

SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (PROJECT-II) WEST ZONE
UNDER DABRI FLYOVER (FROM SPAN NO.3 TO 5), JANAKPURI DELHI-58
NIT No. EE(Project-II)WZ/TC/2017-18/28 **Dated : 08.03.2018**

NOTICE INVITING RFP

Executive Engineer (Project-II) West Zone on behalf of Commissioner, SDMC invites bids on Two Envelope System from eligible consultants/agencies registered in any government department or non-registered reputed firms having experience of similar project for preparation of parking demand assessment study/traffic impact assessment study, evaluation of parking technology solutions/options, real estates and market assessment study, financial feasibility analysis, project viability on PPP basis, preparation of RFQ, RFP & Draft concession agreement, bid process management including technical & financial evaluation of proposals submitted by bidders and finalization of successful bidder etc. in sealed cover upto 3.00 PM on 02.04.2018 for the following work:

1	Name of work	Providing Consultancy Services for Development of Automated Multilevel Car Parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community centre (Janak Cinema Complex) in West Zone, SDMC
2	Estimated Cost of Consultancy Work	Rs.43,05,000/-
3	Earnest Money	Rs.86,000/-
4	Time of Completion	15 Months (for further details refer to RFP)
5	Tender Cost	Rs. 1,500/- (Non-refundable) in the shape of DD in favour of Commissioner, SDMC with 2 Months Validity at the time of submission.
6	Validity of Rates	5 Months
7	Head of Account	K-154-3018
8	Tenders can be had	Office of EE (Project-II) West Zone, SDMC, Under Dabri Flyover, Pankha Road, New Delhi or can be downloaded from the website: http://mcdonline.gov.in
9	Tenders Submission	Office of EE (Project-II) West Zone, SDMC, Under Dabri Flyover, Pankha Road, New Delhi

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/	12.03.2018
Last Date of Submission of queries	19.03.2018 upto 5.00 PM
Date of Pre-bid meeting	22.03.2018 at 03.00 PM in the office of EE (Project-II) West Zone,
Response to queries	26.03.2018
Last Date of submission of Bids	02.04.2018 upto 3.00 PM
Date of Opening for Technical Bids	02.04.2018 at 3.30 PM
Date of Opening for Financial Bids	To be decided later on

The MCD Registered consultants having suitable experience may submit their bids online as per following e-tendering schedule on <http://mcdetenders.com:->

Last Date of Download of Tender Document	28.03.2018 upto 2.00 PM
Last Date for Bid Preparation & Hash Submission	28.03.2018 upto 5.00 PM
Close for Bidding	28.03.2018 at 05.01 PM to 06.00 PM
Date of Re-encryption of online Bid	28.03.2018 at 06.01 PM to 02.04.2018 upto 3.00 PM


K. KANNAN
 Ex. Engineer (Proj-II) WZ

Date of Opening of Technical Bids	02.04.2018 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 Rs.21.50 lakh during the immediate last 3 consecutive financial years. Only audited report/statement of the participants will be considered. The loss shall not be more than two consecutive years during last five years.

b) **Solvency:-**

The consultant will give solvency certificate for an amount of Rs. 17.20 Lakh (40% of the estimated cost of the consultancy work). Chartered Accountant/Statutory Auditor Certificate shall be submitted as documentary evidence.

c) **Performance Guarantee :-**

5% of the contractual amount in the shape of Bank Guarantee to be furnished within 15 days of issuance of LOA.

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

Experience of having successfully provided consultancy services with similar scope of works during the last 10 years ending December 2017 with some Central Government Department/State Government Department/Central Autonomous Body/Public Sector undertaking.

Consultancy services for projects costing more than Rs.27.00 crores for three similar works.

Or

Consultancy services for projects costing more than Rs.40.00 crores for two similar works

Or

Consultancy services for projects costing more than Rs.53.00 crores for one similar work

Attested copies of certificate for satisfactory completion of consultancy works issued by an officer not below the rank of Executive Engineer, to be attached. (Similar scope of work shall inter-alia include the parking demand assessment study, traffic impact assessment study, evaluation of parking technology solutions/options, real estates and market assessment study, financial feasibility analysis, project viability on PPP basis, preparation of RFQ, RFP & Draft concession agreement, bid process management including technical & financial evaluation of proposals submitted by bidders and finalization of successful bidder etc.)

