

Preliminary Feasibility Study
for
Selection of Multilevel Car Parking Systems
for
Identified 30 Parking Sites
in
EDMC area, Delhi.

Request for Proposal

EAST DELHI MUNICIPAL CORPORATION

Executive Engineer,
Project – I, Shahdara South.
E1/12, Krishna Nagar,
New Delhi- 110051

CONTENTS

Section 1.	Draft Notice Inviting RFP
Section 2	Information to Consultancy Firm
Section 3	Personnel's Job Descriptions & Qualifications of the Supervising Team
Section 4	General Conditions of Contract
Section 5	Financial Proposal and Unit Rates
Section 6	FORMS
Section 6A	Form of Technical Proposal
Section 6B	Form of Financial Proposal
Section 6C	Form of Agreement
Section 6D	Form of Bank Guarantee for Performance Security
Section 6E	Form of Undertaking for Not Blacklisted
Section 6F	Form of Integrity Pact
Section 6G	Form of Power of Attorney for Signing of Proposal

SECTION 1

REQUEST FOR PROPOSAL

The Executive Engineer (Project-I)/Shah South on behalf of Commissioner, EDMC invites manual 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	Preliminary Feasibility Study for selection of Multi-Level Car Parking systems for identified 30 Parking Sites in EDMC area, Delhi.
1 Tender No.	307307
2 Proposed Sites	30 Nos
3 Estimated Cost of Consultancy	Rs. 60.00 lac
4 Cost of bid documents	Rs. 1,000/- (Non-refundable)
5 Earnest Money	Rs. 1.20 lac
6 Time of completion for consultancy work	04 Months
7 Rate hold good for	06 Months
8 Head of Account	93-3018
9 Bids documents available at	Online from http://www.engineering.mcdetenders.com & http://www.mcdonline.gov.in Manual from the office of EE(Pr)-I Shahdara South, E-1/12, Krishna Nagar, Delhi-110051.
10 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
11 Pre-bid Meeting date, time and Venue	Time 3.p.m. Date 18.04.2018 Office of Superintending Engineer (Project) Spl. Shah. North, EDMC, Opp. Shayam Lal College, G.T. Road, Shahdara, Delhi-32.

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

- *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/ Purchase of Bid Document	25.04.2018 upto 11.00 AM
Close for Bidding	25.04.2018 at 11.30 AM
Date of Opening of Technical Bids	25.04.2018 at 11.45 AM
Date of Opening of Financial Bids (Tentative)	02.05.2018 at 11.00 AM

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. 18.00 lac 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. 24.00Lac. 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. 24 lac
or

Two similar completed consultancy services for works of Rs. 36 lac
or

One similar completed consultancy services for works of Rs. 48 lac
or

Has completed the PMC work for min 160 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 manually 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 CONSULTANCY FIRM**

SECTION 2: INFORMATION TO CONSULTANCY FIRM Table of Clauses

A. General

1. Scope of Project
2. Eligible Bidders
3. Qualification of the Bidder
4. Participation in Bids
5. Cost of Bidding

B. RFP Documents

6. Content of RFP Documents
7. Clarification of RFP Documents
8. Amendment of RFP Documents
9. Personnel's Job Descriptions & Qualifications of the Supervising Team
10. Quoting Price of Preliminary Feasibility Study Services

C. Preparation of Bids

11. Language of Bids
12. Documents comprising the Bid
13. Bid Prices
14. Currencies of Bid and Payment
15. Bid Validity
16. Earnest Money
17. Pre-Bid Meeting
18. Format and Signing of Proposal
19. Submission of Proposals

D. Bid Opening and Evaluation

20. Test of Responsiveness
21. Confidentiality
22. Clarification by Bidders
23. Bid Evaluation

E. Award of Contract

24. Declaration of Successful Bidder
25. Notifications
26. EDMC Right to Accept or Reject Proposal
27. Letter of Award (LOA) and Execution of Contract Agreement
28. Taxes
29. Security Deposit

