



NORTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)-III/ROHINI ZONE
3RD FLOOR, SUB-ZONAL OFFICE BUILDING
SEC-17,ROHINI, DELHI – 110085

NIT No.: EE (Pr-III)/RZ/TC/2013-14/12

Date: 06/01/2014

NOTICE INVITING TENDER

The Executive Engineer (Project-III) Rohini Zone on behalf of North Delhi Municipal Corporation invites the bids on item rates basis from the eligible consultant /firms/ companies registered in any government department or non- registered reputed firms in two envelope system in sealed cover up to 3.00 PM on 24/01/2014 for the under mentioned works:

Name of work	Providing consultancy services for development of multilevel car parking at Rani Bagh.
1 Cost of tender	Rs. 1000/- (DD/Pay Order in favour of "Commissioner, North Delhi Municipal Corporation" payable at Delhi)
2 Earnest Money	Rs. 49,600/-
3 Time of completion	15 months
4 Rate hold good for	5 months
5 Sale of tender	From 06/01/2014 to 20/01/2014 between 11.00 am to 2.00 pm on working days
6 Tenders can be had from	EXECUTIVE ENGINEER PROJECT-III/ ROHINI ZONE, NORTH DELHI MUNICIPAL CORPORATION 3 rd Floor, SUB-ZONAL OFFICE BUILDING,SEC-17, ROHINI NEW DELHI-110085
7 Date of submission of tender	24/01/2014 upto 3:00 p.m.
8 Place of submission of tender	EXECUTIVE ENGINEER PROJECT-III/ ROHINI ZONE, NORTH DELHI MUNICIPAL CORPORATION 3 rd Floor, SUB-ZONAL OFFICE BUILDING,SEC-17, ROHINI NEW DELHI-110085
9 Date of opening of tender	24/01/2014 at 4:00 pm
10 Head of Account	66-3003

Consultant /firms/ companies registered in any government department who fulfill the following eligibility criteria for the consultancy shall be eligible to apply.

The eligibility criteria for the consultancy firm is as under:

Experience of having successfully provided consultancy services with similar scope of works during the last 7 years ending December 2013 with some Central Government Department/State Government Department/Central Autonomous Body/Public Sector undertaking:

- Consultancy services costing more than Rs. 10.00 lacs for three similar works

Or

- Consultancy services costing more than Rs. 15.00 lacs for two similar works

Or

- Consultancy services costing more than Rs. 20.00 lacs for one similar work

(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).

Attested copies of certificate for satisfactory completion of consultancy works issued by an officer not below the rank of Executive Engineer, to be attached.

Sale of Tender:

Tender documents can be had from the office of the **Executive Engineer (Project)III/ Rohini Zone, North Delhi Municipal Corporation, 3rd Floor, Sub-Zonal Office Building, Sec-17, Rohini, New Delhi – 110085** between 11.00 AM and 2.00 PM on all working days from 06/01/2014 to 20/01/2014 on payment of Rs. 1000/- (Rupees One thousand only) non-refundable, in the form of Demand Draft/Pay Order in favour of "Commissioner, North Delhi Municipal Corporation" payable at Delhi and on production of relevant documents.

The tender shall be accompanied with earnest money amounting to Rs.49,600/- (Rupees Forty nine thousand six hundred only) in the form of a Demand Draft/Banker's Cheque in favour of "Commissioner, North Delhi Municipal Corporation" payable at Delhi. Any tender not accompanied by an earnest money shall be summarily rejected as non-responsive.

Submission of Tenders:

The tender for the above work shall be submitted in Two Parts:

The documents pertaining to Experience, tender document, alongwith earnest money must be placed in one sealed envelope marked '**Envelope – A**'. *(The financial bid will be opened only for the firms, who will fulfill the criteria to be submitted in envelope – A and the financials bids of the bidders not fulfilling the criteria shall be returned un-opened.)*

The Financial Bid in Format – I must be placed in another sealed envelope marked '**Envelope – B**'.

