

**Project Management Consultancy Services for construction of Automated Multilevel
Car Parking at Defence Colony Market in Central Zone**

**Project Management Consultancy Services for construction of Automated Multilevel
Car Parking at Defence Colony Market in Central Zone**

Request for Proposal

SOUTH DELHI MUNICIPAL CORPORATION

**Project Management Consultancy Services for construction of Automated Multilevel
Car Parking at Defence Colony Market in Central Zone**

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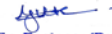
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SECTION 1

NOTICE INVITING REQUEST FOR PROPOSAL

The Executive Engineer (Project-I) Central Zone on behalf of SDMC invites the bids from eligible Consultant /firms/ companies registered in any government department or non-registered reputed firms in Two Envelope System having suitable experience in providing Project Management Consultancy Services for Construction of Automated Multilevel Car Parking. The MCD Registered contractors may submit their bids online and eligible contractors/consultants other than MCD shall submit their bids manually in sealed cover upto **3.00 PM on 03.07.2017** for the under mentioned consultancy works:

Name of work		Project Management Consultancy Services for Construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone.
1	Estimated Project Cost	Rs. 1110.00 lacs
2	Cost of tender	Rs. 1,000/- (Non-refundable) in the shape of DD in favour of Commissioner, SDMC with 2 Months Validity at the time of submission.
3	Earnest Money	Rs. 1,11,000/- in the shape of DD in favour of Commissioner, SDMC with 2 Months Validity at the time of submission.
4	Time of completion of project	28 Months
5	Validity of Rates	5 Months
6	Head of Account	K-154-3018
7	Tenders can be had	Office of EE (Project-I) Central Zone, SDMC, Shiv Mandir Marg, Jal Vihar, Lajpat Nagar-I, New Delhi-110024. It can also be downloaded from SDMC website i.e. http://mcdonline.gov.in/tri/sdmc_mcdportal/
8	Tenders Submission	Office of Superintending Engineer (Project)Central, SDMC, Under Sewa Nagar Flyover in New Delhi.


Ex. Engineer (Pr.)-I CNZ
Shiv Mandir Marg
Jal Vihar, Lajpat Nagar
New Delhi-24

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MANUAL TENDERS on http://mcdonline.gov.in/tri/sdmc_mcdportal/

Date of uploading of Tender/RFP Documents on SDMC website : http://mcdonline.gov.in/tri/sdmc_mcdportal/	20/06/2017
Last Date of Submission of queries	23.06.2017 upto 5.00 PM
Date of Pre-bid meeting	24.06.2017 at 11.00 AM in the office of SE (Project) Central,
Response to queries	28.06.2017
Last Date of submission of Bids	03.07.2017 upto 3.00 PM
Date of Opening for Technical Bids	03.07.2017 at 3.30 PM
Date of Opening for Financial Bids	To be decided later on

E-TENDERS on <http://mcdetenders.com>


Last Date of Download of Tender Document	28.06.2017 upto 2.00 PM
Last Date for Bid Preparation & Hash Submission	30.06.2017 upto 5.00 PM
Close for Bidding	30.06.2017 at 05.01 PM to 06.00 PM
Date of Re-encryption of online Bid	30.06.2017 at 06.01 PM to 03.07.2017 upto 3.00 PM
Date of Opening of Technical Bids	03.07.2017 at 3.30 PM
Date of Opening of Financial Bids	To be decided later on

Financial Capacity:

a) **Turnover:-**

Average annual financial turn over for consultancy works should not be less than 55.50 lacs during the immediate last 7 consecutive financial years. Only audited report/statement of the participants will be considered. The loss shall not be more than two consecutive years.

b) **Solvency:-**


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The consultant will give solvency certificate for an amount of Rs. 22.20 Lacs (40% of the estimated cost of the consultancy work). Chartered Accountant/Statutory Auditor Certificate shall be submitted as documentary evidence.

The eligibility criteria for the participating consultancy firm are as under:

Experience of having successfully completed similar consultancy works i.e. Automated Multilevel Car parking, during the last 7 years ending the last day of the month previous to the one in which applications are invited. The participating firm should be minimum three years old in the field of Multilevel Car Parking. *The works completed upto previous day of last date of submission of tenders shall also be considered.*

One similar completed consultancy services for works costing more than 8.88 crore

Or

Two similar completed consultancy services for works costing more than 6.66 crore

Or

Three similar completed consultancy services for works costing more than 4.44 crore

Or

Experience of having provided PMC for the work of automated multilevel carparking for more than 148 cars.


The Completion certificates duly notarized must be attached as documentary evidence in support of the above experience.

The proposal shall contain the Technical & Financial Bids in separate envelopes. Envelope I shall contain technical bid documents (One original + Two Copies) in one sealed envelope. The envelope shall be marked "Technical Bid only". The EM is to be kept in Technical Bid envelope. In case, tender document is downloaded from website the Tender Cost is also to be kept in Technical Bid envelope. The tenders not accompanied by Earnest Money in prescribed form shall be summarily rejected. Envelope II shall contain financial

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bid only in another sealed cover. For any query contact 011-29811615 / Mob. No.
9717787956.

Executive Engineer (Project-I)CNZ


Ex. Engineer (Pr.-I) CNZ
Shiv Mandir Marg
Jal Vihar, Lajpat Nagar
New Delhi-24

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**SECTION 2
INFORMATION TO CONSULTANCY FIRM**

SECTION 2: INFORMATION TO CONSULTANCY FIRM Table of Clauses

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SECTION 2: INFORMATION TO CONSULTANCY FIRM A. GENERAL

1 Scope of Project

1.1 Project Background

The city of Delhi has many Central government offices. Most of its infrastructures was built before 1970. At that time vehicles plying in Delhi and around various government offices were much less when compared to the current day. The surface parking facilities were built to suit the vehicular traffic of that time. The same however is not meeting the current demand due to exponential increase in traffic.

As per the estimation of Automobile industry the number of cars plying on Delhi roads is much more than Mumbai, Kolkata, Chennai, Bangalore, Hyderabad etc. A rapid growth in the use of personal cars/ transport vehicles has been witnessed in recent years. The increasing use of personal transport vehicles/ cars by most of the users is leading to traffic and parking problems around market area. Considering the above situation, Municipal Corporation of Delhi decided to build an above ground automated multilevel car parking facility at their various locations for the use of their officials and visitors.

The South Delhi Municipal Corporation has been entrusted the development of Automated Multilevel above Ground Car Parking facility including the project execution responsibilities. The proposed parking will accommodate approximately 185 cars on a plot measuring 913.50 sqm in Defence Colony Market , to reduce the congestion from main market in Central Zone. SDMC has, hence decided to invite the proposals from the reputed consultancy firms for **Providing Project Management Consultancy Services for the Construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone.**

1.2 Scope of Construction Supervision Services

The Consultants, through this contract shall remain responsible for the services to be performed through their personnel or on their behalf.

The Consultants shall perform the services and carry out their obligations there under with all due diligence, efficiency and economy in accordance with the provisions of the contract and shall observe sound management/ technical/ engineering practices. The Consultants shall always act, in respect of any matter relating to this contract or the services as faithful advisers to the client.

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1.2.1 Services/Scope of work

The Consultant (also called Supervision Consultant) shall perform all works necessary to supervise the construction of the above mentioned contract package under control and guidance of the Engineer and the Employer ensuring accomplishment of construction works as per works contract in accordance with the specifications and implementation programme.