SECTION 2: INFORMATION TO CONSULTANCY FIRM A. GENERAL

1 Scope of Project

1.1 Project Background

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

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

The East Delhi Municipal Corporation has undertaken the development of Automated Multilevel above Ground Car Parking facilities including the project execution responsibilities. **The proposal is to study 30 parking sites and prepare preliminary feasibility report which will help EDMC to select suitable Automated Multilevel Car parking system**, depending upon type of cars, requirement of parking spaces, size of parking site, optimization of land use within building byelaws, traffic flow and selection of best available parking technology, to reduce the congestion from public areas in EDMC has, hence decided to invite the proposals from the reputed consultancy firms for preparation of Preliminary Feasibility Study Services for selection of Multi level Car Parking systems in EDMC area, Delhi. The tentative list of parking locations is as under: -

S. No.	Location of Parking sites	Area (Sqm)
1	Janta Flats GTB Enclave Dilshad Garden	700
2	DDA land near Max Hospital, IP Extn. Patparganj.	2280
3	Old Sabji Mandi, 16 block, Geeta Colony, Patparganj	1235
4	Adjoining Max Hospital, Mother Dairy	2000
5	Opposite SDM Office Seelampur Near Petrol Pump	1000
6	A-Block Gokalpuri near Police station	840

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

7	Near B-6/280, Nand Nagari, Ward No. 243	1000
8	A-Block, Gokal Puri (primary School)	3125
9	Covered Apsra Border, near Dilshad Garden Metro Station	2500
10	Anaj Mandi Shahadara	2000
11	Loha Mandi, Seelampur	2250
12	Adjoining to Group Housing Society near Community Centre, Vishwas Nagar	20000
13	Near Pump House, Road No. 65, Jafarabad	1100
14	Near Community Centre [Old CTC], Z-block, Seelampur	1800
15	Rathi Mill Loni Road	2000
16	Near Shakarpur Police station	1315
17	Kishan Kunj Adjoining in front of Shakarpur thana	1484
18	South Ganesh Nagar Chowk Patparganj Road	3480
19	Adjoining Saraswati Kunj Society, Patparganj	8750
20	Jag Pravesh Chandra Hospital, Shastri Park	880
21	C-3 Block Nand Nagari	2257
22	Covered Parking B-3 Block Nand Nagar	3490
23	Near Shastri Park Red Light Opposite IT Park.	2950
24	DDA Land 2nd Pusta Road old Usmanpur Village.	2100
25	Community Centre Mayur Vihar Phase-III, Kondli Village.	3530
26	K-Block, Sunder Nagari	1350
27	J Block Sunder Nagar	530
28	In front of Parmanand Hospital, west Vinod Nagar (T-point, Mangalam Narwana Road)	780
29	Near Mayur Vihar Phase-I Police Station	2250
30	Near Pankaj Plaza Joshi Colony, IP Extn. Patparganj.	3853

(Note: The number of locations may be reduced/ increased and the amount of feasibility study fee would be proportionately corrected/changed)

1.2 Scope of Feasibility Study Services

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

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

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

1.2.1 Services/Scope of work

The Consultant shall perform all works necessary to study the parking sites, traffic flow, parking spaces requirement, building byelaws of the sites above mentioned contract package under control and guidance of the Engineer and the Employer ensuring accomplishment of suggestions for selection of best suited parking system as per works contract in accordance with the specifications and within the time frame of implementation programme.

In the context, EDMC intends to higher the service of Consultancy Services for selection of Automated Multilevel Car Parking in EDMC Area. Consultant shall carry out all such duties, which are essential for effective implementation of the consultancy contract, as mentioned in, but not limited to the following major task defined as below:-

1. Topographic survey and prepare layout plan indicating trees or any structures to be removed from site. The data from the topographic surveys shall be used for preparation of key Plan.
2. To prepare the feasibility report for having the parking system in consonance with the prevailing bye laws and other statutory regulation of Govt. instrumentalities in addition to prepare preliminary locations of parking facility and traffic flow plan with the view of optimum utilization of space and selection of best available automated multilevel car parking technology.

1.2.2. Period of Services

Stipulated contract period submission of Preliminary Feasibility Study report for selection of Multi level Car Parking systems in EDMC area, is 4 months to be reckoned from 7th day from award of contract.

2. Eligible Bidders

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

2.2 Bidder must not have been blacklisted or debarred by any central/state government department or public sector undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit undertaking to this effect in Performa as given in, Section 6E.

3. Qualification of the Bidder

Eligibility and Qualification Criteria.

