

SOUTH DELHI MUNICIPAL CORPORATION (SDMC)

REQUEST FOR PROPOSAL (RFP)

FOR

**Selection of
Transaction Advisor for Construction of Commercial
Complex at Vasant Vihar, Shopping Complex, South Zone.**



OFFICE OF THE EXECUTIVE ENGINEER (PROJECT-II)

WEST ZONE

UNDER DABRI FLYOVER (SPAN NO.3 TO 5), PANKHA ROAD

NEW DELHI - 110058

MOBILE NO. : 9717788265, TELEPHONE : 011-25554096

E-MAIL : eeproject2wz@gmail.com

Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the SDMC or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SDMC in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the SDMC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The SDMC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The SDMC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP. The SDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the SDMC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the SDMC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SDMC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the SDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

TENDER NOTICE FOR LIMITED TENDERS
DOCUMENT CONTROL SHEET

N.O.W.:- Selection of Transaction Advisor for Construction of Commercial Complex at Vasant Vihar, Shopping Complex, South Zone.

NIT No:	EE(Project-II)WZ/TC/2020-21/07 Dated 01/01/2021
RFP Document on Sale & Downloading from SDMC Website.	From 01/01/2021 to 21/01/2021 (between 10:00 AM to 05:00 PM) on all working days From 01/01/2021 to 20/01/2021 – 10:00 AM to 5:00 PM On 21/01/2021 (between 10:00 AM to 03:00PM)
Cost of RFP Document	Rs. 5,000/- (Non-refundable) in the form of Demand Draft/ Pay order in favour of “Commissioner, South Delhi Municipal Corporation” payable at New Delhi.
Bid security	Rs. 5,00,000/- in the form of Demand Draft/ Pay order in favour of “Commissioner, South Delhi Municipal Corporation” payable at New Delhi
Last Date for submission of Queries/Clarifications	11/01/2021 at 05:30 PM
Date for Pre bid Meeting	12/01/2021 at 12:30 PM
Venue of Pre bid Meeting	Office of Chief Engineer, Najafgarh, Engineering Head Quarter, SDMC, 19 th floor, Dr. S.P.M. Civic Center, JLN Marg, Minto Road, New Delhi-110 002
Issue of Addendum (if any)	15/01/2021
Date & Time for Receipt of Bid/Tender	21/01/2021 at 04:00 PM
Opening of Tender	21/01/2021 at 04:10 PM in the Office of Executive Engineer (Project-II) West Zone, SDMC, Under Dabri Flyover (Span No.3 to 5), Pankha Road, Delhi-110058
Address for Communication	Executive Engineer (Project-II) West Zone, SDMC, Under Dabri Flyover (Span No.3 to 5), Pankha Road, Delhi-110058

NOTE: (1) This RFP Document is non transferable.

(2) If any public holiday/ weekly holidays falls on the scheduled dates, the next working day shall be treated as the operational date. The Authority reserves the right to change the above Bid process timelines. However the Authority shall notify prospective Bidders through email/notification on website platform regarding changes to the above timelines

Limited Tender Enquiry

1. INTRODUCTION

1.1 Background

1.1.1 South Delhi Municipal Corporation (SDMC) intends to appoint a Transaction Advisor from the consultancy Firms Empanelled by Department of Investment and Public Assets Management (DIPAM), Ministry of Finance, Government of India, for Monetization of Land & Properties of CPSEs/PSUs/Other Government Organizations on Two Bid System for Selection of Consultant to Provide Services for **Transaction Advisor for Construction of Commercial Complex at Vasant Vihar, Shopping Complex, South Zone**

1.1.2 With a view to inviting bids for the Project, the SDMC has decided to conduct a detailed assessment to evaluate different modes of transactions on the subject project. The assessment will include determining the technical feasibility and financial viability of the Project. If project is found technically and financially viable, the same may be awarded to a private entity (Agency) to construct the building and sale out part of the building on lease hold basis to the perspective buyers as per terms and conditions fixed by the SDMC and generate alternate revenue options. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the SDMC and the Agency

1.1.3 In pursuance of the above, the SDMC has decided to carry out the process for selection of a Transaction Advisory Consultant, for preparing the feasibility report and bid documents. The Transaction Advisory Consultant shall prepare the Feasibility and undertake transaction advisory in accordance with the Terms of Reference specified at Schedule-1 (the "TOR").

1.1.4 Brief of the shopping complex:

The shopping complex at Vasant Vihar was transferred to erstwhile MCD in March 2006 from MOHUA, GOI. The approx. area of land is 2718.17 sqm or 29253.40 sqft.

