



EAST DELHI MUNICIPAL CORPORATION
Regd. & Corp. 419, UDYOG SADAN, PATPARGANJ INDUSTRIAL
AREA, DELHI-110092

Tel: 66667581, website: www.mcdonline.gov.in

TENDER NOTICE

**TO ENGAGE SERVICES OF AN AGENCY FOR
DOCUMENTATION AND PROCESSING OF GENERAL
TRADE/ STORAGE LICENSE APPLICATION.**

Tender No.: EDMC/CL&EC/2015/437

Dated: 30/03/2015

INDEX

S. NO.	SECTION	CHAPTER	PAGE NO
1.	Tender notice		3
2.	Tender cover letter		4
3.	Technical bid		5
4.	A) Bidding criteria & essential pre requisites		6
5.		Eligibility criteria	6
6.		Consortium	6
7.		Mandatory criteria	6
8.		Earnest money deposit (EMD)	6
9.	B) Bid submission instructions		6
10.		Valid tender document	6
11.		Envelopes	6
12.		Submission procedure	7
13.		Rejection of bids	7
14.	C) Scope of work and evaluation process		7
15.		Overview of work	7
16.		Publicity	8
17.		Application form collection	8
18.		Employee management during project	8
19.		Defaulter list & enforcement action	8
20.		Calculation of applicable license fee/ penalties / processing fees & its collection manager	8
21.		No cash & cheque shall be accepted for payment of license fees/ procession charges	8
22.		Central data processing station at the cost of the bidder	8
23.		Data management and handing over to EDMC	9
24.		Type of license handled during the project	9
25.		Training	9
26.		MIS submission	9
27.		Sample enclosed with the tender document	9
28.		Factors to be kept in mind which assigning costs for the financial bid	9
29.		Transport cost	9
30.		Publicity costs	10
31.		Stationary costs	10
32.		Computer related costs	10
33.		Infrastructure Costs	10
34.		Manpower Costs	10
35.		All statutory taxation liability	10
36.		Project closure	10
37.		Others	10
38.		Pre bid meeting	11
39.		Technical bid evaluation	11
40.	D) Bid timelines		11
41.		Tender opening	11
42.		Validity of offers	11
43.		Gestation period	12
44.		Conditions precedent	12
45.		Time period	12
46.	E) Revenue model		12
47.		Revenue model	12
48.		Negotiations	12
49.		Performance bank guarantee	12
50.		Penalty	13
51.	F) Bid – roles and responsibilities		13
52.		Nodal officer	13
53.		Public notice & others	13
54.		Coordination committee meeting	13
55.		Services of the establishment / individual applying for license	13
56.		Coordination committee	13
57.	G) Work order, agreements and others		14
58.		Work order	14
59.		Agreement	14
60.		Successor body	14
61.		Exclusivity	14
62.		Force majors	14
63.		Termination of contract	14
64.		Settlement of disputes	15
65.		Undertaking	15
66.	Format for tender assessment		16
67.	Financial bid		17 & 18
68.	TECHNICAL BID MARKING CRITERIA		19

TENDER NOTICE



TENDER TO ENGAGE SERVICES OF AN AGENCY FOR DOCUMENTATION AND PROCESSING OF GENERAL TRADE/ STORAGE LICENSE APPLICATION.

The schedule shall be as follows:

Last Date & Time for the Sale of Tender Document	17/04/2015 Till 15:00 HRS
Date, Time & Venue of Pre-Bid Conference	09/04/2015 at 16:00 HRS, Conference Hall, First Floor, EDMC (HQ)
Last Date Of Submission of Tender Documents	22/04/2015 Till 15:00 HRS
Date of Opening of the Technical Bid	22/04/2015 At 16:00 HRS
Date Of Opening of Financial Bid	The date of opening of financial bid will be intimated to the technically qualified bidders in due course of time.

Interested parties may submit their tender documents along with requisite earnest money and other documents as mentioned in the prescribed tender Documents, which can be obtained from the office of the **Dy. Commissioner (CL&EC), East Delhi Municipal Corporation, 419, Udyog Sadan, Patparganj Industrial Area, Delhi - 110092** on the requisition against a payment of non-refundable Tender Document fee of Rs. 1000/-.

Sd/-

.....

ON COMPANY LETTERHEAD

Date:
To,
The Commissioner,
East Delhi Municipal Corporation,
Udyog Sadan, Patparganj,
New Delhi – 110092

SUB: TECHNICAL BID - TENDER TO ENGAGE SERVICES OF AN AGENCY FOR DOCUMENTATION AND PROCESSING OF GENERAL TRADE/ STORAGE LICENSE APPLICATION.

