



**Project Management Consultancy Services
For
Construction of Automated Multi level Car Parking at Opposite
Cremation ground, Geeta Colony in Shahdara South Zone EDMC.**

Request for Proposal

July 2017

EAST DELHI MUNICIPAL CORPORATION

RFP DOCUMENT

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SECTION-1

REQUEST FOR PROPOSAL

The Executive Engineer (Project-I)/Shah South on behalf of Commissioner, EDMC invites online bids from eligible Consultants/firms/companies registered in any government department or non-registered reputed firms working in this field since last 7 years in Two Envelope System for the work as mentioned below: -

| | | |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of work | Project Management Consultancy Services for Construction of Automated Multi level Car Parking at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC. | |
| 1 | Tender No. | 290698 |
| 2 | Rough Estimated Project Cost | Rs.750.00 lac |
| 3 | Proposed ECS | 150 |
| 4 | Estimated Cost of Consultancy | Rs.37.50 lac |
| 5 | Cost of bid | Rs.1,000/- (Non-refundable) |
| 6 | Earnest Money | Rs.0.75 lac |
| 7 | Time of completion for consultancy work | 15 Months |
| 8 | Rate hold good for | 5 Months |
| 9 | Head of Account | ESCROW |
| 10 | Bids available at | http://mcdetenders.com or http://engineering.mcdetenders.com |
| 11 | Bid Cost, Earnest Money and sealed copy of uploaded T&F bids to be deposited at | Office of Executive Engineer [Pr-I/Sh S] E1/12, Krishna Nagar, Delhi-51 |
| 12 | Pre-bid Meeting date, time and Venue | Time 3.p.m. Date 21.09.17 Office of Superintending Engineer (Project) Spl. Shah. North, EDMC, Opp. ShayamLal College, G.T. Road, Shahdara, Delhi-32. |

- Bid cost & Earnest Money shall be deposited in the form of DDs in favour of Commissioner, EDMC with 2 months validity at the time of submission. The bids not accompanied with bid cost or/and Earnest Money Deposit in prescribed form shall be summarily rejected.

SCHEDULE FOR E-BIDS

| | |
|-------------------------------------------------|---------------------------------------------------|
| Last Date of Download of Bid Document | 25.09.2017 upto 3.00 PM |
| Last Date for Bid Preparation & Hash Submission | 25.09.2017 upto 4.00 PM |
| Close for Bidding | 25.09.2017 at 4.01 PM to 06.00 PM |
| Date of Re-encryption of online Bid | 25.09.2017 at 06.01 PM to 26.09.2017 upto 3.00 PM |
| Date of Opening of Technical Bids | 26.09.2017 at 3.30 PM |
| Date of Opening of Financial Bids | 28.09.17 at 3.00 PM |

The eligibility criteria for the participating consultancy firms are as under: -

1. Financial Capacity:

- a) **Turnover:** - Average annual financial turn over for consultancy works should not be less than Rs. 15.00lac during the last 7 consecutive financial years (from 2009-10 to 2015-16).
- b) **Solvency:** - The consultant will give solvency certificate for an amount of Rs. 16.00 Lacs. Chartered Accountant/Statutory Auditor Certificate shall be submitted as documentary evidence.

2. Experience required:

Experience of having successfully completed the PMC for similar type of consultancy works i.e. Automated Multi level Car Parking during the last 7 years ending previous day of last date of submission of application: -

- Three similar completed consultancy services for work of Rs.300 lac or
Two similar completed consultancy services for works of Rs.450 lac or
One similar completed consultancy services for works of Rs.600 lac or
Has completed the PMC work for min minimum 120 ECS.

- *The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.*

3. Blacklisting or Debarring:

The status of intending bidding Firms should not be blacklisted or debarred by any organization during the time of participation in the present process.

The intending agencies are also required to submit the same copy of the Technical & Financial Bids that would be uploaded online in separate sealed envelopes. The envelope-I marked "Technical Bid only" shall contain technical bid documents, bid cost and required EMD. The Envelope-II shall contain sealed "Financial Bid only". Both the envelopes shall then again be sealed in third envelope which shall have "Name of Work, Detail of bid cost &EMD and Name of Firm" marked on it. For any query contact 9717787916.

**Executive Engineer (Project-I)
Shah South/EDMC**

SECTION-2

INFORMATION TO BIDDERS

A General

Delhi, the Capital of India and the resources available here to earn Living hoods attract the people from whole country to come here and stay. As a result of which its population is increasing day by day considerably. Due to Increase in population and per Capita income in Delhi, the land is become scarcer and dearer. The plots are getting smaller & smaller. The concept of group housing complexes has become an ultimate solution to provide more living units. As such now more land is available for future developments or to provide civic amenities to the increasing population of Delhi.

There was a time when car parking was not a problem at all because there were very few cars in Delhi and every house had a garage to park their vehicles. Individual house had spacious compound. In those days parking on roads & in front of house was almost nil. But now a day, it is becoming a problem for Delhi. People have become habitual of using cars for every movement.

With the boom in production of cars and increasing in purchase capacity of people, there are over nine million cars and two wheelers on the roads of this city and parking of cars has become a great problem here mainly in or near markets, offices and commercial areas.

Further, with the increase in population, new and unplanned Commercial Areas have grown up where sufficient space is not available for public facilities like parking, walking, conveniences etc.

To come over the problem of Car parking, a decision has been taken at apex level to explore the possibilities for providing mechanized multi-level car parking at the various locations in Delhi where it needs more.

