



**EAST DELHI MUNICIPAL CORPORATION
LAND & ESTATE DEPARTMENT
UDYOG SADAN, 419, F.I.E.
INDUSTRIAL AREA, PATPARGANJ, DELHI-92**

Tender No: EDMC/L&E/2018/D-756
Dated: 18/04/2018

SUB: TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR

Dear Sir,

Please find enclosed the following bid documents in original to be used for submission of the bid.

S. NO.	TITLE	SECTION NO.
1	Notice Inviting Tender	Section I
2	General Instructions To Bidder	Section II
3	Scope of Work	Section III
4	Formats Of Documents & Other Specifications Related To This Tender	Section IV

Your offer complete in all respects as per enclosed documents must reach latest by 12.00 Hrs. of 11/05/2018 at the following address:

To,
The Administrative Officer (L&E),
East Delhi Municipal Corporation,
419, Udyog Sadan,
Patparganj Industrial Area,
Delhi – 110092

The tender shall be opened at 1430 HRS on 11/05/2018. The representatives of the bidders who wish to be present during bid opening may kindly make it convenient to attend the same.

Thanking you,

Yours faithfully,

AO (L&E),
EDMC

Encl: Bid documents

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SECTION – I

NOTICE INVITING TENDER

Tender No: EDMC/L&E/2018/D-756

Dated: 18/04/2018

On Behalf of East Delhi Municipal Corporation (EDMC) sealed offers are invited for **TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR**, details of which are elaborated as under:

1	Name of Work	TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR
2	Cost of the Tender Document	Rs. 5,000/- (Rupees Five Thousand Only)
3	Tender Document	Can be Downloaded from the website www.mcdonline.gov.in
4	EMD to be deposited along with bid	In the form of Demand Draft or Bank Guarantee of Rs 1,00,000/-
5.	Office of issue:	The Administrative Officer (L&E), East Delhi Municipal Corporation, 419, Udyog Sadan, Patparganj Industrial Area, Delhi – 110092
6.	Tender Document available from	1000 HRS on 20/04/2018 to 10/05/2018
7.	Feedback/suggestions in written from bidders upto	1200 HRS on 25/04/2018
8	Pre Bid Conference	1400 HRS on 27/04/2018 at Conference Hall of EDMC Headquarters New Delhi
8.	Last Date & Time of Submission of Tender	1200 HRS on 11/05/2018
9.	Date & Time of opening of Tender	1430 HRS on 11/05/2018

N.B. EDMC reserves the right to change the above dates at its discretion.

AO (L&E),
EDMC

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SECTION – II

GENERAL INSTRUCTIONS TO BIDDERS

1 DEFINITIONS:

- 1.1 “The EDMC” means the East Delhi Municipal Corporation.
- 1.2 “The “Bidder” means the firm or the Consortium who participate in this tender and submits its bid and their subagents / representatives who help in delivery of obligations under this tender and related agreements etc.
- 1.3 “The Work Order” means the order placed by the EDMC on the selected bidder signed by the EDMC including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as “contract” as defined in this tender document.
- 1.4 “Contract” means the agreement between EDMC and the successful bidder called Contractor / Vendor for the execution of the works including supply of deliverables as per the project highlighted in the tender documents.
- 1.5 “Contract Date” means the date on which the Contract comes into effect.
- 1.6 “Projects / Works / Services” means the jobs undertaken by the vendor / selected bidder in order to complete the task falling within the scope of the Contract.
- 1.7 “Commissioning” means successful completion of all deliverables related to the scope of work as defined in the tender documents.

2 GENERAL:

- 2.1 The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder’s own risk and may be liable for rejection.
- 2.2 Furthermore, this tender confers neither the right nor an expectation on any company to participate in the proposed Project. EDMC reserves the right to reject any or all the applications (bids) received or stop the process of tender at any stage, at its sole discretion, without assigning any reason.
- 2.3 This tender does not constitute any form of commitment on part of EDMC. This tender Document is not an agreement and is not an offer or invitation by the EDMC to any party other than the Bidders who are qualified to submit the Proposal (Bidders). The purpose of this Tender Document is to provide the Bidder with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each Bidder may require.
- 2.4 This Tender Document may not be appropriate for all persons, and it is not possible for the EDMC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender Document and where necessary obtain independent advice from appropriate sources. The EDMC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender Document. It must be noted that while all the information and data regarding this project, to the best of the EDMC’s knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and EDMC holds no responsibility for the accuracy of this information and it is the responsibility of the bidders to check the

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validity of data included in this document. Each bidder must make independent evaluation of the scope of work. No bidder can hold the Competent Authority responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any bidder by the Competent Authority on this account.

- 2.5 The prospective bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of EDMC in general. No dispute regarding the local and surrounding conditions, geographical or political shall be entertained by the Competent Authority. The Competent Authority shall only endeavour to make the conditions as congenial and favorable for carrying out the Project as possible within its power and day to day affairs shall be managed by the selected bidder at their own cost and risk.
- 2.6 The EDMC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.
- 2.7 Bidder's Responsibility – The following is the sole responsibility of the bidder:
 - 2.7.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of Tender Document will be at the Bidder's own risk.
 - 2.7.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
 - 2.7.2.1 Made a detailed examination of the terms and conditions of the tender documents;
 - 2.7.2.2 Received all information as may be required to be given by EDMC;
 - 2.7.2.3 Satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bid Documents and performance of all its obligations there under;
 - 2.7.2.4 All other matters that might affect the Bidder's performance under the terms of this Tender Document;
 - 2.7.2.5 EDMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3 ELIGIBILITY CONDITIONS FOR BIDDERS:

- 3.1 The following criterion shall be met by the Bidders who intend to participate in this tender and only those Bidders who qualify the following conditions, need put in the proposal:
- 3.2 **General Eligibility:** This tender is limited to single entity or consortium which can either be a Central / State Public Sector Undertaking or a Company / Trust / Society with Government of India nominee / Public Sector Undertakings nominee on board / governing body / Proprietorship Firm / Partnership Firm / Company registered under companies act and to support this, the bidders have to be registered under the same name and submit only one registration documents be it ROC Registration Certificate / PAN Card or TIN Number or any other registration document issued by Government Authority. In case of a wholly owned subsidiary, the credentials of its Parent Company shall be counted together. These entities are allowed to bid singly or as a consortium.
 - 3.2.1 Any one of the consortium members has must have ISO certification.
 - 3.2.2 One of the consortium member must have OEM (Original Equipment Manufacturer) or OEM distributor authorization for Smart Building Management System.
 - 3.2.3 One of the consortium member must have OEM (Original Equipment Manufacturer) or OEM distributor authorization for Digital Building Planning and facility management projects or BIM (Building Information Modelling) solutions.

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3.2.4 Non-fulfillment of the above said criteria shall result in rejection of technical bids. Any rejected offer shall not be eligible for execution of project as defined in this tender.

3.2.5 Consortium Details:

3.2.5.1 The consortium can consist of maximum of three members and any member can become the lead bidder.

3.2.5.2 A consortium undertaking (as per the format given in the tender documents) has to be attached with the tender documents. If any member of the Consortium quits the consortium during the project implementation phase, the remaining members may induct a new member (from the eligible category) under intimation to the Competent Authority for the duration of the project.

3.2.5.3 Only one offer shall be accepted from one organization which is further clarified as under:

3.2.5.3.1 No entity can be a part of any other consortium,

3.2.5.3.2 None of the members of one consortium would be allowed cross shareholding/ ownership in any entity in the other consortium.

4 COST OF BIDDING:

4.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. EDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding. EDMC shall have no liability in any manner in this regard if it decides to terminate the tender for any reason whatsoever.