The Consultant shall issue all necessary instructions to the contractor in consultation with SDMC and check and control the work and to ensure that the work is carried out according to contract documents. Authority of the Project Management Consultant to act as SDMC's Representative for the propose of the contract shall not prejudice the authority of the SDMC (the Employer/ Client) to modify, alter or disapprove any or their instructions given to the contractor in writing in connection with the construction of the project.

In the context, SDMC intends to higher the service of **Project Management Consultancy Services for construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone** Consultant shall carry out all such duties, which are essential for effective implementation of the construction contract, as mentioned in, but not limited to the following major task defined as below:-

1. To carryout soil testing and topographic survey and prepare layout plan indicating the location of all existing utility services and plan for their relocation, trees to be felled and planted. The detailed field surveys shall be carried out using high precision instruments i.e. total station or equivalent. The data from the topographic surveys shall be available in (x.y.z.) format for use in a sophisticated digital terrain model (DTM) including preparation of key Plan.
2. To prepare the feasibility report for having the parking system in consonance with the prevailing bye loss and other statutory regulation of Govt. instrumentalities in addition to prepare detailed architectural, traffic management drags with the view of optimum utilization of space, structural design, geometrical design Mechanical ventilation, and firefighting system/sprinklers as well as wet riser system, Smoke evacuation during fire, up flow down flow ramps, water harvesting system arrangement , drainage

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system, boundary wall, exist and entry gate, drinking and raw water system and other ancillaries of parking areas etc. any other statutory requirement further the BOQ as per the scheduled item of DSR, market rate items based on the above scope shall be submitted.

3. The tender document for execution work shall be prepared out of one of the two alternatives as will be approved by the Employer.
4. To carryout structural/geometrical design, and drawing of any other component related with this work but not specifically mentioned above and to do modification in structural design and drawing of the member, if required by the Employer as per site requirement/suggestions of the proof consultant. The decision of Engineer – in-Charge or his authorized representative in this regard shall be final and binding on the Consultant.
5. To design entire system comprising of all such requirement such as intelligence vehicle access control system (IVACS), parking lot signal, bay guidance system, necessary lighting arrangements following the all design standards such as disability glare, foot candle, full cut of type fixture, horizontal luminance light trespass, applied, uniformity ratio (U.R.O)
6. To prepare ‘good for construction’ drawings for implementation of project and to provide more detail drawings, if required, by the Employer. The pattern of submitting drawing shall be decided by the Engineer-in-Charge or his authorized representative. Initially consultant shall submit three sets of design and drawings in hard forms and one in soft form. There after six sets of finally approved design and drawing in hard form and two in soft form. The Consultant shall submit any additional set of drawing and design calculations in the required no. of copies as may be required by the Employer.
7. The consultant shall tender necessary assistance in getting the design and drawings approved from the Proof Consultant. It will be the responsibility of the Consultant to get the designs and drawings approved from the proof consultant. The Consultant shall furnish all the relevant supporting documents, additional design calculations required by the Proof Consultant. The cost of getting the design approved from the proof consultant shall be borne by the consultant.
8. To provide documentation for good practices for maintenance of all the component of

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project.

9. To provide plan for the smooth movement of traffic at the time of execution of the project without causing undue hindrance to movement of traffic.
10. Consultant shall obtained all types of necessary clearances required for implementation of the project on the ground from the statutory bodies/concerned agencies as per requirement and shall not be paid on this account.
11. To attend pre-bid meeting with the intending tenderers and provide clarifications on points other than commercial clarification raised by tenderers and to prepare corrigendum and clarification document, if any, in consultation with the Employer after pre-bid meeting.
12. To provide every assistance, guidance and advice in general to the Employer or his authorized representative on any matter concerning all aspects of the project including checking of designs and drawings of formwork, staging, temporary works etc submitted by the construction contractor.
13. To identify sources of construction materials and vendors list;
14. The consultant will help in evaluation of tender, prepare justification of rates and extend full support in selection of bidder.
15. To attend negotiation meeting with the contractor and provide all assistance in award of the main work.
16. Scrutiny of the construction program submitted by the contractors including offering comments on the same and further recommendations to the employer/engineer- in-charge for his approval. Consultant shall prepare design / re-design structural as well as geometrical features of component of project in case need arises in this regard.
17. To scrutinize the documents/invoices of material procurement and to get the mandatory testing of materials /items as per relevant specification /norms. To prepare various records such as MAS (material at site account), cement register, bitumen register, hindrance register, mandatory test register, steel register, road roller register and other records required as per specifications/norms.
18. To give clarifications on contractor's queries pertaining to the interpretation of drawings/ design, specifications and other contractual matters.
19. Day to day supervision of the contractor's works to be in accordance with the

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- drawings, specifications, scope etc as regards to quantity and quality.
20. Day to day monitoring of materials procured for works by the contractors, check for their conformity to meet the contractual requirements.
 21. Ensure contractor's conformance to the set out construction procedures, safety norms and practices, statutory obligations, and every other obligation to be met by him under the contract for its proper fulfillment.
 22. To submit the report of feasibility for sub letting of any part of the works/ assignment to SDMC and maintain regular correspondence with all the contractors in the project on all matters for achieving proper contract management practices .
 23. Interpretation and evaluation of contractor's claims towards extra items of works and other contractual matters including forwarding the recommendations to SDMC.
 24. Evaluation of the causes for delays in the completion of works if any, assign the reason, source of responsibility for the same including the quantum of such delays and forwarding the recommendations to SDMC in this regard. SDMC will not bound to accept the recommendation of consultant.
 25. To make independent measurement and check all quantity measurement and calculations required for payment purpose.
 26. Evaluate the progress of the contractor's works with respect to the milestones set in the contract and submit report to SDMC in this regard.
 27. Co-ordinate the activities of the various agencies in the project to ensure proper availability of scope and fronts to them in accordance with approved construction schedule.
 28. Co-ordinate with the Design/DPR Consultant in accordance with the construction schedule/contract.
 29. To review the progress and decide on action plans as required including preparing the minutes of meeting held in this regard.
 30. Submit detailed monthly progress reports of the works of various agencies to SDMC including remarks on the same.
 31. Assisting SDMC in respect of all matters concerning resolution of disputes between SDMC and the contractor, including partaking in such proceedings as and when called upon to do so.
 32. Ensure and check the "As built" drawings submitted by the contractors for their Correctness and accuracy.

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33. Assist SDMC in providing clarifications/explanations to observations made, from time to time by the auditors.
34. Direct the contractors to carry out all such works or to do all such things as may be necessary in his opinion to avoid or reduce the risk in case of any emergency affecting the safety of life or of the works or of adjoining property and to advise SDMC thereof as soon thereafter as is reasonably practicable.
35. Maintenance of project diary containing all the details/events pertaining to the administration of the contract, requests forms and orders given to the contractors and any other information which may at a later date be of assistance in resolving queries / disputes which may arise then.
36. Submission of cash flow statement to SDMC based on the agreed construction schedule and progress of works.
37. Complete construction management services includes day-to-day supervision, management of overall and intermediate scheduled, weekly, monthly meetings, physical inspection, day-to-day approvals and certification of invoices.
38. To carry out testing of materials and completed items as per requirement of the specification in the field lab which will be provided by the contractor during the execution of work and submit report to SDMC in this regard. To do sampling of material/ completed items etc., for getting testing the same from the lab other than field lab as and when required. To collect such testing reports timely and to submit to SDMC well in time.
39. After checking the monthly abstract bill, the Supervision Consultant will submit the same to SDMC along with statements and test reports as per contractual provisions with following details:-
 - a) Safety and Environment aspects are being followed by the contractor as per
 - b) contractual conditions and have been scrutinized by Consultant.
 - c) The entire technical requirement i.e., technical tests have been got completed and quality of work is according to specifications given in the Contract/agreement.
 - d) The progressive expenditure of the instant bill is within the contractual amount.
 - e) Test results/reports are as per specifications.
 - f) The contractor has accepted the bill.
40. To prepare drainage design showing locating of turnouts and fall structures.
41. To design entire electrical system comprising of L.T/H.T system, security

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system, lighting system elevators (both for passenger as well vehicles), fire detection system, public address system, access control system. LED based signage's and display system and allied automation control system on digital panel electrical arrangement i.e. lift, LED etc. for the entire project.

