1 Notwithstanding anything contained in the RFP document, NDMC reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.
- 12.2 The NDMC reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the highest financial offer or any specific bids. The decision of the NDMC in this regard shall be final and binding.
- 12.3 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.4 The NDMC may terminate the Contract if it is found that the bidder / preferred bidder / successful bidder / concessionaire is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

#### **Section 13:- BID SUBMISSION DUE DATE**

Proposal will be received up to 15:00 hours on 23/01/2017 at **Executive Engineer (CP) NDMC** office. Any Proposal, which is received after the prescribed deadline shall be returned, unopened. The bids shall be opened at 15:30 hours on 23/01/2017 on the due date of submission.

#### **Section 14:- SUBMISSION OF OFFERS**

The bidder shall prepare and submit their proposals in original and one copy clearly marking ORIGINAL and COPY and as per the procedure detailed below:



- 14.1 The original copy of the earnest money deposit (DD or Bank Guarantee as per format at **Appendix XI**) of the required value and in approved format shall be sealed separately in a envelope mentioning: **Envelope - A1 Earnest Money Deposit for 'Selection of Technical Consultant for planning of smart roads and markets in NDMC area.**
- 14.2 The original and copy of the Technical Bid shall be sealed separately in the envelope mentioning: **Envelope – A2 TECHNICAL BID FOR 'Selection of Technical Consultant for planning of smart roads and markets in NDMC area'**
- 14.3 The original and copy of the all documents for **Minimum Eligibility Criteria** shall be sealed separately in the envelope mentioning: **Envelope – A3 Eligibility Criteria for 'Selection of Technical Consultant for planning of smart roads and markets in NDMC area**
- 14.4 The original and copy of the Financial Proposal shall be sealed separately in the envelope mentioning: **Envelope – B FINANCIAL BID FOR Selection of Technical Consultant for planning of smart roads and markets in NDMC area**
- 14.5 The original and copy of the Technical Bid in envelope A2 and Financial Bid in envelope 'B' shall also be sealed.
- 14.6 All the above envelops viz. 'A1', 'A2','A3' and 'B' shall then be sealed in one outer envelope for the original and copy of RFP.
- 14.7 The inner and outer envelopes shall be addressed to EE (CP) NDMC. at the address provided in the **Para 7.2.**
- 14.8 The inner envelopes shall also indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is late.
- 14.9 If the outer envelope is not sealed and marked as above, NDMC will assume no responsibility for the misplacement or premature opening of the Proposal.
- 14.10 **NDMC** must receive proposals at the address not later than the time and date stipulated in the Section 13.
- 14.11 The bidder can only submit their offer for one of the package out of two packages. Each package will be evaluated as separately.



**Section 15:- LATE BIDS**

NDMC will not, accept any Proposal received after the Bid Submission Due Date and Time. Late submission will be rejected and returned unopened.

**Section 16:- OPENING OF OFFERS**

The offers as received shall be opened by the NDMC on the date and time of opening as detailed here in above, in presence of bidders who choose to be present. On opening of the main envelope it will be checked if it contains: i) Earnest Money Deposit (Envelope A1) ii) Technical Bid (Envelope A2) iii) Minimum eligibility criteria (Envelope A3) (iv) Financial Bid (Envelope B)

- 16.1 The earnest money deposit will be opened first and will be checked for its requisite value and format.
- 16.2 If the documents do not contain earnest money deposit, or not of required value or not in acceptable form, the offers submitted will be rejected.
- 16.3 The Technical and Financial bid shall not be opened on that day and shall be kept separately in the safe custody of NDMC to be opened and evaluated later on as per the procedure detailed herein.

**Section 17:- CONFIDENTIALITY**

NDMC will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. NDMC will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

**Section 18:- TESTS OF RESPONSIVENESS**

Prior to evaluation of Bid submission, Department will determine whether each Bid is responsive to the requirements of the RFP document. Any Bid submission shall be considered responsive if:

- a) Is received by the Bid Submission Due Date including any extension thereof.
- b) Is signed, sealed and marked as stipulated in Section 14.
- c) Is accompanied by the earnest money deposit
- d) Contains all the information as requested in the RFP document
- e) NDMC reserves the right to reject any Bid submission which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bid submissions.

**Section 19:- EVALUATION AND COMPARISON OF BIDS**

- 19.1 NDMC will evaluate and compare the bid determined to be substantially responsive and as per the procedure detailed below. In the event of any discrepancy between 'ORIGINAL' and 'COPY' the contents of 'ORIGINAL' shall prevail.
- 19.2 The bids of only those bidders who have submitted the complete bids (earnest money deposit, Eligibility criteria, technical bids & financial bids) will be considered for bid evaluation process.
- 19.3 Only those bidders who are meeting the minimum eligibility criteria will be **Qualified** for the opening their Technical Bid.
- 19.4 The Technical Bids shall be evaluated based on the available documents submitted by the bidder in accordance with the Technical evaluation parameters.
- 19.5 **Technical Evaluation Parameters:** Technical bids shall be opened for further evaluation by a committee constituted for the technical evaluation as per the following elaborated criteria:-

#### Evaluation of Technical Proposal

| Sl. No | Evaluation parameter                                                                                      | Maximum Marks |
|--------|-----------------------------------------------------------------------------------------------------------|---------------|
| 1      | Relevant Work Experience                                                                                  | 25            |
|        | <input type="checkbox"/> Meeting eligibility conditions – 12.5 marks                                      |               |
|        | <input type="checkbox"/> Meeting twice the eligibility conditions or more – 25 marks                      |               |
|        | <input type="checkbox"/> For in between, proportionate allocation of marks on linear basis                |               |
| 2      | Experience of Key Personnel as per Para 2.3                                                               | 50            |
|        | <input type="checkbox"/> Key Team Members                                                                 |               |
|        | <input type="checkbox"/> Team leader/Project lead – 10 marks                                              |               |
|        | <input type="checkbox"/> Architect - 5                                                                    |               |
|        | <input type="checkbox"/> Structural Engineer/designer – 5 marks                                           |               |
|        | <input type="checkbox"/> Landscape architect – 5 marks                                                    |               |
|        | <input type="checkbox"/> IT/Infrastructure expert – 5 marks                                               |               |
|        | <input type="checkbox"/> Transport and traffic planner – 5 marks                                          |               |
|        | <input type="checkbox"/> Procurement expert – 5 marks                                                     |               |
|        | <input type="checkbox"/> Surveyor – 5 marks                                                               |               |
|        | <input type="checkbox"/> Others experts as proposed – 5 marks                                             |               |
| 3      | Approach and methodology (A&M) for this Project and role of experts, smart technologies, innovative ideas | 15            |
| 4      | Presentation on A&M and case studies of similar works undertaken and its impacts/implementation framework | 10            |
|        | <b>Total (1 + 2 + 3 + 4)</b>                                                                              | <b>100</b>    |