5 PERIOD OF VALIDITY OF BIDS

5.1 The Proposal shall indicate that it would remain valid for a period not less than 90 days from the Proposal Due Date. A bid valid for a shorter period shall be rejected by the EDMC as non-responsive.

5.2 In exceptional circumstances, the EDMC may request in writing the bidder's unqualified/unequivocal consent for extension(s) to the period of bid validity.

5.2.1 A Bidder may refuse the request without forfeiting its Bid Security.

5.2.2 A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Tender Deposit for the period of extension.

6 TENDER DOCUMENT FEES AND EMD

6.1 A bid not having these two financial instruments shall not be opened by the EDMC as it is non-responsive and the bid will be returned unopened.

6.2 The Cover Letter of each bid must be two separate Demand Draft / Pay Order payable at Delhi in favour of "**Commissioner, East Delhi Municipal Corporation**" as under:

6.2.1 Tender Document Fees - Rs. 5,000 (Rupees Five Thousand Only).

6.2.2 EMD Fees - Rs. 1,00,000/- (Rupees One Lac Only) either in form of Demand Draft or Bank Guarantee.

6.2.3 Both these instruments shall be valid for a period of 90 days from the date of issuance of this document and extended if so required.

6.3 The EMD of the unsuccessful bidder will be returned as promptly as possible, but not later than 7 days after submission of Performance Guarantee by the successful bidder.

6.4 The successful bidder's EMD will be discharged simultaneously when the bidder's submits the bank guarantee.

6.5 However, their EMD shall be forfeited:

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- 6.5.1 If a bidder withdraws his bid during the period of validity specified in this tender or
- 6.5.2 In the case of a successful bidder, if the bidder fails to sign the contract after issuance of Letter of Intent by the EDMC.

7 UNCONDITIONAL BIDS:

- 7.1 Bidders may note that EDMC will not entertain any deviations to the Tender Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the Tender Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

8 CLARIFICATION OF BID DOCUMENTS

- 8.1 EDMC may hold a pre-bid conference to discuss the queries raised by prospective bidders. It will be held on 27/04/2018, 1400 HRS at Conference Hall, East Delhi Municipal Corporation Headquarters building in Patparganj.
- 8.2 A prospective bidder, requiring any clarification on the Bid Documents shall notify the EDMC in writing on letterhead at the mailing address indicated in the invitation of Bid latest by 1200 hrs on 25/04/2018. The format of submission should be as under:

S. No.	RFP Reference(s) (Section & Number(s))	Document & Page	Content of RFP requiring Clarification(s)	Points of clarification

- 8.3 EDMC shall give replies only to those questions raised which were submitted by interested bidders in writing at least 5 days prior to the schedule of prebid meeting.
- 8.4 All correspondence/ enquiries should be submitted to the following in writing by post/courier/e-mail:

To,
 The Administrative Officer (L&Es),
 East Delhi Municipal Corporation,
 419, Udyog Sadan,
 Patparganj Industrial Area,
 Delhi - 110092

- 8.5 In case of change of pre-bid meeting date and time, the details of the meeting will be published on the website (www.mcdonline.gov.in) and interested bidders must keep track of the same. Attendance of the Bidders at the meeting is not mandatory. However, subsequent to the meeting, EDMC may not respond to queries from any Bidder who has not attended the Pre-bid meeting.
- 8.6 The Nodal Officer notified by the EDMC will endeavor to provide timely response to all queries. However, EDMC makes no representation or warranty as to the

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completeness or accuracy of any response made in good faith, nor does EDMC undertake to answer all the queries that have been posed by the bidders.

- 8.7 EDMC may amend the Tender Document based on inputs provided by Bidders that may be considered acceptable in its sole discretion and such changes shall be notified to the bidders who have participated in the pre-bid meeting through email only or update of corrigendum on the EDMC website.
- 8.8 No interpretation, revision or other communication from EDMC regarding this solicitation is valid unless in writing and is signed by the Competent Authority of EDMC.
- 8.9 Any clarification issued by EDMC in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents. EDMC reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments for their completeness.

9 AMENDMENT TO BID DOCUMENTS:

- 9.1 At any time, prior to the date of submission of bids, EDMC may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify/alter any terms & conditions of the bid documents by amendments and they are uniformly applied to all.
- 9.2 The amendments shall be posted on the web-site and these amendments will be binding on all bidders.
- 9.3 In order to give prospective bidders reasonable time to take the amendments into account while preparing their bids or for any other reason, the EDMC may, at its discretion, extend the last date / time for the submission of bids suitably.

10 CONFLICT OF INTEREST

- 10.1 The Vendor shall disclose to EDMC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- 10.2 For purposes of this tender, the conflict of interest would be reflected in terms of the undertaking being given in the Near Relative Certificate as elaborated in this bid document.
 - 10.2.1 Near Relative Certificate: The bidder should give a certificate that none of his/her near relative is working in the EDMC or EDMC. This must be issued under signature of the Authorized Signatory. Due to any breach of these conditions by the company or firm or any other person the bid of the bidder will be cancelled at any stage whenever it is noticed and EDMC will not pay any damage to the bidder. The bidder will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as: -
 - 10.2.1.1 Members of a Hindu undivided family.
 - 10.2.1.2 They are husband and wife.
 - 10.2.1.3 The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
 - 10.2.2 That any of the employees / consultants of EDMC involved in tender making / evaluation plans joins the bidder or its subsidiary within a period of three of years from the date of award of contract.

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11 PREPARATION OF BIDS:

11.1 LANGUAGE AND CURRENCY OF BID:

11.1.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the EDMC shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and EDMC shall not be responsible for any loss/likely loss due to error in translation what so ever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

11.1.2 The currency for the purpose of the Proposal shall be the Indian Rupees (INR).

11.2 **DOCUMENTS COMPRISING THE BID:** The bid prepared by the bidder shall comprise the following components:

11.2.1 Cover Letter (**APPENDIX I**) along with all the supporting documents as specified.

S. No.	Component
1	Any one Company Registration Document in support of eligibility criteria
2	Consortium Undertaking, if any as per APPENDIX II
3	Authorization to sign tender document as per APPENDIX III
4	Near relation certificate as per APPENDIX IV
5	Non-blacklisting undertaking as per APPENDIX V

11.2.2 EMD Fees and Tender Document Fees.

11.2.3 It is made clear that non-submission of documents will be treated as non-availability of documents and the offer submitted by the bidder would be treated as non-responsive.

12 FORMAT AND SIGNING OF BID:

12.1 Tender form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.

12.2 Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the tender unless such interlineations, erasures, over-writing, alterations, additions, etc. are legibly attested and signed by the party.

12.3 All the pages of the proposal must be properly binded, sequentially numbered and must contain the list of contents with page numbers. If the Proposal consists of more than one volume, Bidder must clearly number the volumes. Any deficiency in the documentation may result in the rejection of the Bid. Loose bid or improperly binded bid will be rejected.