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 bid only in another sealed cover. Both the envelopes I & II must be placed in main sealed envelope.

For any query contact 011-25554096, 9717788265.

For any change in schedule/corrigendum please refer to SDMC website

http://mcdonline.gov.in/tri/sdmc_mcdportal/ and <http://mcdetenders.com>

Executive Engineer (Project-II)WZ


K. KANNAN
Ex. Engineer (Proj-II) WZ

**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER
PROJECT-II/ WEST ZONE, UNDER DABRI FLYOVER (From Span No. 3 to 5),
PANKHA ROAD, DELHI-58**

No.

Date:

M/s _____

BID DOCUMENT FOR Providing Consultancy Services for Development of Automated Multilevel Car parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community Centre (Janak Cinema Complex) in West Zone, SDMC.

Dear Sir (s),

1. Bid documents for the above-mentioned work are forwarded herewith. The completed bid will be received in the office upto 15:00 hrs on __/__/2018 and shall be opened on the same day at 15:30hrs in the presence of bidders, who choose to be present.
2. You are required to submit bid along with Earnest Money, failing which your bid will be summarily rejected.
3. The amount of the Performance Guarantee for the work, in case the bid is accepted, shall be 5% of the contract sum, which shall be submitted in the form of Bank Guarantee from nationalized/ scheduled Indian Banks.
4. Bid documents forwarded are complete in all respects. Should any bidder need any clarifications on bid documents, they may seek such clarifications from this office.
5. The SOUTH DMC reserves the right to accept or reject any Bid without assigning any reason including the lowest and/or to annul the bidding process and/or reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Employer's action.

EXECUTIVE ENGINEER PROJECT-II
(WEST ZONE)
FOR ACCEPTING OFFICER

Encl.: Bid Documents

Signature of the Consultant:


K. KANNAN
Ex. Engineer (Proj-II) WZ

INSTRUCTIONS TO BIDDERS

Name of Work: Providing Consultancy Services for Development of Automated Multilevel Car parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community Centre (Janak Cinema Complex) in West Zone, SDMC.

The proposal shall be submitted in the following manner:

Envelope- A	Eligibility documents
Envelope- B	Financial Bid

Envelope A shall contain the following documents:

- a) **The experience certificate in respect to the similar works**
- b) **Earnest money**
- c) **Tender cost, if downloaded**
- d) **Tender documents duly signed by applicant**

The envelope A shall be marked “Eligibility documents” only

The tenders not accompanied by Earnest Money in prescribed form shall be summarily rejected.

Envelope B shall contain “**financial bid**” only in the prescribed format – I in another sealed cover marked “**Envelope-B**”. The bidders shall quote the rates of each item in ‘Format-I’ enclosed with the tender document. The rates shall be quoted in figures as well as in words and shall be protected with transparent tape, failing which the bid shall be summarily rejected.

Both the envelopes ‘A & B’ shall be placed in a main sealed envelope. All the envelopes i.e. “A”&“B” and main envelope’ shall bear ‘**Tender for Providing Consultancy Services for Development of Automated Multilevel Car parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community Centre (Janak Cinema Complex) in West Zone, SDMC.**

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

**EXECUTIVE ENGINEER PROJECT-II/
WEST ZONE, SOUTH DELHI MUNICIPAL CORPORATION
UNDER DABRI FLYOVER,
PANKHA ROAD, DELHI-58**

The “**Envelope –A**” 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-B**” containing financial bid will not be opened and returned to the bidder unopened.

