

**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (PARKING)
UNDER BHISHAM PITAMAH FLY OVER SEWA NAGAR, NEW DELHI - 110003**

NIT No.: EE- (Parking)/TC/2022-23/1

Date: 06-04-2022

NOTICE INVITING BIDS

Last Date of Download Tender Document	06-05-2022	03:00 P.M.
Last Date of Submission of queries	19/04 / 2022 upto 02:00 PM	
Pre-bid Meeting	19-04-2022 at 2:00 PM in the office S.E (Parking), Under Bhisham Pitamah Flyover, Sewa Nagar, New Delhi-110003	
Response to queries	Within 3 working days of the pre-bid meeting	
Closing of Bid	06-05-2022	03:00 P.M.
Opening of Bid	06-05-2022	03:05 P.M

EE (Parking) SDMC invite bids manually or through e-tendering www.etenders.gov.in/eprocure/app from shortlisted eligible CPSUs to act as Consultant/PMC for the work –

Name of Work: DEVELOPMENT & MONETIZATION OF LAND PARCEL UNDER SDMC SITUATED AT COMMUNITY CENTER AT MADIPUR, PUNJABI BAGH, NEW DELHI AS MULTILEVEL CAR PARKING FACILITY WITH COMMERCIAL COMPLEX

Tentative project cost : Rs 40.00 crore

N.B.: 1. Interested CPSUs are requested to submit their PMC/Consultancy service charges/ Professional Fee in percentage of project cost in sealed envelope in the office of SE (Parking) SDMC for manual bids or through e-tendering www.etenders.gov.in/eprocure/app.

2. Interested CPSU's shall quote their rate on the basis of tentative project cost. Final project cost may vary as per PPP project.

1	Cost of tender document	Nil
2	Earnest Money (EMD)/ Bid Security	Nil
3	Total duration of contract	1 year after completion of defect liability period
4	Time Lines	Feasibility report including financial model with multiple option shall be submitted within 30 days. The detailed frame work of PP shall be submitted within 60 days after acceptance of feasibility report by the department. The bid documents shall be submitted within 04 weeks of the acceptance of detailed frame work.
8	Head of Account	K-154-3018
9	Validity of bid	180 days from the date of opening of bid or the date of negotiation, whichever is later
10	Bid Documents can be had from :	Office of EE (Parking) / Account/tender branch of Div.(M)-I Central Zone, SDMC, ARJUN MARG, DEFENCE COLONY, NEW DELHI-110024 or can be downloaded from the website: http://mcdonline.nic.in or www.etenders.gov.in/eprocure/app
11	Bid Submission (Manually)	Office of Superintending Engineer (Parking) Project, Under Sewa Nagar Fly Over, Defence Colony, New Delhi -110003 in sealed envelope
12	Bid Submission (online)	www.etenders.gov.in/eprocure/app
12	Pre-bid meeting	Office of Superintending Engineer (Parking) Project, Under Sewa Nagar Fly Over, Defence Colony, New Delhi -110003

Note 1: The bidder/ agency shall quote the rates considering GST @18%. However, during execution of work it is noticed that GST paid/ to be paid by the agency as per prevalent rule/ laws for the GST is higher/lesser than 18%, reimbursement/ recovery to the agency shall be made. The bidder/ agency is required to produce the payment receipt/ vouchers along with GST return.

3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the SDMC, the Bids will be opened at the appointed time and place on the next working day.

3. Authorized representatives of the Agency/Bidder, who have submitted Bids on time may attend the Bid opening, provided they bring with them letters of authority from the corresponding Bidders.

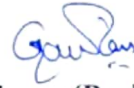
4. There shall be no escalation on the consultancy /professional fee

Any bidder(s) as an individual or as (a part of JV/) a group which has been blacklisted or de-registered by any government agency(s) or public sector undertaking during the last 4 years will not be eligible.

Conflict of Interest: All tenderers found to have a conflict to interest in this tender process shall be disqualified. Tenderers shall be considered to have a conflict of interest, if:

Submit more than one application in this tender process. The consultant of the department and consultant of contractor/agency/bidder is same.