12.4 An index of various documents and page no., where it is available, shall be given.

12.5 That the document (all pages) must be signed by an authorized signatory of the bidder/consortium.

12.6 The bid submitted shall be sealed properly.

13 SEALING AND MARKING OF BIDS:

13.1 The proposal should consist of two envelopes super scribed as under:

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- 13.1.1 **TECHNCIAL BID - TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR.** This envelop should have One Hard Copy.
- 13.1.2 **FINANCIAL BID - TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR.** This envelop shall have the commercial / financial offer in format as elaborated in **APPENDIX VI.**
- 13.2 That both the envelopes should be put in a single envelope marked as - **TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR**
- 13.3 Bidders shall submit their Proposals by registered post or by hand at the following office address on or before the last date and time for receipt of proposals mentioned in the tender documents. The envelope shall be addressed to:
The Commissioner,
East Delhi Municipal Corporation,
419, Udyog Sadan,
Patparganj Industrial Area,
Delhi – 110092
- 13.4 The footer on the envelopes mentioned above should have mentioned – Submitted By: “Name, Address of the Bidder”
- 13.5 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. EDMC assumes no responsibility for the misplacement or premature opening of such Proposal submitted.
- 13.6 The tender offer shall indicate the name and address of the bidders to enable the bidder to return the bid unopened in case it is declared ‘late’ or rejected.
- 14 DEADLINE FOR SUBMISSION OF BIDS AND BID OPENING VENUE:**
- 14.1** Bids must be received by the EDMC at the specified address not later than the time schedule mentioned in the tender documents.
- 14.2** Any Bids delivered / received later than that or delivered at any other address shall by summarily rejected.
- 14.3** The EDMC may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with case all rights and obligations of the EDMC and bidders subject to the previous deadline will thereafter be subject to the deadline as extended.
- 14.4 Venue of Tender Opening:** Bid will be opened at venue indicated in the bid documents. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice boards of EDMC.
- 14.5 LATE BIDS:**
- 14.5.1** Any bid received by EDMC after the prescribed time for submission of the bid may be rejected and returned unopened to the bidder.
- 14.5.2** Any delay beyond the due date and time in receipt of bid documents through post / courier shall render the bid invalid. Telegraphic / fax/ e-mail bid etc. shall be summarily rejected.

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15 MODIFICATION AND WITHDRAWAL OF BIDS:

- 15.1 The bidder may modify or withdraw his bid after submission, if written notice of the modification or withdrawal is received by the EDMC prior to the deadline prescribed for submission of bids. In this case, a withdrawal notice must be sent through a letter duly signed by the authorized representative of the bidder before the deadline for submission of bids.
- 15.2 No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of the bid and the expiry of period of bid validity specified by the bidder on the bid form.

16 REJECTION OF ANY / ALL BIDS / ANNULMENT OF TENDER PROCESS:

- 16.1 EDMC reserves the right to reject any / all responses to tender without assigning any reason thereof and without incurring any liability to the affected bidder(s).
- 16.2 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents and EDMC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:
 - 16.2.1 The proposal is not submitted in the printed format.
 - 16.2.2 The bids will be rejected at opening stage if it is not accompanied by EMD and Tender Document Fees.
 - 16.2.3 If the eligibility / mandatory criteria condition is not met and/or documents prescribed to establish the eligibility are not enclosed.
 - 16.2.4 Failed to provide clarifications related thereto, when sought;
 - 16.2.5 The bids will be recorded/ returned unopened if covers are not properly sealed.
 - 16.2.6 Any conditional bid, other than what has been specified in the tender.
 - 16.2.7 Any bidder found indulging in malicious campaign or disinformation campaign against any official of the EDMC or any other bidders either directly or through third parties, at any time during the post tender publishing date, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the EDMC.
 - 16.2.8 During the tender process, sudden appearance of complaints / media reports against any Official / Participating Bidders shall result in rejection of bid if any entity or any person or outside associate of a bidder is prima facie found to be involved in such activities to hamper prospects of other competing bidders.

16.3 EDMC’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 16.4** The EDMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the EDMC’s action.

17 FRAUD AND CORRUPT PRACTICE:

- 17.1** The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, the EDMC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the “Prohibited Practices”) in the Selection Process.
- 17.2** In such an event, the EDMC shall,

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- 17.2.1** Forfeit and appropriate the Bid Security or Performance Security.
- 17.2.2** Debar it from participation in any tender issued by the EDMC during a period of 2 years from the date such Bidder, is found by the EDMC to have engaged or indulged in such practice.
- 17.3** Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the EDMC who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- 17.4** “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 17.5** “Coercive or property to influence any person’s participation or action in the Selection Process; practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.

18 BID OPENING BY EDMC:

- 18.1** The date fixed for opening of bids, if subsequently declared as holiday by the EDMC, the bids will be opened on next working day, time and venue remaining unaltered.
- 18.2** The EDMC will open the tender offers, in the presence of authorized bidder’s representatives who choose to attend, at the date and time specified in NIT (Notice Inviting Tender).
- 18.3** Authority letter to this effect shall be submitted by the bidder/representative before they are allowed to participate in bid opening and the representatives who choose to be present shall be required to sign and record their attendance.
- 18.4** A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 18.5** The Bidder’s name, modifications, bid withdrawal and the presence or absence of the requisite tender fee and such other details as the EDMC, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

19 CONTACTING THE EDMC:

- 19.1** Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- 19.2** Any effort by a bidder to modify his bid or influence the EDMC, in the EDMC’s bid evaluation, bid comparison or contract award decisions, may result in the rejection of the bid.
- 19.3** Subject to EDMC calling for clarifications from the bidders, no bidder shall try to influence the EDMC on any matter relating to its bid, from the time of the bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by EDMC, the bidder’s bid may be cancelled.

20 CLARIFICATION ON SUBMITTED BIDS:

- 20.1** To assist in the examination, evaluation and comparison of bids, the EDMC may, at its discretion ask the bidder for any clarification(s) of its bid OR to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from EDMC. The request for clarification and the response shall be in writing and no change in the tender offer shall be sought, offered or permitted.
- 20.2** However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

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21 EVALUATION TO RESPONSIVENESS:

- 21.1 EDMC will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- 21.2 Prior to the detailed evaluation, the EDMC will determine the substantial responsiveness of each bid to the Tender Document. A Proposal shall be considered responsive if it meets the eligibility and mandatory criteria.
 - 21.2.1 It is received by the Proposal Due Date.
 - 21.2.2 It is signed, sealed, and marked as stipulated in the tender documents.
 - 21.2.3 It contains the information and documents as requested in the Tender document.
 - 21.2.4 There are no inconsistencies between the Proposal and the supporting documents.
 - 21.2.5 The EDMC may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 21.3 The EDMC appointed Evaluation Committee reserves the right to reject any or all proposals based on any deviations. The decision of the Evaluation Committee in the evaluation of responses to the tender shall be final.

22 TENDER EVALUATION CRITERIA

- 22.1.1 Bidder may have to give a presentation on their eligibility, experience, approach, strategy and methodology for implementation of the target project before a designated committee as per date and time communicated to them.
- 22.2 Evaluation of Proposals shall be done through two stages as under:
 - 22.2.1 **Stage I - Technical Proposal Evaluation** - Evaluators of technical proposal shall not have access to the financial proposal until the technical evaluation is concluded by the tender committee of EDMC. The bidder offers shall be subjected to technical evaluation as per the requirements elaborated in the tender documents.
 - 22.2.2 **Stage II - Financial Proposal Evaluation** – In Stage II, the Financial Proposals of all the Bidders who pass the technical evaluation will be opened in the presence of the Bidders' representatives who choose to attend. The financial bid format is given at **APPENDIX VI**.
 - 22.2.3 **Stage III** – From the technically qualified bidders, the bidder giving lowest quote shall be awarded the contract.

23 NOTIFICATION OF AWARD:

- 23.1 The issue of Letter of Intent (LOI) shall constitute the intention of EDMC to enter an agreement with the bidder to execute the project as defined in the tender document.
- 23.2 The LOI would be duly signed by the competent officer of EDMC and sent to the selected bidder through Speed Post as well as fax and email. The selected bidder is also eligible to collect a copy of the same by sending a duly authorized representative.
- 23.3 Within a maximum of 7 days from the date of issue of the LOI, the BDA shall acknowledge the receipt of LOA (Letter of Acceptance).

24 AGREEMENT

- 24.1 Within 3 days of receipt of the LOA (Letter of Acceptance) as mentioned above, an agreement would be executed simultaneously to ensure successful working of the

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system between the EDMC and the bidder / consortium selected to implement the project that would also define the terms and conditions so that work is delivered in a time-bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye laws hereafter made and shall have an arbitration clause in the agreement. That the tender document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments / additions may also be necessitated because Coordination Committee deliberations.