42. Tender document should contain all these clause in the detailed project. The aspects of value Engineering, Quality Audit and safety audit. The quality Audit of the report shall be got carried out from the Quality Auditor to be approved by the Employer and the cost shall be borne by the consultant. The value Engineering exercise will be carried out through an expert and standard principle of value Engineering exercise shall be followed and workshops shall be held. The cost of these exercises shall be borne by the consultant.
43. To provide design for suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, delineators etc. environmental example air quality management within out-side or proposed. Emergency evacuation plan, movement plan.

1.2.2. Period of Services

Stipulated construction period of **Automated Multilevel Car Parking at Defence Colony Market in Central Zone** is 24 months to be reckoned from 10th day from award of contract. As such the period of service for Project Management Consultancy Services will be 28 (twenty eight) months from the date of issue of award letter or till the completion of the parking project, whichever is later. That is, if the project construction works need more time for its completion, the period of service for Project Management Consultancy Services shall be extended in proportion to civil contract and nothing extra shall be payable to consultant for the extended period.

2. Eligible Bidders

2.1 The proposals for this contract will be considered only from those bidders who meet requisite eligibility criteria subject to complying with the provisions in Clause 2.2 and Clause 3.

2.2 Bidder must not have been blacklisted or debarred by any central/state

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government department or public sector undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit undertaking to this effect in Performa as given in , Section 6E.

3. Qualification of the Bidder Eligibility and Qualification Criteria.

3.1 Technical Experience:

The SDMC Registered contractors and contractors/consultants other than SDMC, fulfilling the following eligibility criteria, shall submit their bids in sealed cover in TWO ENVELOPE SYSTEM.

ELIGIBILITY CRITERIA:-

The eligibility criteria for the participating consultancy firm are as under:

Experience of having successfully completed similar consultancy works i.e. Automated Multilevel Car parking, during the last 7 years ending the last day of the month previous to the one in which applications are invited. The participating firm should be minimum three years old in the field of Multilevel Car Parking. *The works completed upto previous day of last date of submission of tenders shall also be considered.*

One similar completed consultancy services for works costing more than 8.88 crore

Or

Two similar completed consultancy services for works costing more than 6.66 crore

Or

Three similar completed consultancy services for works costing more than 4.44 crore

Or

Experience of having provided PMC for the work of automated multilevel carparking for more than 148 cars.

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The Completion certificates duly notarized must be attached as documentary evidence in support of the above experience

3.2 Financial Capacity:

c) Turnover:-

Average annual financial turn over for consultancy works should not be less than 55.50 lacs during the immediate last 7 consecutive financial years. Only audited report/statement of the participants will be considered. The loss shall not be more than two consecutive years.

d) Solvency:-

The consultant will give solvency certificate for an amount of Rs. 22.20 Lacs (40% of the estimated cost of the consultancy work). Chartered Accountant/Statutory Auditor Certificate shall be submitted as documentary evidence.

4. Participation in Bids

4.1 Bidder shall submit only one bid. A bidder who submits or participates in more than one bid shall be disqualified.

5. Cost of Bidding

5.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

B. RFP Document

6. Content of RFP Document

6.1 The RFP document includes those stated below, and should be read in conjunction with any Addenda, if any, issued in accordance with Clause 8.

1. Notice Inviting RFP
2. Information to Consultancy Firm
3. Personnel's Job Descriptions and Qualifications of the Supervision Team
4. General Conditions of Contract
5. Financial Proposal containing Billing Schedule and Unit rates

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6. Form of Bid
7. Form of Agreement
8. Form of Bank Guarantee for Performance Security
9. Form of Undertaking for Not Blacklisted
10. Integrity pact

6.2 The bidder is expected to examine carefully the contents of the RFP documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 26, bids which as per opinion of the Employer are not substantially responsive to the requirements of the RFP document, the proposal will be rejected.

7. Clarification of RFP Documents

7.1 The prospective bidder requiring any clarification of the RFP document may e-mail their queries before the **Pre-Bid Meeting to be held on 24.06.2017.**

8. Amendment of RFP Documents

8.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the RFP documents pursuant to Sub- Clause 8.1, and shall be communicated in writing or by cable or through website to all purchasers of the RFP documents. Prospective bidders shall acknowledge receipt of each addendum by writing or through e-mail by cable to the Employer.

9. Personnel's Job Descriptions & Qualifications of the Supervising Team:

Job descriptions and Qualification needed for each category of staff are specified in Section 3. The Consulting Firm shall quote the price of services ensuring that they will provide the kind & quantum of staff whose qualification and experience conforms to as given in Section 3.

10. Quoting Price of Project Management Consultancy Services.

10.1 Prior to quoting of price the bidder is to understand quantum of supervision

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works involved, location of the site, site condition and other allied factors. The bidder then will make their own assessment of manpower requirement and propose their deployment in consideration of the “scope of services for Project Management Consultancy Services” enumerated in Cl 1.2. The supervision team to be deployed to render the assigned services shall be composed of the following categories of members at the minimum.

(A) Supervision Team

1. Team Leader – Full Time = 1 no.
2. Electromechanical Engineer – Part Time = 1 no.
3. Quantity Surveyor – Part Time = 1 no.
4. Field Engineer (Civil) – Full Time = 1 no.
5. Field Engineer (Electrical) – Full Time = 1 no.

(B) Skeleton team

1. Team Leader – Full Time = 1 no.
2. Quantity Surveyor – Part Time = 1 no.

Note:- (i) Part time means minimum 3(three) days a week

The bidder is to quote price in schedule both in figures and in words.

Sl. No.	ITEM	Amount(Rs.) in figure	Amount (Rs.) in words
1.	Project Management Consultancy charges for providing complete Project Management Consultancy Services for Automated Multilevel Car Parking at Defence Colony Market in Central Zone (Excluding Service Tax).		

10.2 Price escalation

The price quoted by the bidder and finally accepted by the Employer will not be subject to any escalation.

C. Preparation of Bids

11. Language of Bid

11.1 The RFP shall be prepared in English language. All the documents related to bids supplied by the bidder should also be in English language.

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12. Documents comprising the Bids

As mentioned under clause 18.

13. Bid Prices

13.1 Unless stated otherwise in the RFP documents, the Contract shall be for the whole Works as described in Sub-Clause 1.2, based on the lump sum consultancy fees submitted by the bidder. The accepted bid shall be the finally arrived contract price.

13.2 All duties taxes and other levies excluding service tax payable by the Consultant under the Contract, or for any other cause, shall be included in the lump sum consultancy fees to be quoted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly. Service tax, as applicable shall be reimbursed.