1. Scope of Construction Supervision Services

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

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

1.1 Services/Scope of work

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

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

The consultant shall carry out all such duties, which are essential for effective implementation of the construction contract, but not limited to the following major task defined as below:-

1. To carryout soil testing and topographic survey using high precision instruments i.e. total station or equivalent and prepare layout plan indicating the location of all existing utility services and plan for their relocation, trees to be felled or transplanted. The data from the topographic surveys shall be available in (x.y.z.) format for use in a sophisticated digital terrain model (DTM) including preparation of key Plan.
2. To prepare more than one feasibility reports or proposals for having the parking system in consonance with the prevailing bye laws and other statutory regulation of the Government, to prepare detailed architectural, traffic management drawings with the view of optimum utilization of space, structural design, geometrical design, Mechanical ventilation and firefighting system/sprinklers as well as wet riser system, Smoke evacuation during fire, water harvesting system arrangement, drainage system, boundary wall, exist and entry gate, drinking and raw water system and other ancillaries of parking areas etc. any other statutory requirement further the BOQ based on the DSR or market rate with proper analysis of rates & justification.
3. To prepare bid documents for the execution of project.
4. To carryout, structural/geometrical design, and drawing of any other component related with the work but not specifically mentioned above and to do modification in structural design and drawing of the member, if required by the Engineer-in-Charge as per site requirement/suggestions of the proof consultant. The decision of Engineer-in-Charge or his authorized representative in this regard shall be final and binding on the Consultant.
5. To design entire system comprising of all such requirement such as intelligence vehicle access control system (IVACS), parking lot signal, bay guidance system, necessary lighting arrangements following the all design standards such as disability glare, foot candle, full cut of type fixture, horizontal luminance light trespass applied uniformity ratio.
6. To prepare 'Good for Construction' drawings for implementation of project and to provide more detail drawings, if required, by the Engineer-in-Charge. The pattern of submitting drawing shall be decided by the Engineer-in-Charge or his authorized representative. Initially consultant shall submit three sets of design and drawings in hard forms and one in soft form. There after six sets of finally approved design and drawing in hard form and two in soft form. The Consultant shall submit any additional set of drawing and design calculations in the

required no. of copies as may be required by the Engineer-in-Charge.

7. To design entire electrical system comprising of LT/HT system, security system, fire detection system, public address system, access control system. LED based signage's and display system and allied automation control system on digital panel electrical arrangement for the entire project.
8. To prepare drainage design showing locating of turnouts out fall structures.
9. To provide design for suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, delineators etc. environmental example air quality management within out-side or proposed. Emergency evacuation plan, movement plan.
10. To get the design and drawings approved from the Proof Consultants [*tentative list of proof consultants IIT Delhi, IIT Roorkee, Technical University Delhi, CPWD or as decided by EDMC*]. The Consultant shall furnish all the relevant supporting documents, additional design calculations required by the Proof Consultant. The cost of getting the design approved from the proof consultant shall be borne by the consultant.
11. To provide documentation for good practices for maintenance of all the component of project.
12. To provide plan for the smooth movement of traffic nearby the site during the execution of the project without causing undue hindrance to movement of traffic.
13. To obtain all necessary clearances like fire, forest, DUAC, etc. required for implementation of the project from the statutory bodies/concerned agencies; nothing extra shall be paid on this account.
14. To attend pre-bid meeting with the intending bidders and provide clarifications on points other than commercial clarification raised by bidders and to prepare corrigendum and clarified documents, if any, in consultation with the Engineer-in-Charge after pre-bid meeting.
15. To provide every assistance, guidance and advice in general to the Engineer-in-Charge or his authorized representative on any matter concerning all aspects of the project including checking of designs and drawings of formwork, staging, temporary works etc. submitted by the construction contractor.
16. To identify sources of construction materials and vendors list.
17. To help in evaluation of bids, preparation of justification of rates and extend full support in selection of bidder, to attend negotiation meeting conducted by EDMC with lowest bidder.
18. To scrutinize construction program submitted by the contractor including offering comments on the same and further recommendations to the Engineer-in-Charge for his approval.
19. To scrutinize the documents/invoices of material procurement and to assist in getting the mandatory field or laboratory test of materials/items as per CPWD Specifications/norms. To prepare various records such as MAS (material at site account), cement register, bitumen register, hindrance register, mandatory test register, steel register,

road roller register and other records required as per specifications/norms.

20. To give clarifications on contractor's queries pertaining to the interpretation of drawings/design, specifications and other contractual matters.

21. To conduct day to day supervision of the contractor's works to be in accordance with the drawings, specifications scope etc as regards to quantity and quality and report to the Engineer-in-Charge.

22. To conduct day to day monitoring of materials procured for works by the contractors, check for their conformity to meet the contractual requirements and report to the Engineer-in-Charge.

23. To ensure contractor's conformance to the set out construction procedures, safety norms and practices, statutory and any other obligation to be met by him under the contract for its proper fulfillment.

24. To submit the report of feasibility to EDMC for sub letting of any part of the works and maintain regular correspondence with all the contractors in the project on all matters for achieving proper contract management practices .

25. To interpret and evaluate the contractor's claims towards extra or substitute items and other contractual matters including forwarding the recommendations to Engineer-in-Charge.

26. To evaluate the causes for delays in the completion of works if any, assign the reason, source of responsibility for the same including the quantum of such delays and forwarding the recommendations to Engineer-in-Charge however, Engineer-in-Charge will not bind to accept the recommendation of consultant.

27. To make independent measurement and check all quantity measurements and calculations required for payment purpose.

28. To evaluate the progress of the contractor's works with respect to the milestones set in the contract and submit report to Engineer-in-Charge in this regard.

27. To co-ordinate the activities of the various agencies in the project to ensure proper availability of scope and fronts to them in accordance with approved construction schedule.

28. To review the progress and decide action plans as required including preparing the minutes of meeting held in this regard.

29. To submit detailed monthly progress reports of the works of various agencies to EDMC including remarks on the same.

30. To assist Engineer-in-Charge in respect of all matters concerning for resolving of disputes between EDMC and the contractor, including participating in such proceedings as and when called upon to do so.

31. To ensure and check the "As built" drawings submitted by the contractors for their Correctness and accuracy.

32. To assist EDMC in providing clarifications/explanations to observations made from time to time

by the auditors.

33. To direct the contractors to carry out all such works or to do all such things as may be necessary in his opinion to avoid or reduce the risk in case of any emergency affecting the safety of lives or the works or the adjoining properties and to advise Engineer-in-Charge thereon as soon as is reasonably practicable.