- 24.2 Draft Agreement (**as per format at APPENDIX VII**) has been enclosed with the tender documents.
- 24.3 Failure of the successful bidder to execute the agreement shall constitute sufficient grounds for the annulment of the award, in which event EDMC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the EDMC shall invoke the PBG of the bidder who failed to execute the agreement despite being issued LoI.
- 24.4 That this agreement shall be registered with the Competent Authority and the stamp duty for the same shall be borne by the bidder.

25 LEGAL JURISDICTION

- 25.1 The agreement shall be subject to exclusive jurisdiction of courts at Delhi only.

26 ISSUE OF WORK ORDER:

- 26.1 Work order shall be issued within 7 days of submission of letter of acceptance in lieu of the Letter of Intent.

27 GESTATION PERIOD & CONDITIONS PRECEDENT

- 27.1 A Gestation period of 1 month shall be given to the bidder after that of issue of work order as well as meeting all criteria in conditions precedent to submit the DPR for the project.
- 27.2 That the target set above shall become effective and binding on the selected bidder, provided however the following conditions are fulfilled by the EDMC to go ahead with the project
 - 27.2.1 All administrative approvals are granted along with all sanctions and NOCs/clearances/approvals required to complete the project / coordination committee is notified and Nodal Officer is appointed along with the other procedural formalities for effective implementation of the project as per the project guidelines in the tender documents. This shall also imply all deliverables on part of EDMC as defined in the tender documents.
 - 27.2.2 Non-Compliance of Conditions Precedent: it is agreed that, if the above preconditions are not met 90 days from the date of such agreement, then the EDMC shall, at the option of the selected agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.

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28 TERM AND TENURE

- 28.1 The selected bidder shall have to submit the DPR and tender documents within a period of 05 months from date of issue of work order (excluding gestation period). This does not include time taken by EDMC to finalize the DPR and tender documents or any third-party approvals (other than EDMC like Environment Clearance etc.) beyond the control of the PMC agency.
- 28.2 Post publishing of tender documents by EDMC, the selected bidder shall work with EDMC to ensure completion as per terms and condition of the tender which shall be floated later for project execution through a third-party agency. The PMC has to assist EDMC in tender evaluation and monitoring of project quality till completion phase.

29 FORCE MAJEURE:

- 29.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, quarantine restriction, strikes, power blackout due to grid collapse, lockouts, confiscation, delay in environment and fire clearances or any other action by Government Agencies, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).
- 29.1.1 The affected PARTY shall provide to the other PARTY a notice of happenings, within 21 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.
- 29.1.2 That no penalty shall be levied on the bidder in case of force majeure event.
- 29.1.3 That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 90 days either party may, EDMC at its option terminate the contract.
- 29.1.4 Provided also that if the contract is terminated under this clause, the EDMC shall be at liberty to take over from the bidder at a price to be fixed by the EDMC, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected bidder at the time of such termination of such portions thereof as the EDMC may deem fit, if mutually agreeable between the PARTIES.
- 29.2 For the purposes of this Contract, "Force Majeure" shall not include:
- 29.2.1 Any event which is caused by the negligence or intentional action of a Party,
- 29.2.2 Insufficiency of funds or inability to make any payment required hereunder or
- 29.3 Measures to be taken:
- 29.3.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 29.3.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 21 days following the

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occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 29.3.3 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.
- 29.3.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by EDMC, shall either:
 - 29.3.4.1 Demobilize; or
 - 29.3.4.2 Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rate basis, under the terms of this Contract.
 - 29.3.4.3 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations.

30 NOTICES

- 30.1 Notice or other communications given or required to be given under the contract shall be in writing by Speed Post and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof or transmitted. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by Speed Post then the data available on India Post website.

31 COORDINATION COMMITTEE

- 31.1 That a Coordination Committee (headed by the Nodal Officer of this project) consisting of representatives of the EDMC and the Bidder / other stakeholders shall be constituted to address any issue that may arise during implementation of the project and resolve all issues related to any projects through mutual discussions and good faith. That both the PARTIES shall be represented in equal numbers excluding the Nodal Officer of EDMC. The Nodal Officer of EDMC shall be the Chairman of the Coordination Committee. As for example, if the coordination committee has 5 members, then it shall have 2 representatives of the EDMC and 2 representatives of the Bidder + the Nodal Officer.
- 31.2 That the said Coordination Committee shall have the powers to improvise the project functionalities in due course of time and such suggestions can be added as improvements in the Agreement and such decisions subject to approval of the Nodal Officer shall deemed to have been approved by the Competent Authority.
- 31.3 The Coordination Committee shall be responsible for matters like:
 - 31.3.1 Monitoring the deliverables/ performance by the bidder in terms of project terms and conditions,
 - 31.3.2 Recommending extension of the project based on mutually accepted and agreed terms,
 - 31.3.3 Recommend on waiving off penalty,
 - 31.3.4 Any other matter which is essential for achieving the larger vision of the project.

32 DISPUTE REDRESSAL MECHANISM / ARBITRATION

- 32.1 All the disputes, differences, controversies / differences of opinions, breaches and violation (“Dispute”) arising out of, or in relation to this project between parties shall be resolved by mutual discussions / reconciliations in good faith.
 - 32.1.1 At the first instance, the matter should be resolved between the Project Manager of the bidder and the Nodal Officer of the EDMC.

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- 32.1.2** If the same is not resolved as per para 32.1.1 within 15 days, then the matter has to be take in to coordination committee for resolving the same within 15 days.
- 32.1.3** If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined in para 32.1.1 and para 32.1.2, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.
- 32.1.4 Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 32.1.5 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- 32.1.6 The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- 32.1.7 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 32.1.8 **Place of Arbitration** - The place of arbitration shall be Delhi.
- 32.1.9 English Language - The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- 32.1.10 **Enforcement of Award** - The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.
- 32.1.11 **Performance During Arbitration** - Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

33 PAYMENTS TO THE SELECTED BIDDER:

- 33.1 This shall be as per the terms and conditions in the financial bid document wherein EDMC shall compensate the PMC by allowing it to recover a fixed service charge from the agency selected to execute the project (based on DPR and tender documents made by the PMC agency). The payments shall be made in phases as under:

S. No	Stage	Percentage PMC payout
1	Issue of Letter of Intent To the Contractor executing the contract. EDMC shall issue the work order to the selected bidder for project execution only when the payment has been made to PMC. PMC shall issue a certificate for receipt of payments after which EDMC shall issue work order to the execution agency.	85%
2	Notification by PMC to EDMC regarding Completion	10%

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	of Civil Works as per STAGE IV – EXECUTION PHASE detailed above. This payment shall be made by the contractor to PMC within 7 days of notification by PMC to EDMC.	
3	Within 7 days of issue of issue of completion certificate	5%

- 33.2 **Deductions:** That deductions shall be made for TDS as applicable from time to time.
- 33.3 It is made clear that the payments shall be made to the PMC only by the successful bidder and in case the bidder fail to execute the project for any reason whatsoever, then EDMC will not be liable to pay any service charges/compensation/payment to the PMC. However, any time when EDMC selects a bidder for project execution as per DPR prepared by the PMC, the execution agency shall be liable to pay the service Charges to the PMC before the work order is awarded to the execution agency.
- 33.4 In case, EDMC fails to select any agency for executing the work of development of Usmanpur MCD Colony at any stage of time, then the EDMC is not bound to pay any service charges/compensation/payment to the PMC.
- 33.5 **Other Taxes:** The bidder shall in addition to applicable rent shall also pay for any taxes imposed at present like GST etc.