13.3 The lump sum consultancy fee quoted by the bidder is firm for the entire contract period.

14. Currencies of Bid and Payment

14.1 The lump sum consultancy fees shall be quoted by the bidder only in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period of 5 Months after the date of Bid opening specified in Clause 23.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting the Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Earnest Money for the period of extension.

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16. Earnest Money

- 16.1 The bidder shall furnish, as part of his bid, Earnest Money in the amount of Rs.1,11,000/- (Rupees One Lacs Eleven Thousand only).
- 16.2 The Earnest Money shall be furnished in the form of Bank Demand Draft in favour of Commissioner, SDMC drawn on Nationalized Bank or Scheduled Bank of India.
- 16.3 Any bid not accompanied by an acceptable Earnest Money and Tender cost shall be rejected outright by the Employer as non-responsive.
- 16.4 The Earnest Money of unsuccessful bidders will be returned as early as possible.
- 16.5 The successful Bidder shall have to furnish performance guarantee amounting to Rs.3,00,000/- (Rupees Three lacs) in the form of Bank Guarantee/Demand Draft in favour of Commissioner, SDMC drawn on Nationalized/Scheduled Bank within 15 days of issue of the letter of acceptance and signing of the agreement.
- 16.6 The Earnest Money may be forfeited
- a) if the bidder withdraws his bid during the period of bid validity;
 - b) if the bidder does not accept the correction of his bid price, pursuant to Sub-Clause 26.66 or
 - c) in the case of a successful bidder fails within the specified time limit to
 - (i) sign the Agreement
 - (ii) furnish the required performance security/guarantee.

17. Pre-bid Meeting

- 17.1 If required, the Bidder or his official representative may attend a pre-bid meeting, which will be held on scheduled date as per NIT.
- 16.66 The Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 The Bidder is requested to submitted any question in writing or by email to reach the SDMC on or before
- 17.4 The text of the questions raised and the responses given, will be uploaded on SDMC website. Any modification of the bidding documents which may become necessary as result of the pre-bid meeting shall be made by the SDMC exclusively through the issue of addendum.

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18. Format and Signing of Proposal

18.1 Bidders would provide all the information as per this RFP and in the specified format. SDMC reserves the right to reject any Proposal that is not in the specified format.

18.2 The Proposal should be submitted in two parts:

a. Technical Proposal

1. Form of technical proposal as per Section 6-A.
2. Power of Attorney as per Section 6G.
3. Integrity pact as per Section 6F.
4. Experience Certificate as per clause 3.1 and 3.2
5. Undertaking for not Black listed as per section 6-E.

b. Financial Proposal

SDMC registered bidders are required to submit their Financial Bid online only as prescribed under Section 5 of the RFP document and other bidders who are not registered in SDMC can submit their bids manually.

19. Submission of Proposals

19.1 The proposal shall be submitted in the following manner:

Envelope- A	Technical Bid
Envelope- B	Financial Bid

The Bidder shall submit their proposal as mentioned in Section-I.

However, following documents should also be submitted in physical form at the time of submission of bid on or before the due date. The **Technical Bid Envelope** shall contain the following documents:

1. Form of technical proposal as per Section 6-A.
2. Power of Attorney as per Section 6G.
3. Integrity pact as per Section 6F.
4. Experience Certificate as per clause 3.1 and 3.2

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5. Undertaking for not Black listed as per section 6-E
6. Earnest Money and cost of Bid Document should be placed in separate envelope duly marked on them “Earnest Money” and “Cost of bid document”. Both these two envelopes should be placed in one envelope with requisite documents as mentioned above.
7. Main envelopes shall indicate the Name and Address of the Bidder. All the envelopes shall clearly bear the following identification “Providing Project Management Consultancy Services for the construction of Automated Multilevel Car Parking facility at Defence Colony Market in Central Zone.”

The envelope I shall be marked “Technical Bid” only

The tenders not accompanied by Earnest Money/Earnest Money in prescribed form or tenders not accompanied with tender cost, in case downloaded from website shall be summarily rejected.

The envelope II shall contain “Financial bid” only in the prescribed format I in another sealed cover marked “Envelope-II”

Both the envelopes ‘A & B’ shall be placed in a main sealed envelope. All the envelopes i.e. ‘I & II and main envelope shall bear **“Tender for the work of Project Management Consultancy Services for construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone.”**

The tenders duly sealed and marked as above shall be submitted in the following office:

**Superintending Engineer (Project)Central
South Delhi Municipal Corporation
Under Sewa Nagar Flyover, New Delhi-110024
Contact No.011-29811615**

The “Envelope –I” will be opened first in the presence of the intended bidders and if any bidder will not meet with the eligibility criteria stated above than his “Envelope-II” containing financial bid will not be opened and returned to the bidder unopened.

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Note: Online bidders shall upload scanned copy of eligibility criteria on account of submission of Technical Bid on SDMC e-tendering website and deposit the requisite earnest money in the office of SE(Project) Central before the opening of Technical Bids.

19.2 All the envelopes shall be addressed to:

**Superintending Engineer (Project)Central
South Delhi Municipal Corporation
Under Sewa Nagar Flyover, New Delhi-110024**

19.3 SDMC assumes no responsibility for the misplacement or premature opening of the proposal, if the submission made envelopes are not sealed and marked as mentioned above.

19.4 Proposal Due Date


The time line to be followed is as under.

MANUAL TENDERS on http://mcdonline.gov.in/tri/sdmc_mcdportal/

Date of uploading of Tender/RFP Documents on SDMC website : http://mcdonline.gov.in/tri/sdmc_mcdportal/	20/06/2017
Last Date of Submission of queries	23.06.2017 upto 5.00 PM
Date of Pre-bid meeting	24.06.2017 at 11.00 AM in the office of SE (Project) Central,
Response to queries	28.06.2017
Last Date of submission of Bids	03.07.2017 upto 3.00 PM
Date of Opening for Technical Bids	03.07.2017 at 3.30 PM
Date of Opening for Financial Bids	To be decided later on

E-TENDERS on <http://mcdetenders.com>

Last Date of Download of Tender Document	28.06.2017 upto 2.00 PM
Last Date for Bid Preparation & Hash	30.06.2017 upto 5.00 PM


Ex. Engineer (Pr.)-I CNZ
Shiv Mandir Marg
Jal Vihar, Lajpat Nagar
New Delhi-24

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Submission	
Close for Bidding	30.06.2017 at 05.01 PM to 06.00 PM
Date of Re-encryption of online Bid	30.06.2017 at 06.01 PM to 03.07.2017 upto 3.00 PM
Date of Opening of Technical Bids	03.07.2017 at 3.30 PM
Date of Opening of Financial Bids	To be decided later on

19.5 Late Proposals

Any Proposal received by SDMC after the Proposal Due Date will be returned unopened to the Bidder

19.7 Time of Completion and Time Extension

1. The period of service for Project Management Consultancy Services will be 28 (twenty eight) months from the date of issue of award letter or till the completion of the parking project, whichever is later.
2. If the project construction works need more time for its completion, the period of service for Project Management Consultancy Services shall be extended in proportion to civil contract and nothing extra shall be payable to consultant for the extended period.