34. To maintain project diary containing all the details/events pertaining to the administration of the contract, requests forms and orders given to the contractors and any other information which may at a later date be of assistance in resolving queries / disputes which may arise then.

35. To submit of cash flow statement to Engineer-in-Charge based on the agreed construction schedule and progress of works.

36. To complete construction management services that include day-to-day supervision, management of overall and intermediate schedule, weekly, monthly meetings, physical inspection, day-to-day approvals and certification of invoices.

37. To check the monthly abstract bill of the main project contractor and submit the same to Engineer-in-Charge along with statements and test reports as per contractual provisions with following details:-

- a) Safety and Environment aspects are being followed by the contractor as per contractual conditions and have been scrutinized by Consultant.
- b) The entire technical requirement i.e. availability of technical staff, technical tests have been got completed and quality of work is according to specifications give in the contract/agreement.
- c) The progressive expenditure of the instant bill is within the contractual amount.
- d) Test results/reports are as per specifications.
- e) Contract Labour Act and Rules as per Contract are strictly followed by the contractor and there is no labour dispute at site.
- f) The contractor has accepted the bill.

38. EDMC will appoint an outsider agency to check the work done by main contractor for Quality Audit & Assurance purposes. The finding of the third party shall be binding upon the Consultant as well as the contractor of the main project. No payment shall be released to consultant or contractor unless satisfactory report of the work done is received from Third Party. All the charges of Third Party shall be borne by the consultant.

1.2 Period of Services

Stipulated time for construction of Automated Multi level Car Parking at above mentioned sites is 9 months to be reckoned from the day of award of contract or handing over the site to the contractor whichever is later. As such the period of service for Project Management Consultancy Services will be 15 (fifteen) months from the date of issue of award letter or till the completion of the parking project, whichever is later i.e. if the project construction works need more time for its completion, the period of service for Project Management Consultancy Services shall be extended in proportion to civil contract and nothing extra shall be payable to consultant for the extended period.

B. RFP Document

2. Content of RFP Document

2.1 The RFP document includes those stated below, and should be read in conjunction with any Addenda, if any, issued in accordance with para 4 of this section.

1. RFP
2. Information to Bidders
3. Personnel's Job Descriptions and Qualifications of the Supervision Team
4. General Conditions of Contract
5. Forms for Technical & Financial Bid
6. Location plans

2.2 The bidder is expected to examine carefully the contents of the RFP documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to para19 of this section, bids which as in the opinion of the Engineer-in-Charge are not substantially responsive to the requirements of the RFP document, the proposal will be rejected.

3. Clarification of RFP Documents

The prospective bidder requiring any clarification of the RFP document may e-mail [eepshahsouth@gmail.com] their queries at least 3 days before the Pre-Bid Meeting.

4. Amendment of RFP Documents

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

4.2 Any addendum/corrigendum thus issued shall be part of the RFP documents pursuant to para2 of this section, and shall be communicated in writing or email or through website to all purchasers of the RFP documents. Prospective bidders shall acknowledge receipt of each addendum by writing or through e-mail to the Engineer-in-Charge.

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

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

6. Quoting Price of Project Management Consultancy Services.

6.1 The rates to be quoted by the consultants will be in percentage of estimate cost of project i.e. Rs. 750 Lac in INR of bid schedule. This estimated cost of project will be the base to arrive the total cost of consultancy contract, however the consultancy contract amount shall be restricted to the 5% or the % age quoted herein whichever is less, of

actual awarded cost of main project. The rate 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 taxes whatsoever be excluding the Service Tax.

- 6.2 Prior to quoting the price, the bidder is to understand quantum of supervision works involved, location of the sites, site conditions and other allied factors. The bidder then will make their own assessment of manpower requirement and their deployment in consideration of the” scope of services for Project Management Consultancy Services” enumerated in para 1.2 of this section. The supervision team to be deployed to render the assigned services shall be composed of the following categories of members at the minimum: -

(A) Supervision Team

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

(B) Skeleton team

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

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

C. Preparation of Bids

7. Language of Bid

The RFP shall be prepared in English language. All the documents to be supplied along with bid should also be in English. Future Communications between parties wherever will be required, will be done only in English.

8. Documents comprising the Bids

As mentioned under para 16 of this section.

9. Cost of Bidding

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

10. Bid Prices

10.1 Unless stated otherwise in the RFP documents, the Contract shall be for the whole Work as described in para 1.2 of this section, based on the lump sum consultancy fee submitted by the bidder. The accepted bid shall be the finally arrived contract price.

10.2 All duties, taxes and other levies excluding service tax payable by the Consultant under the Contract, or for any other cause, shall be included in the amount to be quoted by the bidder, and the evaluation and comparison of bids by the Engineer-in-Charge shall

be made accordingly.

- 10.3 No tax shall be reimbursed unless there is any specific order issued by the Govt. in future directing the department for such reimbursement.
- 10.4 Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only, EDMC will not reimburse it.

11. Price escalation

The price quoted by the bidder and finally accepted by the Engineer-in-Charge will not be subjected to any escalation.

12. Currencies of Bid and Payment

The consultancy fees shall be quoted by the bidder only in Indian Rupees and payment will be made in Indian Rupees.

13. Bid Validity

- 13.1 Bids shall remain valid for a period of 5 Months after the date of Bid opening specified in para 22 of this section.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Engineer-in-Charge may request the bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. The bidder agreeing to the request will not be required or permitted to modify his bid.

14. Earnest Money and Bid document Cost

- 14.1 The bidder shall furnish Earnest Money of Rs.75000/- and bid document cost of Rs.1000/-
- 14.2 The Earnest Money and bid document cost shall be furnished in the form of Bank Draft drawn of any Nationalized Bank or Scheduled Bank in India in favour of Commissioner, EDMC.
- 14.3 Any bid not accompanied by an acceptable Earnest Money and bid document cost shall be rejected outright by the Engineer-in-Charge as non-responsive.
- 14.4 The Earnest Money of unsuccessful bidders will be returned as promptly as possible, after issuance of LOA.
- 14.5 The successful Bidder shall have to furnish Performance Guarantee amounting to Rs.200000/- in the form of Bank Guarantee drawn on Nationalized/Scheduled Bank within 15 days of issue of the letter of acceptance and sign the agreement.
- 14.6 The Earnest Money may be forfeited, if: -
- (a) He withdraws his bid during the period of bid validity;
 - (b) He fails within the specified time limit to
 - (i) Sign the Agreement.
 - (ii) Furnish the required Performance Guarantee.