3.1 Technical Experience:

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

ELIGIBILITY CRITERIA:-

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

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

One similar completed consultancy services for works costing more than 48 Lakhs
Or

Two similar completed consultancy services for works costing more than 36 Lakhs
Or

Three similar completed consultancy services for works costing more than 24 Lakhs
Or

Experience of having provided Feasibility Study or Design Services or PMC Services for the work of automated multilevel car parking for more than 160 cars.

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

3.2 Financial Capacity:

c) **Turnover:-**

Average annual financial turn over for consultancy works should not be less than 18.00 lakhs during the immediate last 7 consecutive financial years. Only audited report/statement of the participants will be considered. The loss shall not be more than two consecutive years.

d) **Solvency:-**

The consultant will give solvency certificate for an amount of Rs. 24.00 Lakhs (40% of the estimated cost of the consultancy work). Chartered Accountant/Statutory Auditor Certificate shall be submitted as documentary evidence.

4. Participation in Bids

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

5. Cost of Bidding

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

B. RFP Document

6. Content of RFP Document

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

1. Notice Inviting RFP
2. Information to Consultancy Firm
3. Personnel's Job Descriptions and Qualifications of the StudyTeam
4. General Conditions of Contract
5. Financial Proposal containing Billing Schedule and Unit rates
6. Form of Bid
7. Form of Agreement
8. Form of Bank Guarantee for Performance Security
9. Form of undertaking for Not Blacklisted
10. Integrity pact

6.2 The bidder is expected to examine carefully the contents of the RFP documents.

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

7. Clarification of RFP Documents

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

8. Amendment of RFP Documents

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

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

9. Personnel’s Job Descriptions & Qualifications of the Study 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 exp as given in Section 3.

10. Quoting Price of Preliminary Feasibility Study Services.

10.1 Prior to quoting of price the bidder is to understand quantum of study works involved, location of the site, site condition and other allied factors. The bidder then will make their own assessment of manpower requirement and propose their deployment in consideration of the“ scope of services for Preliminary Feasibility Study Report Consultancy Services” enumerated in Cl

1.2. The study 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. Data Surveyor | – Part Time | = 8 no. |
| 3. Data Entry Operators | – Full Time | = 1no. |

(B) Skeleton team

- | | | |
|------------------|-------------|---------|
| 1. Data Analyzer | – Part Time | = 1 no |
| 2. Cad Operators | – Part Time | = 1 no. |

Note:-. (i) Part time means minimum 3(three) days a week or 4 Hrs a day.

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

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

Sl. No.	ITEM	Amount(Rs.) in figure	Amount (Rs.) in words
1.	Preliminary Feasibility Study and Submission of Study Report for selection of Appropriate Automated Multilevel car Parking Technology for 30 sites. (Excluding Goods and Goods and Service Tax).		

10.2 Price escalation

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

C. Preparation of Reports

11. Language of Report

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

12. Documents comprising the Bids

As mentioned under clause 18.

13. Bid Prices

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

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

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

14. Currencies of Bid and Payment

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

15. Bid Validity

15.1 Bids shall remain valid for a period of 2 Months after the date of Bid opening specified in Clause 23.

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

16. Earnest Money

16.1 The bidder shall furnish, as part of his bid, Earnest Money in the amount of Rs.1,20,000/- (Rupees One Lacs twenty thousand only).

16.2 The Earnest Money shall be furnished in the form of Bank Demand Draft in favour of Commissioner, EDMC drawn on Nationalized Bank of India.

16.3 Any bid not accompanied by an acceptable Earnest Money and Tender cost shall be rejected outright by the Employer as non-responsive.

16.4 The Earnest Money of unsuccessful bidders will be returned as early as possible.

16.5 The successful Bidder shall have to furnish performance guarantee amounting to Rs.3,00,000/- (Rupees Three Lakhs) in the form of Bank Guarantee/Demand Draft in favour of Commissioner, EDMC drawn on Nationalized/Scheduled Bank within 10 days of issue of the letter of acceptance and signing of the agreement.

16.6 The Earnest Money may be forfeited

- a) if the bidder withdraws his bid during the period of bid validity;
- b) if the bidder does not accept the correction of his bid price, pursuant to Sub-Clause 27.2 or
- c) In the case of a successful bidder fails within the specified time limit to
 - (i) sign the Agreement
 - (ii) furnish the required performance security/guarantee.