D. Bid Opening and Evaluation

20 Tests of Responsiveness

20.1 Prior to evaluation of Proposals, SDMC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if;

- (i) It is received on the Proposal Due Date
- (ii) It contains the information and documents as requested in the RFP.
- (iii) It contains information in formats specified in the RFP
- (iv) It is accompanied by the Earnest Money as set out in Clause 3 of Section
- (v) It is signed, sealed and marked as specified in the RFP.
- (vi) It mentions the validity period as set out in clause-15.
- (vii) It provides the information in reasonable details ("Reasonable Detail" means

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that, but for minor deviations, the information can be reviewed and evaluated by SDMC without communication with the bidder. SDMC reserves the right to determine whether the information has been provided in reasonable detail.

- (viii) There are no inconsistencies between the proposal and the supporting documents.

20.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation is one which:

- (a). Affects in any substantial way, the stipulated scope, quality, or performance of the assignment, or
- (b) Limits in any substantial way, inconsistent with the RFP document, SDMC's rights or the Bidder's obligations under the Contract Agreement, or
- (c) Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

20.3 Notwithstanding anything contained above, SDMC reserves the right to accept or reject any or all submissions received, or to terminate the entire process at any stage without assigning any reason, without any obligation to inform the applicants of the grounds of SDMC's action and without paying any compensation or refund of processing fees. The Bidder hereby declares this acceptable on his submitting this tender.

21 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders would not be disclosed to any person not officially concerned with the process. SDMC would treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. SDMC would not divulge any such information unless ordered to do so by any Government authority that has the power under law to require its disclosure

22 Clarifications by Bidders

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To assist in the process of evaluation of Proposals the Bidder should provide required clarifications. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.

23 Bid Evaluation:

1. The Technical Bid of the Proposal would first be checked for eligibility in terms of the requirements stipulated under clause 2 and 3.
2. The evaluation on the present technical proposal would be qualitative and to the best judgment and SDMC evaluation committee. The marks so assigned by SDMC or evaluation committee would be final and binding on the bidder.
3. The composite score under the technical proposal would be the arithmetic some of the marks assigned to the bidder under each of parameters.
4. The bench marks score to be achieved for technical submission will be decided by the SDMC evaluation committee.
5. In case the Technical Proposal is found fulfilling the above qualification criteria, the financial proposal of all such technically qualified bidders shall be opened.
6. SDMC reserves the right to reject the Proposal of a Bidder without opening the Financial Bid if, in its opinion, the contents of the Technical Proposal do not fulfill the requirements of this RFP.
7. The Financial Bid would be evaluated and ranked on the basis of the quote submitted by the bidders. The bidder who quotes loCentral Financial Bid shall be ranked as L-1 Bidder.


E. Award of Contract

24 Declaration of Successful Bidder

Upon acceptance of the Proposal of the L-1 Bidder, SDMC shall declare the L-1 Bidder as the Successful Bidder.

25 Notification/s

SDMC will notify the L-1 Bidder by e-mail and by a Letter of Acceptance


Ex. Engineer (Pr.)-I CNZ
Shiv Mandir Marg
Jal Vihar, Lajpat Nagar
New Delhi-24

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(LOA) that its Proposal has been accepted

26 SDMC's Right to Accept or Reject Proposal

1. SDMC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without liability or any obligation for such acceptance, rejection or annulment.
2. SDMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
3. SDMC reserves the right to reject any Proposal if at any time:
 - a. A material misrepresentation made at any stage in the bidding process is uncovered;
 - Or
 - b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

27 Letter of Award (LOA) and Execution of Contract Agreement

1. The Successful Bidder shall execute the Contract Agreement within 15 days of the issue of LOA there after the work order shall be issued.
2. The Consultant shall fully mobilize at site within 10 days from the date of issue of the Work Order.

28 Taxes

- a) All taxes, income tax and any other leviable tax (except Service Tax) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the

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consultants which shall not be reimbursed.

- b) The Service tax as applicable shall be reimbursed by SDMC on actual production of receipt of deposit duly authenticated by Chartered Accountant. However, consultant has to mention Service Tax Number in the invoice, and amount of Service Tax should be shown separately in the bill.
- c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only, which shall not be reimbursed by SDMC.

29 Performance Security/Guarantee

- 1) For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day of, or before signing the contract which shall not be later than 15 days from the issue of the Letter of Acceptance, furnish performance security/Guarantee (on the format prescribed by SDMC) from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant. The Bank Guarantee shall remain valid for 6 months after successful completion of the services to SDMC. The Earnest Money shall, however be forfeited in case the Consultant fails to submit the Performance Security in the stipulated period.
- 2) The Bank Guarantee shall be in favour of Commissioner, SDMC payable at New Delhi. The Bank Guarantee should be (in the prescribed format of SDMC as per Section-6) issued from any Nationalized Bank/Scheduled Bank.
- 3) It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 4) The performance security will be discharged by SDMC and returned to the Consultancy firms after 6 months of successful completion of the

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services to SDMC.

- 5) SDMC reserves the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 6) Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to SDMC before the expiry date of the Bank Guarantee originally furnished.

30 Security Deposit

A sum @ 5% of the gross amount of the bill shall be deducted from each running bill as well as final bill of the contractor. Such deductions shall be made unless the contractor has deposited the amount of 5% security after adjusting Earnest Money. This is in addition to the performance guarantee.

The Security Deposit will be discharged by SDMC and returned to the Consultancy firms after 6 months of successful completion of the services.

SDMC reserves the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

31 Evaluation of Proposal:-

31.1 Proposals will be assessed in accordance with good professional practices.

The specific evaluation criteria is given as under:

S.NO	PARAMETER	SCORE
1	Technical Bid	100
1.1	Experience in Providing consultancy or execution of works of similar nature works such during last seven years.	70
1.2	Annual turnover (last three year) &	16
	Solvency	04

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1.3	Approach and Methodology for the Project	10

Financial submission of only those Bidders who achieve the Benchmark Score i.e 60% for their technical proposal would be opened.

20. Evaluation Methodology

20.1 Technical Bid Evaluation (100 marks)

- a. This score shall be based on an assessment of the Technical Submission of the Bidder. The maximum points under this evaluation of Technical Proposal are 100 marks.

	Attributes	Evaluation
(a)	Financial Strength (20 Marks)	
	(i) Average annual 16 marks Turnover. (ii) Solvency Certificate 04 Marks	(i) 60% marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis
(b)	Experience in Similar (70 marks)	
	Class of works	(i) 60% marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis
(c)	Approach and Methodology for the Project (10 Marks)	(i) Understanding of the project (2 marks) (ii) Time schedule programming/critical analysis working out hindrance areas and their mitigation (2 marks) (iii) Innovative Design & Construction Concepts (6 marks)

Note:- To become eligible for short listing the bidder must secure at least fifty percent marks in each and sixty percent marks in aggregate. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it

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SECTION 3

PERSONNEL'S JOB DESCRIPTIONS & QUALIFICATIONS OF THE SUPERVISING TEAM

**Personnel's Job Descriptions & Qualifications of the Supervising Team
(Ref : Clause 9 – Information to Consulting Firm)**

(1) Team Leader cum Structural

Engineer:- Job Description

The Team Leader cum Structural Engineer will remain responsible for supervision and administration of the project. He will be responsible to ensure that the works are administrated properly and that the construction is carried out in accordance with contract documents and to the proper requirements of the client. He will prepare and submit monthly progress reports and certificates of payment. He will review and evaluate with the client about progress, quality, cost and safety of works. He will schedule the duties of his staff according to requirements of construction programme and organize and control effectively all the project supervisory staff for supervision of construction works. He will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract in respect of aforesaid works.