15. Pre-bid Meeting

- 15.1 If required, the Bidders or their official representatives may attend a pre-bid meeting, which will be held in the office of the SE [Project] Spl. Opposite Shyam Lal College, GT Road, Shahdara, Delhi-32 on date and time given in NIT
- 15.2 The Purpose of the meeting will be to clarify issues and to answer questions on any matters those may be raised by the bidders at that stage.
- 15.3 The Bidder is requested to submit any question in writing or by email to reach the Engineer-in-Charge on or before 3 days of pre bid meeting.
- 15.4 Any modification of the bidding documents which may become necessary as result of the pre-bid meeting shall be made by the EDMC exclusively through the issue of an addendum.

16. Format and Signing of Proposal

- 16.1 Bidders would provide all the information as per this RFP and in the specified format. EDMC reserves the right to reject any Proposal that is not in the specified format.
- 16.2 The scanned & duly signed copies of the Proposal should be uploaded on MCD bidding portal i.e. <http://mcdetenders.com/> or <http://engineering.mcdetenders.com> in the sequence given below: -

I. Technical Proposal

- a. Forwarding letter for Technical Bid
- b. Demand Draft or Banker's Cheque of Bank against EARNEST MONEY.
- c. Demand Draft or Banker's Cheque of Bank towards cost of DOCUMENT FEE.
- d. Form T-1 for Financial information.
- e. Form T-2 for banker's certificate.
- f. Form T-3 for details of similar work (s) completed during last 7 years ending last day of the month.....
- g. Form T-4 for projects under execution or award.
- h. Form T-5 for performance report of works referred in C & D.
- i. Form T-6 details of structure & Organization.
- j. Form T-7 for details of Technical & Administrative personnel to be employed for the work.
- k. Form T-8 for details for equipments likely to be used for carrying out the work.
- l. Form T-9 for Power of Attorney.
- m. Form T-9 Undertaking for not Black listed.
- n. Duly signed Integrity pact.

II. Financial Proposal

- 1. Forwarding letter for Financial Bid.

2. Financial bid.

17. Submission of scanned & duly signed copies of Proposals in sealed envelopes

17.1 Duly signed and scanned copies of the Proposal uploaded on MCD bidding portal given in RFP shall also be submitted in sealed envelopes indicating the Name and Address of the Bidder, Name of work “Providing Project Management Consultancy Services for the construction of Automated Multi level Car Parking facility at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC” in the following manner: -

| | |
|--------------|-----------------|
| Envelope-I | Technical Bid |
| Envelope-II | Financial Bid |
| Envelope-III | Envelope-I & II |

17.2 The bids duly sealed and marked as above shall be submitted in Office of
Executive Engineer [Pr-I/Sh S]
E1/12, Krishna Nagar, Delhi-51

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

Note: Online bidders shall upload scanned copy of eligibility criteria on account of submission of Technical Bid on EDMC e-bidding website and deposit the requisite earnest money in the Office of Executive Engineer [Pr-I/Sh S] EDMC, before the opening of Technical Bids.

17.3 EDMC assume no responsibility for the misplacement or premature opening of the proposal, if the submitted envelopes are not sealed and marked properly as mentioned above.

17.4 Late Proposals

Any Proposal received by EDMC after the Proposal Due Date; will not be opened and returned unopened to the Bidder if present at the time of opening.

17.5 Time of Completion and Time Extension

The period of service for Project Management Consultancy Services will be 15 (Fifteen)months from the date of issue of award letter or till the completion of the parking project, whichever is later i.e. if the project construction works need more time for its completion, the period of service for Project Management Consultancy Services shall be extended in proportion to civil contract and nothing extra shall be payable to consultant for the extended period.

18 Conflict of interest

- i. Bidders shall not have a conflict of interest (the “Conflict of Interest”) that affects the RFP Process. Any Bidder found to have a Conflict of Interest will be disqualified.

A Bidder may be considered to have a Conflict of Interest that affects the RFP Process, if:

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

D. Bid Opening and Evaluation

19 Tests of Responsiveness

- 19.1 Prior to evaluation of Proposals, EDMC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:
- (i). It is received on or before the Proposal Due Date.
 - (ii). It contains the information and documents as requested in the RFP.
 - (iii). It contains information in formats specified in the RFP
 - (iv). It is accompanied by the Earnest Money as set out in bid documents.
 - (v). It is signed, sealed and marked as specified in the RFP.
 - (vi). It mentions the validity period as set out in para-13 of this section.
 - (vii). It provides the information in reasonable details "Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by EDMC without communication with the bidder. EDMC reserves the right to determine whether the information has been provided in reasonable detail.
 - (viii) There are no inconsistencies between the proposal and the supporting documents.
- 19.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation is one

which:

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

19.3 Notwithstanding anything contained above, EDMC reserves the right to accept or reject any or all submissions received, or to terminate the entire process at any stage without assigning any reason, without any obligation to inform the bidders of the grounds of EDMC's action and without paying any compensation or refund of bid documents cost. The Bidder hereby declares this acceptable on his submitting this bid.