As per record, an initiative was taken by the Land & Estate Department in pursuance of transfer of 125 vacant shops by the Directorate of Estate (DOE), Ministry of Urban Development to the erstwhile Municipal Corporation of Delhi in the wake of Notification dated 24.03.2006 issued by the Government of India. In all, there are 46 shops in Vasant Vihar Shopping complex, out of which all the shops are lying vacant at present.

The terms and conditions contained in the notification of MOUD dated 24.03.2006 are annexed as Annexure 'A' and will have to be adhered to.

1.2 Request for Proposals

The SDMC intends to select the Consultant through a **Competitive Limited Tender Bidding** process as set out in clause 1.1.1 above in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the SDMC and the Project site(s), sending written queries to the SDMC.

1.4 Downloading of RFP Document

RFP document can be downloaded from the website www.mcdonline.nic.in at a tender cost of Rs. 5,000/-.

In addition to this, **Bid Security** has to be deposited as under:

- (i) Bid Security shall be deposited in the form of demand draft in favor of Commissioner, SDMC payable at New Delhi, India.

1.5 Submission of Bids

The financial bid shall be submitted manually.

1.6 Validity of the Proposal

The Proposal shall be valid for a period of 180 days from the Proposal Due Date (the “**PDD**”).

1.7 Schedule of Selection Process

The SDMC would endeavor to adhere to the following schedule:

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Address for Communication	Executive Engineer (Project-II) West Zone, SDMC, Under Dabri Flyover (Span No.3 to 5), Pankha Road, Delhi-110058

NOTE: (1) This RFP Document is non transferable.

1.8 Communications

1.8.1 All communications should be addressed to:

Executive Engineer (Project-II) West Zone
Under Dabri Flyover (Span No.3 to 5),
Pankha Road, Delhi-110058
Mobile No. : 9717788265, Telephone : 011-25554096
E-mail : eeproject2wz@gmail.com

1.8.2 The submission of bids should be addressed & submitted to:

Executive Engineer (Project-II) West Zone
Under Dabri Flyover (Span No.3 to 5),
Pankha Road, Delhi-110058

1.8.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

NIT No. _____

Contents in the envelope :

1 _____

2 _____

3 _____

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. Only applicant/firm Empanelled with Department of Investment and Public Assets Management (DIPAM), Ministry of Finance, Government of India, for monetization of land & properties of CPSEs/PSUs/Other government Organisations, may participate in the Selection Process. The term applicant (the “Applicant”) means the agency involved in Technical Consultancy. The manner in which the proposal is required to be submitted is explained in this RFP.

2.2 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

S.No	Key Personnel	Responsibilities	Educational Qualification	Minimum Experience (Post qualification)	Experience on Eligible Assignment
1.	Team Leader	Lead, Co-ordinate and supervise the TA team for delivering the TA service in a timely manner with satisfaction of client as envisaged in RFP	Master Degree in Business Administration or Urban Planning or Chartered Accountancy.	15 Years	Should have led a multi-disciplinary team in minimum 5 eligible assignments out of which one is PPP Assignment
2.	Infrastructure Expert	Shall be responsible for feasibility studies, project structuring and development strategy.	Bachelor in Engineering (BE/B.Tech/B.Sc/B Plan)AND Masters in Planning, Infrastructure Management, Construction Management, Urban/ Regional Planning or any Infrastructure Related Field	10 years	Should have led a multi-disciplinary team in minimum 5 eligible assignments out of which one is PPP Assignment
3.	Urban Planning Expert & Infrastruc	Preparation of project development options on the	Master in Urban Planning or Architecture	10 years	Should have led the architectural/planning teams for at least 3 eligible assignments

	ture Expert	basis of all applicable planning guidelines and development regulations and review of master plan (if required)			
4.	Financial Expert	Shall be responsible for preparation the financial model undertaking necessary financial analysis, review and advice on financial terms of the agreement/proposals from the potential bidders.	MBA/CA/CS/PG P or equivalent	10 years	Should have worked on demand analysis and best use study in minimum 3 (three) eligible assignments
5.	Procurement Expert	Deciding the PPP procurement option and preparation of requisite documentation.	MBA or equivalent	5 years	Should have worked as Financial Expert on 3 eligible assignments
6.	Legal Expert	All the legal matters, covering applicable rules, regulations bye laws etc including drafting of legal documents	LLB	10 years	Should have been involved in rendering legal service in respect of preparation of legal documents

- 2.2.1 Any entity/applicant which has been barred by the Central Government, any State Government, a statutory SDMC or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.2 An Applicant or its Associate should have neither, during the last five years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral nor blacklisted due to termination for breach.
- 2.2.3 While submitting a Proposal, the Applicant should attach clearly mark the referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for in SDMC of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.3.2 The SDMC requires that the Consultant provides professional, objective, and impartial advice and at all times hold the SDMC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the SDMC.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) a constituent of such Applicant is also a constituent of another Applicant; or
 - (b) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (c) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (d) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
 - (e) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the SDMC for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (f) a firm which has been engaged by the SDMC to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project; or
 - (g) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership

by a bank, insurance company, pension fund or a Public Financial Institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or SDMC, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or SDMC, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the SDMC in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the SDMC in accordance with the rules of the SDMC. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the SDMC, Project site etc. The SDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the SDMC, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the SDMC.

- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the SDMC;
- (d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The SDMC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the SDMC.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the SDMC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice, the SDMC reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the SDMC, the supplemental information sought by the SDMC for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the SDMC reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the SDMC, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in future:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Fraud and corrupt practices
4. Pre-Proposal Conference
5. Miscellaneous
6. Schedules

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the SDMC in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process. The envelopes shall clearly bear the following identification:

"Queries concerning Selection of Consultant to Provide Services Transaction Advisor for Construction of Commercial Complex at Vasant Vihar, Shopping Complex, South Zone Under the Jurisdiction of SDMC"

The SDMC shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The SDMC will post the reply to all such queries on the Official Website.

2.10.2 The SDMC reserves the right not to respond to any questions or provide any clarifications, at its sole discretion, and nothing shall be construed as obliging the SDMC to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the SDMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the SDMC may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The SDMC would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and submit the same by the bid due date for submission of hard copy.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue/black ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a SDMC; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the SDMC, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected..

2.14 Financial Proposal

2.14.1 Applicants shall submit the financial proposal in the formats at Appendix (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geotechnical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. However, GST shall be payable extra as per the applicable rates on submission of proof.

2.15 Submission of Proposal

2.15.1 The submission of proposal should be addressed & submitted to :

Executive Engineer (Project-II) West Zone
Under Dabri Flyover (Span No.3 to 5),
Pankha Road, Delhi-110058

- 2.15.2 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.15.3 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report/DPR by the SDMC and discharge of all obligations of the Consultant under the Agreement.

2.16 Proposal Due Date

- 2.16.1 Proposal should be submitted at or before _____ hrs on the Proposal Due Date at the address provided in the manner and form as detailed in this RFP.
- 2.16.2 The SDMC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Applicants.

2.17 Late Proposals

Proposals received by the SDMC after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.18 Modification/ substitution/ withdrawal of Proposals

- 2.18.1 The Applicant may modify, substitute, or withdraw its Proposal prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the Proposal Due Date.
- 2.18.2 Any alteration/modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the SDMC, shall be disregarded.

2.19 Bid Security

- 2.19.1 The Applicant shall furnish as part of its Proposal, a bid security of **Rs. 5,00,000/- (Rupees five lacs only)** to be deposited in the form of demand draft in favour of Commissioner, SDMC payable at New Delhi, India. The Selected Applicant's Bid Security shall be refunded after signing of agreement between SDMC and the Consultant.
- 2.19.2 Any Bid without Bid Security shall be rejected by the SDMC as non-responsive.
- 2.19.3 The SDMC shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.19.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the SDMC's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the SDMC as the mutually agreed pre-estimated compensation and damage payable to the SDMC for, *inter*

alia, the time, cost and effort of the SDMC in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.20 Performance Security

2.20.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the SDMC's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited by the SDMC under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

2.20.2 An amount equal to 10% (ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

2.20.3 Penalty Clause - In case of default in meeting with the time lines set in this RFP or any other conditions of the contract agreement, the performance security will be forfeited.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.2 Prior to evaluation of Proposals, the SDMC will determine whether each Proposal is responsive to the requirements of the RFP. The SDMC may, in its sole discretion, reject any Proposal that is not responsive hereunder.

2.21.3 The SDMC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SDMC in respect of such Proposals.

- 2.21.4 The SDMC shall subsequently examine and evaluate Proposals in accordance with the Selection Process and the criteria set out in this RFP.
- 2.21.5 After the evaluation of the documents submitted by the applicant, the SDMC shall prepare a list of shortlisted Applicants in terms of Clause 3.2 will be prepared by SDMC. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Applicants shall be prepared. The SDMC will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.
- 2.21.6 Applicants are advised that Selection shall be entirely at the discretion of the SDMC. Applicants shall be deemed to have understood and agreed that the SDMC shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.7 Any information contained in the Proposal shall not in any way be construed as binding on the SDMC, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the SDMC in relation to matters arising out of or concerning the Selection Process. The SDMC shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The SDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the SDMC or as may be required by law or in connection with any legal process.