Qualification

He will be atleast civil engineer graduate having more than 10 years or a Diploma Engineer (Civil) having experience more than 20 years. Professional experience in managing high valued building contracts conversant with billing, Supervision, Quality control, construction management encompassing civil, sanitary & plumbing, mechanical and electrical, fire fighting, drainage, roads and other allied works of tower building of similar magnitude. He must have an experience of atleast one similar work experience i.e. automated car parking.

(2) Quantity Surveyor:- Job Description

The Quantity Surveyor will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract. He will verify and confirm supporting data for payment certificates for escalation relating to main project, if any.

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Qualification

He should be a graduate in civil engineering or Diploma Engineer(civil) with relevant experience in the field of estimating, preparation and processing of invoices, analyzing rates, checking survey details etc of the projects. He should have at least 5 years of professional experience for Degree Engineer or 10 years of similar Experience for Diploma Engineer. He should have worked as a quantity surveyor for projects of frame structured commercial/industrial buildings.

(3) Electromechanical Engineer:-

Job Description

The Electromechanical Engineer will remain responsible for all Mechanical and Electrical Planning (MEP) installation, testing and commissioning works as also for Fire Fighting and Fire Safety Works. He will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract in respect of aforesaid works. He will also verify and certify quality of executed works relating to MEP and Fire Fighting.

Qualification

He will be a graduate engineer in electrical/mechanical engineering having atleast 8 years professional experience or diploma Engineer Electrical / Mechanical having atleast 15 years in Planning, supervising, managing the relevant part of the contract, handling the contractors and guiding the Team Leader and the S D M C in all aspects of successful implementation of MEP and Fire Fighting installation in project. He will have to scrutinize and certify measurements and work bills.

(4) Field Engineer (Civil & Electrical):- Job Description

Field Engineer will be responsible for day to day supervision of works taking measurements of works executed and signing joint measurement sheets, checking quality and specification of materials and works, checking layouts and dimensions and assisting all the Senior Engineers of the Project and will be under control of the Team Leader and Electrical Engineer respectively.

Qualification

He shall at least be a diploma engineer in the field of civil/electrical engineering as the case may be. He should be conversant with field survey works as well as framed structured commercial/industrial building construction works taking out field measurements, quality supervision and other allied works.

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Civil engineering diploma holder will have at least 3 years of professional experience being conversant with survey equipments; checking layout of tall building structure, supervision and quality checking of building works, measurement of works executed in respect of similar buildings.

Electrical engineering diploma holder will have at least 3 years of professional experience being conversant with electrical engineering works which will be provided in the building project of this kind. Experience of Fire Fighting, air handling, air conditioning and telecommunication works will be preferred.

SECTION 4 GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. Definitions

- i.** “SDMC” means the South Delhi Municipal Corporation a body formed under the Delhi Municipal Act, 1957 including amendments and includes any other authorities, agencies and instrumentalities functioning under the direction or the control of the South Delhi Municipal Corporation and its administrators, successors and permitted assigns.
- ii.** Engineer –in – charge / “Executive Engineer (Pr)-I/Central Zone” shall mean the person from SDMC, who may appoint his/their authorized representative at site who will be administering the contract, certifying payments, issuing and valuing variations to the contract, awarding extension of time and valuing compensation of events as per the directions of SDMC.
- iii.** “Contract”, “Consultancy Contract”, “Consultancy Contract/Services” means the contract between SDMC and the Consultant consisting of this Contract and the documents listed therein.
- iv.** “Consultant” means the Consultant who may be engaged for Project Management Consultancy work of the project.
- v.** “Department”, “Employer” means SDMC or its authorized representative.

2. Communications between parties, which are referred to in the conditions, are effective only when in writing or by E-mail.

3. **Time of Completion**

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- a. The period of service for Project Management Consultancy Services will be 28 (twenty eight) months from the date of issue of award letter or till the completion of the parking project, whichever is later.
 - b. If the project construction works need more time for its completion, the period of service for Project Management Consultancy Services shall be extended in proportion to civil contract and nothing extra shall be payable to consultant for the extended period.
4. When there is an upward revision of time schedule of the project, the Consultant shall seek extension of time, well in advance from Employer, bringing out reasons seeking such extension. Employer has the sole authority to accord extension of time, with or without compensation in favour of Employer. No extra payment shall be made to the consultant for the extended period, if any.
 5. The rates to be quoted by the consultants will be in percentage of estimate cost of project i.e. Rs. 1110.00 Lacs in INR of tender schedule. And this estimated cost of project will be the basis to arrive the total cost of contract irrespective of quoted/ awarded cost of the project. The tenders shall include all costs to cover what is given in the Scope of Services and shall include elsewhere given in the contract for providing Consultancy Services and shall include all taxes, duties, levies, royalties and other applicable taxes and shall include remuneration for staff, accommodation, transportation, labour, material, equipment, printing of documents, surveys, deliverables etc. and all that is necessary for completion of the contract.
 6. The negotiations shall be held to reach an agreement on all points and sign a contract with the loCentral Consulting firm.

7. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable law.

8. Taxes and Duties

The consultant shall pay their own taxes of all kinds including corporate income taxes and personnel income taxes, duties, fees, levies and other impositions in connection with providing the services under this contract. The Service Tax, as applicable, shall be paid on reimbursement basis.

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9. Effectiveness of contract

This contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice of award of contract to the Consultants.

10. Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties.

11. Liability to the Consultants

The consultants shall be liable to the Client for the performance of the services in accordance with the provisions of this contract and for any loss suffered by the Client as a result of a default of the Consultants in such performance, subject to the following limitations:

- a) The Consultant shall not be liable for any damage or injury caused by or arising out the act, neglect, default or omission of any persons other than the consultants, its sub- consultants or the Personnel of either of them, and
- b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the consultants had no control.

12. Indemnification of the Client by the Consultants

The Consultants shall keep the client, both during and after the term of this contract, fully and effectively indemnified all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including but not limited to, legal fees and expenses, suffered by the client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the consultants or their sub-consultants, or the personnel or agent of either of them, including the use or violation of any copyright work or literacy property or patented invention, article or appliance.

13. Indemnification of the Consultants by the Client

The Client shall keep the Consultants, both during and after the term of this Contract, fully and effectively indemnified all losses, damage, injuries, deaths, expenses, actions, proceedings, costs and claims, including but not limited to,

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legal fees and expenses, suffered by the Consultants or any Third Party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the Client or his employees or agents.

14. Payment to the consultant

- (i) No advance payment shall be made. The Consultants shall be paid stage-wise as a percentage of the contract value as per the schedule given below:

Payment Stages and milestones	Payment in percentage of total awarded consultancy value
1. On submission and acceptance of detailed Architectural drawing including electrical, services drawings etc.	5%
2. Approval of architectural drawings and obtaining NOCs from different Govt. Agencies like CFO, AAI, Electrical Inspector etc. or any other as required.	10%
3. Finalization of design and supply of all the six sets of structural drawings including proof checking from designated 3rd Party Govt. Agency and design calculation at own expenses including submission of detailed project report and preparation of Estimate/BOQ.	10%
4. Tender document submission, Bid evaluation and selection of vendor including preparation of Justification of Rates.	10%
5. On completion of foundation including basements, if any, up to plinth level.	10%
6. On completion of G+1 floor structure of the work.	10%
7. On completion of G+3 floor structure of the work.	10%
8. On completion of G+5 floor structure of the work.	10%
9. On physical completion of the project.	10%
10. On completion and commissioning of project including obtaining necessary clearance from the different agencies like CFO, DUAC, ASI, AAI, DPCB etc. at completion stage, if required.	15%
Total	100%

- (ii) Consultant shall not be eligible for payment for the next stage till the satisfaction of the Employer the work of previous stage.
- (iii) The payment for each stage can be released in part on pro-rata basis at the discretion of the Engineer-in-Charge or his authorized representative.
- (iv) Engineer-in-Charge or his authorized representative can order for reduction/variation in the scope of services which will be paid after suitable

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appropriation/adjustment based on the conversion of tendered rates for the proposed Consultancy Services.