Sir,

1. We, the undersigned, having carefully examined the tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof.
2. We agree to keep the tender valid for a period of 90 days from the date of opening of technical bids, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. We agree to bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
4. We are submitting this proposal singly/as a consortium/JV consisting of and we have attached relevant documents with the proposal.
5. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal at any time without assigning any reason thereof.
6. We have enclosed a Bankers Cheque/ Demand Draft No. dated drawn on for Rs..... towards EMD fees.
7. That the tender documents were purchased vide G8 receipt number.....dated (copy enclosed) or have downloaded the tender documents and hence have attached an additional Demand/Draft/Pay Order of Rs 1000/- number.....dated
8. That Sh..... is authorized to sign the documents related to this tender. (Please attach a letter of authorization or a copy of the board resolution to that effect or any other valid document as applicable).
9. That we have not been barred in last five years by the Central Government, any State Government, a statutory Client or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
10. That we have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Applicant or its Associate.

Signature

Designation

TECHNICAL BID

PART- I

TO BE SUBMITTED IN ORIGINAL BID DOCUMENT REQUIRED FOR TECHNICAL BID AS PER THE TENDER & SHOULD BE KEPT IN SEPARATE SEALED COVER SUPERSCRIBING **'PART I – TECHNICAL BID - “TENDER TO ENGAGE SERVICES OF AN AGENCY FOR DOCUMENTATION AND PROCESSING OF GENERAL TRADE/ STORAGE LICENSE APPLICATION”**.

Instructions for Bidders

A. Bidding Criteria And Essential Pre-Requisites:

1. **Eligibility Criteria** : For the purpose of this Tender, bidders can be either a proprietorship firm, partnership firm, private limited company or public limited company or a registered business entity and in order to support this, the bidders has to be registered under the same name with any tax authority or import export code or bank account in name of the bidders or any other legal registration document. Single entity as well as consortiums is eligible for bidding. Consortiums are also allowed to bid and any one of the consortium members can be the lead partner.

2. **Consortium**: A consortium may comprise of individuals, proprietorship firm, partnership firm, private limited company, public limited company or a registered business entity and there can be a maximum of three members in a consortium. The consortium members can form a JV/ SPV or a new business entity to implement the project in the pre tender or post tender stage. An undertaking duly signed by the participating individuals / firms / companies has to be attached with the tender documents in case of consortium bids and the consortium shall nominate representative(s) to carry out discussions / negotiations with EDMC for this purpose.

3. **Mandatory Criteria**: The offer of only those bidders (the consortium members may meet the mandatory criteria jointly) shall be shortlisted who have work experience as under:

3.1. The bidder shall have an average turnover of Rs 1.6 crores in the last three financial years and the turnover in any financial year shall not be less than 75% of the average turnover.

3.2. The bidder shall have work order of at least one project of minimum of 1000 units for door to door survey related to assessment and collection of revenue preferably Tax / license fees for any Municipal / Govt. Body in India.

4. **Earnest Money Deposit (EMD)**: The bid document must be accompanied with EMD Fee of Rs 10,00,000/- (Rupees Ten Lacs Only) as a Demand Draft / Pay Order payable at Delhi in favour of Commissioner, East Delhi Municipal Corporation. The bid document without the EMD Amount shall be summarily rejected.

4.1.1. The EMD of unsuccessful bidder shall be refunded on the written request by the unsuccessful bidder after the issue of Letter Of Intent to the successful bidder.

4.1.2. The EMD will be forfeited on account of one or more of the following reasons:

4.1.2.1. If the bidder withdraws the proposal during the validity period specified in tender.

4.1.2.2. If the bidder does not respond to requests for clarification / provide information during the evaluation process with in specified time limits.

4.1.2.3. If the bidder resorts to unethical practices or any practice that may spoil the chances of rival bidders in the form of sudden complaints / Newspaper reporting about competing bidders post the phase when the tender has been published.

B. Bid Submission Instructions :

5. **Valid Tender Document**: Only those bids which have been purchased from the EDMC after making the necessary payments shall be considered in the evaluation process. If the bidder has downloaded the tender documents from MCD website, in that case they shall put a Demand Draft/Pay order of Rs 1,000/- in favour of Commissioner, East Delhi Municipal Corporation payable at Delhi.

6. **Envelopes**: The bid shall be deposited in a sealed cover super scribed by “**BID TO ENGAGE SERVICES OF AN AGENCY FOR DOCUMENTATION AND PROCESSING OF GENERAL TRADE/ STORAGE LICENSE APPLICATION**” containing **two sealed envelopes**, one for ‘**Technical Bid**’ and another for ‘**Financial Bid**’, duly super scribed – Tender Name, Bid Opening Date and Name/Address of the bidder to ensure that the documents are returned at correct addresses in case of unsuccessful bidders.