IPR Indemnity

The intellectual property rights in this case shall vest with SDMC.

If the Indemnified Party promptly notifies the Indemnifying Party in writing of third party claim against the Indemnified party that any Deliverables/Services provided by the Indemnifying party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancement made available by the Indemnifying party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held to be infringing, the Indemnifying party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the SDMC may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the SDMC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the SDMC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the SDMC.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations, if held.

2.25 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the SDMC for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.26 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the SDMC to the Selected Applicant and the Selected Applicant shall, within 10 (Ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the SDMC may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the SDMC on account of failure of the Selected Applicant to acknowledge the LOA.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.9. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28 Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Award, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as

specified herein. In such an event, the Bid Security of the lowest bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.3.

2.29 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the SDMC or submitted by an Applicant to the SDMC shall remain or become the property of the SDMC. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The SDMC will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the SDMC in relation to the Consultancy shall be the property of the SDMC.

3. FRAUD AND CORRUPT PRACTICES

- 3.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the SDMC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the SDMC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the SDMC for, *inter alia*, time, cost and effort of the SDMC, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 3.2 Without prejudice to the rights of the SDMC under Clause 4.1 hereinabove and the rights and remedies which the SDMC may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the SDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the SDMC during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the SDMC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the 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 SDMC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SDMC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the SDMC in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the SDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4. MISCELLANEOUS

- 4.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the SDMC has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 4.2 The SDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the SDMC by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 4.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the SDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4.4 All documents and other information supplied by the SDMC or submitted by an Applicant shall remain or become, as the case may be, the property of the SDMC. The SDMC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 4.5 The SDMC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Annexure-A

MINISTRY OF URBAN DEVELOPMENT

NOTIFICATION (TO BE COMPLIED)

New Delhi, the 24th March, 2006

S.O. 404(E) – Whereas the Land and Development Office, Directorate of Estates and Central Public Works Department under the Ministry of Urban Development are administering various markets in Delhi.

2. And whereas the Central Government has decided to transfer the markets under Land & Development Office, Directorate of Estates and Central Public Works Department (except Indira Chowk, Rajiv Chowk and I.N.A Market Complex) comprising of shops and flats over the shops (excluding the general pool flats over the shops in R.K. Puram Market, Srinivaspuri, Andrews Ganj, Nanakpura and Lancer Road Markets) to the New Delhi Municipal Council and Municipal Corporation of Delhi on “as is where is” basis, it is decided as follows;

3. On transfer of these markets, New Delhi Municipal Council and Municipal Corporation of Delhi will function as the lessor or Licensor, in respect of shops and flats in these markets and shall exercise all powers being performed by Land & Development office, Directorate of Estates and Central Public Works Department, as the case may be, as the lessor or licensor. The guidelines and procedure followed by Land & Development Office and Directorate of Estates in the matter of substitution/mutation of title, Gift Permission, Sale Permission, Mortgage Permission, Conversion of lease hold into freehold change of use of premises, regularization/restoration of allotment of shops etc. change of trade, conferment of ownership rights, recovery of misuse/damages charges etc. may also be followed by the local bodies viz. Delhi Municipal Council and Municipal Corporation of Delhi.

4. In addition to performing the functions as lessor/ licensor, local bodies can also take appropriate action against violation of building bye-laws, municipal bye-laws and exercise other statutory powers.

5. Both New Delhi Municipal Council and Municipal Corporation of Delhi shall create a separate Corpus of Fund to which the revenue generated from transfer of markets by way of receipt of rent, licences, unearned increase, premium, conversion fee, damages/misuse charge etc. shall be deposited. If for any reason the amount is credited in the common Municipal Fund, then a separate Account shall be maintained in respect of the revenue realized from transfer of markets and this be duly accounted for. These Funds shall be utilized only for the purpose of development of the markets and for no other purpose. A quarterly report of the deposits made and the amounts spent are to be furnished to the Land and Development Office and Ministry of Urban Development Nirman Bhawan, New Delhi.

6. The details of the markets being transferred to the New Delhi Municipal Council are listed under **Annexure-I**. Similarly, the details of the markets being transferred to the Municipal Corporation of Delhi are at **Annexure-II**.

7. The transfer of Markets will take effect from 1st April, 2006 and transfer of all records shall be completed by 30th April, 2006

[No. L & DO/PS-IV/Policy/I/2004]
P.K. PRADHAN, Jt. Secy.