Note :- The actual payment shall be restricted to the 5% to the actual cost of project approved by SDMC or financial bid quoted by the consultant, whichever is less.

15. Sub – Consultant

Consultant may associate sub-consultant with approval of the Employer to enhance their capacities. Responsibility for supervision work will rest with the main consultant.

16. Reporting Requirement

The supervision Consultant shall maintain Daily site Diary recording workmen engaged, plants and machineries deployed, quantities of works executed etc.

The Supervision Consultant will prepare and submit the following reports and estimate in hard and soft copies to the Engineer/Employer on format prepared by the consultant and approved by the Employer as follows:

SL. No.	Particulars	No of hard Copies	No of Soft Copies
1.	Weekly Progress Report	3	NIL
2.	Monthly Progress Report Quarterly	5	2
3.	Progress Report Final Completion	5	2
4.	Report	5	2
5.	Revised estimate at the end of work	5	2

17. Expiration of Contract

Unless terminated earlier pursuant to Clause 20 of GCC hereof, this Contract shall expire when all the services and project have been completed in all respect and all payments have been made at the end of such time period.

18. Force Majeure

18.1. Definition

- (a) For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a party, and which

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makes a Party's 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-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

18.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event 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.

18.3. 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 fulfill its obligations hereunder with a minimum of delay.

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- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

18.4. Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

18.5. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

18.6. Consultation

Not later than thirty (30) days after the Consultants, 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.

19. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail 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

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nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

20. Termination

20.1. By the SDMC

The SDMC may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 20.1 terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 19 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing ;
- (b) if the Consultants become 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 16 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason

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whatsoever, decides to terminate this Contract.

- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (Prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

20.2. By the Consultants

The Consultant may, by not less than thirty (30) days’ written notice to the SDMC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 20.2 , terminate this contract,

- (a) if the SDMC fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 16 hereof within **s i x t y** (60) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;
- (c) if, as the result of force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 16 hereof.

20.3. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 20.1 or 20.2 hereof, the Consultants 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.

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20.4. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 20.1 or 20.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of the Clause GCC 20.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents

21. Fairness and Good Faith

21.1. 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.

21.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 22 hereof.

22. Settlement of Disputes

Except where otherwise provided in the contract all questions and disputes

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relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work 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 :

- 22.1** 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 of carrying out of the work to be unacceptable, he shall promptly within 15 days request the Superintending Engineer or equivalent, in writing for the written instructions or decision. Thereupon, the Superintending Engineer or equivalent, shall give his written instructions or decision within a period of one month from the receipt of the consultant's letter.
- 22.2** If the Superintending Engineer or equivalent 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 or equivalent, the consultant may, within 15 days of receipt of the Superintending Engineer's or equivalent's decision, appeal to the Chief Engineer or equivalent 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 or equivalent shall give his decision within 30 days of receipt of the representation of the consultant failing which matter can be taken with the additional Commissioner Engineering/Commissioner SDMC for final decision
- 23.** The Client (or Employer) may inspect and review the progress of works and may issue appropriate directions to the Consultant / members of the supervision team for taking necessary action. SDMC may also undertake Third Party Audit or otherwise test check the quality and quantity of the

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materials brought to the site for use in the permanent works and may also test check the quantity, quality and workmanship of the work executed as and when required.

24. Conflict of interest

- i. Applicants shall not have a conflict of interest (the “Conflict of Interest”) that affects the RFP Process. Any Applicant found to have a Conflict of Interest will be disqualified. A Applicant may be considered to have a Conflict of Interest that affects the RFP Process, if:
 - ii. Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant (s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
 - iii. A constituent of such Applicant is also a constituent of another Applicant; or
 - iv. Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
 - v. Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
 - vi. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to SDMC in the preparation of any documents, design or technical specifications of the Project.
 - vii. The IoCentral found bidder will not participate in main project tendering directly or indirectly or firm (which should not be in conflict of interest). In this regard an undertaking is to be submitted by the consultant

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Shiv Mandir Marg
Jal Vihar, Lajpat Nagar
New Delhi-24

**Project Management Consultancy Services for construction of Automated Multilevel
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**SECTION 5
FINANCIAL
PROPOSAL**

Section 5: Financial Proposal

**Name of work:- Project Management Consultancy Services for construction of
Automated Multilevel Car Parking at Defence Colony Market in
Central Zone.**

Sl. No.	Description	Amount(Rs.) in figure	Amount(Rs.) in words
1	Project Management Consultancy charges for providing complete “Project Management Consultancy Services for construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone” (Excluding Service	Rate to be quoted by the bidder	Rate to be quoted by the bidder

Note:-

- 1. The quoted price inclusive of all applicable taxes excluding Service Tax, which shall be reimbursed as applicable*
- 2. The rates to be quoted both in figures and words*
- 3. The rates mentioned in words shall be considered in case of any difference*

**Project Management Consultancy Services for construction of Automated Multilevel
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SECTION 6 FORMS

SECTION 6A FORM OF TECHNICAL PROPOSAL

SECTION 6B FORM OF FINANCIAL PROPOSAL

SECTION 6C FORM OF AGREEMENT

**SECTION 6D FORM OF BANK GUARANTEE FOR PERFORMANCE
SECURITY**

SECTION 6E FORM OF UNDERTAKING FOR NOT BLACKLISTED

SECTION 6F FORM OF INTEGRITY PACT

**SECTION 6G FORM OF POWER OF ATTORNEY FOR SIGNING OF
PROPOSAL**

**Project Management Consultancy Services for construction of Automated Multilevel
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SECTION 6A

**FORM OF TECHNICAL
PROPOSAL**

From: (On the letter head of the company by the authorized signatory having power of attorney)

To
**Executive Engineer
Project-I/Central Zone,
South Delhi Municipal Corporation**

Sub: **Project Management Consultancy Services for construction of Automated
Multilevel Car Parking at Defence Colony Market in Central Zone**


Sir,

This has reference to above referred tender. I/We are pleased to submit our proposal for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

1. I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
2. I/We have viewed and read the terms and conditions of bid document carefully. I/We have uploaded the scan copy of the following documents forming part of the tender document:
 - a) Demand Draft or Banker Cheque of any Scheduled Bank or BG of Equivalent amount against EARNEST MONEY.
 - b) Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Document Fee/Tender cost.
 - c) Form of technical proposal as per Section 6-A.
 - d) Power of Attorney as per Section 6G.
 - e) Integrity pact as per Section 6F.
 - f) Experience Certificate as per clause 3.1 and 3.2
 - g) Undertaking for not Black listed as per Section 6-E

Yours faithfully,

(Signature of the tenderer)
With rubber stamp


Ex. Engineer (Pr.)-I CNZ
Shiv Mandir Marg
Jai Vihar, Lajpat Nagar
New Delhi-24

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Dated: _____

SECTION 6B

FORM OF FINANCIAL PROPOSAL

Project Management Consultancy Services for construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone


To

Executive Engineer
Project-I/Central Zone
South Delhi Municipal Corporation

Sir,

1. In accordance with the Conditions of Contract and Specifications furnished by SDMC and Addenda for execution of the above named works, we the undersigned offer to provide the Project Management Consultancy Services for the work of **construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone** for the amount quoted by us in the uploaded Financial Proposal in accordance with the conditions of the bid document.
2. We undertake, if our Bid is accepted, to commence the Works as soon as possible after the receipt of the notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Bid.
3. We agree to abide by this Bid for 5 months and it shall remain binding upon us and may be accepted at any time before the expiration of that date.
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

Contd...