**19.7 Only those bidders who have secured technical score of 70 marks or more in above evaluation of technical bids shall be considered for further evaluation of their financial bid.**

**19.8 Technical Weightage :-** The 70% of total marks obtained by the bidders in evaluation of technical bids (as per 19.5) shall be technical weightage ( $S_T$ ).

**Illustration 1 (for Technical Weightage) :-** If bidder has secured 80 marks out of the total 100 marks in the technical evaluation as per para 19.5 his technical evaluation value shall be 56 i.e. (80 x 70%).

**19.9 Opening of Financial Bid and Evaluation**

**19.9.1** The Financial bids of only those bidders who have secured technical score of 70 marks or more in evaluation of technical bids (as per para 19.5) shall be considered for further opening of financial bids for evaluation.

**19.9.2** NDMC would intimate the date and venue of the opening of the financial Bid of only those bidders who pass through the stage of technical qualification, with a request to be present at the time of the opening.

**19.9.3** The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.

**19.9.4** The financial bid of those bidders who do not qualify the technical evaluation shall not be opened and no claim in this regard shall be entertained.

**19.9.5** In financial bids, bidder has to submit the financial offer in the specified format at **Annexure II.**

**19.9.6 Financial Weightage:-** The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 70, will be opened and will be ranked in terms of their total evaluated cost. Financial bids will be allotted a weightage of 30%, and financial score will be calculated as follows:

$$S_F = 100 \times F_M / F,$$

where,  $S_F$  is the financial score,  $F_M$  in the lowest quote and  $F$  the price of the proposal under consideration.

Consolidated score will be calculated using Quality-cum-Cost Based Selection (QCBS) process with Technical Score having weightage of 70% and financial price having Weightage of 30%.

(i) The total score shall be obtained by weighing the technical and financial scores and adding them up.

(ii) On the basis of combined weighed score for quality and cost, the consultant shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The firm

securing the highest combined marks will be considered for award of the contract.

Consolidated score (H) = Technical score ( $S_T$ ) \* 0.70 + Financial score ( $S_F$ ) \* 0.30

- (iii) After the above evaluation process, the H-1 Bidder on the basis of Consolidated Score may be declared as the preferred Bidder ("Preferred Bidder") for the Project.

19.9.7 NDMC reserves the right to accept or reject any or all applications without giving any reasons thereof. NDMC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this RFP Document.

## **Section 20:- NOTIFICATION OF AWARD & LETTER OF ACCEPTANCE**

- 20.1 The Bidder who obtained highest score as per para 19 after evaluation of technical bid and financial bid, shall be the preferred bidder and 'Letter of Award' will be issued by the NDMC and preferred bidder has to be duly acknowledged by Letter of Acceptance in prescribed format within a week time (Seven days) from the issue of (LoA), signed by authorized signatory.

## **Section 21:- AWARD OF CONTRACT**

- 21.1 The preferred bidder has to duly sign the agreement with NDMC within 30 days of "Letter of Award". From the date of signing of the agreement with NDMC, the preferred bidder will be declared as 'Successful Bidder'.
- 21.2 If the Agreement is not signed by the preferred bidder within 30 days of issuance of the "Letter of Award", then NDMC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the earnest money deposit of the preferred bidder would be forfeited.
- 21.3 The preferred bidder would have to furnish Performance Guarantee as specified herein, before signing of the Concession Agreement. Till such time, the earnest money deposit of the preferred Bidder would remain effective and in possession of NDMC.

## **Section 22: Extension of Validity of Bid**

In exceptional circumstances, prior to expiry of the original Bid Validity Period, NDMC may request the pre-qualified Bidders in writing to extend the Bid Validity Period for a specified additional period.



### **Section 23: PERFORMANCE GUARANTEE**

The successful bidder for due and punctual performance of obligations hereunder in relation to the **'Selection of Technical Consultant for planning of smart roads and markets in NDMC area'** deliver to NDMC, a Performance Guarantee equal to an amount of 10% of the quoted fee by the preferred bidder in the form of Bank Guarantee / Demand Draft from a Indian Scheduled Bank in favour of Secretary NDMC payable at New Delhi. The validity of the performance guarantee shall be valid for a period from the date of signing of the concession agreement till four month beyond the validity of the agreement, or successful completion of work, whichever is later.

### **Section 24: CONDITIONS OF CONTRACT**

#### **1. General Provisions:**

##### **1.1 Definitions**

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings

- i. **"Applicable law"** means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- ii. **"Contract"** means the contract signed by the parties, to which **these General Conditions of contract** are attached, together with all the related documents of such signed contract;
- iii. **"Effective Date"** means the date on which this contract comes into force and effect pursuant to condition 2.1;
- iv. **"Government"** means the Government of National Capital Territory of Delhi;
- v. **"Personnel"** means persons hired by the successful **bidder** assigned to the performance of the services or any part thereof;
- vi. **"Party"** means the NDMC or the successful bidder, as the case may be, and parties mean both of them.
- vii. **"Services"** means the work to be performed by the Consultant pursuant to this RFP document for the purpose of the project, as described in this RFP document.
- viii. **"Consultant"** means the successful bidder;
- ix. **"Third Party"** means any person or entity, other than the (a) Government, (b) NDMC, (c) Consultant;
- x. **"Technical Proposal"** means the technical proposal submitted by the Consultant
- xi. **"Chief Engineer"** means the **Chief Engineer (Civil-I), NDMC, Palika Kendra, Sansad Marg, New Delhi.**
- xii. **"Superintending Engineer"** means the **Superintending Engineer of Road-I, New Delhi Municipal Council, Palika Kendra, Sansad Marg, New Delhi**
- xiii. **"Executive Engineer"** means the **Executive Engineer, Connaught Place, New Delhi Municipal Council, Room No.-1611, 16<sup>th</sup> Floor, Palika Kendra,, Sansad Marg, New Delhi-110001**