Details has been given in bid document which can be had from Office of EE (Parking)/ Account/tender branch of Div.(M)-I Central Zone, SDMC, ARJUN MARG, DEFENCE COLONY, NEW DELHI-110024 for manual submission or can be downloaded from the website: <http://mcdonline.nic.in> or www.etenders.gov.in/eprocure/app for online submission



**Ex. Engineer (Parking) Project,
South Delhi Municipal Corporation**

Copy to:-

- i) Notice Board
- ii) 07 shortlisted CPSUs through email
- iii) All Concerned
- iv) <https://etenders.gov.in/eprocure/app>

South Delhi Municipal Corporation

BID DOCUMENT

FOR PROVIDING CONSULTANCY/ PMC SERVICES FOR DEVELOPMENT & MONETIZATION OF LAND PARCEL UNDER SDMC SITUATED AT COMMUNITY CENTER AT MADIPUR, PUNJABI BAGH, NEW DELHI AS MULTILEVEL CAR PARKING FACILITY WITH COMMERCIAL COMPLEX

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SECTION-1: NOTICE INVITING BIDS**South Delhi Municipal Corporation****NOTICE INVITING BIDS**

NIT No. _____

Dated: __.__.2022

Last Date of Download Tender Document	_____ 02:00 P.M.
Last Date of Submission of queries	__/__/2022 upto __ PM
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Closing of Bid	_____ 03:00 P.M.
Opening of Bid	_____ 03:05 P.M

SDMC invite bids **manually or through e-tendering www.etenders.gov.in/eprocure/app** on **shortlisted eligible CPSUs** to act as Consultant/PMC for the work –

Name of Work: DEVELOPMENT & MONETIZATION OF LAND PARCEL UNDER SDMC SITUATED AT COMMUNITY CENTER AT MADIPUR, PUNJABI BAGH, NEW DELHI AS MULTILEVEL CAR PARKING FACILITY WITH COMMERCIAL COMPLEX

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EE (Parking)

SECTION-2: INTRODUCTION

Introduction

SDMC is local body constituted under The Delhi Municipal Corporation Act, 1957 and providing civic services/ amenities such as construction of roads, drains, health services, education services, sanitation services etc. in the area under its control. SDMC is also constructing and developing multilevel car parking for the public

Purpose:

SDMC aims to develop and monetize its land parcel (area about 2300 sq.mtr) located in SDMC area at Community Center at Madipur, Delhi through of Multi Level Car Parking Facility with Commercial Complex under Public Private Participation (PPP) format and intends to engage eligible CPSUs having presence in NCR with an aim & objective **to determine the lowest service charges** to carry out required consultancy services as PMC for development & monetization of this SDMC land parcel. PMC will be required to provide its consultancy services towards preparation of feasibility report, asset monetization plan, architectural plans, besides selection of suitable developer(s) through a transparent bidding process mechanism as well as project management services towards construction supervision till defect liability period.

Details of Project: SDMC intends to develop and monetize this land parcel situated in SDMC area for the purpose of creating world class infrastructure in capital town under Public Private Participation (PPP) by engaging CPSUs as Consultant/ PMC. This property is located in prime location and have potential to be developed as commercial with multilevel car parking facility. SDMC is aiming to develop this property as multilevel car parking with commercial complex in coming years under revenue sharing models with investment from private/public entities.

Scope of work under PMC:

The brief scope of work on part of the Bidder/ PMC shall include the services as may be assigned by the Custodian i.e. MCD/SDMC and in general shall include but not limited to the following:

A	<ol style="list-style-type: none"> 1) The consultant will submit feasibility report including financial model with multiple options for this PPP project before the department. 2) After acceptance of feasibility report, the Consultant will be required to provide a detailed report for public private participation in proposed project. It is expected that the final document would detail: a) The broad standards of infrastructure (physical, human, equipment etc.) of the proposed project and the services. 3) Assessment of the financial viability of the project based on detailed cash flow projections, including scope for cross subsidization, scope for economies of scale, detailed cost analysis, scope of services. Provide proper justification for the various revenue models which can be part for the implementation of this project. 4) Detailed analysis of various project related risk parameters and risk mitigation/ Management plan, including risk allocation matrix 5) Any other issue that is incidental to achieving the objectives of the Projects Development under PPP. 6) To develop a detailed action plan, including the financial impact, the timeline and preferred bidding options in each case. 7) Financial assessment and PPPs structuring, to develop a detailed business plan and revenue model for the preferred PPP models including. <ol style="list-style-type: none"> a) Detailed cash flow projections for the project term with break-even point analysis. b) Projections for recovery of investment and internal rate of return. c) Proposed duration of the concession agreement. d) Risk analysis and sensitivity analysis. e) Bidding Strategy involving PPP agreement 8) Bid Process Management (Support the pre-bid and bid process for the projects). <ol style="list-style-type: none"> a) Determine pre-qualification criteria, prepare request for qualification (RFQ)/Expression of Interest (EOI) documents and assist in prequalification of bidders for the PPP project. b) Prepare request for proposal (RFP) documents and other supporting documents (including instructions and detailed project information to the bidders), as required, for inviting bids, including draft concession agreements, transaction structures, risk allocation matrix, criteria for evaluation of bids and milestone bonding based on project feasibility report and business models developed for the projects. c) Assist in pre-bid and bid evaluation process and in responding to queries / comments by various parties and modify the RFP document, as required. d) Assist in drafting and execution of the transaction agreements, including the concession agreements and all supporting agreements.
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	<p>e) Providing Bid process management services for selection of suitable developer(s) under PPP format to monetize the said land parcel.</p> <p>9) As and when required, consultant /PMC will give presentation to SDMC authorities on this purpose.</p>
B	<p>Providing all engineering services for creating desired infrastructure. The services will include surveying, preparation of feasibility report, asset monetization & Revenue sharing plans, architectural planning etc.</p> <p>The architectural consultancy shall include but not limited to the following:-</p> <ol style="list-style-type: none"> 1. Project management consultancy (PMC) services will be provided during construction, during defect liability period and 1 year after the defect liability period. PMC shall also be responsible of checking of all Engg data, reports, design and drawings, specifications etc. 2. Presentation having three options with cost optimization findings after making general detailed site survey, preparation of survey plans, Preparation of multi-options Master Plan with cost benefit analysis and giving broad specifications, Architectural layouts of bldgs. 3. Soil Investigation and to asses underground utility services, services on the surface as well as overhead. 4. Preparation of Preliminary Estimate/Detailed Estimate (Technical Sanction) with broad specifications.
C	<p>Providing project management supervision, Quality control and Quality assurance, during the construction of related infrastructure on stated land parcel till defect liability period.</p>
D	<p>Co-ordination with all other agencies, local authorities/bodies for implementation of Project as per requirement of site conditions and local bye-laws.</p>
E	<p>To assist and coordinate in obtaining Permissions/ No Objection Certificate from different authorities i.e. DUAC, Fire Department, ASI, AAI, UTIPEC, Tree cutting permission from forest department etc. The cost towards obtaining of these permission/approvals will not be accountable to PMC.</p>
F	<p>Preparation of application and other documents for the shifting of utility services such as transformer, underground/ overhead services and to facilitate in the shifting of jhuggis, shops etc. existing on/ nearby the land</p>
G	<p>To make presentation before the MCD/SDMC officers in this regard for their technical approach, methodology and work plan for the implementation.</p>

Expertise Required The consultant shall deploy such personnel, who have knowledge and experience of medical education and public health issues, financial management, PPP initiatives in social sectors preferably health; and legal expertise in drawing up of PPP contracts.

Payment of fee

The Payment Schedule will be as follows and subject to timely submission of outputs/deliverables:

S.No.	Activity	Schedule of Payment
1	Award of work	10% of Professional fee (against an acceptable bank guarantee)
2	On recommending selection of	10% of Professional fee

	final bidder after RFP	
3	On execution of concession agreement	10% of Professional fee
4	On completion of 12 month period of performance of the PPP	25%
5	After completion & commissioning of the main project	30%
6	After Defect Liability Period of main project	10%
7	After completion of 01 year of the defect liability period	5%

N.B.

1. The initial amount of 10% of professional fee against the BG will be given as advance, after signing of the agreement between SDMC and PMC, for conducting site surveys, preparation of feasibility report, asset monetization plan, initial plans etc,.
2. The applicable fee shall be paid to PMC on selection of developer, commencement of construction works, during construction works at the time of signing of the agreement.
3. Further, any payments to PMC shall be made only from the funds generated from the monetization proceedings.
4. If by any reason (Not attributable to PMC), the development of any site could not be taken up, then this initial advance money will be adjusted against the actual expenses made by PMC towards the subjected project. Any balance amount shall be refunded to SDMC by PMC however, SDMC will not pay any more amount, if the claimed expenses amount is more than initial advance given by SDMC to PMC. No claim in this regard shall be entertained by SDMC.
5. SDMC reserves the right to stop the assignment at any point of the Consultancy with a notice of fifteen days. The expenses incurred towards the assignment till that time as decided by the department shall be paid in such an event.

SECTION-3: BID SUBMISSION & OPENING

Undertaking by Consultant

The Consultant shall furnish the following Undertaking as a part of the proposal. "We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our sister concern. It is further certified that there is no investigation pending against us or our sister concern or the CEO, Directors / Managers / Employees or our concern or of our sister concern. It is certified that no conflict of interest exists as on date and in future if such a conflict of interest arises, we will intimate the SDMC of same.