17. Pre-bid Meeting

17.1 If required, the Bidder or his official representative may attend a pre-bid meeting, which will be held on scheduled date as per NIT.

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

17.2 The Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 The Bidder is requested to submitted any question in writing or by email to reach the EDMC on or before

17.4 The text of the questions raised and the responses given, will be uploaded on EDMC website. 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 addendum.

18. Format and Signing of Proposal

18.1 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.

18.2 The Proposal should be submitted in two parts:

a. Technical Proposal

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

b. Financial Proposal

Eligible Consultants/firms/companies registered in any government department or non-registered reputed firms working in this field since last 7 years are required to submit their Financial Bid manually only as prescribed under Section 5 of the RFP document.

19. Submission of Proposals

19.1 The proposal shall be submitted in the following manner:

Envelope- A	Technical Bid
Envelope- B	Financial Bid

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

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

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

1. Form of technical proposal as per Section 6-A.
2. Power of Attorney as per Section 6G.
3. Integrity pact as per Section 6F.
4. Experience Certificate as per clause 3.1 and 3.2
5. Undertaking for not Black listed as per section 6-E
6. Earnest Money and cost of Bid Document should be placed in separate envelope duly marked on them "Earnest Money" and "Cost of bid document". Both these two envelopes should be placed in one envelope with requisite documents as mentioned above.
7. Main envelopes shall indicate the Name and Address of the Bidder. All the envelopes shall clearly bear the following identification **"Preliminary Feasibility Study Services & Submission of Report for Selection of Automated Multi level Car Parking systems for Identified 30 Parking Sites in EDMC area, Delhi."**

The envelope A shall be marked "Technical Bid" only

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

The envelope B shall contain **"Financial bid"** only in the prescribed **format I** in another sealed cover marked **"Envelope-B"**

Both the envelopes 'A & B' shall be placed in a main sealed envelope. All the envelopes i.e. 'A & B and main envelope shall bear **"Tender for the work of Preliminary Feasibility Study Services & Submission of Report for Selection of Automated Multi level Car Parking systems for Identified 30 Parking Sites in EDMC area, Delhi."**

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

**Office of Executive Engineer (Project-I) Shahdara South, EDMC,
E1/12, Krishna Nagar, New Delhi-110051.[Tel 011-22092309]**

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

Note: Bidders will be submit their documents of eligibility criteria on account of submission of Technical Bid on EDMC and deposit the requisite earnest money in the office of EE(Project-I) Shahdara South before the opening of Technical Bids.

19.2 All the envelopes shall be addressed to:

**Office of Executive Engineer (Project–I) Shahdara South, EDMC
E1/12, Krishna Nagar, New Delhi-110051. Tel: 011-22092309**

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

19.4 Proposal Due Date

Details of various due dates can be seen in Notice inviting RFP.

19.5 Late Proposals

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

19.6 Time of Completion and Time Extension

1. The period of service for Preliminary Feasibility Study and Submission of

report Services will be **4 (Four) months** from the date of issue of award letter or till the acceptance of the report, whichever is later.

2. If the feasibility study works need more time for its completion, the period of service for Preliminary Feasibility Study Services shall be

extended in proportion to civil contract and nothing extra shall be payable to consultant for the extended period.

D. Bid Opening and Evaluation

20 Tests of Responsiveness

- 20.1 Prior to evaluation of Proposals, 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 the Proposal Due Date
 - (ii) It is accompanied by the Earnest Money as set out in Clause 3 of Section
 - (iii) It is signed, sealed and marked as specified in the RFP.
 - (iv) 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.
 - (v) There are no inconsistencies between the proposal and the supporting documents.
- 20.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation is one which:
- (a). Affects in any substantial way, the stipulated scope, quality, or performance of the assignment, or
 - (b) Limits in any substantial way, inconsistent with the RFP document, 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.
- 20.3 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 applicants of the grounds of EDMC's action and without paying any compensation or refund of processing fees. The Bidder hereby declares this acceptable on his submitting this tender.