20 Confidentiality

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

21 Clarifications by Bidders

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

22 Bid Evaluation:

1. The Technical Bid of the Proposal would first be checked for eligibility in terms of the requirements of RFP.
2. The evaluation on the present technical proposal would be qualitative and to the best judgment of EDMC evaluation committee. The specific evaluation criteria are given as under:-

| Attributes | | Evaluation |
|------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Financial Strength (20 Marks) i. Annual turnover [16 marks] ii. Solvency Certificate [4 marks] | a 60% marks for minimum eligibility criteria. b 100% marks for twice the minimum eligibility criteria or more, In between (i) & (ii) – on pro-rata basis |
| B | Experience in similar class of works [20 marks] | a 60% marks for minimum eligibility criteria. b 100% marks for twice the minimum eligibility criteria or more, In between (i) & (ii) – on pro-rata basis |
| C | Performance of works [20 marks] | If TOR i.e. Actual Time/Stipulated Time = |

| | Parameter | 1 | 2 | 3 | >3.5 |
|---|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----|----|------|
| | i) Without levy of compensation | 20 | 15 | 10 | 10 |
| | ii) With levy of compensation | 20 | 5 | 0 | -5 |
| | iii) Levy of compensation not decided | 20 | 10 | 0 | 0 |
| D | Performance of works on Quality [15 marks] | Very Good 15 marks Good 10 marks Fair 5 marks Poor 0 marks | | | |
| E | Personnel & Establishment [15 marks] | Graduate Engineer 3 marks for each Diploma Engineer 2 marks for each but max. 4 marks Supervisory/Computer operator 1 mark for each max 3 | | | |
| F | Office space and Instruments [10 marks] | Office space >75 sqm 5 marks Computers with printers 1mark for each max 3 Plotter max 1 mark Total station max 2 marks | | | |

*The marks so assigned evaluation committee would be final and binding on the bidder. Financial bid of only those Bidders who achieve the Benchmark Score i.e. 60% for their technical proposal and minimum 50% in each of the parameters would be opened.

3. The composite score under the technical proposal would be the arithmetic sum of the marks assigned to the bidders under each of parameters.
4. The bench mark score to be achieved for technical submission is as per para 19.
5. In case the Technical Proposal is found fulfilling the above qualification criteria, the financial proposal of all such technically qualified bidders shall be opened.
6. The Financial Bid would be evaluated and ranked on the basis of the quote submitted by the bidders. The bidder who quotes lowest Financial Bid among the technically qualified bidders shall be ranked as L-1 Bidder.

E. Award of Contract

23 Declaration of Successful Bidder

Upon acceptance of the Proposal of the L-1 Bidder after having the quoted price and justified price compared and after conducting negotiations if required, EDMC shall declare the L-1 Bidder as the Successful Bidder.

24 Notification(s) and Letter of Award (LOA)

EDMC will notify the L-1 Bidder by e-mail and by a Letter of Acceptance (LOA) that its Proposal has been accepted.

25 Execution of Contract Agreement

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

SECTION-3

PERSONNEL'S JOB DESCRIPTIONS & QUALIFICATIONS OF THE SUPERVISING TEAM

(1) Team Leader cum Structural Engineer:- Job Description

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

Qualification

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

(2) Quantity Surveyor:- Job Description

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

Qualification

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

(3) Electromechanical Engineer:-Job Description

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

Qualification

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

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

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

Qualification

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

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

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

SECTION-4

GENERAL CONDITIONS OF CONTRACT

1. Definitions

- i. “EDMC” means the East Delhi Municipal Corporation a body formed under the Delhi Municipal Act, 1957 including amendments and includes any other authorities, agencies and instrumentalities functioning under the direction or the control of the East Delhi Municipal Corporation and its administrators, successors and permitted assigns.
- ii. “Engineer-in-Charge” means the Engineer Officer who shall supervise and be the incharge of the work and who shall sign the contract on behalf of the EDMC, certify payments, and award the extension of time.
- iii. “Contract”, “Consultancy Contract”, “Consultancy Contract/Services” means the contract between EDMC and the Consultant consisting of this Contract and the documents listed therein.
- iv. “Consultant” means the Consultant who may be engaged for Project Management Consultancy work of the project.
- v. “Department”, “Engineer-in-Charge” or “Client” means EDMC or its authorized representative.
- vi. “Contractor” means the agency who will execute the main project.
- vii. The ‘Site’ shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street, which may be allotted or used for the purpose of carrying out the contract.
- viii. The expression ‘works’ of ‘work’ shall, unless there be something either in the subject of context repugnant to such scope of RFP, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

2. Time of Completion

- a. The period of service for Project Management Consultancy Services will be 18 (Eighteen) months from the date of issue of award letter or till the completion of the parking project, whichever is later.
- b. If the project construction works need more time for its completion, the period of service for Project Management Consultancy Services shall be extended in proportion to civil contract and nothing extra shall be payable to consultant for the extended period.
- c. When there is an upward revision of time schedule of the project, the Consultant shall seek extension of time, well in advance from Engineer-in-Charge, bringing out reasons seeking such extension. Engineer-in-Charge has the sole authority to accord extension of time, with or

without compensation in favour of Engineer-in-Charge. No extra payment shall be made to the consultant for the extended period, if any.

3. Performance Guarantee

- a) For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day of/or before signing the contract which shall not be later than 15 days from the issue of the Letter of Acceptance, furnish Performance Guarantee (on the format prescribed by EDMC) from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant. The Bank Guarantee shall remain valid initially for 24 months or 6 months after successful completion of the services to EDMC whichever is later. The Earnest Money shall, however be forfeited in case the Consultant fails to submit the Performance Guarantee in the stipulated period.
- b) The Bank Guarantee shall be in favour of Commissioner, EDMC payable at New Delhi. The Bank Guarantee should be (in the prescribed format given herein) issued from any Nationalized Bank/Scheduled Bank.
- c) It is expressly understood and agreed that the performance guarantee is intended to secure the performance of entire contract but not to be construed to cover any damages detailed/stipulated in various clauses in the Contract document.
- d) The performance guarantee will be discharged by EDMC and returned to the Consultancy firms after 6 months of successful completion of the services to EDMC.
- e) EDMC reserves the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- f) Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to EDMC before the expiry date of the Bank Guarantee originally furnished.

4 Security Deposit

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the consultant till it become 5% of agreed amount of the contract. The EMD shall be adjusted first for security deposit.

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

EDMC reserves the right of forfeiture of the security deposit in additions to other claims

and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

5 Law Governing Contract

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

6 Taxes and Duties

The consultant shall pay their own taxes of all kinds including corporate income taxes and personnel income taxes, duties, fees, levies and other impositions in connection with providing the services under this contract.