xiv. **“Engineer-in-charge”** means **Executive Engineer, Connaught Place, New Delhi Municipal Council, Room No.-1611, 16<sup>th</sup> Floor, Palika Kendra,, Sansad Marg, New Delhi-110001**

xix. **“NDMC”** means **New Delhi Municipal Council.**

**1.2 Relation between the parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the NDMC and the Consultant. The Consultant, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on his behalf.

**1.3 Law Governing Contract**

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Delhi State.

**1.4 Language**

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

**1.5 Headings**

The headings shall not limit, alter or affect the meaning of this contract.

**1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post or facsimile to such party at the address specified below.

|                   |                                                                                                                                                             |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Address:</b>   | <b>Executive Engineer (CP),<br/>New Delhi Municipal Council,<br/>Room No.-1611, 16<sup>th</sup> Floor, Palika Kendra,<br/>Sansad Marg, New Delhi-110001</b> |
| <b>Attention:</b> | <b>Telephone No.: 011-23362429<br/>Mobile Phone No.: 9891903970<br/>Email: harkeshndmc@gmail.com</b>                                                        |

**For the Consultant**

1.6.2 Notice will be deemed to be effective as specified below.

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of speed post, 48-hours following confirmed transmission; and



(c) In the case of facsimiles, 48-hours following confirmed transmission.

1.6.3 A party may change its address for notice hereunder by giving the other party notice of such change.

1.7 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the NDMC or the Consultant may be taken or executed by the officials specified below.

**For NDMC:** Assistant Engineer & Junior Engineer of NDMC or any other person nominated by the Engineer-In-Charge

**For the Consultant :** Er. Dinesh Kumar Meena, AE

**2. Commencement, Completion, Modification and Termination of Contract**

2.1 Effectiveness of Contract

This contract shall come into force and effect from the date of signing of the agreement for consultancy services in between NDMC and preferred bidder.

2.2 Commencement of services

The Consultant shall begin carrying out the services at the end of such time period after the effective date.

2.3 Expiration of contract

Unless terminated earlier pursuant to condition no. 2.8 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date or the extended period, if required.

2.4 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, will not be allowed at any stage of the concession agreement.

2.6 Force Majeure

2.6.1 Definition



a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub Consultant or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both:

- take into account at the time of the conclusion of this contract, and
- avoid or overcome in the carrying out its obligations hereunder.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 2.6.2 No Breach of Contract

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

#### 2.6.3 Measures to be taken

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 minimum of delay.

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 possible.

c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.



#### 2.6.4 Extension of Time

Any period 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.

#### 2.6.5 Consultation

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have 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.

#### 2.7 Suspension

The Engineer-in-Charge may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

#### 2.8 Termination of Contract

The Engineer-in-Charge may, by not less than thirty (30) days of written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (f) of this condition no. 2.8), terminate this contract.

- (a) If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no.2.7 herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the Engineer-in-Charge may have subsequently approved in writing;
- (b) If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 hereof;



(d) if the consultant submits to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the NDMC and which the consultant know to be false;

(e) if 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 thirty (30) days or

(f) if the Engineer-in-Charge, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

#### 2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon expiration of this Contract to Contract Condition no. 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Contract Condition no. 3.3 hereof;
- (iii) Any right which a Party may have under the Applicable Law.

#### 2.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 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 the Engineer-in-Charge, the Consultant shall proceed as provided, respectively, by Contract Conditions No. 3.8 hereof.

#### 2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 2.8 hereof, the Engineer-in-Charge shall make the following payments to the Consultant (after offsetting against these payments any amount that may, be due from the Consultant to the NDMC):

- (i) Remuneration pursuant to Contract Condition no. 6 hereof for Services satisfactorily performed prior to the effective date of termination
- (ii) Reimbursable expenditures pursuant to Contract Condition no.6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Contract Condition no. 2.8 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.



#### 2.8.4 Forfeiture of Performance Guarantee upon termination of contract.

In case, the agreement of consultant is terminated due to the default of the consultant, his Performance Guarantee shall be forfeited which shall be absolutely at the disposal of the Government.

#### 2.8.5 Disputes about Events of Termination

If the consultant disputes whether an event specified in paragraphs (a) through (e) of Contract Condition no. 2.8 hereof has occurred, he may, within 45 days after receipt of notice of termination from the Engineer-in-Charge, refer the matter to arbitration pursuant to Contract Condition no. 8 hereof and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the Consultant**

#### 3.1 General

##### 3.1.1 Standard of Performance

The Consultant shall perform the services and carry out their 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 consider 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 Contract or to the Services, as faithful advisors to the NDMC, and shall at all times support and safeguard the NDMC legitimate interests in any dealings with sub-Consultant or third parties.

##### 3.1.2 Law Governing Services

The Consultant shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Consultant, as well as the personnel and agents of the Consultant and any sub-Consultant comply with the Applicable Law. If required the Engineer-in-Charge shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

#### 3.2 Confidentiality

The consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this services, this contract or the NDMC business or operations without the prior written consent of the Engineer-in-Charge.

### 3.3 Liability of the consultant

Subject to additional provisions, the Consultant's liability under this contract shall be as provided by the Applicable Law.

A. Except in case of gross negligence or wilful 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 by the consultant to the NDMC, shall not be liable to the NDMC:

- (i) For any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds
  - a) the total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, or
  - b) 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.