GENERAL GUIDELINES

1. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in SOUTH DMC. The department reserves the right to verify the particulars furnished by the applicant independently.
2. Consultants are advised to familiarize themselves of local and site conditions and take those into account while submitting tender.
3. In case the consultant/ applicant has made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document, he shall be liable to be debarred from tendering/ taking up of work in SOUTH DMC even after award of work.
4. If the consultants / applicant records of poor performance such as abandoning work, not properly completing the contract, or financial unsoundness etc., he shall be liable to be debarred from tendering/ taking up of work in SOUTH DMC.
5. The South DMC will have the right to delete, substitute or add consultancy services at any stage in the scope of work and no claim on this account will be entertained.
6. The South DMC reserves the right to reject any or all tenders without assigning any reasons and conditional tenders shall be summarily rejected.
7. The tender must be prepared in indelible ink and must be signed properly. The consultant shall have to quote fee on percentage basis of estimate approved project cost at the place provided in the tender document in figures as well as in words.
8. At any time before the submission of tenders, the South DMC may, for any reason, whether at its own initiative or in response to a clarification sought by the consultant modify the tender document by amendment which shall be sent to all the consultants who have purchased the tender document. The South DMC may at its discretion to extend the deadline for the submission of proposals.
9. In case the rate quoted in figures and words differ, the rate quoted in words will be considered for evaluation.
10. The earnest money of tenderer shall be forfeited if the consultant whose tender is accepted fails to furnish the Performance Guarantee within the prescribed period and/or fails to sign the agreement and/or withdraws the consultancy work prior to completion of work.
11. The consultant shall furnish within 15 days of the issue of Letter of Acceptance, an irrevocable Bank Guarantee from the Schedule Bank for an amount equivalent to 5% of consultancy cost (i.e. contractual amount) towards Performance Guarantee valid for a period of three months beyond the initial stipulated date of completion of services. In case of delay in completion of Consultancy Services the Performance Guarantee shall be extended suitably by the Consultant.
12. The South DMC shall consider release of this Performance Guarantee after 3 months of successful completion of work after appropriating liquidated damages, if any.

SPECIAL CONDITIONS OF THE CONTRACT

The General Conditions of contract and these Special Conditions are to be taken as mutually explanatory of one another. However, in case of difference between the two the Special Conditions shall supersede the General Conditions.

1. Definitions

- i. "South DMC" means the South Delhi Municipal Corporation, a body formed under the Delhi Municipal Act, 1957 including amendments upto date 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)-II/West Zone" shall mean the person from South DMC, 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 South DMC.
 - iii. "Contract", "Consultancy Contract", "Consultancy Contract/Services" means the contract between South DMC and the Consultant consisting of this Contract and the documents listed therein.
 - iv. "Services" means activities pertaining to providing 'Project Management Consultancy' including deliverables.
 - v. "Consultant" means the Consultant who may be engaged for consultancy work of the project.
 - vi. "Department" /"Employer" means South DMC 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. The time of completion of Consultancy Services shall be 15 MONTHS to be reckoned from 10th day from award of contract or as extended by the department.
 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.
 5. The rates are to be quoted by the consultants in Format-I. 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. Time Schedule

S.No.	Description	Time allowed (from stipulated Date of Start)
1.	Topographical survey, Parking Demand Study and feasibility study for taking up of work	15 Days
2.	Soil Investigation including Geotechnical Report	1 months
3.	Financial feasibility analysis & Business Plan	2 months
4.	Submission of RFP document & draft concession agreement	3 months
5.	Bid Process Management & Evaluation of Bid and selection of preferred bidder	5 months
6.	Signing of Concession Agreement with successful bidder	8 months

7. Payment Schedule

The Consultants shall be paid stage-wise as a percentage of the contract value as per the schedule given below:

S.No.	Description	Payment
1.	On completion of Phase-I as per Scope of Services	40%
2.	On completion of Phase-II as per Scope of Services	60%
	i. Submission of RFP document & draft concession agreement	15%
	ii. On submission of Technical Evaluation Report and its approval	15%
	iii. On submission of Financial Evaluation Report and its approval	20%
	iv. Signing of Concession Agreement	10%

8. Engineer-in-charge can order for reduction /variation in the Scope of Services which will be paid after suitable appropriation/adjustment based on the conversion of tendered rates for the proposed Consultancy Services.