21 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders would not be disclosed to any person not officially concerned with the process. 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

22 Clarifications by Bidders

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

23 Bid Evaluation:

1. The Technical Bid of the Proposal would first be checked for eligibility in terms of the requirements stipulated under clause 2 and 3.
2. The evaluation on the present technical proposal would be qualitative and to the best judgment and EDMC evaluation committee. The marks so assigned by EDMC or evaluation committee would be final and binding on the bidder.
3. The composite score under the technical proposal would be the

arithmetic some of the marks assigned to the bidder under each of parameters.

4. The bench marks score to be achieved for technical eligibility/qualification is described in section 3.

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. EDMC reserves the right to reject the Proposal of a Bidder without opening the Financial Bid if, in its opinion, the contents of the Technical Proposal do not fulfill the requirements of this RFP.

7. The Financial Bid would be evaluated and ranked on the basis of the quote submitted by the bidders. The bidder who quotes lowest Financial Bid shall be ranked as L-1 Bidder.

E. Award of Contract

24 Declaration of Successful Bidder

Upon acceptance of the Proposal of the L-1 Bidder, EDMC shall declare the

L-1 Bidder as the Successful Bidder.

25 Notification/s

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

(LOA) that its Proposal has been accepted

26 EDMC's Right to Accept or Reject Proposal

1. EDMC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may

deem fit, including annulment of the bidding process, at any time prior to award of Contract, without liability or any obligation for such acceptance, rejection or annulment.

2. EDMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

3. EDMC reserves the right to reject any Proposal if at any time:

a. A material misrepresentation made at any stage in the bidding process is uncovered;

or

b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

Or

c. Financial proposal is disclosed in anywhere else except financial bid.

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

1. The Successful Bidder shall execute the Contract Agreement within 15 days of the issue of LOA there after the work order shall be issued.

2. The Consultant shall fully mobilize at site within 10 days from the date of issue of the Work Order.

28 Taxes

a) All taxes, income tax and any other leviable tax (except Goods and Goods and Service Tax) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants which shall not be reimbursed.

b) The Goods and Service Tax as applicable shall be reimbursed by EDMC

on actual production of receipt of deposit duly authenticated by Chartered Accountant. However, consultant has to mention Goods and Service Tax Number in the invoice, and amount of Goods and Service Tax should be shown separately in the bill.

c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only, which shall not be reimbursed by EDMC.

29 Performance Guarantee

1) For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day of, or before signing the contract which shall not be later than 15 days from the issue of the Letter of Acceptance, furnish performance Guarantee in the form of bank 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 for 6 months after successful completion of the services to EDMC. The Earnest Money shall, however be forfeited in case the Consultant fails to submit the Performance Security in the stipulated period.

2) The Bank Guarantee shall be in favour of Commissioner, EDMC payable at New Delhi. The Bank Guarantee should be (in the prescribed format of EDMC as per Section-6) issued from any Nationalized Bank/Scheduled Bank.

3) It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.

4) The performance security will be discharged by EDMC and returned to the Consultancy firms after 6 months of successful completion of the

services to EDMC.

5) 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.

6) Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to EDMC before the expiry date of the Bank Guarantee originally furnished.

30 Security Deposit

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

The Security Deposit will be discharged by EDMC and returned to the

Consultancy firms after 2 months of successful completion of the services.

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

31 Evaluation of Proposal:-

31.1 Proposals will be assessed in accordance with good professional practices. The specific evaluation criteria is given as under:

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

S.NO	PARAMETER	SCORE
1	Technical Bid	100
1.1	Experience in Providing consultancy or execution of works of similar nature works such during last	70
1.2	Annual turnover (last three year) &	16
	Solvency	04
1.3	Approach and Methodology for the Work	10

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

32. Evaluation Methodology

32.1 Technical Bid Evaluation (100 marks)

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

	Attributes	Evaluation
(a)	Financial Strength (20 Marks)	
	(i) Average annual Turnover. (16 marks)	(i) 60% marks for minimum eligibility criteria.
	(ii) Solvency Certificate (04 Marks)	(ii) 100% marks for twice the minimum eligibility criteria or more
		In between (i) & (ii) – on pro-rata basis
(b)	Experience in Similar (70 marks)	
	Class of works	(i) 60% marks for minimum eligibility criteria.
		(ii) 100% marks for twice the minimum eligibility criteria or more
		In between (i) & (ii) – on pro-rata basis
(c)	Approach and Methodology for the Project (10 Marks)	
		(i) Understanding of the project (5 marks)
		(ii) Traffic Flow (5 marks)