B. 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.

### 3.4 Insurance to be taken by the consultant

The consultant

- (i) shall take out and maintain, and shall cause any sub-Consultant to take out and maintain, at their (or the sub-Consultant's, as the case may be) own cost but on terms and conditions approved by the Engineer-in-Charge, insurance against the risks, and for the coverage's, as specified below
  - (a) Professional liability insurance, with an adequate coverage equal to remuneration estimated as required under No. 3.4 (a) (ii) and
  - (ii) and deposit a copy of that policy with the Engineer-in-Charge and maintain it by paying the regular premiums till the completion of the work. The proof of the payment of the premiums shall be submitted to the department on the request.

### 3.5 Consultant's Actions requiring NDMC's prior Approval

The consultant shall obtain prior approval of the Engineer-in-Charge in writing before entering into a subcontract for the performance of any part of the Services, it being understood:

- (a) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Engineer-in-Charge prior to the execution of the subcontract.
- (b) that the Consultant shall remain fully liable for the performance of the Services by the sub - Consultant and its Personnel pursuant to this Contract.



### 3.6 Reporting Obligations

The consultant shall submit to the Engineer-in-Charge the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified

### 3.7 Documents prepared by the Consultant to be the property of the NDMC

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the services shall become and remain the property of the NDMC, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Engineer-in-Charge, together with a detailed inventory thereof. The consultant may retain a copy of such documents. The Consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the Engineer-in-Charge.

### 3.8 Material furnished by the Engineer-in-Charge

The material made available to the Consultant by the Engineer-in-Charge shall be the property of the Engineer-in-Charge and shall be marked accordingly. Upon termination or expiration of this agreement, the consultants shall furnish forthwith to the Engineer-in-Charge, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Engineer-in-Charge.

## 4. **Consultant's Personnel**

### 4.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

### 4.2 Description of Personnel

(a) The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the Engineer-in-Charge, his/her name is listed as well.

(b) If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Consultant by written notice to the Engineer-in-Charge provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the Engineer-in-Charge.

(c) If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical

proposal may be increased by agreement in writing between the Engineer-in-Charge and the consultant.

#### 4.3 Removal and/or Replacement of Personnel

(a) Except as the Engineer-in-Charge may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement another person of equivalent or better qualifications.

(b) If the Engineer-in-Charge (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall at the written request of the Engineer-in-Charge specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Engineer-in-Charge.

### 5. Obligations of The Authority

#### Assistance and Exemptions

The Authority shall use its best efforts to ensure that it shall provide the Consultant such assistance as reasonably required for the execution of the project.

### 6. Obligations of the Engineer-in-Charge

#### 6.1 Changes in the Applicable law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the Consultant in performing the services then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

#### 6.2 Payment

In consideration of the services performed by the Consultant under this Contract, the NDMC shall make to the Consultant such payments as per key mile stone and time frame mention in Section 25 of the RFP. The Taxes and other applicable deductions shall be made as per law.

### 7. Payments to the consultant

#### 7.1 Currency of Payment

All payments shall be made in Indian Rupees through ECS/ RTGS.

#### 7.2 Mode of Billing and Payment



Billing and payment in respect of the Services shall be made as follows:

(a) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of Services, the Consultant shall submit to the Engineer-in-Charge, in duplicate, of the amounts payable pursuant to Contract Conditions.

(b) The Engineer-in-Charge shall cause the payment of the consultant periodically as given in schedule of payment above within thirty (30) days after the receipt of bills with supporting documents. Only such portion of a monthly statement that is not satisfactory supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the consultant, the Engineer-in-Charge may add or subtract the difference from any subsequent payments.

(c) The final payment under this condition shall be only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Engineer-in-Charge. The Services shall be deemed completed and finally accepted by him and the final report and the final statement shall be deemed approved by him as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the Engineer-in-Charge unless he within such ninety (90) days period, gives written notice to the Consultant specifying in detail the 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 the Engineer-in-Charge has paid or caused to be paid in accordance with this Condition in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Engineer-in-Charge within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Engineer-in-Charge for reimbursement must be made within twelve (12) calendar months after receipt by the Engineer-in-Charge of a final report and a final statement approved by him in accordance with the above.

## **8. Fairness and Good Faith**

### **8.1 Good Faith**

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **8.2. Performance Guarantee**

To fulfil the requirement of performance guarantee during the implementation period, the Consultant shall deposit an amount equal to 10% of the quoted amount by the preferred bidder in form of Fixed Deposit Receipt /Demand Draft /Govt. securities or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of New Delhi Municipal Council valid for six months after completion of job.

Performance Guarantee shall be retained for accuracy of design and quantities submitted and the same will be released after the completion of the works. However before refund of Performance Guarantee, it will be ensured that extension of time, if any, for agreement of consultant is decided by the competent authority (Project Manager/Superintending Engineer).

#### 8.3 Responsibility for accuracy of project proposal

The consultant shall be responsible for accuracy of the data collected and the designs, drawings prepared by him as a part of the project. He shall indemnify the department through the performance guarantee, already submitted by him before award of work, and through Performance Guarantee to be deducted as per this agreement against any action arising out of such inaccuracies in the work which might surface at any time at a later date of implementation of the project.

#### **Release/Forfeiture of Performance Guarantee**

The work of consultant shall be completed once the proposal prepared by the consultant is approved by all statutory/local bodies(i.e. UTTIPEC, DUAC , ASI, Forest etc.) if mandatory and NDMC and required numbers of hard copies/soft copies of all the drawings/data is submitted to Engineer-in-Charge. Performance Guarantee shall be refundable after this stage.

#### 8.4. Compensation

##### 8.4.1. Compensation for delay

(a) If the work remains un-commenced /or incomplete at any stage with reference to time schedule, a compensation at the rate of 2.50% (two decimal five zero percent) of the agreed fee for every month of delay subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of Superintending Engineer of the project as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant. After delay of 4 months, the agreement will be terminated without any prior notice, and the performance guarantee will be forfeited by NDMC.