9. The Consultant on demand from the Employer shall replace its or Subcontractor's employee from the Site/work.

10. The Consultants are responsible for all acts and omissions of persons engaged by the Consultants whether or not in the course of performing the Services and for the health, safety and security of such persons and their property and the Consultant shall indemnify South DMC in respect of any claim (including legal costs incurred by South DMC in defending such claim) made against South DMC.
11. No subcontracting shall be made without the prior written approval of the Employer and the Consultant shall be responsible or liable for the work of Sub consultant and their employees.
12. The South DMC may, by written notice of suspension to the Consultant, suspend all payment of the Consultant hereunder if Consultant fails to perform any of their obligation under this contract, including the carrying out of the Services, provided that such notice of suspension shall specify the nature of the failure and shall after a direction to the Consultant to remedy such failure within a period not exceeding ten (10) days after receipt by the Consultant of such notice of suspension.
13. The Consultant shall be responsible for accuracy of the data collected directly or procured from other agencies/authorities.
14. Except anything said elsewhere in the contract, the Consultant shall be solely responsible for all risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of its performance of the Contract.
15. The consultant shall not be held responsible for risk arising out of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.
16. Both the parties shall be liable for and indemnify the other Party against losses, expenses and claims for loss or damage to physical property personal injury, and death caused by his own acts or omissions.
17. Notwithstanding anything said elsewhere in the contract, the Consultant shall be solely responsible for and shall indemnify and hold harmless the Employer from and against all claims, liabilities and costs of action in respect of injury to or death of any person in the employment of the Consultant or any of its Subcontractors.
18. The South DMC may claim against the securities if any in case the Consultant is in breach of the Contract and the South DMC has brought to the notice of the Consultant of such act.
19. The Consultant hereby shall maintain secrecy and confidentiality of the information/documents received by them and knowledge acquired by them from SOUTH DMC, in the course of performance of the Services. This obligation shall not apply to information in the public domain, already known/deemed to be known to the public or information acquired from a third party or information required to be disclosed to a court or government agency or pursuant to any statute. The Consultant shall wherever possible,

inform South DMC before submission of any information to a court or government agency pursuant to such statutory obligation.

20. The Consultant and South DMC hereby agree and undertake to treat all correspondence exchanged between the Consultant and South DMC with regard to the Services as confidential and privileged, unless otherwise agreed to by the Parties.
21. In case of any dispute between consultant and employer, the Commissioner (South DMC decision will be the final & binding to the consultant.
22. The Courts at Delhi only shall have jurisdiction over all matters/disputes arising out of or relating to this agreement between Consultant and South DMC.

23. Liquidated Damages And Penalties

22.1 Performance Security

22.1.1 The Employer shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of contractual amount, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 22.2 herein. The balance remaining out of the Performance Security, if any, shall be returned to the Consultant at the end of 3 (three) months after successful completion of work.

22.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 22.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annexure – I of this Agreement within 15 days of issue of letter of award.

22.2 Liquidated Damages

22.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages.

22.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

2.2.3 Encashment and appropriation of Performance Security

The Employer shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 22.2.

22.3 Penalty for deficiency in Services

22.3.1 In addition to the liquidated damages not amounting to penalty, as specified in Clause 22.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Employer, other penal action including debarring for a specified period may also be initiated as per policy of the Employer.

22.3.2 The following activities shall attract penalties which shall be deducted from the monthly bill for consultancy services and decision of Superintending Engineer, South DMC shall be final and binding in this regard:

S.No.	Activities	Penalty
1	Report/document Submission	If there is any delay in submission of report/document, 1% of contract value for such delay
2	Abstaining from attending meetings, presentations etc.	The consultant or its qualified representative/s will be required to attend meetings with various stakeholders/Evaluation Committee meetings/Presentations as and when required. If the consultant or its qualified representative/s fail to attend the meetings or presentations, a penalty of Rs. 10,000/- shall be imposed for each of such instance.
3	Change of Manpower	If there is any change in key personnel more than one time after confirmation, the NDMC will impose a penalty upto Rs 10,000/-(Rupees Ten Thousand Only) on each change.

SIGNATURE OF CONSULTANT


K. KANNAN
Ex. Engineer (Proj-II) WZ

SCOPE OF CONSULTANCY SERVICES

Name of Work: Providing Consultancy Services for Development of Automated Multilevel Car parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community Centre (Janak Cinema) in West Zone, SDMC.

South DMC intends to develop multilevel fully automated / multilevel parking specifically through Public Private Participation (PPP) with the objective of aiding the overall infrastructure development of the city in accordance with clause 12.13.7 of MPD-2021.