34 COSTS RELATED TO THE PROJECT TO BE BORNE DIRECTLY BY THE SUCCESSFUL BIDDER

- 34.1 The successful bidder shall be solely responsible for all expenses / costs related to the project as under:
- 34.1.1 All costs related to delivery of services as per this tender document,
- 34.1.2 Statutory tax compliances,
- 34.1.3 Payment for all third-party services availed to operate the project.
- 34.2 That it is made clear that all project related expenses shall be borne by the successful bidder and EDMC will not be a party to it in any manner whatsoever.

35 PENALTY

- 35.1 The Bidder shall perform its obligations under the agreement entered with the EDMC, in a professional manner as per timelines mentioned in the bid documents. This shall not be applicable in case of force majeure conditions.
- 35.2 Failure to submit the DPR as per time stipulated (except in case where EDMC obligations is not met as per tender terms and conditions and force majeure clause) it shall result in a penalty @ Rs 2000/- per day on the successful bidder subject to a maximum of 6 Months beyond which the agreement shall get annulled and the agreement cancelled.
- 35.3 EDMC may recover such amount of penalty from the successful bidder directly or deduct the same from payments due to it.
- 35.4 No penalty shall be levied because of force majeure or due to non-compliance of terms and conditions on part of EDMC.

36 TERMINATION: Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the concessions granted to the Bidder:

- 36.1 EDMC may, at any time, terminate the Contract (in whole or in part) by giving 30 calendar days written notice to the Bidder, without any compensation to the Bidder, whatsoever if:
- 36.1.1.1 The Bidder becomes unwilling, bankrupt or otherwise insolvent.

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- 36.1.1.2 The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager.
- 36.1.2 Other than the clauses as mentioned above, the contract with the successful bidder would be cancelled only if:
- 36.1.2.1 Delay In Project Commencement: the bidder fails to submit the DPR and tender documents to EDMC within the period specified as per the tender document, then EDMC may grant an additional time beyond the initial gestation period to complete the project. Failure to commence operation even within the extended period shall result in termination of the contract.
- 36.2 Upon occurrence of any of the defaults, the EDMC would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the EDMC shall be final and binding on the Bidder and give the bidder a time of 90 days (or extended period) to rectify the same. Failure to rectify the same shall result in termination of the contract.
- 36.3 The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by EDMC to meet conditions precedent.
- 36.4 Consequences of Termination**
- 36.4.1 In the event of termination of the Contract due to the reasons specified above, the selected bidder shall ensure peaceful handing over the site back to EDMC.
- 36.5 In the event of failure of the successful bidder to execute the project, shall constitute sufficient grounds for the annulment of the award, in which event EDMC may award the contract to the next best value bidder or call for new proposals from the interested bidders to hand over the project on as is where is basis to complete the project at the earliest.
- 36.5.1 Such PARTY shall inherit the project with all liabilities incurred by the previous successful bidder whose contract has been cancelled.
- 36.5.2 In this case, EDMC and the successful bidder shall mutually appoint a Government valuer on panel of any agency of Government of India which shall conduct and independent valuation of the investment made by the earlier bidder in the project. That all such costs shall be reimbursed to the earlier bidder by the next incumbent which is chosen by EDMC to execute this project. That the incumbent party would be involved in this process to ensure transparency in handing / taking over of the project on as is where is basis.
- 37 CONFIDENTIALITY**
- 37.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. EDMC will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. EDMC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.
- 37.2 Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during tender process till the stage of execution of agreement.
- 38 EXCLUSIVITY**
- 38.1 The selected bidder shall have exclusive rights for execution of the project for the period defined in this agreement except for termination of this contract on account of force majeure conditions or non-performance of the selected bidder. In such cases, EDMC may get the contract implemented from any other party that it deems fit.

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SECTION – III

SCOPE OF WORK

39 PROJECT BACKGROUND:

- 39.1 East Delhi Municipal Corporation (referred to as EDMC) was established in May 2012, by trifurcation of erstwhile Municipal Corporation of Delhi. It works on management of eastern zones of the city, regarding control and acquisition of land, building constructions and social and physical infrastructure in urban areas.
- 39.2 EDMC has a residential colony in Usmanpur which it wants to get redeveloped to make an iconic modern township in the jurisdiction of EDMC. While undertaking redevelopment the following factors shall be taken into consideration:
- 39.2.1 Residential Multi Storied Flats with lifts / stare case and parking ECS (Equivalent Car Space) as per MPD Norms
- 39.2.2 Smart building management system.
- 39.2.3 Green Features like:
- 39.2.3.1 Rainwater harvesting and ground water recharging
- 39.2.3.2 Energy efficiency capabilities
- 39.2.3.3 Solar power
- 39.2.3.4 Modern Municipal Solid Waste Management Practices and Bio digester facility for sewer waste
- 39.2.3.5 Landscaping and vertical gardens
- 39.2.3.6 Certified Green construction
- 39.2.3.7 Common Infrastructure like RWA (Resident Welfare Association) Rooms, Sports Facility, Housekeeping (including sanitation, power back up), Common Public Toilet for Visitors and maintenance staff CCTV allied security, Fire Safety, Local Shopping Center, facilities for promotion of Start Up India / Skill India etc.
- 39.3 Hence, a DPR (Detailed Project Report) need to be prepared by a professional agency (PMC – Project Management Consultant) so that the detail cost estimate of the project and timelines involved in construction can be documented on the basis of which competitive bids can be called for redevelopment of the site through a Public-Sector Undertaking (PSU) which then retains a part of the developed FSI (Floor Space Index) with sale rights and delivers the following:
- 39.3.1 Complete redevelopment of the site wherein a part of the FSI is given back to EDMC against the development and sale rights for a part of the FSI
- 39.3.2 The PSU which develops the complex is also bound to undertake outer building civic maintenance of the portion of FSI under EDMC control as well as maintenance of the common areas for a period of 20 years post the completion of the project.
- 39.4 To attain the above said objective, EDMC through this tender wants to select a PMC (Project Management Consultant) who shall make the DPR and related tender documents for redevelopment of EDMC staff colony at Usmanpur. For the services given by the PMC to EDMC, EDMC shall not pay anything to the PMC but shall fix a service charge (proportional to the percentage of the total project cost), which shall be payable by the executing agency to the PMC. In this way the project can be executed without any internal budgetary allocation for the project by EDMC (be it DPR preparation by PMC or project execution at a later stage). For this project the successful

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bidder will be the one who quotes the minimum percentage of service charge as compared to the project cost.

39.5 The scope of work of the PMC (Project Management Consultant) for the redevelopment of Usmanpur site shall be to provide all manpower and associated logistics costs, management and supervision manpower for delivery of scope of work as under:

39.5.1 **STAGE I - DESIGN STAGE**

39.5.1.1 Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with EDMC and obtaining requirements of project and attending meetings at site of work for fulfilling the objectives of the project.

39.5.1.2 Arrange detailed survey & soil investigation at project site.

39.5.1.3 Preparation of Environment Impact Assessment(EIA) report and getting EIA clearance of the project from concerned authorities as required.

39.5.1.4 Preparation and submission of project report based on requirement of project and interaction with EDMC and submission of “Cost Estimates” indicating specifications to be adopted for various buildings/ structures/ services including internal utility services like plumbing, fire-fighting, electrification, fire detection, HVAC, lifts, telephones, PABX, public address system, communication, internet networking and other specialized services as per the requirements of the project.

39.5.1.5 This would include preliminary drawings, designs, specifications and preliminary cost estimates for each and every building/ structure including internal services.