Both the envelopes 'A & B' must 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 multilevel car parking at Rani Bagh'.

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

Executive Engineer (Project) - III/Rohini Zone
North Delhi Municipal Corporation,
3rd Floor, Sub-Zonal Office Building,
Sec-17, Rohini, New Delhi – 110085

The tenders shall be received upto 3.00 P.M. on 24/01/2014 in the office of Executive Engineer (Project-III)/RZ and Envelope A for eligibility criteria will be opened on same day at 4.00 P.M. The eligible Bidder will be intimated about opening of financial bid separately.

The department reserves the right to reject any application/ tender received after due date and time without assigning any reason and to restrict the list of qualified consultant to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

The tender document is also available on the website of MCD i.e. www.mcdonline.gov.in for its entire period of validity. If the tender is downloaded from the above website, then a demand draft for Rs 1000/- towards cost of document in favour of 'Commissioner, North Delhi Municipal Commissioner' will have to be enclosed along with the tender. After downloading the tender document, the intended bidders will have to communicate in writing or by email to the office of the undersigned, their intention to participate in the bidding process latest by 23/01/2014. The communication received after due date will be summarily rejected.

If the above days happen to be holiday, then the tenders will be sold/received and opened on the next working day at the same time.


Executive Engineer (Project)-III
Rohini Zone


NORTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)-III/ROHINI ZONE
3RD FLOOR, SUB-ZONAL OFFICE BUILDING
SEC-17,ROHINI, NEW DELHI - 110085

No.


Date:

M/s _____

BID DOCUMENT FOR Providing consultancy services for development of multilevel car parking at Rani Bagh.

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 __/__/2014 and shall be opened on the same day at 15:30 hrs 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 NORTH 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-III
(ROHINI ZONE)
FOR ACCEPTING OFFICER

Encl.: Bid Documents

Signature of the Consultant:

INSTRUCTIONS TO BIDDERS

Name of Work: Providing consultancy services for development of multilevel car parking at Rani Bagh.

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 multilevel car parking at Rani Bagh'.

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

Executive Engineer (Proj) - III/Rohini Zone
North Delhi Municipal Corporation
3rd Floor, Sub-Zonal Office Building,
Sec-17, Rohini, New Delhi – 110085

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 NORTH 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 NORTH 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 NORTH DMC.
5. The North 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 North 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 has 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 North 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 consultant who have purchased the tender document. The North 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 North 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. "North DMC" means the North 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 North Delhi Municipal Corporation and its administrators, successors and permitted assigns.
 - ii. Engineer –in – charge / "Executive Engineer (Pr)-III/Rohini Zone" shall mean the person from North DMC, who may appoint his/their authorized representative at site who will be administrating 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 North DMC.
 - iii. "Contract", "Consultancy Contract", "Consultancy Contract/Services" means the contract between North 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 North 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. However, the service tax shall be reimbursed, if paid, on actual basis.

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	1 month
2.	Soil Investigation including Geotechnical Report	1.5 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	12 months
6.	Signing of Concession Agreement with successful bidder	15 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 North DMC in respect of any claim (including legal costs incurred by North DMC in defending such claim) made against North 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 North 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 North DMC may claim against the securities if any in case the Consultant is in breach of the Contract and the North 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 NORTH 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 North DMC before submission of any information to a court or government agency pursuant to such statutory obligation.

20. The Consultant and North DMC hereby agree and undertake to treat all correspondence exchanged between the Consultant and North 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 (North 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 North 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.

22.2.3 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, North 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

SCOPE OF CONSULTANCY SERVICES

Name of Work: Providing consultancy services for development multilevel car parking at Rani Bagh.

North DMC intends to develop multilevel automated / semi-automated / conventional parking specifically through Public Private Participation (PPP) or Cash Contract basis 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 3: Independent Engineer service

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 site specific 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.