6.1. Envelop I – (Technical Bid Envelop): It must consist of the following components duly indexed:

- 6.1.1.** Section A - It must consist of a covering letter duly typed on the letter head of the bidder with Demand Draft/ Pay Order of EMD amount and tender purchase G 8 receipt or additional tender fees in the form of Demand draft / Pay Order.
- 6.1.2.** Section B – All documents as mandatory criteria in para 3 and all documents mentioned in table of technical bid marking criteria of the tender documents and all Registration and Related Documents of all JV members / consortium members. In reference to mandatory criteria in para 3 and all documents mentioned in table of technical bid marking criteria, not only work order but work completion certificates are also to be attached alongwith technical bid.
- 6.1.3.** Section C – A detailed write up on implementation of the work to be performed by the bidder as defined in para 9 of the tender documents.
- 6.1.4.** All sections should be bound together by Spiral Binding.
- 6.1.5. Part II - Financial Bid Envelop:** It must have a cover letter duly typed on the letter head of the bidder and give rate quote (excluding all other taxes) as desired in the financial bid document. All applicable taxes must be mentioned by the bidder since it shall be the responsibility of the bidder to comply with all statutory taxation requirements.
- 7. Submission Procedure:** The bid documents completed in all respects should either be submitted by hand or sent by registered post.
- 7.1.1. The bid documents along with supporting documents should be clearly filled in ink/duly typed and in English Language and in Indian rupees only.
- 7.1.2. Any interlineations, erasures, over-writing, alterations, additions, etc. is not allowed and will lead to disqualification of the bidder.
- 7.1.3. That the document (all pages) must to be duly signed by an authorized signatory of the bidder.
- 7.1.4. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender.
- 7.1.5. No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- 7.1.6. Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in the tender documents.
- 8. Rejection Of Bids:** The EDMC reserves the right to reject any / all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The EDMC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, on the following grounds:
- 8.1.1. Any delay in receipt of tender documents through post / courier shall render the tender invalid. Telegraphic / fax/ e-mail tender etc shall be summarily rejected.
- 8.1.2. That the proposal / bids submitted by the bidder does not fulfill the mandatory criteria and is non-responsive to the requirement in the scope of work as defined in the para 3 and para 10 respectively of the tender documents.
- 8.1.3. That the bidder fails to provide clarifications related thereto, when sought by the EDMC
- 8.1.4. The Technical Bid proposal shall not include any financial information. A Technical Bid proposal containing financial information shall be summarily rejected.
- 8.1.5. Any bidder either directly or through third parties found indulging in malicious campaign or disinformation campaign post publishing of the tender against any official of the EDMC shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the EDMC.

C. SCOPE OF WORK AND EVALUATION PROCESS

- 9. Overview Of The Work:** The East Delhi Municipal Corporation issues General Trade/Storage License to establishments under section 417 of the DMC Act and collects annual license fees and other applicable charges from them. The process for application/renewal of licenses is fully in public domain and can be viewed on the website www.mcdonline.gov.in also. The scope of the present tender shall be as follows.

- 9.1. PUBLICITY** The selected agency shall bear all costs towards adequate publicity and shall involve costs as under:
- 9.1.1. Publicity should consist of print as well as electronic media and should be clearly mentioned in the bid documents.
 - 9.1.2. Setting of a helpline number to assist applicants to solve their queries / clarifications.
 - 9.1.3. Organizing awareness camps on its own or in consultation with market associations about the door step service and benefits of the same to traders / establishments.
 - 9.1.4. Taking other publicity initiatives as deemed fit for the scope of work in the tender documents to make this project successful.
- 9.2. APPLICATION FORM COLLECTION** : The selected agency shall be responsible for collection and processing of forms as per scope of tender from markets / door to door survey / Citizen Service Bureau etc of EDMC.
- 9.2.1. The application received for renewal / amendment of Existing license will be treated as new application and the applicant will be charged accordingly.
- 9.3. Employee Management During Project :**
- 9.3.1. That all employees of the selected agency shall wear a dress code / ID Cards issued by the agency.
 - 9.3.2. That all employees going in the field shall move in vehicles having due authorization from EDMC.
- 9.4. Defaulter List And Enforcement Action :**
The selected agency shall make three attempts to contact the establishment to apply for license and after each instance in case of default, the selected bidder after approval of the Competent Authority, shall dispatch a defaulter notice to the defaulting establishment. The costs for the same shall be borne by the agency. Those units which fail to enroll despite of above, the list of such defaulters will be provided by agency to the EDMC Licensing Department for further necessary action as per provisions under the DMC Act.
- 9.5. Calculation Of Applicable License Fees / Penalties / Processing Fees & Its Collection / Management** – The selected agency shall calculate the applicable license fees / penalties as per the trade license policy of EDMC and collect the same either as
- 9.5.1. Demand Draft/ Bank Challan
 - 9.5.2. Electronic mode - The selected agency shall maintain all relevant infrastructures through a banking partner approved by EDMC for collection of applicable license fees/penalties through electronic mode (credit / debit card wireless POS machines. Any bank charges for electronic payments shall be borne by the applicant over and above the applicable license fees.
 - 9.5.3. **No Cash Or Cheque Shall Be Accepted For Payment of License Fees / Processing Charges.**
 - 9.5.4. For each payment received, the selected bidder shall issue a receipt through a Hand Held Billing Machine / Mobile or Tablet and the receipt (as per format of G8 receipt) shall be handed over to the applicant. The series of this receipt will be provided by EDMC.
 - 9.5.5. At the end of the day, a report shall be prepared by the agency indicating the list of applications for which payments have been collected and all instruments has been sent to the designated bank for clearance. In addition a report of revenue deposited in prescribed format will be submitted to accounts office along with proof of deposits.
 - 9.5.6. It shall be the responsibility of the bidder to maintain the accounts in Software of payments received and bank statement reconciliation and present the same to the Nodal Officer(s) for further accounting / audit by EDMC.
- 9.6. Central Data Processing Station At The Cost Of The Bidder**
The selected bidder has to maintain a data center with furniture / electricity / computers / scanners / printers and other relevant infrastructure for processing of all application as under:

- 9.6.1. Data entry of the application and generate MIS/ Reports as per the format decided by EDMC and regular alerts through SMS and website about the status of application.
- 9.6.2. Printing of license (the stationary for the same shall be on minimum of 110 GSM thicknesses). Each file forwarded to the Zonal Competent Authority shall have a printed license, wherein once approved the said person of EDMC shall sign the same while approving the file.
- 9.6.3. Scanning of files to make a PDF file of each application and the same is to be handed over to EDMC on fortnightly basis.
- 9.6.4. Manpower in each zone to cross check the contents of the applications received,
- 9.6.5. Make a cover note sheet (format shall be given by EDMC to the selected bidder) on the application file and submit the same to AO (Administrative Officer) of the Zone for scrutiny and approval by the Competent Authority.
- 9.6.6. If application is found ok, the competent authority of EDMC shall approve the application and sign the license.
- 9.6.7. In case of any deficiency in application, the selected agency shall have to arrange to rectify the same at their own cost and resubmit the file for processing.
- 9.6.8. Once the license is signed by the Competent Authority, the license has to be dispatched by the agency (the bidder shall bear the cost of envelop / addressing and other costs including its dispatch through Courier / Indian Post) and maintain complete MIS of all dispatch.
- 9.6.9. Each license must be laminated by the bidder before dispatch.
- 9.6.10. The Nodal Officer(s) of the project shall ensure that files are cleared within a maximum of 15 working days from the date of submission of license application by the agency.
- 9.6.11. The bidder shall also have to provide for a user friendly website for monitoring the statistics / data / status of license applications. The same shall be integrated through a URL to the existing MCD website.

9.7. Data Management And Handing Over To EDMC :

- 9.7.1. The agency shall maintain in an MIS of all license issued with tracking number through which the license has been dispatched all license fees collected and the tenure for which license fees has been issued.
- 9.7.2. The agency shall hand over the physical files on fortnightly basis of all licenses which have been dispatched along with scanned pdf copy of the file to EDMC. That the selected bidder shall provide an external hard disc drive at their own cost for storage of all PDF scanned file data generated during the project one each in both the zones of EDMC.
- 9.7.3. The receiving of completed applications shall be taken in quadruplicate and one copy shall be retained by the selected bidder and the triplicate copies submitted along with bills for payment.
- 9.7.4. All documents / data collected with the application will be the sole property of EDMC.

9.8. Category and types of license handled during the project : The agency shall have to handle the licenses for the category of trades mentioned in the 11th schedule of DMC Act only as under:

- 9.8.1. Units without license / lapsed licenses.
- 9.8.2. Units with valid license (issued by EDMC) in the current financial year with a validity up to 31.03.2015.
- 9.8.3. New licenses issued on account of change of address / owner etc
- 9.8.4. Issue of duplicate licenses in case of loss / mutilated/ damaged license etc

9.9. TRAINING: The selected bidder has to train personnel (s) of EDMC from each zone at the Central Data Processing Station for a period of 30 days to manage data generated in the project and that employee of EDMC shall become the master trainer for other staff of License Department.

9.10. MIS Submission: The MIS reports shall be generated (category wise/ Zone wise/ ward wise etc) and provided by the agency of all license issued as per the format decided by the EDMC.

9.11. Samples Enclosed With The Tender Document :

- 9.11.1. Trade License On A 4 Sheet As Per Specifications Of EDMC
- 9.11.2. Data Collection Forms As Per Specifications Of EDMC

9.12. Factors to be kept in mind while assessing costs for the financial bid:
The following factors are to be kept in mind while preparing the response in the financial bid documents.

- 9.12.1. **Transport Costs** - The transport costs (rising fuel costs must be factored clearly) for repeat visit to the establishments or alternate residential address of the owner. The data may require refinements and hence the bidder has to either

call the customer or visit his premises to get an update on the same and furnish to EDMC Competent Authority.