(b) If the consultant is unavoidably hindered in carrying out the designs/drawings on account of delayed decision or the approval by the department (NDMC/UTTIPEC/DUAC etc.) which is necessary to carry out further work, he shall be allowed suitable extension of time by the Engineer-in-Charge of the project, whose decision shall be final and binding on the consultant. Consultant shall not have any claim against the department for such delayed approvals/decisions, except suitable extension of time.



## **8.5 Action for Deficiency in Services**

### **8.5.1 Consultant liability towards the NDMC**

Consultant shall be liable to indemnify the NDMC for any direct loss or damaged accrued or likely to accrue due to deficiency in service rendered by him which shall include any or all cost and expenses incurred by the NDMC in removing the deficiency in Service including engaging any other consultant.

### **8.5.2 Warning / Debarring**

In addition to the Compensation as mentioned in Para 7.3 and 7.4, warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the work under the RFP document causing adverse effect on reputation of the NDMC, other penal action including debarring the Consultant for certain period may also be initiated as per policy of NDMC.

## **9. Effect of change in the scope of the work on consultancy fee**

No extra payment shall be made if total addition / alteration results in increase in length of corridor up to 10%. However, beyond 10% deviation in length/area, extra payment shall be made on pro-rata basis for such variations beyond permissible variation of 10% based on approved consultancy fee in this agreement for original corridor length/area based on which the consultancy work was awarded. The decision of the Project Manager / Superintending Engineer shall be final and binding in this regard w.r.t. the fee payable for additional work done due to enhancement of corridor length/area beyond 10% of its original length/area. Similar principle shall be followed for reduction in scope of work.

The additional consultancy fee payable for any other work not covered above shall be decided by Superintending Engineer/Project Manager judiciously and it shall be final and binding.

## **10. Settlement of Disputes & Arbitration**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of

the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the consultant's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Superintending

Engineer, the consultant may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of consultant's appeal.

If the consultant is dissatisfied with the decision of the Chief Engineer, the consultant may within 30 days from receipt of the Chief Engineer decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give its decision within a period of 90 days from the receipt of Consultant's appeal. The constitution of the Dispute Redressal Committee (DRC) is as follows:-

| Constitution of Dispute Redressal Committee (DRC)                                                                                                                                                                                                                                                                                   | Competent Authority to appoint DRC |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <p>A. <u>DRC for total claims upto Rs. 25 Lacs</u></p> <ol style="list-style-type: none"> <li>1. Chief Engineer (C-I), NDMC - Chairperson</li> <li>2. Superintending Engineer, NDMC as nominated by Chief Engineer (C-I) - Member</li> <li>3. Superintending Engineer (R-I), NDMC (Only to present the case) - Member</li> </ol>    | Chairperson, NDMC, New Delhi       |
| <p>B. <u>DRC for total claims more than Rs. 25 Lacs</u></p> <ol style="list-style-type: none"> <li>1. Member - Chief Engineer (C-I), NDMC</li> <li>2. Member - Chief Engineer (C-II), NDMC</li> <li>3. Superintending Engineer (R-I), NDMC - Member</li> <li>4. Executive Engineer (CP) (Only to present the case), NDMC</li> </ol> | Chairperson, NDMC, New Delhi       |



If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of 30 days from receipt of the decision of the Dispute Redressal Committee (DRC) give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as per **Appendix-V**, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

**It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.**

Except where the decision has become final, binding and conclusive in terms of Sub Para above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, NDMC, in charge of the work or if there be no Chief Engineer, the Engineer in Chief, NDMC or if there be no Engineer in Chief, NDMC then the Principal secretary, NDMC. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal. It is also a term of this contract that no person, other than a person appointed by such Chief Engineer NDMC or Engineer in Chief, or Principal Secretary, NDMC, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The



fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

## **11. Addition And Alteration**

11.1 If it is found after call of tender for development and construction of the project, that the acceptable tender is not within the amount sanction then the Consultant shall if so desired by the Authority take steps to carry out necessary modification in the design and specification to see that tendered cost does not exceed. The Consultant shall not be paid anything extra for such modification. If the Authority is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.

11.2 The Consultant shall not make any deviation, alterations, additions to or omission from the work shown/ described and awarded to the contractor except through and with prior approval of the CEO, NDMC or any other officer authorized by him, in writing.

## **12. Number Of Drawing Sets And Copy Right**

12.1 All the estimates, bill of quantities with detailed measurements, detailed designs with calculation, reports and any other details envisaged under this agreement shall be supplied in triplicate and all drawings or other services/ utilities (internal and external) would be supplied by the Consultant as required for submission to all the local bodies and other authorities plus sets required by the Authority itself being no less than ten sets of prints and one reproducible copy in the same size. If there are any revisions of any detail in any of the drawings for any reason same number of drawings shall be reissued without any extra charge. All the drawings will become the property of the Authority and it will have the right to use the same anywhere else but only at its own risk and responsibility.

12.2 The drawings cannot be issued to any other person, firm or authority, except to the associates and sub consultants of the Consultant or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Authority and / or its authorized representative.

## **13. Abandonment of Work**





13.1 If the Consultant abandon the work for any reasons whatsoever or become incapacitated from acting as Consultant as aforesaid, the Authority may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Authority subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement or fees paid till time of abandonment whichever may be higher.

13.2 Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Consultant shall be entitled to all such fee for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of the agreement.

#### **14. Guarantee**

14.1 The Consultant shall agree to re-design at his cost any portion of his engineering design work, which due to his failure to use a reasonable degree of design skill, shall be found defective within six months from the date of start of regular use of the portion of work affected.

14.2 The Authority shall grant right of access to the Consultant of these portions of the work claimed to be defective for inspection.