7 Effectiveness of contract

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

8 Modification

No modification in the terms and conditions of this contract will be made after signing the agreement by the parties.

9 Liability to the Consultants

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

10 Indemnification of the Client by the Consultants

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

11 Indemnification of the Consultants by the Client

The Client shall keep the Consultants, both during and after the term of this Contract, fully and effectively indemnified all losses, damage, injuries, deaths, expenses, actions, proceedings,

costs and claims, including but not limited to, legal fees and expenses, suffered by the Consultants or any Third Party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the Client or his employees or agents.

12 Payment to the consultant

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

| Sr. No. | Description | Payment |
|---------|------------------------------------------------------------------------------|---------|
| 1. | On submission of inception report | 10% |
| 2. | On Submission of Bid Document | 20% |
| 3. | On submission of Design Document | 20% |
| 4. | Supervision of site, monitoring related to Contract Bills on pro-rata basis. | 50% |
| | Total | 100% |

(ii) Consultant shall not be eligible for payment for the next stage till the satisfaction of the Engineer-in-Charge the work of previous stage.

(iii) The payment for each stage can be released in part on pro-rata basis at the discretion of the Engineer-in-Charge or his authorized representative.

(iv) Engineer-in-Charge or his authorized representative can order for reduction/variation in the scope of services which will be paid after suitable appropriation/adjustment based on the conversion of bided rates for the proposed Consultancy Services.

13 Sub – Consultant

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

14 Reporting Requirement

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

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

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

15 Expiration of Contract

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

16 Force Majeure

16.1. Definition

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

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party’s Sub- consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

16.2. No Breach of Contract

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

16.3. Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

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

16.4. Extension of time

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

16.5. No Payment admissible for reactivating the Services

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall not be entitled for reimbursement of any additional cost for the purposes of the Services and in reactivating the Services after the end of such period.

16.6. Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

17 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

18 Termination of contract by the EDMC

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

(a) If, the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 19 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing :

(b) If, the Consultants become insolvent or bankrupt or enter into any agreements with

their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If, the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 16 hereof;

(d) If, the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

(e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

19 Fairness and Good Faith

19.1. Good Faith

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

19.2. Operation of the Contract

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

20 Settlement of Disputes

20.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

20.2. Arbitration Dispute Settlement

In case of disputes or differences arising between the EDMC and Consultant relating to any matter arising out of and/or connected with this agreement, such disputes or difference shall be settled in accordance with the provision of Arbitration and Conciliation Act, 1996.

The disputes shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be selected and appointed by the EDMC out of a list of three names recommended by the Consultant. The decision of the Sole Arbitrator shall bind the parties finally and conclusively. Both Parties to the arbitration shall equally share the cost of the arbitration.

21 Inspection & Review of the progress of work

The Engineer-in-Charge may inspect and review the progress of works and may issue appropriate directions to the Consultant/members of the supervision team for taking necessary action.

SECTION-5

FORMS and FORMATS FOR TECHNICAL & FINANCIAL BIDS

| S. No. | Description | Page |
|--------|-----------------------------------------------------------------------------------|-------|
| 1 | Letter for submission of Technical Bid | 29 |
| 2 | Form T-1, Financial Information | 30 |
| 3 | Form T-2, Solvency Certificate | 31 |
| 4 | Form T-3, Details of similar work | 32 |
| 5 | Form T-4, Details of works under execution or award | 33 |
| 6 | Form T-5, Performance report of Work | 34 |
| 7 | Form T-6, Structure and Organization | 35 |
| 8 | Form T-7, Details of Technical & Administrative personnel to be employed for work | 36 |
| 9 | Form T-8, Details of equipments likely to be used for work | 37 |
| 10 | Form T-9, Power of Attorney | 38 |
| 11 | Form T-10, Undertaking for not blacklisted | 39 |
| 12 | Letter for submission of Financial Bid | 40 |
| 13 | Form F-1, Financial Proposal | 41 |
| 14 | Format for agreement | 42-43 |
| 15 | Format of Bank Guarantee for PG | 44-45 |
| 16 | Format for Integrity Pact | 46-50 |

INFORMATION REGARDING ELIGIBILITY AND TRANSMITTAL OF TECHNICAL PROPOSAL

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

M/s.....

.....

.....

To

Executive Engineer
Project-I Shahdara South,
East Delhi Municipal Corporation

Name of work: - Project Management Consultancy Services for construction of Automated Multi level Car Parking at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC.

Sir,

Having examined the details given press notice and bid document for above referred bid, I/We unconditionally accept the bid conditions and bid documents in its entirety and submit my/our proposal with relevant information: -

1. I/we hereby certify that all statement made and information supplied in the Technical Bid i.e. forms T-1 to T-8 and accompanying statement is true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified Solvency Certificate and authorize the Executive Engineer [Pr-I/Sh S], EDMC to approach the bank issuing the solvency certificate to confirm the correctness thereof and to approach individuals, Engineer-in-Charges, firms or corporations to verify my/our competence and general reputation.
4. I/We have uploaded the scan copy of the following documents forming part of the bid document: -
 - a) Demand Draft or Banker's Cheque of Bank against EARNEST MONEY.
 - b) Demand Draft or Banker's Cheque of Bank towards cost of DOCUMENT FEE.
 - c) Form T-1 for Financial information.
 - d) Form T-2 for banker's certificate.
 - e) Form T-3 for details of similar work (s) completed during last 7 years ending last day of the month....
 - f) Form T-4 for projects under execution or award.
 - g) Form T-5 for performance report of works referred in C & D.
 - h) Form T-6 details of structure & Organization.
 - i) Form T-7 for details of Technical & Administrative personnel to be employed for the work.
 - j) Form T-8 for details for equipments likely to be used for carrying out the work.
 - k) Form T-9 Power of Attorney.
 - l) Form T-10 Undertaking for not Black listed.
 - m) Duly signed Integrity pact.