- 9.12.2. **Publicity Costs** - Tele-calling costs, publicity and coordination costs with the target audience including costs for printing and distribution of handbills etc.
- 9.12.3. **Stationary Costs** - application form / license certificate / envelopes / cover file folders for storing each application form as well as plastic leaf, printing of MIS / reports for monthly submission, postcard size photo of the premises and the applicant, affidavit on Rs 10 stamp paper with costs for printing and its notarization, receipt for payments taken / costs for printing and dispatch of defaulter notice, cost for lamination of license on A4 sheet of 110 GSM thickness, cost of hologram to be pasted on license etc.
- 9.12.4. **Computer Related Costs** - hand held billing or tablet machines with printers, computers/ scanners / printers/ consumables/ maintenance thereof etc.
- 9.12.5. **Infrastructure costs** - rental cost of premises with furniture, electricity, or any other infrastructure for data processing, telecom costs etc.
- 9.12.6. **Manpower Costs** - publicity / data collection / processing / accounting and audit and entire scope of work as in the tender documents
- 9.12.7. **All Statutory Taxation Liability** - shall be of the selected bidder (except for TDS) and the selected bidder shall completely indemnify EDMC for the same.
- 9.12.8. Any other costs to cover the scope of work defined in the tender documents
- 9.12.9. That in case the establishment wants the bidder to prepare a DD / Pay Order for EDMC, the agency shall arrange for the same after taking a requisite fees as may be agreed between the parties without any implication on EDMC.

9.13. PROJECT CLOSURE:

- 9.13.1. The selected bidder shall continuously transfer all data on weekly basis to the Competent Authority against a receipt of the same
- 9.13.2. The selected bidder shall train person (s) from each zone as master trainer to handle the data generated in the project.
- 9.13.3. In case EDMC builds its own data center during the validity of contract with EDMC, the bidder shall at its own cost help and coordinate with EDMC Nodal Person(s) to transfer all data on the data center of EDMC.
- 9.13.4. That the selected bidder shall provide one competent person well conversant with data management at disposal of EDMC for smooth migration / handing and taking over in the last 6 months of the contract period.
- 9.13.5. That in case, EDMC wants any further support beyond the contract period, the same shall be provided for by the selected agency at an additional cost as may be mutually agreed between EDMC and the agency.

10. OTHERS

- 10.1.1. The interested bidders are advised to get a trade license application form from the CSB (Citizen Service Bureau) in the Zonal DC office and acquaint themselves with all nuances of trade license.
- 10.1.2. It must be noted that while all the information and data regarding this project, to the best of the EDMCs knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and EDMC holds no responsibility for the accuracy of this information and it is the responsibility of the bidders to check the validity of data included in this document. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the Municipal Corporation responsible for non understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any bidder by the East Delhi Municipal Corporation on this account.
- 10.1.3. The prospective bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of EDMC in general. No dispute regarding the local and surrounding conditions, geographical or political shall be entertained by the Municipal Corporation. The Municipal Corporation shall only endeavor to make the conditions as congenial and favorable for carrying out the Project as possible within its power under the DMC Act and day to day affairs shall be managed by the selected bidder at their own cost and risk.
- 10.1.4. That EDMC has the right to negotiate for some supporting services of similar nature during the contract period for which applicable rates shall be finalized through negotiation basis with the selected bidder.
- 10.1.5. That EDMC has the rights to add more licenses within the ambit of scope of work during the contract period.

11. **PRE BID MEETING:** The Municipal Corporation shall held a pre-bid meeting on 18.09.2013 at 1600 HRS in Conference Hall, First Floor, EDMC (HQ) to address any Tender related queries but only those bidders who have physically purchased the tender document before the Pre Bid Meeting Date against payment of tender document fees are eligible to participate in the bid.
- 11.1. In addition, it is made clear that the Municipal Corporation shall entertain only those questions which have been submitted in writing on the letter head of participating bidders duly received in the Municipal Corporation at least 5 working days in advance to the pre bid meeting.
- 11.2. No questions other than that submitted in writing shall be entertained at the time of pre bid meeting.
- 11.3. Each bidder must mention the receipt number / attach a photocopy of G 8 vide which tender was purchased while submitting queries on their letter head for the pre-bid meeting.
- 11.4. That amendments / changes in the tender document as a result of queries during the pre bid meeting shall be intimated to the bidder on their given email ID only and no intimation shall be given either through phone or post. The Municipal Corporation shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and it shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the email.
- 11.5. No extension of deadline for submission of bids shall be granted as a result of queries during the pre bid meeting.
12. **BID EVALUATION:**
- 12.1. **Technical Bid Evaluation** - Technical bid shall comprise of all papers related to format for tender assessment duly filled along with supporting documents and required earnest money. Based on evaluation of the Tender Documents, only those bidders, who are technically qualified having relevant work experience, would be considered for selection to implement the project. No document/payment will be called from bidders at later stage and decision on the technical bid will be held on the submitted/enclosed documents with the tender application form. Seeking clarifications cannot be treated as acceptance of the proposal. The EDMC reserves the right to verify any information submitted in the tendering process. Financial Bids of only technically qualified bidders shall be opened and negotiations may take place with the selected bidder.
- 12.1.1. A bidder shall be selected from amongst the responsive bids on the basis of assessment of firstly the technically sound and then the lowest among the financial bids. While giving marks, total value of the projects based on number of projects and number of covered units/quantity will be considered in technical evaluation.
- 12.1.2. In Technical Bid Evaluation the maximum marks for technical evaluation is 100 and any bidder getting more than 60 marks shall qualify in the technical bid documents.
- 12.2. **Financial Bid Evaluation** - The Lowest quoted bid amongst the technically qualified bidder shall be awarded the work.