Authorized Signatory

The proposal should be complete with all enclosures duly signed by authorized signatory. All the information/details to be supported by authentic documents duly certified by the authorized signatory.

Right of SDMC to reject

The SDMC reserves the right to add/delete/modify any one or more of the terms and conditions before submission deadline as well as to reject any or all proposals without assigning any reason therefore.

Nodal Point

The Selected Consultant shall be required to nominate the team leader who shall be the nodal point for communication with SDMC.

Financial Proposal to include all costs

The proposal should include all costs including travel, printing , out of pocket expenses etc. and shall be inclusive of all taxes, duties, levies and charges of all types including service taxes, etc.

Award Criteria

Ranking will be done as per the Service Charges quoted by bidders. Agency quoting the lowest Service Charges/ Professional Fee shall be considered for successful for award of work.

Other agencies (L-2, L-3 and so on), may also be considered for award of work if they agree to accept lowest Service Charges/ Professional Fee. Agencies so empanelled may be considered for award of work at the discretion of competent authority of SDMC.

The selection of CPSU's for development of multilevel car parking projects with commercial component shall be valid for 02 years from the date of such selection. This can be further extended for 01 more year with the mutual consent of both the parties.

Performance & existing work entrusted by SDMC (if any) shall be the criteria for award of work.

Execution of Memorandum of Agreement

The successful bidder (s) must execute Memorandum of Agreement on non-judicial stamp paper of Rs. 100/- within fifteen days from the date of issue of work order. The same shall be as per norms of SDMC as amended time to time and can be seen during office hours at SDMC.

Corrupt or Fraudulent Practices

It is required by all concerned to observe the highest standard of ethics during the bidding process and execution of such contracts. In pursuance of this policy, the Custodian/ SDMC:-

- (a) Will reject bid/contract if it determines that the Bidder, recommended for award, has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SDMC if it at any time determines that the agency has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/ deliberate negligence in executing the contract.
- (c) SDMC reserves the right not to conclude contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

A separate Integrity Pact as per Annexure-II shall be executed on non-judicial on denomination of Rs. 100/- with the bidder to whom the work shall be entrusted.

Any dispute arising out of the process of bidding shall be dealt with by courts at New Delhi only.

Breach on the part of the Consultant/ PMC

In case, Consultant/PMC after award of work/ assignment fails to complete or leave the work mid way without any reasonable cause, he will be liable for a penalty/ damages which can be upto 10% of the professional fee, decided by the Principal/Owner/ Custodian besides of other actions such as debarring, blacklisting etc. In case Consultant/PMC fails to pay penalty/ damages so decided, then this amount can be recovered from any due amount to him in respect of any other work or SDMC will bring suit of recovery against him before the competent court of law in Delhi.

SECTION-4: ELIGIBILITY CRITERIA

Participating CPSUs are required to submit the following documents:

1. As specified under GFR 2017 Rule 133(3), the bidder/Agency should be a Public Sector Undertaking set up by the Centre or State Govt. to carryout Civil & Electrical works or any Central/State Govt. Organization /PSU which may be notified by the Ministry of Urban Development for such purpose. Relevant supporting documents may be furnished.

(An affidavit in this regard as per Annexure - I shall be submitted & signed by an officer not below the rank of General Manager or Superintending Engineer or eq.)

- i. Memorandum of Articles of the organization
- ii. Declaration about non blacklisting- non debarring
- iii. Price Bid (In prescribed format)

PRICE BID SUBMISSION FORM

To,
 EE (Parking)
 South Delhi Municipal Corporation
 Under Bhisam Pitamah Flyover, Sewa Nagar,
 New Delhi-110003

Ref.: Your Bid Document No.:xx/xxxx/xxxx dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We hereby submit our proposal in conformity with your above referred bid document for the Service Charges in the Price Bid as below, attached herewith and made part of this Bid.

S. N.	Name of Work	Service Charges/ Professional Charges (% of project cost)	
		(in figure)	(in words)
01	DEVELOPMENT & MONETIZATION OF LAND PARCEL UNDER SDMC SITUATED AT COMMUNITY CENTER AT MADIPUR, PUNJABI BAGH, NEW DELHI AS MULTILEVEL CAR PARKING FACILITY WITH COMMERCIAL COMPLEX		

We further understand that SDMC is not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We confirm that we do not stand de-registered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/corrigendum if any.