39.5.1.6 Preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings / structures suitable for construction.

39.5.1.7 Preparation of drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for water and sewerage, water supply In-take arrangements, roads, street lighting, telephone system, substations, switch yards and other related schemes, landscaping, horticulture, street furniture, paths, boundary walls and any other specialized extra services as per project requirement suitable for construction and release to site including getting necessary approvals from client, wherever required.

39.5.1.8 PMC Consultant shall ensure that the planning and designing of the work is carried out based on CPWD Specifications, International Best Practices, BIM (Building Information Modeling) practices, Green Building Norms and conformance with relevant bye-laws.

39.5.1.9 Obtaining necessary approvals from statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from Statutory Bodies wherever required. The payment for these approvals shall be given by the implementing agency.

39.5.2 **STAGE II - APPROVAL STAGE**

39.5.2.1 Carrying out any modifications/ deletions /additions / alteration in design / drawings/ documents as required by EDMC for proper execution of works.

39.5.2.1.1 The approved DPR shall have complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications / revision, if any and detailed cost estimates of all works. This should also highlight cost variations possible on account of input cost increase or alternations in approved DPR during project execution phase.

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39.5.2.1.2 All information shall be given to Nodal Officer in one set of hard copy.

39.5.3 STAGE III – DRAFTING TENDER FOR SELECTION OF BIDDERS FOR EXECUTION OF VARIOUS KINDS OF WORKS

39.5.3.1 Preparation of tender document(s) for all for the purposes of inviting tender including giving necessary advice (if required) in deciding the award of work.

39.5.3.2 Separate tender documents may be required to be submitted for different works as decided by EDMC.

39.5.4 STAGE IV – EXECUTION STAGE

39.5.4.1 Periodic supervision of works to ensure adherence on the part of the contractor as tender scope of work, including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution for work at site.

39.5.4.2 Preparation and submission of completion reports as required including getting necessary completion certificates, from statutory bodies.

39.5.4.3 Provide for a Dedicated Project Manager to keep EDMC’s Nodal Officer updated on status of project completion as per agreed time line who shall provide all reports and documentation as may be required by EDMC for such projects from time to time.

39.6 All the clauses in 39 read with other conditions of the bid can be summarized as scope of deliverables of the selected bidder.

40 **ROLES AND RESPONSIBILITIES:** The broad roles and responsibilities of different partners will be as follows. In case any activity is not explicitly defined then the same will be settled through mutual discussions / deliberations of the Coordination Committee.

40.1 **ROLES AND RESPONSIBILITY OF THE BIDDER:** The successful bidder has to provide as under:

40.1.1 That all the capital and operational investments to prepare the DPR/Tender Document or any other report for the project shall be borne by the successful PMC. They shall deploy and provide such qualified and experienced personnel along with the equipment’s as may be required to perform the services under the project acquired for implementation at its own cost. The Bidder is free to have back-end relationship with other specialized entities / service providers/ technical personnel / OEM for providing deliverables related to the project. These relationships shall not have any liability of any kind on EDMC and EDMC shall, in no way, be a party to it.

40.1.2 Hold monthly Coordination Committee meetings with the Nodal Officer and update on progress of the work.

40.1.3 All taxation and the Governmental Statutory Tax compliances in its domain shall be the liability of the bidder. The bidder shall also be responsible for any other Government Laws, rules and regulation as may be applicable from time to time during project execution.

40.1.4 The selected bidder is free to coordinate with any stakeholder to expedite project execution. The EDMC shall provide all help as may be required for such purposes.

40.1.5 That the selected PMC or its subsidiary company either directly or indirectly will not be eligible to participate in the tender process for selection for developer for re-development of New Usmanpur MCD Colony.

40.2 **ROLES AND RESPONSIBILITY OF EDMC:** EDMC shall provide all support and enforcement to help execution of the project for the period of contract and all approvals

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etc as may be required for execution of the said project. This shall include the following:

- 40.2.1 EDMC shall provide a conducive organizational atmosphere to the selected bidder to operate the project.
- 40.2.2 Nodal officer - EDMC shall appoint a Nodal Officer within one week of issue of work order for coordinating with all stakeholders to provide all assistance in taking approvals/ for removal of hindrances, issue of NOC (No Objection certificate) or any other kind of certificate required for the project, Public Notice, Security of men and materials or any other support /assistance rollout the project successfully. It is made clear that the work of the bidder responsible for project execution would be dependent on all approvals / sanctions / NOC and other support to be given by the Nodal Officer. All letters required by the bidder for obtaining power, water connection as well as all third-party approvals / certifications shall be the responsibility of EDMC.
- 40.2.3 The successful bidder cannot be held responsible for delay in work on account of non-delivery of support from the Nodal Officer of the project.
- 40.2.4 Coordination Committee Meet: - EDMC shall hold coordination committee meeting (as and when required) which shall be the platform to resolve any issues related to project implementation through mutual discussions and in good faith. The duration may be adjusted as per project requirements. Further, the Coordination Committee will decide on the matters where clarity is required for project execution. In this regard, the decision of the Coordination Committee would be final and binding on the selected bidder.
- 40.2.5 Fulfilling all obligations as defined in conditions precedent clause and other clauses of the tender documents.

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SECTION IV

FORMATS OF DOCUMENTS & OTHER SPECIFICATIONS RELATED TO THIS TENDER

APPENDIX	SUBJECT
APPENDIX I	TECHNICAL BID COVER LETTER
APPENDIX II	CONSORTIUM UNDERTAKING
APPENDIX III	AUTHORIZATION TO SIGN TENDER DOCUMENT
APPENDIX IV	NEAR RELATION CERTIFICATE
APPENDIX V	NON-BLACKLISTING UNDERTAKING
APPENDIX VI	FINANCIAL BID FORMAT
APPENDIX VII	FORMAT OF AGREEMENT BETWEEN EDMC AND THE SUCCESSFUL BIDDER

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**TECHNICAL BID COVER LETTER (ON THE LETTER HEAD OF THE SOLE
BIDDER OR A LEAD BIDDER OF THE CONSORTIUM)**

Ref:

Date:

To,
The Commissioner,
East Delhi Municipal Corporation,
419, Udyog Sadan,
Patparganj Industrial Area,
Delhi - 110092

SUB: TECHNICAL BID COVER LETTER

**REF: TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND
ASSET IN USMANPUR**

Sir,

1. I/We, the undersigned, having carefully examined the referred tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof.
2. I/We agree to abide by this Proposal, consisting of this letter and our tender response Proposal, for a period of 90 days from the date fixed for submission of bids as stipulated in the tender (including addenda / pre-bid clarifications to the RFP) and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/We have enclosed the applicable Tender Document Fees and EMD details of which are in the Information Sheet enclosed with this letter.
4. We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, EDMC reserves all the rights to terminate the contract and appropriate penalty will be borne on us.
5. I/We agree to execute a contract in the form to be communicated by EDMC, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this bid.
6. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding agreement.
7. We undertake, if our Bid is accepted, to deliver as per scope of work as specified in the tender documents and agreement made thereafter.
8. That the undersigned is hereby authorized to sign all tender documents.