D. BID – TIME LINES

13. **Tender Opening:** Tender shall be opened in the presence of intending bidders/their representatives, who may like to be present at that time. In case Tender opening date is declared HOLIDAY, Tender shall be received and opened on next working day at the same time specified in the NIT (Notice Inviting Tender). On the given date first the technical bid envelop shall be opened and all proposals with valid EMD shall be accepted for scrutiny. The financial bids shall be opened of only technically qualified bidders.
14. **Validity Of Offers:** Proposals shall remain valid for a period of 90 days from the date of opening of the technical bid. The Municipal Corporation reserves right to reject a proposal valid for a shorter period as non-responsive. In exceptional circumstances, the Municipal Corporation may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be

unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit (EMD). A bidder granting the request will not be permitted to modify its Proposal.

15. **Gestation Period:** The selected bidder shall also get a maximum gestation period of 45 days from the date of issue of work order post signing of the agreement to set up the necessary infrastructure to commence the implementation of the project. No extension of gestation period shall be allowed except for force majeure clause or non fulfillment of Conditions Precedent. The gestation period shall be used to draw the implementation schedule, publicity campaigns, soft launch and fine tuning the implementation process in association with EDMC.
16. **Conditions Precedent:** The date of the commencement of the project shall become and effective and binding on the selected agency from the data of issue of work order.
17. **Time Period:** That the validity of the contract of the selected bidder with EDMC shall be for a period of 24 months including the gestation period. However, this shall exclude the conditions precedent / force majeure clause as mentioned in the Tender Documents. If required, upon written consent of the bidder, the contract period can be extended by another term of 12 months with the approval of the Commissioner, EDMC.
18. **REVENUE MODEL:** The selected bidder shall be paid by EDMC processing fees per application as per rates approved through tender process.
 - 18.1. The Competent Authority of EDMC will open new bank account(s) in a bank so that there is technology based reconciliation of payments and audit is done in a transparent manner.
 - 18.2. The selected bidder shall collect two payments (one for license fees and one for processing fees) in favour of Commissioner, East Delhi Municipal Corporation as under:
 - i. Commissioner, EDMC, License Fees A/c
 - ii. Commissioner, EDMC, License Processing Fees A/c from which payments shall be released to the selected bidder through escrow mechanism.
 - iii. These separate accounts area being proposed so that there is complete transparency in accounts management as well as audit of the said accounts.
 - 18.3. That all payments to the selected bidder shall be against a monthly billing cycle and submit bills on 1st week of every month to the Competent Authority of EDMC for release of payments.
 - 18.4. That for all miscellaneous services like issue of duplicate license / renewals / any other amendments etc, EDMC shall allow the agency to charge @ 20% of the service charges as will be decided through the tender process.
19. **NEGOTIATIONS:** Normally the work order shall be finalized on the basis of offer strictly as per NIT instructions and terms and conditions. Post technical bid evaluation, Tender price negotiations may be held for financial offer, if necessary, only with the technically Eligible Bidder who has the requisite work experience to execute the project successfully.
20. **PERFORMANCE BANK GUARANTEE:** This shall be furnished by the agency after the execution of the agreement and within the gestation period for a value of Rs 25,00,000 (INR Twenty Five Lacs Only).
 - 20.3. The selected agency shall furnish a BG to EMDC after execution of the agreement and the selected bidder shall be given back the EMD after submission of BG to EDMC.
 - 20.4. The EMD Of the selected agency shall be returned after the selected bidder shall furnish the Bank Guarantee.
 - 20.5. That the entire performance security shall be refunded after 30 days of completion of the Project by the Agency or termination of the contract by the (subject to deduction of payments which may be applicable on account of non performance in such an event).
 - 20.6. The BG and the EMD shall be refunded on written request made by the Agency.