The above professional fee is inclusive of all taxes (including GST) and all other expenses. This is based upon tentative cost of Rs. 40.0 crore irrespective of actual / final cost of the project. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. 180 days from the submission of the proposal.

 [Signature with date, name and designation]

Duly authorized to sign Bid for and on
 behalf of

(Name of Organization)

INTEGRITY PACT

To,

Executive Engineer (Parking)
South Delhi Municipal Corporation
New Delhi

Sub: SUBMISSION OF BID FOR PROVIDING PMC SERVICES FOR DEVELOPMENT & MONETIZATION OF LAND PARCEL UNDER SDMC SITUATED AT COMMUNITY CENTER AT MADIPUR, PUNJABI BAGH, NEW DELHI AS MULTILEVEL CAR PARKING FACILITY WITH COMMERCIAL COMPLEX

Dear Sir,

I/We acknowledge that SDMC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by SDMC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the bid, SDMC shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the bid in accordance with terms and conditions of the bid.

Yours faithfully

(Duly authorized signatory of the Bidder
along with name of Organization / Consultant Agency)

To be signed by the bidder / Consultant Agency and same signatory competent / authorized to sign the relevant contract on behalf of SDMC.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Executive Engineer (Parking), SDMC on behalf of Commissioner, SDMC
....., (Hereinafter referred as the
„Principal/Owner/Custodian “, which expression shall unless repugnant to the meaning or
context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Organization

through (Hereinafter referred
to as the (Details of duly authorized signatory)

“Bidder” and which expression shall unless repugnant to the meaning or context hereof include
its successors and permitted assigns) Preamble

WHEREAS the Principal / Owner/ Custodian has floated RFP/Bid (Bid No. -----) (hereinafter
referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure,
contract for “providing PMC services for DEVELOPMENT & MONETIZATION OF LAND
PARCEL UNDER SDMC SITUATED AT COMMUNITY CENTER AT MADIPUR, PUNJABI
BAGH, NEW DELHI AS MULTILEVEL CAR PARKING FACILITY WITH COMMERCIAL
COMPLEX”. hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner/ Custodian values full compliance with all relevant laws of the
land, rules, regulations, economic use of resources and of fairness/transparency in its relation
with its Bidder(s) Construction Agency.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this
Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and

conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the SDMC.

- (1) The SDMC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner/ Custodian, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner/ Custodian will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner/ Custodian will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner/ Custodian shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner/Custodian obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner/ Custodian will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Consultant/ Agency(ies)

- (1) It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Consultant/ Agency commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender / bidding process and during the Contract execution:
 - (a) The Bidder(s)/ Consultant/ Agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the

Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- (b) The Bidder(s)/ Consultant/ Agency will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Consultant/ Agency (ies) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Consultant/ Agency will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner/ Custodian as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Consultant/ Agency will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Consultant/ Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Consultant/ Agency will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Consultant/ Agency will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner/Custodian under law or the Contract or its established policies and laid down procedures, the Principal/Owner/ Custodian shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant/ Agency and the Bidder/ Consultant/ Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Consultant/ Agency, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the

Principal/Owner/ Custodian after giving 14 days notice to the Consultant/ Agency shall have powers to disqualify the Bidder(s)/Consultant/ Agency from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Consultant/ Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner/ Custodian. Such exclusion may be forever or for a limited period as decided by the Principal/Owner/ Custodian.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner/ Custodian has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner/ custodian apart from exercising any legal rights that may have accrued to the Principal/Owner/ Custodian, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Consultant/ Agency.
- (3) Criminal Liability: If the Principal/Owner/ Custodian obtains knowledge of conduct of a Bidder or Consultant/ Agency, or of an employee or a representative or an associate of a Bidder or Consultant/ Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner/ Custodian has substantive suspicion in this regard, the Principal/Owner/ Custodian will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Consultant/ Agency as deemed fit by the Principal/ Owner/Custodian.
- (3) If the Bidder/ Consultant/ Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Consultant/ Agency /Subcontractors

- (1) The Bidder(s)/Consultant/ Agency undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Construction Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its contractors/vendors/Sub contractor (sub vendors).
- (2) The Principal/Owner/ Custodian will enter into Pacts on identical terms as this one with all Bidders and Consultant/ Agency.
- (3) The Principal/Owner/ Custodian will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner/ Custodian and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant/ Agency 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of SDMC.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner/ Custodian, who has floated the Tender i.e. New Delhi.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal/ Custodian in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner/Custodian)

.....

(For and on behalf of Bidder along with name of consultant Agency)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Date:

Annexure – III: Site Key Plan