The consultant shall be required to undertake a consultative and participative role and shall coordinate with all the stakeholders for successful implementation of the project. Broadly the scope of services has been divided into following three parts:

Phase 1: Preparation of Business Plan for Optimum Parking Solution (OPS)

Phase 2: Bid Documentation & Bid Process Management

Phase 1: Preparation of Business Plan for Optimum Parking Solution (OPS)

The scope shall include the recommendation of multi level parking project considering an optimum parking solution that is based on an appropriate site specific technology. For this purpose, first of all the consultant shall study the feasibility of construction of parking with respect to its location, topography, access and parking demand.

The consultant shall prepare a detailed Business Plan for the Project which shall take into account the Optimum Parking Solution evolved from the analysis of the sitespecific opportunities and constraints, besides a real estate and market assessment to estimate the revenue potential of the Project. This study shall also highlight the appropriate project structuring and development strategy and operation & maintenance strategy, based on the financial model.

The components of the study are described in detail below.

1.1 Topographical Survey

The consultant shall carry out detailed engineering topographical survey of the proposed parking site including surrounding roads, picking up the details of all features of the country and reduced levels thereof.

1.2 Parking Demand Assessment Study

The consultant shall undertake a parking demand assessment to establish the need for the project and estimate the parking demand for the selected horizon period based on the primary vehicle count survey.

1.3 Traffic Impact Assessment Study

The consultant shall carry out a detailed traffic impact assessment for the proposed project. The outcome of the study may recommend appropriate diversion plan or traffic management strategy or other suitable suggestions which would enable free flow of traffic in and around the Project Site during the construction and operations phase.

1.4 Soil Investigation Study

A soil investigation study shall be undertaken to assess the soil condition at the Project Site. Based on the results of the soil bearing capacity and water table the consultant shall propose appropriate number of underground floors that can be suitably constructed for parking.

1.5 Evaluation of Parking Technology Solution/Option

The consultant shall evaluate the technological options available in the market for development of multi level parking. Based on the outcome of the study an appropriate site specific technology shall be selected that will optimize the desired parking capacity. This is important since the operations methodology and life cycle cost of each technology might affect the financial viability of the Project.

1.6 Real Estate and Market Assessment Study

Based on the Master Plan for Delhi and other guidelines related to the Project, the consultant shall recommend an appropriate solution to maximize the revenue stream from the real estate component. Further, real estate components that can be developed and have substantial revenue potentials will also be estimated based on the market assessment study, since this would be critical to determine the project viability.

1.6 Financial Feasibility Analysis

Based on the estimate of investments required, business potential of the Project and other revenues likely to be accrued, the consultant shall assess the financial viability of the Project. The analysis shall be helpful in assessing the options of revenue sharing as well as risk sharing mechanisms amongst the stakeholders that will further help in preparing the project structuring options.

1.7 Project Structuring and Development Strategy

The consultant shall study alternate project structures to recommend the preferred implementation structure based on the aforesaid viability analysis. A suitable implementation model for the Project based on PPP structure will be prepared by determining the specifics such as concession period and revenue sharing mechanism. Inputs on roles of the stakeholders during the project execution and operations phase as well as the revenue sharing arrangement will also be provided. Based on the project structure, bid parameters will be set for the preparation of the bid documents.

Phase 2: Bid Documentation & Bid Process Management

A two stage open competitive bidding process shall be used for the selection of the preferred bidder. The role of consultant shall include development of qualification and evaluation criteria, preparation of bid documents (for qualification, formats for technical and financial proposal, draft Concession Agreement), evaluation of the bids received (qualification and proposal) and recommendation of the preferred bidder. In this regard, the consultant shall be required to adhere to 'Planning Commission Guidelines' for PPP projects or any other guidelines and / or 'Model Concession Agreement for similar projects on PPP basis.

2.1 Preparation of Request for Proposal Document

The consultant shall prepare the Request for Proposal (RFP) Document for the purpose of inviting proposals from the intended bidders. This shall include Qualification Document for the purpose of inviting proposals from potential bidders. Objective quantitative qualification criteria shall be prepared and used to short-list potential bidders on the basis of their financial soundness, capability profile in terms of their knowledge and experience. The document shall also lay down the process for selection of the preferred bidder and submission of proposals.

2.2 Preparation of Project Information Memorandum to be enclosed with the RFP Document

The consultant shall collate necessary information to prepare the Project Information Memorandum (PIM) for the Project. It will outline the scale and nature of development; enlist clearances and approvals required for the purpose and provide the technical and service level requirements anticipated from the project.