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New Delhi-24

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5. We understand that you are not bound to accept the loCentral or any bid you may receive.

Dated this day of, 2017

Signature..... in the capacity of
.....duly authorized to sign bids for and on behalf of
..... (in
block letters or typed)

Address:
.....

Witness:

Address:
.....
.....

Occupation:

Project Management Consultancy Services for construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone

SECTION 6C

FORM OF AGREEMENT

Name of Work: Project Management Consultancy Services for construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone

This CONTRACT (hereinafter called the “Contract”) is made the ___day of the month of ___ 2017 between, on the one hand, SDMC. (hereinafter called the “Client”) and, on the other hand, ___called the “Consultants”) (hereinafter)

WHEREAS

- (A) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- (B) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The Agreement
- b) Letter of Acceptance
- c) Addenda to the RFP Document, if any
- d) Form of Bid duly filled up
- e) Information to consultancy firm
- f) Personnel’s Job Descriptions and Qualifications of the Supervising Team
- g) The General Conditions of Contract
- h) Financial Offer containing Billing Schedule and Provisional Unit Rate.
- i) Undertaking for not Blacklisted
- j) Drawings
- k) Notice Inviting Request For Proposal
- l) Other Documents as agreed upon

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract, and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF
SDMC**

**FOR AND ON BEHALF OF
CONSULTANT**

By _____ By _____

Authorized Representative


Authorized Representative

Witness 1:


Witness 1 :

Witness 2:

Witness 2:


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Jal Vihar, Lajpat Nagar
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**SECTION 6D
FORM OF BANK GUARANTEE FOR PERFORMANCE
SECURITY**

1. In consideration of the South Delhi Municipal Corporation (hereinafter called “SDMC”) having offered to accept the terms & condition of the proposed agreement between _____ [hereinafter called “the said Consultant”] for the work of **Project Management Consultancy Services for construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone** (hereinafter called “the said Agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rs. _____ only) as security /guarantee from the Consultant for compliance of his obligations in accordance with the terms & conditions in the said agreement. We, _____ (indicate the name of the Bank) (hereinafter referred to as ‘The Bank’) hereby undertake to the pay to the SDMC an amount not exceeding Rs. _____ (Rs _____ only) on demand by the SDMC.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SDMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs _____ only).
3. We, the said bank further undertake to pay to the SDMC any money so demanded not withstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the SDMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the SDMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank) further agree with the SDMC that the SDMC shall have the fullest liberty without our consent and without affecting in


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any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the SDMC against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance act or omission on the part of the SDMC or any indulgence by the SDMC to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

- 7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the SDMC in writing.

- 8. This guarantee shall be valid up to _____ unless extended on demand by SDMC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (indicate the name of Bank).

DATE.....

.....

..... (SIGNATURE OF THE BANK)

WITNESS

.....

.....


(BANK SEAL)

.....

..... (Signature, Name and Address)


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SECTION 6E

UNDERTAKING FOR NOT BLACKLISTED

(On Rs. 100 Stamp Paper duly attested by public Notary)

We do hereby undertake that we have not been blacklisted or debarred by any central/state government department or public sector undertaking or SDMC/EDMC/NDMC and also that none of our work was rescinded by the client during last 5 years and never we were termed Non-Performer by Client due to unsatisfactory performance.

.....
STAMP & SIGNATURE OF AUTHORIZED SIGNATORY


Ex. Engineer (Pr.)-I CNZ
Shiv Mandir Marg,
Jal Vihar, Lajpat Nagar
New Delhi-24

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SECTION 6F

INTEGRITY PACT

BETWEEN

SOUTH DELHI MUNICIPAL CORPORATION (SDMC) hereinafter referred to as "**The Principal**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as "**The Bidder/ Consultant** " (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (**Name of the contract**) (**hereinafter referred to as the 'Project'**). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Consultant /Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Consultant
 - c) /Bidder(s), confidential/additional information through which the Consultant /Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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- (2) The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.
- (3) If the Principal obtains information on the conduct of any of its employees, Consultant(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and **subject to its discretion**, can **additionally** initiate disciplinary actions.
- (4) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project**.
- (5) The Principal will disqualify from the tender process all Consultant(s)/Bidder(s) in the range of Rs.50 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Bidder(s) / Consultant(s)

- (1) The Bidder(s) / Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/ Consultant(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/

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Consultant(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".

- (e) The Bidder(s)/ Consultant(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/ or exclusion from future contracts.

- (1) If the Bidder(s)/ Consultant(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Consultant(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.
- (2) If the Consultant(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Consultant(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

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Section 4: Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s)/ Consultant(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EARNEST MONEY)/Earnest Money furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/ Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the Consultant(s), if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Consultant(s)/Bidder(s) be in addition to the Bidder(s)/ Consultant(s), as terms of Section 3 *above*. understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

Section 5: Previous transgression

- (1) The Bidder(s)/ Consultant(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/ Consultant(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/ Consultant(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, SDMC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of


Ex. Engineer (Pr.)-I CNZ
Shiv Mandir Marg
Jai Vihar, Lajpat Nagar
New Delhi-24

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the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, SDMC.

- (4) The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s) / Consultant(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the MD, SDMC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, SDMC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, SDMC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, SDMC / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7 Criminal Contractor(s)/charges against violating Bidder(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Consultant(s) or any employee or a representative or an associate of a Bidder/ Consultant(s), which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, SDMC/MD.

Section 8 - Duration of the Integrity Pact

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This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant(s), 3 (three) months after the last payment under the

Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD of SDMC.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/ Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/ Consultant(s) is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)
Consultant(s)) (Office Seal)

(For & On behalf of Bidder/
(Office Seal)

Place _ Date _

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)


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SECTION 6G

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Rs. 100 Stamp paper duly attested by Public Notary)

POWER OF ATTORNEY

Know all men by these presents, We ___(name and address of the registered office) 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 on our behalf, all such acts, deeds and things necessary in connection with or incidental to the work of **Project Management Consultancy Services for construction of Automated Multilevel Car Parking at Defence Colony Market in Central Zone** including signing and submission of all documents and providing information/ responses to SDMC in all matters in connection with our Proposal. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the __day of ___2017

For _____

(Name, Designation and Address)

Accepted

Signature) (Name, Title and

Address of the Attorney)

Date : _____

Note:

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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 when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Proposal is signed by an authorized Director / Partner of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority maybe enclosed in lieu of the Power of Attorney.
4. In case of partnership firm : name and address of principal office of the partnership firm to be provided.
5. The POA must be executed in the name of person whose Digital Signature has been used for uploading the Technical and Financial Proposal.