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Seal:

Signature With Seal

As a Token of Acceptance of all Clauses

INFORMATION SHEET

S No.	GENERAL INFORMATION	
PART A		
1.	Name of the company/Agency/Consortium	
2.	Type of Incorporation	
3.	Address for communication	
4.	Name of Contact Person	
5.	Designation	
6.	Phone No.	
7.	Fax No.	
8.	Mobile No.	
9.	Email address	
<i>PART B-DD-Pay Order Details</i>		
10.	Tender Document Fee Amount	
11.	Issue Date	
12.	D.D. No.	
13.	Name of the bank	
14.	Branch	
15.	EMD Fee Amount	
16.	Issue Date	
17.	EMD No.	
18.	Name of the bank	
19.	Branch	

LIST OF DOCUMENTS ATTACHED

S. No.	Component	Location
1	Any one Company Registration Document	Flag 1
2	Consortium Undertaking, if any as per APPENDIX II	Flag 2
3	Authorization to sign tender document as per APPENDIX IV	Flag 3
4	Near relation certificate as per APPENDIX V	Flag 4
5	Non-blacklisting undertaking as per APPENDIX VI	Flag 5
6	ISO Certificate	Flag 6
7	OEM (Original Equipment Manufacturer) or OEM distributor authorization for Smart Building Management System	Flag 7
8	OEM (Original Equipment Manufacturer) or OEM distributor authorization for Digital Building Planning and facility management projects or BIM (Building Information Modelling) solutions	Flag 8

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Seal:

Signature With Seal

As a Token of Acceptance of all Clauses

CONSORTIUM UNDERTAKING ON LETTERHEAD OF LEAD BIDDER

TO WHOMSOEVER IT MAY CONCERN

This is to state that for the purpose of the **TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR**, we have agreed to form a Consortium as under:

S. No.	Name Of Agency	Name Of Signing Authority Along With Designation	Role In Consortium
1			
2			
3			

Signature Party 1:

Signature Party 2:

Signature Party 3:

Signature With Seal
As a Token of Acceptance of all Clauses

AUTHORISATION ON THE LETTERHEAD OF THE LEAD BIDDER

Ref:

Date:

To,
The Commissioner,
East Delhi Municipal Corporation,
419, Udyog Sadan,
Patparganj Industrial Area,
Delhi - 110092

SUB: AUTHORISATION TO SIGN TENDER DOCUMENTS

REF: TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR

Sir,

This is to state that for the above said tender, we have hereby authorized Sh/Ms working in capacity of with M/s to execute all documents on our behalf for the above said tender.

Signature Party seal:

Signature With Seal
As a Token of Acceptance of all Clauses

ON THE LETTERHEAD OF THE LEAD BIDDER

Ref:
Date:

To,
The Commissioner,
East Delhi Municipal Corporation,
419, Udyog Sadan,
Patparganj Industrial Area,
Delhi - 110092

SUB: NEAR RELATIONS CERTIFICATE

REF: TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR

Sir,

I.....working in the capacity= of
.....
.....with Ms hereby certify that none of my company /
consortium directors “relative(s)” as defined in the Tender Document is/are employed in
EDMC unit as per details given in Tender Document. In case at any stage, it is found that
the information given by us is false / incorrect, EDMC shall have the absolute right to take
any action as deemed fit/without any prior intimation to us.

(Signature of the Authorized signatory of the Bidding Organization)
Name:
Designation:
Seal:

Signature With Seal
As a Token of Acceptance of all Clauses

ON THE LETTERHEAD OF THE BIDDER / CONSORTIUM

Ref:
Dated:

To,
The Commissioner,
East Delhi Municipal Corporation,
419, Udyog Sadan,
Patparganj Industrial Area,
Delhi - 110092

SUB: SELF DECLARATION OF NOT BEEN BLACKLISTED

REF: TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR

Sir,

We confirm that our company/ all members of the consortium have never been blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground.

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Seal:

Signature With Seal
As a Token of Acceptance of all Clauses

LETTERHEAD OF LEAD BIDDER OF THE CONSORTIUM

Ref:.....

Date:.....

To,
The Commissioner,
East Delhi Municipal Corporation,
419, Udyog Sadan,
Patparganj Industrial Area,
Delhi - 110092

SUB: FINANCIAL BID**REF: TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR**

Sir,

1. We, the undersigned, having carefully examined the referred tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof and are quoting the costs exclusive of all applicable taxes. However, the applicable taxes have been indicated in each column.
2. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
3. With reference to the invitation to Bid for the above-mentioned tender, in addition to compliance of all obligations as defined in the tender, we hereby offer our rates as per the scope of work mentioned in the bid documents as under:

S. No.	Particulars	Percentage in figures	Percentage in Words
1.	PMC Charges in Percent of Project Cost		

Thanking you

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Seal:

Signature With Seal

As a Token of Acceptance of all Clauses

FORMAT OF AGREEMENT BETWEEN EDMC AND SELECTED AGENCY

AGREEMENT

This agreement is made at Delhi on the/..../2018 for implementation of the work FOR IMPLEMENTAION OF PROJECTS AS PER THE **TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR (COPY ENCLOSED)**

East Delhi Municipal Corporation acting through.....(hereinafter referred to as EDMC, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **FIRST PARTY'**.
AND

M/s having office at acting through(herein after called as “.....”, which expression shall, unless excluded by or repugnant to the context be deemed to include its successors, administrators or permitted assignees) of the **SECOND PARTY**.

EDMC and being referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS

- 1. In response to the **TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR**, the SECOND PARTY’s offer was evaluated by EDMC and it was selected to execute the project through Letter of Intent No.....Dated issued by the FIRST PARTY.
- 1. That the SECOND PARTY has consented to implement the same vide acceptance letter No dated (**COPY ENCLOSED**)
- 2. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions by way of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, “EDMC” AND “.....” INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS & INTERPRETATIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- 1.1. “Affected Party” shall mean the Party claiming to be affected by a Force Majeure Event in accordance **clause 29** of the tender documents.
- 1.2. “Agreement” shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.
- 1.3. “Applicable Law” shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in

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- India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the PARTIES.
- 1.4. “Applicable Permits” shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the SECOND PARTY under Applicable Law, in connection with the Project during the subsistence of this Agreement.
 - 1.5. “Appointed Date” shall mean the date of this Agreement.
 - 1.6. “Arbitration Act” shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
 - 1.7. “COD” or “Commencement of Operations Date” shall mean the date on which the SECOND PARTY has to start the project as per tender terms and conditions.
 - 1.8. “Department” means East Delhi Municipal Corporation (EDMC) or any Government Department.
 - 1.9. “Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility.
 - 1.10. “Financing Documents” shall mean collectively the documents evidencing Lenders’ commitment to the Project.
 - 1.11. “Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
 - 1.12. “Force Majeure” or “Force Majeure Event” shall mean an act, event, condition or occurrence as specified in **clause 29** of the tender documents.
 - 1.13. “Government Agency” shall mean EDMC or any agency of Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the project, or the performance of all or any of the services or obligations of the SECOND PARTY under or pursuant to this Agreement.”
 - 1.14. “Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the SECOND PARTY to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
 - 1.15. “Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.
 - 1.16. “Operations Period” shall mean the period commencing from COD and ending at the expiry of the agreement.
 - 1.17. “Parties” shall mean the parties to this Agreement and “Party” shall mean either of them, as the context may admit or require.
 - 1.18. “Performance Security / Bank Guarantee / Security Deposit” shall mean the guarantee for performance of its obligations to be provided by the SECOND PARTY in accordance with tender terms and conditions.

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As a Token of Acceptance of all Clauses

- 1.19. "Person" shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.
- 1.20. "Preliminary Notice" shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.
- 1.21. "Project" shall mean the entire scope of work as per the **TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR** and other obligations as spelt in the agreement.
- 1.22. "Project Agreements" shall mean collectively this Agreement and any other material contract entered into or may hereafter be entered into by the SECOND PARTY in connection with the Project.
- 1.23. "Project Requirements" shall mean the obligation of the PARTIES related to the **TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR** or any other requirements as per the present agreement.
- 1.24. "Project Site" means the work are defined in the **TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR**
- 1.25. "Rupees" or "Rs." refers to the lawful currency of the Republic of India.
- 1.26. "Services" means the work to be performed by the SECOND PARTY pursuant to this contract as described in this agreement.
- 1.27. "Tax" shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the SECOND PARTY under Applicable Law.
- 1.28. "Termination" shall mean early termination of the agreement, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
- 1.29. "Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.
- 1.30. "Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires,

- 2.1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- 2.2. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- 2.3. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- 2.4. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 2.5. The words "include" and "including" are to be construed without limitation;

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As a Token of Acceptance of all Clauses

- 2.6. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- 2.7. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include such days or dates;
- 2.8. Any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST);
- 2.9. The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- 2.10. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- 2.11. References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- 2.12. Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise
- 2.13. The damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the “Damages”)

3. SCOPE OF THE WORK

- 3.1. Implementation of the Project as per scope of work in SECTION III of the tender document.