2.3 Preparation of Draft Concession Agreement

A 'Model Draft Concession Agreement' already approved by South DMC for similar projects will be provided to the consultant. The consultant shall be required to prepare the 'Draft Concession Agreement' incorporating site specific amendments. The Draft Concession Agreement, which will be signed with the successful bidder, shall form the part of the tender document.

The RFP document and Draft Concession Agreement shall be approved by the concerned departments of South Delhi Municipal Corporation. Any modifications / suggestions met out during the discussions with various stakeholders shall be incorporated by the consultant.

2.4 Marketing Support

In order to generate adequate response from the market, the Project will require well-directed and intensive marketing efforts. To achieve this, the consultant shall provide marketing support for the project by directly approaching potential investors through direct mailers, telephone discussions and investor meets.

2.5 Evaluation of Qualification Submissions of Bidders

The Qualification Submissions received from potential bidders will be evaluated by the consultant in active consultation with the Client to short-list the bidder for the Project.

2.6 Evaluation of Proposals Submitted by the Short –listed Bidders

The consultant shall carry out the technical & financial evaluation of proposals received from the bidders based on the evaluation criteria indicated in the RFP Document and submit an evaluation report to the Client, indicating the preferred bidder for the Project. The consultant shall be required to attend the meetings at the discretion of the department and assist in getting the evaluation report vetted from third party, if required by the department.

2.7 Finalization of Successful Bidder and Signing of Agreement

As part of the services, the consultant will assist the Client in preparation of the final agreement to be signed with the preferred bidder.

Signature of consultant



K. KANNAN
Ex. Engineer (Proj-II) WZ

Name of Work: Providing Consultancy Services for Development of Automated Multilevel Car parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community Centre (Janak Cinema) in West Zone, SDMC.

TENDER

I/We have read and examined all the contents of tender documents and hereby tender for **Providing Consultancy Services for Development of Automated Multilevel Car parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community Centre (Janak Cinema Complex) in West Zone, SDMC** specified by the Commissioner, SOUTH DMC within the time specified and undertake that if our tender is accepted we shall commence the work within 10 days from the issue of Letter of Award of Work at the rate submitted in the Price Schedule and in accordance in all respect with specifications, designs, drawings and instructions in accordance with conditions so far as applicable I/We agree to keep the tender open for acceptance for a period of 150 day from the date fixed for opening of tender. I/We agree that until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Dated this _____

SEAL OF COMPANY.....

Signature of consultant

Witness



K. KANNAN
Ec. Engineer (Proj-II) WZ

FORMAT – I

PRICE SCHEDULE

Name of Work: Providing Consultancy Services for Development of Automated Multilevel Car parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community Centre (Janak Cinema Complex) in West Zone, SDMC.

<u>S. No.</u>	<u>Item</u>	<u>Qty.</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
1.	Providing Consultancy services for Development of Automated Multilevel Car parking facility and Commercial Complex on PPP Model at Janakpuri C-Block Community Centre (Janak Cinema Complex) in West Zone, SDMC s per scope of consultancy services given in the tender document. Phase 1: Preparation of Business Plan for Optimum Parking Solution (OPS) Phase 2: Bid Documentation & Bid Process Management	1 job		Per job	

Signature of consultant

Name of Authorized Signatory:

Designation:

Name of Firm:

Date:

**Bank Guarantee for Performance Security
(Refer Clause 22.1.2)**

To
The Commissioner, South Delhi Municipal Corporation
Acting through
EXECUTIVE ENGINEER PROJECT-II/
WEST ZONE, SOUTH DELHI MUNICIPAL CORPORATION
UNDER DABRI FLYOVER,
PANKHA ROAD, DELHI-58

In consideration of Executive Engineer (Proj)-II/West Zone acting on behalf of the Commissioner, South DMC (hereinafter referred as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Employer’s Agreement no. Dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) Consultancy Services for [*****], and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Employer for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Employer an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

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 Employer stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. 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. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the Employer any money so demanded notwithstanding 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 thereunder 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 Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Employer 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. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in 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 Employer 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 Employer or any indulgence by the Employer to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the 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(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

(Signature, name and designation of the authorised signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