14.3 The Authority may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the above clause.

#### **15. Determination or Recession of Agreement**

The Authority without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

15.1 If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.

15.2 If the Consultant is in breach of any of terms of agreement

15.3 When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers :



- 15.4 To determine or rescind the agreement to engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

#### **16. General**

- 16.1 The Consultant shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any and also ensure that the work is carried out in accordance with drawings, specifications and conceptual plan.
- 16.2 The Authority will get the work of Consultant and/or his sub-consultants supervised/inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimate and designs.
- 16.3 The appointment of the Authority's own supervisory staff, if any, does not absolve the Consultant of his responsibility of general supervision. The Consultant shall be responsible for designs of structures and all provisions/ services of the work entrusted to him so as to satisfy their requirement.
- 16.4 The Consultant hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against the Authority in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.
- 16.5 The Consultant shall indemnify and keep indemnified the Authority against any such claims and against all cost and expenses paid by the Authority in defending itself against such claims.
- 16.6 It is hereby further agreed between the parties that the stamp duly payable under the law in respect of this agreement shall be borne by the Consultant

#### **17. Foreclosure**

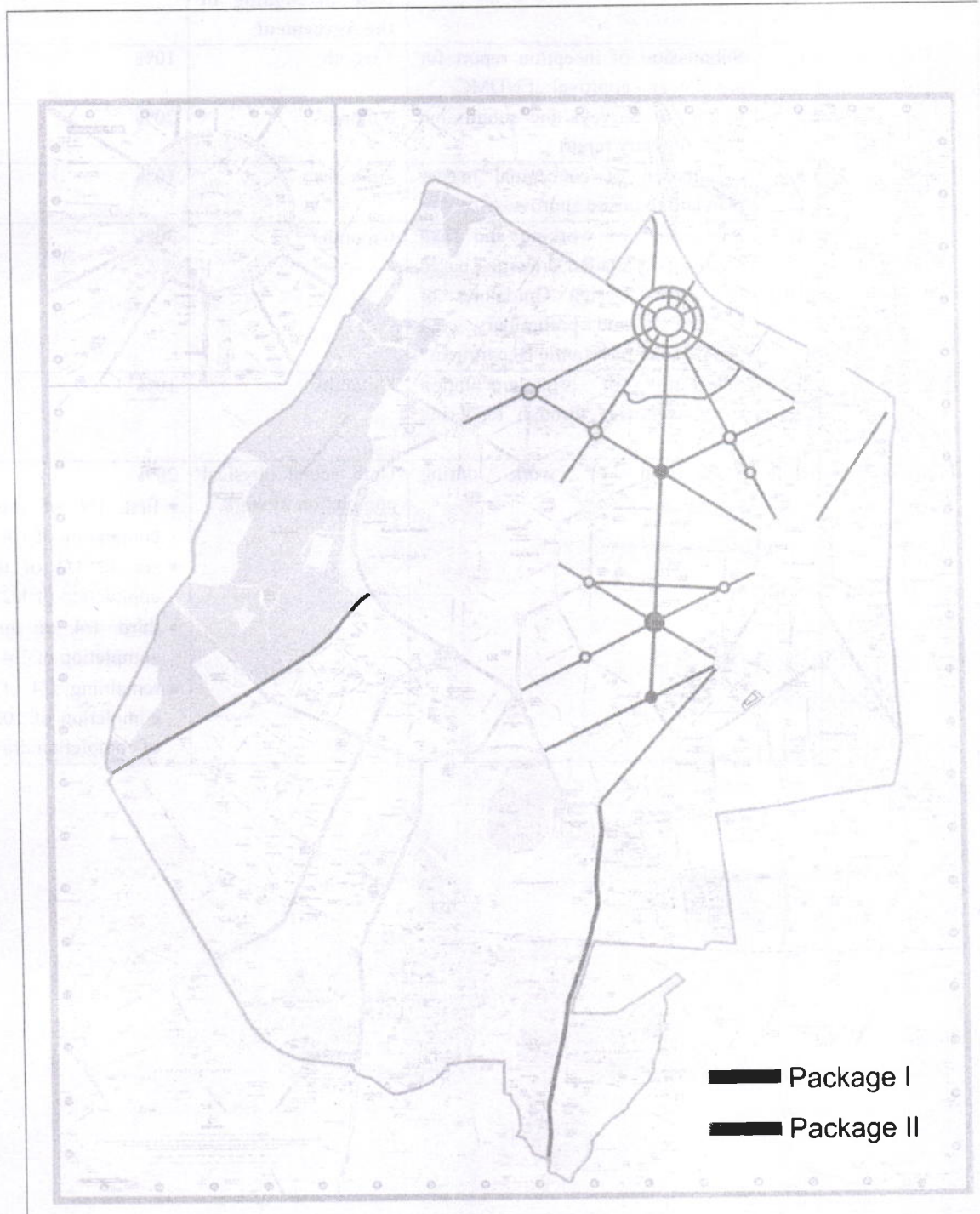
- 17.1 The Engineer-in-Charge may terminate the contract at any stage of the contract without assigning any reason whatsoever by 'giving not less than thirty (30) days' written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant.
- 17.2 Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant upto and including the date of termination to the Engineer-in-Charge.
- 17.3 The Consultant shall be duly paid for the works carried out and services rendered till the date of termination.



## Section 25: Time for completion & payment schedule (From the date of start)

| S. No. | Key Milestones                                                                                                                                                     | Time frame from Date of Signing of the Agreement | Admissible payment (% of total fee quoted)                                                                                                                                                                                                                                                                                                                                                                |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Submission of inception report for scrutiny and approval of NDMC                                                                                                   | 1 month                                          | 10%                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2      | Report on Surveys and submission of preliminary report                                                                                                             | 3 months                                         | 20%                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3      | Submission of conceptual master plan and requisite approvals                                                                                                       | 4 months                                         | 10%                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4      | Submission of working and final Drawings (Detailed drawings based On Street Design Guidelines of UTTIPEC) and preliminary cum detailed estimate to the Department. | 6 months                                         | 30%                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5      | Selection of implementation agency/agencies through tendering process                                                                                              | 8 months                                         | 10%                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6      | Supervision of work during execution.                                                                                                                              | Upto actual physical completion of work.         | 20% <ul style="list-style-type: none"> <li>• first 1/4 of this amount to be paid on completion of 1/4 of work</li> <li>• second 1/4 of this amount to be paid on completion of 1/2 of work</li> <li>• third 1/4 of this amount to be paid on completion of 3/4 of work</li> <li>• remaining 1/4 of this amount to be paid on completion of 100% of work and submission of completion drawings.</li> </ul> |