Yours faithfully,

(Sign of the bidder)

With rubber stamp

Note: Technical bid must be page numbered and page number of above required documents from "a to m" be written in front of them.

FORM T-1

FINANCIAL INFORMATION

Name of work: - Project Management Consultancy Services for construction of Automated Multi level Car Parking at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC.

1. Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last 7 consecutive financial years duly certified by the Chartered Accountant as submitted to Income Tax Department: -

| Description | Financial Year | | | | | | |
|-----------------------|----------------|---------|---------|---------|---------|---------|---------|
| | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 2015-16 |
| Gross annual turnover | | | | | | | |
| Profit or loss | | | | | | | |

2. Financial arrangements for the present work: -

3. Solvency Certificate

Signature of authorized signatory
(Rubber Stamp)

FORM T-2

CERTIFICATE FROM A SCHEDULE BANK

[To issued on Bank's Letter Head]

This is to certify that to the best our knowledge and information that M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for engagement upto a limit of Rs..... (Rupees.....).

This certificate is issued without any guarantee of responsibility on the bank or any of the officers.

Signature for Bank

FORM T-3

DETAILS OF SIMILAR WORK(S) COMPLETED DURING LAST 7 YEARS ENDING LAST DAY OF THE MONTH.....

| S. No. | Name of work and Location | Owner or sponsoring organization | Cost of work (lac) | Date of start as per agreement | Stipulated date of completion | Actual date of completion | Litigation/ arbitration case pending/ in progress with details* | Name & address with telephone of officer to whom reference may be made | Remarks |
|--------|---------------------------|----------------------------------|--------------------|--------------------------------|-------------------------------|---------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

- Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of authorized signatory
(Rubber Stamp)

FORM T-4

DETAILS OF WORK(S) UNDER EXECUTION OR AWARD

| S. No. | Name of work and Location | Owner or sponsoring organization | Cost of work (lac) | Date of start as per agreement | Stipulated date of completion | Upto date percentage progress of work | Slow progress if any and reason thereof | Name & address with telephone of officer to whom reference may be made | Remarks |
|--------|---------------------------|----------------------------------|--------------------|--------------------------------|-------------------------------|---------------------------------------|-----------------------------------------|------------------------------------------------------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Signature of authorized signatory
(Rubber Stamp)

FORM T-5

PERFORMANCE REPORT OF WORK(S) REFERRED TO IN FORM T-3

1. Name of work
2. Agreement No.
3. Estimated Cost
4. Bided Cost
5. Date of start
6. Date of Completion
 - a) Stipulated date of completion
 - b) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rates, if any
9. Performance report: -
 - I. Quality Very Good/Good/Fair/Poor
 - II. Financial soundness Very Good/Good/Fair/Poor
 - III. Technical proficiency Very Good/Good/Fair/Poor
 - IV. Resourcefulness Very Good/Good/Fair/Poor
 - V. General behavior Very Good/Good/Fair/Poor

Date

Executive Engineer or
Equivalent

This performance report must be on the letter head of the concerned department/organization with stamp of signatory.

STRUCTURE AND ORGANIZATION

1. Name and address of bidder
2. Telephone No./Fax No./email address
3. Legal status of bidder (attach attested copy of legal document)
 - a) An individual
 - b) A proprietary
 - c) A firm in partnership
 - d) A limited company or corporation
4. Particulars of registration with various Govt. bodies (attach attested copy)

| Organization/Place of registration | Registration No. |
|------------------------------------|------------------|
| 1 | |
| 2 | |
5. Names and titles of Directors & officers with designation to be concerned with this work
6. Designation of individuals authorized to act for the organization:
7. Was the bidder ever required to suspend the work for a period of more than 6 months continuously after he commenced the work? If so, give the name of work and reasons of suspension of work:
8. Has the bidder or any constituent partner, in case of partnership firm ever abandoned the awarded work before its completion? If so, give name of work and reasons of abandonment:
9. Has the bidder or any constituent partner, in case of partnership firm ever been debarred/blacklisted for bidding in any organization ay any time? If so, give details:
10. Has the bidder or any constituent partner, in case of partnership firm ever convicted by court of law? If so, give details:
11. In which field of Civil Engineering, the bidder has specialization:

Signature of bidder with seal

FORM T-9

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

Know all men by these presents, We_(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position of ____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the work of **Project Management Consultancy Services for construction of Automated Multi level Car Parking at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC** including signing and submission of all documents and providing information/ responses to EDMC in all matters in connection with our Proposal. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the Day of ____20____

For _____

(Name, Designation and Address)

(Accepted_____Signature)

(Name, Title and Address of the Attorney)

Date :

NOTE: -

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

FORM T-10

UNDERTAKING FOR NOT BLACKLISTED

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

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

.....
STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

FORWARDING LETTER FOR SUBMISSION OF FINANCIAL PROPOSAL

To

Executive Engineer
Project-I/Shahdara South
East Delhi Municipal Corporation

Name of work:- Project Management Consultancy Services for construction of Automated Multi level Car Parking at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC.

Sir,

1. In accordance with the Conditions of Contract and Specifications furnished by EDMC and Addenda for execution of the above work, we the undersigned offer to provide the Project Management Consultancy Services for the amount quoted by us in the uploaded Financial Proposal in accordance with the conditions of the bid document.
2. We undertake, if our Bid is accepted, to commence the Works as soon as possible after the receipt of the notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Bid.
3. We agree to abide by this Bid for 5 months and it shall remain binding upon us and may be accepted at any time before the expiration of that date.
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive. Dated this day of, 2017

Signature.....

In the capacity of

Duly authorized to sign bids for and on behalf of.....

Address:

Note: Financial bid must be page numbered.