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

SECTION 3

PERSONNEL'S JOB DESCRIPTIONS & QUALIFICATIONS OF THE SUPERVISING TEAM

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

(1) Team Leader:

Job Description

The Team Leader will remain responsible for supervision and administration of the study and report preparation work. He will be responsible to ensure that the works are administrated properly and that the study is carried out in accordance with contract documents and to the proper requirements of the client. He will prepare and submit weekly progress reports describing status of study and preparation of feasibility report. He will review and evaluate with the client about progress of works. He will schedule the duties of his staff according to requirements of study programme and organize and control effectively all the project supervisory staff for supervision of study works. He will be responsible for recording all types of vehicular traffic and traffic flow, preparing quantity calculations and coordinate analysis and generation of report in accordance with the contract in respect of aforesaid works.

Qualification

He will be atleast civil engineer graduate having more than 5 years or a Diploma Engineer (Civil) having experience more than 10 years. He must have an experience of atleast one similar work experience of data generation for automated car parking, parking lots and toll collection etc.

(2) Data Surveyor:-

Job Description

The Data Surveyor will be responsible for collection of data pertaining to all types of vehicular traffic, classification traffic for keeping records of all traffic, preparing daily traffic flow summary in accordance with the contract.

Qualification

He should be a graduate or diploma in any discipline with relevant experience in the traffic counting, classification of traffic and preparation of traffic flow. He should have at least 5 years of professional experience of data collection for parking lots and toll collection etc.

(3) Data Entry Computer Operator:

Job Description

The data entry computer operator will be responsible for day to day entry of data collected by data surveyors.

Qualification

He should be a graduate in any discipline or having diploma in Office Management. He should be conversant with MS Office and other record keeping. He should have experience of entering field data and its record keeping.

(4) Data Analyser:

Job Description

The data analyser will be responsible for analysis of data collected by data surveyors.

Qualification

He should be a graduate in any discipline or having diploma in Office Management. He should be conversant with MS Office and other analysis tools. He should have experience of analysing field data for parking lots and toll collections etc.

(5) CAD Operator:

Job Description

The CAD Operator will be responsible for preparation of traffic flow drawings and parking facility drawings from the information provided by traffic planner.

Qualification

He should be having 5 years experience in CAD Operation.

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 / “Executive Engineer (Pr-I)-Shahdara south” shall mean the person from EDMC, who may appoint his/their authorized representative at site who will be administrating the contract, certifying payments, issuing and valuing variations to the contract, awarding extension of time and valuing compensation of events as per the directions of EDMC.

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 ‘Preliminary Feasibility study and submission of Report work’ of the project.

v. “Department”, “Employer” means EDMC or its authorized representative.

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

3. **Time of Completion**

a. The period of service for ‘Preliminary Feasibility study and submission of Report work’ will be 2 (two) months from the date of issue of award letter or till the completion of the parking project, whichever is later.

b. If the project construction works need more time for its completion, the period of service for Project Management Consultancy Services shall be extended in proportion to civil contract and nothing extra shall be payable to consultant for the extended period.

4. When there is an upward revision of time schedule of the project, the Consultant shall seek extension of time, well in advance from Employer, bringing out reasons seeking such extension. Employer has the sole authority to accord extension of time, with or without compensation in favour of Employer. No extra payment shall be made to the consultant for the extended period, if any.

5. The rates to be quoted by the consultants will be in lump sum in INR of tender schedule. And this estimated cost of project will be the basis to arrive the total cost of contract irrespective of quoted/ awarded cost of the project. The tenders shall include all costs to cover what is given in the Scope of Services and shall include elsewhere given in the contract for providing Consultancy Services and shall include all taxes, duties, levies, royalties and other applicable taxes and shall include remuneration for staff, accommodation, transportation, labour, material, equipment, printing of documents, surveys, deliverables etc. and all that is necessary for completion of the contract.

6. The negotiations shall be held to reach an agreement on all points and sign a contract with the lowest Consulting firm.