**ANNEXURE -1**  
**(Ref Section 2 para 2.2.1 of RFP)**





**ANNEXURE II**  
**(Ref Section 19 para 19.9.6 of RFP)**

**FORMAT OF FINANCIAL BID**

To  
Executive Engineer (Connaught  
Place) NDMC, Room No. – 1611,  
16<sup>th</sup> Floor, Palika Kendra, Sansad  
Marg, New Delhi – 110001

**Sub: Selection of Technical Consultant for planning of smart roads and markets in  
NDMC area**

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions for the work. I/we hereby quote for NDMC of the consultancy specified in the RFP within the time specified at following rate:

| S. No            | Name of Package | Quoted Fees                        |
|------------------|-----------------|------------------------------------|
| A                | Package I       | Lump sum INR..... (..... in words) |
| <b><u>OR</u></b> |                 |                                    |
| B                | Package II      | Lump sum INR..... (..... in words) |

The Financial Bid submitted is (i) unconditional, (ii) inclusive of all taxes, duties, levies, out of pocket expenses, professional fee etc. excluding service tax, and (iii) fulfils all the requirements of the RFP Document. The service tax will be paid by the consultant and will be reimbursed by NDMC on actual basis.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive

\_\_\_\_\_  
Signature and Name of the Authorised Person



**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To

**Executive Engineer (CP) NDMC**

**Room No. – 1611, 16<sup>th</sup> Floor,**

**Palika Kendra, Sansad Marg,**

**New Delhi - 110001**

**Subject: Selection of Technical Consultant for planning of smart roads and markets in NDMC area**

Dear Sir,

We, the undersigned, offer to provide the consulting assignment/job for New Delhi Municipal Council in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and financial Proposal, in a sealed envelope for the following package:

|                                               |
|-----------------------------------------------|
| <b>Smart Road packages</b>                    |
| <b>'Package – I' <u>OR</u> 'Package – II'</b> |

We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full initials]: Name and Title of  
Signatory:

Name and address of Firm:





**PRE INTEGRITY PACT**

To,

**Executive Engineer,  
CP Division,  
NDMC, New Delhi**

New Delhi Municipal Council represented through **Executive Engineer (CP), Room No.1611, Sixteen Floor, Palika Kendra, New Delhi-110001** (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

---

(Hereinafter referred to as the "**Bidder(s)/Contractor(s)**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Whereas** the Principal/Owner proposes to procure (Name of work the Store/Equipment/Item) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

**Whereas,** the Bidder(s)/Contractor(s) is a sole proprietorship firm / registered partnership firm / private limited company/ public limited company/ consortium, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

**Now, therefore,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by

avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

**And**

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the Principal/Owner**

- 1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).
- 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

**Commitments of Bidder(s)/Contractor(s)**



3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
- 3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/ Brokers/ representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
- 3.4 Bidder(s)/ Contractor(s) shall disclose the payments to be made by them to such agents/ brokers/ representatives/ intermediaries, in connection with this bid/ contract at the time of bidding.
- 3.5 **Deleted.**
- 3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers /intermediaries shall be submitted.
- 3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain

responsible to maintain safety & confidentiality of his bid documents during bid process.

3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also under takes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

#### **4. Previous Transgression**

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.



4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**5. Deleted.**

**6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
- (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the earnest money deposit and performance guarantee, if furnished by the Bidder(s)/ Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
- (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).



- (vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit has been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- (x) Forfeiture of Performance Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

## **7. Fall Clause: Deleted**

## **8. Independent External Monitors**

8.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs are as follows:

1. Dr. U.K. Sen, IEM ukxen@hotmail.com
2. Sh. V.K.Gupta, IEM vinod101951@gmail.com.





8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

8.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.

8.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

8.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

#### **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **10. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.



## 11. Other Legal Actions

The action stipulated in this Integrity Pact is without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after expiry of the contract or six months from the date of the signing of the contract by the successful bidder, whichever is later.

12.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Principal/Owner  
Name of the Officer,  
Chief Executive Officer Designation  
**New Delhi Municipal Council**

Bidder(s)/Contractor(s)

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1.

2.

\* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.



**APPENDIX-III**  
**(Ref Section 1 para 1.14(iii) of RFP)**

**FINANCIAL CAPABILITY**

Bidder/ each member of the Consortium should submit their financial details as per the following

**Annual Turnover, Net Worth and Profitability Statement**

This is to certify that the annual turnover, net worth & profit statement of M/s  
..... having registered office at  
.....  
.....for last three years is as below:

| Sl. No. | Financial Year | Name of the Bidder<br>/consortium member | Turnover<br>(in Crore) | Net worth<br>(in Crore) |
|---------|----------------|------------------------------------------|------------------------|-------------------------|
| 1       | 2015-16        |                                          |                        |                         |
| 2       | 2014-15        |                                          |                        |                         |
| 3       | 2013-14        |                                          |                        |                         |

This is also certified that M/s .....has not incurred losses during last three years.

**Authorised Signatory**

**(Name & Designation of Authorised Signatory)**

**Signature & Seal of Chartered Accountant:**

**Date:**

**Instructions:**

For the purpose of qualification:

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
2. The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

**APPENDIX-IV**  
**(Ref Section 1 para 1.11 of RFP)**

**STATEMENT OF LEGAL CAPACITY**

*(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)*

Ref. Date:

To

**Executive Engineer**

**NDMC**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable*





### DETAILS ON KEY PERSONNEL

### ARTICLE 10. TAX PERSONNEL

[illegible]

**Deployment schedule – All experts**

| S.No. | Designation | Name | Per Month             |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
|-------|-------------|------|-----------------------|---------------------------------|---|---|---|---|---|---|---|---|---|----|----------------|--|
|       |             |      | At<br>Project<br>Site | Away<br>from<br>Project<br>Site | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11<br>to<br>36 |  |
| 1     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 2     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 3     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 4     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 5     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 6     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 7     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 8     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 9     |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 10    |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |
| 11    |             |      |                       |                                 |   |   |   |   |   |   |   |   |   |    |                |  |