FORM F-1

FINANCIAL PROPOSAL

Name of work: - Project Management Consultancy Services for construction of Automated Multi level Car Parking at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC.

| Sl. No. | Description | Amount(Rs.) in figure | Amount(Rs.) in words |
|---------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 1 | Project Management Consultancy charges for providing complete "Project Management Consultancy Services as per scope of work. | Rate to be quoted by the bidder "Specimen" Rs..... @.....% of bid cost | Rate i.e. % age in word..... Cost i.e. amount in word..... |

Note:-

1. The rates to be quoted by the consultants will be in percentage of estimate cost of project i.e. Rs. 750 Lac in INR of bid schedule. This estimated cost of project will be the base to arrive the total cost of consultancy contract, however the consultancy contract amount shall be restricted to the 5% or the % age quoted herein whichever is less, of actual awarded cost of main project. The rate 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.
2. Rate 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.
3. The rates to be quoted both in figures and words.
4. The rates mentioned in words shall be considered in case of any difference.

(Sign of the bidder)
With rubber stamp

FORMAT OF AGREEMENT

Name of work:- Project Management Consultancy Services for construction of Automated Multi level Car Parking at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC.

This CONTRACT (hereinafter called the "Contract") is made the ___day of the month of _____2017 between, on the EDMC (hereinafter called the "Client") and M/s_____ (hereinafter called the "Consultants").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

**FOR AND ON BEHALF OF
EDMC**

**FOR AND ON BEHALF OF
CONSULTANTS**

**By
Authorized Representative**

**By
Authorized Representative**

Witness 1:

Witness 1 :

Witness 2:

Witness 2:

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GURANTEE

In consideration of the South Delhi Municipal Corporation (hereinafter called "EDMC") having offered to accept the terms & condition of the proposed agreement between _____ [hereinafter called "the said Consultant"] for the work of **Project Management Consultancy Services for construction of Automated Multi level Car Parking at Opposite Cremation ground, Geeta Colony in Shahdara South Zone EDMC** (hereinafter called "the said Agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rs. _____ only) as security /guarantee from the Consultant for compliance of his obligations in accordance with the terms & conditions in the said agreement. We, _____ (indicate the name of the Bank) (hereinafter referred to as 'The Bank') hereby undertake to the pay to the EDMC an amount not exceeding Rs. _____ (Rs _____ only) on demand by the EDMC.

1. 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 EDMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs _____ only).
2. We, _____ (indicate the name of the Bank) further undertake to pay to the EDMC any money so demanded not withstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
3. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.
4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the EDMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the EDMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank) further agree with the EDMC that the EDMC 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 EDMC 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 EDMC or any indulgence by the EDMC to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

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

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

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

DATE.....

.....

(SIGNATURE OF THE BANK)

WITNESS

(BANK SEAL)

.....

(Signature, Name and Address)

INTEGRITY PACT

BETWEEN

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

AND

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

Preamble

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

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

1 - Commitments of EDMC

(1) EDMC commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of EDMC, personally or through family members or through any other channel, will in connection with the bid for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

b. EDMC will during the bid process treat all Consultant /Bidder(s) with equity and reason. EDMC will in particular, before and during the bid process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Consultant /Bidder(s), confidential/additional information through which the Consultant could obtain an advantage in relation to the bid process or the contract execution.

c. EDMC will exclude from the process all known prejudiced persons. **EDMC shall** obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If EDMC obtains information on the conduct of any of its employees, Consultant(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, EDMC will inform the Chief Vigilance Officer and **subject to its discretion**, can **additionally** initiate disciplinary actions.

(3) EDMC will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project.**

(4) The Principal will disqualify from the bid process all Consultant(s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

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

(1) The Bidder(s) / Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

(a) The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm offer, promise or give to any of EDMC's employees involved in the bid process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the bid process or during the execution of the contract.

(b) The Bidder(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Consultant(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by EDMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(e) The Bidder(s)/ Consultant(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

(1) If the Bidder(s)/ Consultant(s), before awarding the Project or during execution has committed a transgression by violating 2 above or in any other form so as to put his reliability or credibility in question, EDMC, at its sole discretion, is entitled to disqualify the Bidder(s)/ Consultant(s) from the bid process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to EDMC under the relevant clauses of GCC /SCC of the bid/contract.

(2) If the Consultant(s)/Bidder(s) has committed a transgression through a violation of any of the terms under 2 above or in any other form such as to put his reliability or credibility into question, EDMC will also be entitled to exclude such Consultant(s)/Bidder(s) from future bids/contract award processes. The imposition and duration of the exclusion will be

determined by EDMC, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under 2 above or any other term(s) of this Pact, during the execution of contract, EDMC will be entitled to exclude the contractor from further bid/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Consultant(s)/Bidder(s) can prove that he has restored/recouped the damage to EDMC caused by him and has installed a suitable corruption prevention system, EDMC may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

4: Compensation for Damages

(1) If EDMC has disqualified the Bidder(s)/ Consultant(s) from the bid process prior to the awarding of the Project according to 3, the Earnest Money Deposit (EARNEST MONEY)/Earnest Money furnished, if any, along with the offer, as per terms of the Invitation of Bid, shall also be forfeited. The Bidder(s)/ Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant(s)/Bidder(s) as may be imposed by EDMC, in terms of 3 above.

(2) If, at any time after the awarding of the Project, EDMC has terminated the contract according to 3, or if EDMC is entitled to terminate the contract according to 3, the Security Deposit/Performance Bank Guarantee furnished by the Consultant(s), if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to EDMC under the relevant clauses of General/ Special Conditions of Contract.

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

5: Previous transgression

(1) The Bidder(s)/Consultant(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the bid process.

(2) If at any point of time during the bid process or after the awarding of the Contract, it is found that the Bidder(s)/ Consultant(s) has made an incorrect statement on this subject, he can be disqualified from the bid process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/ Consultant(s) can be blacklisted in terms of 3 above.

6: Independent External Monitor / Monitors

(1) EDMC shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, EDMC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, EDMC.

(4) The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of EDMC including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s) / Consultant(s) with confidentiality.

(5) EDMC will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between EDMC and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform EDMC and request EDMC to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the MD, EDMC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the MD, EDMC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, EDMC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, EDMC.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

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

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

8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

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

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

9 Other provisions

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

(For & On behalf of EDMC)
(Office Seal)

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

Place &Date

Witness1

Witness2

SECTION-6

LOCATION PLAN OF SITES