7. Law Governing Contract

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

8. Taxes and Duties

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

9. Effectiveness of contract

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

10. Modification

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

11. Liability to the Consultants

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

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

12. Indemnification of the Client by the Consultants

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

13. Indemnification of the Consultants by the Client

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

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

14. Payment to the consultant

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

Payment Stages and milestones	Payment in percentage of total awarded consultancy value
1. On completion Topographical Survey of Proposed Parking Sites	20%
2. On Collection of Field data from Proposed Parking Sites	20%
3. On preparation and submission of preliminary Feasibility Report	20%
4. On submission of final preliminary Feasibility Report	20%
5. On acceptance of preliminary Feasibility Report	20%
Total	100%

(ii) Consultant shall be eligible for payment for the next stage when the satisfactory completion of the every 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 tendered rates for the proposed Consultancy Services.

15. Sub – Consultant

Consultant may associate sub-consultant with approval of the Employer to enhance their capacities. Responsibility for preparation and submission of final report will rest with the main consultant.

16. Reporting Requirement

The Consultant shall maintain Daily site Diary recording study data related to parking requirement and traffic flow

The Consultant will prepare and submit the following reports and estimate in hard and

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

soft copies to the Engineer/Employer on format prepared by the consultant and approved by the Employer as follows:

SL. No.	Particulars	No of hard Copies	No of Soft Copies
1.	Weekly Progress Report of Field Data	2	1
2.	Analysis report of field data Final	2	1
3.	Report and Drawings	5	2

17. Expiration of Contract

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

18. Force Majeure

18.1. Definition

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

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

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

18.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability

arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions due care” and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

18.3. Measures to be Taken

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

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

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

18.4. Extension of time

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

18.5. Payments

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

18.6. Consultation

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

19. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that

such notice of suspension

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

20. Termination

20.1. By the 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.

20.2. By the Consultants

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

(a) if the EDMC fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 16 hereof within sixty (60) days after receiving written notice from the Consultants that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

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

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 16 hereof.

20.3. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 20.1 or 20.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

20.4. Payment upon Termination

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

(a) remuneration for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (d) of

the Clause GCC 20.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents

21. Fairness and Good Faith

21.1. Good Faith

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

21.2. Operation of the Contract

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

22. Settlement of Disputes

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

22.1 If the Consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract of carrying out of the work to be unacceptable, he shall promptly within 15 days request the Superintending Engineer or equivalent, in writing for the written instructions or decision. Thereupon, the Superintending Engineer or equivalent, shall give his written instructions or decision within a period of one month from the receipt of the

consultant's letter.

22.2 If the Superintending Engineer or equivalent fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Superintending Engineer or equivalent, the consultant may, within 15 days of receipt of the Superintending Engineer's or equivalent's decision, appeal to the Chief Engineer or equivalent who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer or equivalent shall give his decision within 30 days of receipt of the representation of the consultant failing which matter can be taken with the additional Commissioner Engineering/Commissioner EDMC for final decision

23. The Client (or Employer) may inspect and review the progress of works and may issue appropriate directions to the Consultant / members of the supervision team for taking necessary action. EDMC may also undertake Third Party Audit or otherwise test check the quality and quantity of the materials brought to the site for use in the permanent works and may also test check the quantity, quality and workmanship of the work executed as and when required.

24. Conflict of interest

i. Applicants shall not have a conflict of interest (the "Conflict of Interest") that affects the RFP Process. Any Applicant found to have a Conflict of Interest will be disqualified. A Applicant may be considered to have a Conflict of Interest that affects the RFP Process, if:

ii. Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant (s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or

iii. A constituent of such Applicant is also a constituent of another Applicant; or

iv. Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or

v. Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or

vi. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or

such Applicant has participated as a consultant to 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 tendering directly or indirectly or firm (which should not be in conflict of interest). In this regard an undertaking is to be submitted by the consultant

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

SECTION 5 FINANCIAL PROPOSAL

Name of work:- Preliminary Feasibility Study Services & Submission of Report for Selection of Automated Multi level Car Parking systems in EDMC area, Delhi

Sl. No.	Description	Amount(Rs.) in figure	Amount(Rs.) in words
1	Preliminary Feasibility Study Services & Submission of Report for Selection of Automated Multi level Car Parking systems for Identified 30 Parking Sites in EDMC area, Delhi.	Rate to be quoted by the bidder	Rate to be quoted by the bidder

Note:-

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

SECTION 6 FORMS

SECTION 6A FORM OF TECHNICAL PROPOSAL

SECTION 6B FORM OF FINANCIAL PROPOSAL SECTION 6C FORM OF AGREEMENT

SECTION 6D FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

SECTION 6E FORM OF UNDERTAKING FOR NOT BLACKLISTED SECTION 6F FORM OF INTEGRITY PACT

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

SECTION 6A

FORM OF TECHNICAL PROPOSAL

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

To

Executive Engineer

Project-I/Shahdara South

East Delhi Municipal Corporation

Sub: Preliminary Feasibility Study Services & Submission of Report for Selection of Automated Multi level Car Parking systems for Identified 30 Parking Sites in EDMC area, Delhi.