## **CURRICULUM VITAE OF KEY STAFF**

1. Proposed Position:

2. Name of Firm:

[Insert name of Bidder proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]

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

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

From [Year

To Year]

Authority:

Positions held:

12. Detailed Tasks Assigned:



[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned  
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job

or project: Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. 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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

-----  
[Signature of staff  
member]

Full name of staff member

Date:

Place:

\_\_\_\_\_  
Signature of the Bidder





RFP)

UNDERTAKING 2

**Name of Work: Selection of Technical Consultant for planning of smart roads and markets in NDMC area**

I confirm that I/Applicant do not have any pending litigation & non-performing contracts during last 5 years. Further, I/Applicant have not been barred/blacklisted by Government of India/ any State Government/ Government agency, Supreme Court.

I confirm that we do not have any litigations pending with the NDMC as on date of opening of technical Application.

\_\_\_\_\_  
Signature of the consultant  
with seal Dated:

Witness:

Address:

Occupation



**APPENDIX – VII**  
**(Ref Section 1 para 1.9 of RFP)**

**POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)**

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize

Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for 'Selection of Technical Consultant for Planning of Smart Roads and Markets in NDMC area' under smart city program in response to the RFP Document dated \_\_\_\_\_ issued by New Delhi Municipal Council (NDMC), (the Authority) including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Authority may require us to submit. The aforesaid Attorney is further authorized for making representations to the Authority or any other authority, and providing information / responses to the Authority, representing us in all matters before the Authority, and generally dealing with the Authority in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the Authority and thereafter till the expiry of the Contract.

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

*All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.*

**Signed by the within named**

.....[Insert the name of the executant company] through  
the hand of

Mr. ....





duly authorized by the Board to issue such Power of Attorney  
Dated this ..... day of .....

**Accepted**

.....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

**Signature and stamp of Notary of the place of execution**

**Common seal of ..... has been affixed in my/our presence pursuant to  
Board of Director's Resolution dated.....**

**WITNESS**

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

Notes:

- (1) 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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to



be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).





**(Ref: Section 3 para 3.6.2 of RFP)**

Whereas, .....  
 ..... and  
 .....

We,.....having our registered office at .....M/s.  
 .....

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relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the NDMC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS ..... DAY OF .....2.....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....  
(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- ☐ 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.*

*Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate*

**APPENDIX – IX**  
**(Ref: section 3 para 3.6.4 of RFP)**

**CONSORTIUM AGREEMENT / MEMORANDUM OF UNDERSTANDING**

*(To be executed on Stamp paper of appropriate value)*

This Consortium Agreement/Memorandum of Agreement is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN

Mr. \_\_\_\_\_ R/o \_\_\_\_\_  
OR M/s \_\_\_\_\_

\_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its registered Office at \_\_\_\_\_ acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the

‘LEAD MEMBER’ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. \_\_\_\_\_ R/o \_\_\_\_\_  
OR M/s \_\_\_\_\_

\_\_\_\_\_, a Company incorporated under the Companies Act, 2013 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the (‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

Whereas New Delhi Municipal Council (hereinafter referred to as ‘NDMC’) has invited Bids \_\_\_\_\_ for the \_\_\_\_\_ the \_\_\_\_\_ Licensing \_\_\_\_\_ of \_\_\_\_\_ in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by NDMC for participating in the bid by the Consortium for which the Bid has been floated by NDMC.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves. AND WHEREAS all the parties hereto have discussed



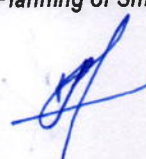


and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT  
HEREBY

WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of \_\_\_\_\_ in terms of the Bid invited by New Delhi Municipal Council., (NDMC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NDMC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the preferred/successful bidder in the bid being invited by NDMC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for \_\_\_\_\_.
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the Roles and responsibilities of the members of the Consortium for this specified purpose shall be as follows:
  - I. The Lead Member shall have following responsibilities (Please clearly specify)
  - II. The Participant Member shall have following responsibilities (Please clearly specify)





That in case to meet the requirements of bid documents or any other stipulations of NDMC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of NDMC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE

PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. ( ) 2. ( )  
3. ( ) Authorized Signatory Authorized Signatory  
Authorized Signatory ( )  
( ) ( ) For (Name of  
company) For (Name of company) For (Name of company)

*Enclosure:* Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose

Date:





## **APPENDIX – X**

### **Ref Section 2 para 2.2.3 (i) (a) of RFP**

#### **DETAILED APPROACH AND METHODOLOGY FOR EXECUTION OF THIS PROJECT**



**Format of Bank Guarantee for 'Earnest Money Deposit'**  
**(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)**

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the '**Selection of Technical Consultant for planning of smart roads and markets in NDMC area**' hereinafter called "Bids".

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as "NDMC" in the sum of Rs. \_\_\_\_\_ (in Words) \_\_\_\_\_ which payment can truly be made to Secretary, NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of, 2016 THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bids at any time during the stipulated period of Bid Validity specified in the RFP document; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP in NDMC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the Bidders refuses to accept the (i) minutes of pre-bid meetings, or (ii) any other corrigendum issued by NDMC, if any; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
  - To submit the performance guarantee as specified in the RFP document to New Delhi Municipal Council (NDMC)
  - Sign the Concession agreement as provided in the RFP Document.

We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC's first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions in the RFP.



The Earnest Money Deposit will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by NDMC at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that in the event that this Bidder is selected for award of the project through the issue of the Letter of Award, the Earnest Money Deposit shall remain in force until the date of signing of agreement by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Earnest Money Deposit should reach the Bank not later than the date of expiry (as defined above) of this Earnest Money Deposit.

The jurisdiction in relation to this Earnest Money Deposit shall be the courts of Delhi and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED  
REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS OF THE WITNESS \_\_\_\_\_

30/12/16  
CE(-I)

SELR-I

EECP

REC