21. **PENALTY:** The successful bidder shall ensure error free processing of all data. In case of any negligence or error in processing a given data, the successful bidder has to rectify the same within 30 days of the error being brought to the notice of by the Competent Authority.
- 21.3. If the bidder fails to rectify the error within 30 days of the error being brought to the notice of the implementing agency, then EDMC shall impose on the successful bidder a minimum penalty @ 5% per week subject to a maximum of 50% of processing charges payable by EDMC for that application.
- 21.4. That 5% of all applications processed by the agency shall be subject to field verification by EDMC and 20% penalty shall be levied for any shortcomings, if any for the processing charges paid.
- 21.5. That in case any file is not processed and submitted to the Competent Authority of EDMC within 15 days of acceptance of application, EDMC shall levy a penalty of 5% per week subject to a maximum of 20% of processing charges payable by EDMC for that record.
- 21.6. That if any employee of the agency is found to indulging in corrupt / fraudulent practices, the same shall be verified by the joint committee of the representative of EDMC and a representative of the selected bidder. In such cases a penalty may be levied on the selected bidder as decided by the Commissioner, EDMC.
- 21.7. The selected bidder shall issue a minimum of 7,000 license in a year, failing which a penalty of 20% of the processing charge shall be levied on the deficit related to the set target. As for example:
- Total Target per year- 7,000
 - License Issued in a year - 5,000
 - Deficit - 2,000
 - Assumed Processing Fees Per Unit - Rs 500/-
 - Assumed Penalty Per Unit - Rs 100/- (20% of Rs 500)
 - Total Penalty Levied - Rs 100 x 2000 = Rs 2,00,000/-
- Total penalty will be calculated after period of two years.
- 21.8. In case the bidder does not pay the penalty within the time limit specified by EDMC, it shall be deducted from the bank guarantee submitted by the bidder.
- 21.9. The revenue receipt on behalf of EDMC shall be deposited in the designated bank Account with 24 hours of its receipts failing which an interest @ of 10% per month on involved money will be charged as a penalty.
- 21.10. In case any discrepancies or concealment of facts found by EDMC in the status report regarding licensed and un-licensed entities in an area submitted by the agency which is against the interest of EDMC, the Review Committee will suggest a penalty which may include termination of contract and black listing of that Agency.
22. **Roles And Responsibilities Of EDMC:**
- 22.1. **Nodal Officer:** The Commissioner, East Delhi Municipal Corporation shall appoint a Nodal Officer(s) within one week of issue of work order for coordinating with all stakeholders to provide all assistance in implementation of the said project
- 22.2. **Coordination Committee Meeting** - EDMC shall hold one Coordination Committee meeting either once in a month or at any time (after giving reasonable time notice) as and when the need arises.
23. **Services Of The Establishment / Individual Applying For License**
- 23.1. It shall be the liability of the business establishment to furnish the correct information during the survey process and the contents of the collected form shall be based on information provided by the business establishment and the bidder shall not be liable for any wrong information furnished by the establishment and no penalties shall be levied by EDMC on bidder for the same.
- 23.2. That the establishment shall allow for inspection of the premises for license application information gathering purpose as may be required for the project.
- 23.3. That the applicant shall provide for Pollution NOC / Fire NOC / Structural Safety certificates at their own cost.
24. **Coordination Committee:** That a coordination committee consisting of the Nodal Officer and other representatives of the EDMC and the selected bidder shall be constituted to address any issue that any issue that may arise during implementation of the project and resolve all issued through mutual discussions and good faith. That the said Coordination Committee shall have the powers to improvise the project functionalities in due course of time and such suggestions can be added as improvements in the Agreement. Such recommendations with

due approval of the Competent Authority shall be binding on the selected agency. The views of the selected agency on such suggestions shall always be invited during the deliberations.

E. WORK ORDER / AGREEMENTS / OTHERS:

25. **WORK ORDER:** The Letter of Intent shall be issued within 7 days of finalization of tender and a work order shall be issued within 7 days of receipt of letter of acceptance from the selected agency in response to the Letter of Intent.
26. **AGREEMENT** - An agreement would be executed simultaneously along with the issue of work order to ensure successful working of the system between the Municipal Corporation and the bidder / consortium selected to implement the system that would also define the terms and conditions for completion of the project in a time-bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye laws hereafter made and shall have an arbitration clause in the agreement. That the tender document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments / additions may also be necessitated on account of Coordination Committee deliberations.
27. **Successor Body:** That if there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.
28. **Exclusivity:** The successful bidder shall have exclusive right for the implementation of the said project for the time period as defined above and no agreement or arrangement permitting such activities by any other party shall be entered into with any other party during the concession period by the Competent Authority.
29. **Force Majeure:** The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion, strike, embargo put by the Government or any Court Of Law / threats from naxals / anti national elements / political protests against the project or extortion from anti social elements, theft, loot or any other situation not envisaged at the time of formulation of this project / tender. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.
30. **Termination Of Contract:**
 - 30.1. The EDMC may at any time terminate the Contract by giving written notice to the Agency, if it becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company.
 - 30.2. The contract may also be terminated due to non-performance of selected agency during execution of Project. That the reasons of non performance shall be as under:
 - 30.2.1 Failure to meet the desired targets, despite notice to meet the same in one financial year