Sir,

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

1. I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

2. I/We have viewed and read the terms and conditions of bid document carefully. I/We have uploaded the scan copy of the following documents forming part of the tender document:

- a) Demand Draft or Banker Cheque of any Scheduled Bank or BG of Equivalent amount against EARNEST MONEY.
- b) Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Document Fee/Tender cost.
- c) Form of technical proposal as per Section 6-A.
- d) Power of Attorney as per Section 6G. e) Integrity pact as per Section 6F.
- f) Experience Certificate as per clause 3.1 and 3.2
- g) Undertaking for not Black listed as per Section 6-E

Yours faithfully,

Dated:

(Signature of the tenderer)
With rubber stamp

SECTION 6B

FORM OF FINANCIAL PROPOSAL

Preliminary Feasibility Study Services & Submission of Report for Selection of Automated Multi level Car Parking systems for Identified 30 Parking Sites in EDMC area, Delhi

To

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

Sir,

1. In accordance with the Conditions of Contract and Specifications furnished by EDMC and Addenda for execution of the above named works, we the undersigned offer to provide the **Preliminary Feasibility Study Services for selection of Multi level Car Parking systems in EDMC area, Delhi.** 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 2 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..... (in block letters or typed)

Address:

.....

Witness:

..... Address:

.....

Occupation:

SECTION 6C FORM OF AGREEMENT

Name of Work: Preliminary Feasibility Study Services & Submission of Report for Selection of Automated Multi level Car Parking systems for Identified 30 Parking Sites in EDMC area, Delhi.

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The Agreement
 - b) Letter of Acceptance
 - c) Addenda to the RFP Document, if any d) Form of Bid duly filled up
 - e) Information to consultancy firm
 - f) Personnel’s Job Descriptions and Qualifications of the Supervising Team g) The General Conditions of Contract
 - h) Financial Offer containing Billing Schedule and Provisional Unit Rate.
 - i) Undertaking for not Blacklisted j) Drawings
 - k) Notice Inviting Request For Proposal l) Other Documents as agreed upon
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract, and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

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
CONSULTANT**

By _____ By _____

Authorized Representative

Authorized Representative

Witness 1:

Witness 1 :

Witness 2:

Witness 2:

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

1. 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 **Preliminary Feasibility Study Services & Submission of Report for Selection of Automated Multi level Car Parking systems for Identified 30 Parking Sites in EDMC area, Delhi.** (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.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the 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).
3. We, the said bank further undertake to pay to the EDMC any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment 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

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

~~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 _____ (Rupees Rs._

_____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.....

WITNESS
.....

..... (SIGNATURE OF THE BANK)

(BANK SEAL)

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

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

SECTION 6F
INTEGRITY PACT

BETWEEN

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

AND

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

contract execution.

(2) The Principal will exclude from the process all known prejudiced **Principal shall** obtain bids from **only** those parties who have been shortlisted or qualified or through a process of open advertisement/web publishing or any combination thereof.

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

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

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

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

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

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

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

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

(d) The Bidder(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Consultant(s).

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

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

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

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

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

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

(2) If the Consultant(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

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

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

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

Section 4: Compensation for Damages

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

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

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

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

Section 5: Previous transgression

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

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

Section 6 Criminal Contractor(s)/charges against violating Bidder(s) / Subcontractor(s)

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

Section 7 - 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)

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

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 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 the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/ Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 8 - Other provisions

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

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

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

Place _ Date _

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Pre-Feasibility Study for Selection of Multilevel Car Parking Systems for EDMC

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

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

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and residential address) who is presently employed with us and holding the position of __ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the work of Preliminary Feasibility Study Services for selection of Multi level Car Parking systems in EDMC area, Delhi. 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

2017

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