4. ROLES AND RESPONSIBILITIES OF THE PARTIES

4.1. FIRST PARTY

- 4.1.1. As per the tender documents especially **clause 40** of the tender documents.

4.2. SECOND PARTY

- 4.2.1. As per the tender documents especially **clause 40** of the tender documents.

5. PERFORMANCE GUARANTEE

- 5.1. This shall be of a value of amount equal to the EMD and shall be in the format as per the tender documents.

6. PAYMENTS TO THE SECOND PARTY

- 6.1. As per **clause 33** of the tender documents and other details in the financial bid /tender documents.

7. TERM AND TENURE

- 7.1. As per **clause 28** of the tender documents.

8. GESTATION PERIOD

- 8.1. As per **clause 27** of the tender documents.

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As a Token of Acceptance of all Clauses

9. COORDINATION COMMITTEE

- 9.1. That a Coordination Committee consisting of the representatives of both the PARTIES shall be constituted to address any issue that may arise during implementation of the project and resolve all issues through mutual discussions and good faith. That the said Coordination Committee shall have the powers to improvise the project functionalities in due course of time and such suggestions can be added as improvements in the Agreement and such decisions shall be deemed to have been approved by the Competent Authority. Such recommendations with due approval of the EDMC (Competent Authority) shall be binding on the SECOND PARTY. The views of the SECOND PARTY on such suggestions shall always be invited during the deliberations.
- 9.2. All relevant records of proceedings of Coordination Committee should be maintained and shared with the Nodal Officer.
- 9.3. Other than the planned meetings, EDMC may call for Coordination Committee meeting with prior notice to the Bidder.

10. REPRESENTATION AND WARRANTIES OF PARTIES

10.1. **REPRESENTATION AND WARRANTIES OF THE FIRST PARTY –**
The FIRST PARTY represents, assures, covenants to the SECOND PARTY that it has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the same and when executed and delivered, this Agreement shall constitute a valid and legally binding obligations of the FIRST PARTY, enforceable in accordance with the terms hereof.

10.2. **REPRESENTATION AND WARRANTIES OF THE SECOND PARTY –**
The SECOND PARTY represents, assures, covenants to the FIRST PARTY that it has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the same and when executed and delivered, this Agreement shall constitute a valid and legally binding obligations of the SECOND PARTY, enforceable in accordance with the terms hereof.

11. SEVERABILITY

- 11.1. In the event that any provision of this agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that provision shall be reformed, if possible to conform to law and if reformation is not possible, then that part of the Agreement shall be amended/deleted, the remainder of the provisions of this agreement shall subject to this paragraph remain in full force and effect. Each of the provisions contained in this Agreement shall accordingly be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.
- 11.2. Amendments / additions may also be necessitated because Coordination Committee deliberations.

12. COMMUNICATIONS

12.1. Communications in Writing - Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and in English.

12.2. Method of Services - Any such notice or other communication shall be addressed as provided in para **12.3** and, if so addressed, shall be deemed to have been duly given or made (unless it is obvious that it has not been) as follows:

12.2.1. If sent by personal delivery, upon delivery at the address of the relevant Party.

12.2.2. If sent by registered post, fifteen (15) days after dispatch, and

12.2.3. If sent by facsimile transmission, when dispatched, but only if the sender's transmission report shows the entire facsimile to have been received by the recipient with 'OK' transmission report.

12.3. Address for Notices

FIRST PARTY

Address: The Commissioner,
East Delhi Municipal Corporation,
419, Udyog Sadan,
Patparganj Industrial Area,
Delhi - 110092

SECOND PARTY

Address:
.....
.....
.....

12.4. Change of Address - A Party may notify the other Party of a change to its name, addressee, address and telex or facsimile numbers for the purposes of Clause **12.3** provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place, or if no date is specified or the date specified is less than five days after the date on which notice is given, the date falling five days after notice of any such change has been given.

13. SETTLEMENT OF DISPUTES

13.1. This shall be as per provisions in **clause 32** of the tender documents.

14. PENALTY:

14.1. That this shall be as per provisions in **clause 35** of the tender documents.

15. NO BREACH OF OBLIGATIONS

15.1. The Service Provider shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

Signature With Seal

As a Token of Acceptance of all Clauses

- 15.1.1. Force Majeure Event
- 15.1.2. Compliance with the instructions of the EDMC or the directions of any Government Agency other than instructions issued because of a breach by the Service Provider of any of its obligations hereunder;
- 15.1.3. Closure of the Project Facility or part thereof with the approval of EDMC.

16. FORCE MAJEURE AND CHANGE OF LAW

16.1. **FORCE MAJEURE** – As per **clause no 31** of the tender documents.

16.2. CHANGE IN LAW - Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

16.2.1. The enactment of any new Indian law;

16.2.2. The repeal, modification or re-enactment of any existing Indian law;

16.2.3. A change in the interpretation or application of any Indian law by a court of record.

16.3. PROVIDED THAT CHANGE IN LAW SHALL NOT INCLUDE:

16.3.1. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,

16.3.2. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,

16.3.3. Any change in the rates of the Central Taxes.

16.4. Subject to Change in Law resulting in Material Adverse Effect and subject to the SECOND PARTY taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if because of a Change in Law, the SECOND PARTY is obliged to incur additional costs, EDMC shall not reimburse any such cost.

17. TERMINATION

17.1. This shall be as per **clause 36** of the tender documents.

17.2. Withdrawal of Termination Notice - Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

18. EXCLUSIVITY

18.1. That SECOND PARTY shall have exclusive right for the implementation of the said project for the time period as defined above and no agreement or arrangement permitting such activities by any other party shall be entered into with any other party during the concession period by the Competent Authority.

19. SUCCESSOR BODY

19.1. That if there is a change in the constitution of the FIRST PARTY, its successor body shall be bound by the agreement during its term and tenure.

20. COUNTERPARTS

20.1. This Agreement in English may be executed in one or more counterparts each of which shall be deemed to be an original but all such counterparts shall constitute one and the same instrument.

21. GOVERNING LAW

21.1. This Agreement shall be governed by and interpreted in accordance with the laws of the India and the courts at Delhi shall have exclusive jurisdiction.

22. AMENDMENTS

22.1. That the PARTIES can amend / substitute / add any clause through mutual consent.

23. ENTIRE AGREEMENT

23.1. This Agreement constitutes the entire agreement between the Parties hereto with respect to all contained hereinabove and all the clauses / conditions of the tender document as per ANNEXURE I shall be binding on both the PARTIES.

24. ANNEXURES

24.1. ANNEXURE I – TENDER FOR SELECTION OF A PMC FOR MONETISATION OF LAND ASSET IN USMANPUR

24.2. ANNEXURE II - Letter Of Intent no:..... dated:..... issued by EDMC to

24.3. ANNEXURE III – Letter of Acceptance from M/s no:..... Dated:..... in response to the Letter of Intent issued by EDMC.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES PLACED THEIR RESPECTIVE HANDS AND SEALS HERETO ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED:

For and on behalf of
EDMC
.....

For and on behalf of

(Signature with Seal)

(Signature with Seal)

Witness:

1.

2.

Signature With Seal
As a Token of Acceptance of all Clauses