- 30.2.2 If the error rate in data processing of more than 50% in data submitted
- 30.2.3 If the said agency fails to dispatch signed licenses within 15 days of approval by the Component Authority and the number of such license dispatch pending exceeding 1000 in one fortnight.
- 30.3 In such case the EDMC shall intimate the selected bidder in writing about all issues where performance is below the expected level or is not satisfactory and the selected bidder shall be given 90 days to rectify the same. Failure to rectify the same shall result in termination of the contract. That a part of the Security Deposit may be deducted to the extent of non performance, if any which shall be duly decided by the Coordination Committee.
- 30.4 That no consequential damages shall be payable by the either parties upon termination of the contract, except for penalties deducted from the performance guarantee.
- 31 **Settlement Of Disputes:** In case of any dispute the first endeavor of both the parties shall be to resolve the dispute through mutual discussions in the Coordination Committee. In case dispute still persists, only Local Courts in Delhi shall have jurisdiction or through Arbitration as per Indian Laws. The Parties shall endeavour to settle by mutual conciliation any claim, dispute, or controversy (“Dispute”) arising out of, or in relation to this project. Any Dispute shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be conducted in Delhi. The arbitration proceedings shall be conducted in the English language.
- 32 **Undertaking:** I/we have gone through the tender documents and accepted all the terms and condition of the tender and bound by the conditions given in the document as well as scope of work. That we agree that only the technically best tender shall be selected for financial evaluation and since the project is highly specialized in nature, even if one bidder qualifies in the technical bid evaluation process, its financial bid shall be opened and work shall be awarded. That we agree that H1 from amongst qualified bidders may be rejected if the tender award committee feels that the response to tender is not qualified enough for the selected bidder to execute the project on the ground.

**Seen and accepted. Signature of the Authorized Signatory
(With Office Rubber Stamp)**

FORMAT FOR TENDER ASSESSMENT

1.	NAME OF THE ORGANISATION WITH ANY ONE REGISTRATION DOCUMENT	
2.	CORRESPONDENCE ADDRESS	
3.	CONTACT MOBILE NUMBER AND EMAIL ID FOR COMMUNICATION	
4.	NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION	
5.	PROJECT IMPLEMENTATION PLAN AS PER THE TENDER DOCUMENTS (ENCLOSED)	

Certified that the information given above is correct to the best of my knowledge.

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL:

DATE:

FINANCIAL BID

PART-II

TO BE SUBMITTED IN ORIGINAL BID DOCUMENT REQUIRED FOR FINANCIAL BID & SHOULD BE KEPT IN SEPARATE SEALED COVER SUPERSCRIBING **'PART II - FINANCIAL BID - "TENDER TO ENGAGE SERVICES OF AN AGENCY FOR DOCUMENTATION AND PROCESSING OF GENERAL TRADE/ STORAGE LICENSE APPLICATION"**.

ON COMPANY LETTERHEAD

To,
The Commissioner,
East Delhi Municipal Corporation,
Udyog Sadan, Patparganj,
New Delhi – 110092

SUB: Financial Bid - Tender To Engage Services Of An Agency For Documentation And Processing Of General Trade/ Storage License Application.

Sir,

1. We, the undersigned, having carefully examined the referred tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof and consideration of all liabilities and costs involved in the project as per tender documents.
2. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
3. We understand that from the standard rates quoted, EDMC may enter into negotiations with the most competent bidder shortlisted after evaluation and qualification of technical bid for implementation of the project
4. That the taxes shall be paid in addition to service charge as per rates notified by the Competent Authority.
5. That the selected agency shall be allowed to charge Service Tax as applicable as on date of the invoice raised to EDMC by the selected bidder.
6. The financial rates are detailed as under (the bidders are free to provide this information in a supplementary sheet)
7. If there is any difference in rate quoted in words and figure. The rates quoted in words will prevail.

S. NO.	PARTICULARS	Value In Figures (Service Tax & Any Other Taxes As Applicable)	Value In Words (Service Tax & Any Other Taxes As Applicable)
1.	Service Charge / Processing Charges Per License Application As Per Scope Of Work In Tender Documents		

Signature of Authorized Signatory with Seal:

Date:

TECHNICAL BID MARKING CRITERIA

S. NO.	CRITERIA	TOTAL MARKS	SUB COMPONENT	MARKS FOR SUB COMPONENT
1	Mandatory Criteria as per Para 3 of tender documents	100	<p>Any project related to revenue collection for any Govt./Municipal body or any project regarding issuance of municipal licenses subject to eligibility conditions as defined in Para 3 of this tender.</p> <ul style="list-style-type: none"> • The agency having maximum number of such projects shall be given 50 marks and the others shall be given lesser marks proportionately. • The agency having work order of handling maximum number of transactions related to municipal /Govt. revenue collection shall be awarded maximum 30 marks and the others shall be awarded lesser marks proportionately. • Any agency which has managed and executed any work similar to above in Delhi and National Capital Region. 	<p>50</p> <p>30</p> <p>20</p>