SCHEDULES

SCHEDULE-1

**Selection of Consultant to Provide Services for Transaction Advisor for Construction of
Commercial Complex at Vasant Vihar, Shopping Complex, South Zone Under the
Jurisdiction of SDMC**

Terms of Reference (TOR)

for

TECHNICAL CONSULTANT

Terms of Reference (TOR)

1. GENERAL

2. Terms of Reference

Name of Work: Selection of Consultant to Provide Services for Transaction Advisor for Construction of Commercial Complex at Vasant Vihar, Shopping Complex, South Zone Under the Jurisdiction of SDMC

Activity 1: Feasibility Study

The purpose of Activity-1 is to undertake detailed site analysis for the proposed project given in the name of work to establish the site suitability for the development of retail. Following are the tasks (not limited to):

- Reconnaissance survey for undertaking site analysis.
- Site analysis: Connectivity/Circulation aspects, Existing land use, surrounding developments, Review of Development controls (Bye-laws, FSI/FAR) and land use Zoning regulations and other laws as applicable, SWOT analysis and suggest measures as may be required to take forward the project.
- The consultant shall examine land use proposed in the Statutory Master Plan, Zonal Development Plan for the project site and the related Development controls and building regulations, applicable guidelines (including environment related), etc and accordingly advise SDMC on the changes if any required to be made in the land use plans, Development controls and building regulations /special permissions for undertaking the envisaged development.
- Prepare Concept Plan for identified best use product mix available along with a conceptual layout indicating location, activity mix, pedestrian facilities, green spaces, along with the quantum of built up space and broad estimates.
- Presentations to SDMC for finalization of alternate revenue options along with the layout. Segmentation should be done basis the area available for commercial exploitation.
- Identify potential stakeholders that might be interested in the bidding for the public convenience unit.
- Recommendations to capture retail market opportunities and reinforce customer base.
- Identify the advertising potential of the subject development
- Forecast revenues from advertising and alternate sources of development at the subject developments
- Preliminary Financial Analysis
 - The consultant shall develop a preliminary financing model to work out cash flow statements and the financial viability of the proposed development

Activity 2: Business Planning & Project Structuring

- Undertake detailed financial assessment/ financial model and business planning based on the estimated project cost of the finalized conceptual plan.
- Study all incentives provided by state and central agencies in development, maintenance and operations of Public utility units. Formulate innovative structures to enable the operator to maximize returns from the project and SDMC
- Develop Financial Model to capture various scenarios for the cost and revenue streams, to ascertain the financial viability of the projects identified based on the best use option studies.
 - Based upon the inputs from the above analysis, alternate financial structures for the project will be framed which proposes a financially viable model of the project so as to attract Private Sector Participation in development of projects. Consultant shall undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.
- Propose at least two alternative project structuring options in accordance with the above covering options analysis, risk analysis, review of implementation options. The recommendations shall include:
 - Project structure with lease tenure, payment terms, contractual obligations, etc.
 - Minimum Development Obligations (MDOs)
 - Roles of stakeholders ~ Operator, Retailer, SDMC, Government, etc.
 - Implementation plan and framework
- Presentation to SDMC/ Government for finalizing the project structure, MDO's & implementation plan and project framework for the development of identified projects at identified locations.

Activity 3: Bid Process Management

- Preparation of tender and other relevant documents including Project Information Memorandum (PIM), Request for Qualification (RFQ) Request for Proposal (RFP) and Draft Concession/ Development Agreements and managing the entire bid process including marketing the project to potential investors/ operators.
 - Preparation of Bid Document: The Consultant shall, based on SDMC's Standard Bid Document, prepare the bid documents consisting of the RFQ/RFP, the lease agreement including all its appendices, annexures and forms of the bid process. RFQ and RFP with lease agreement shall be prepared separately in case two stage bid process is followed.
 - Preparing Collaterals/PIM: The Consultant shall prepare Collaterals/ Project Information Memorandum for the Project site. While preparing PIM, the Consultant shall supplement the details already collected in above previous activities or available with the Consultant and other information such as Google maps, information about the city and its real estate/ retail market etc. as may be required by the bidders for preparing

their bids. Collaterals/ PIMs shall be prepared by the Consultant in an attractive colored form worthy of marketing the Project

- Marketing & Contacting Prospective Bidders: The Consultant shall carry out requisite marketing exercise to elicit adequate response from operators and other interested parties and submit Expressions of Interest (EOIs) from end users, enabling operators to assess the profitability ahead of the tendering process, whom the Consultant has contacted in the course of the study as well as during the bidding process and who have indicated their interest in the proposed development. The format for submission of EOIs shall be submitted by the Consultant to SDMC for approval. The consultant shall send marketing experts for all formal site visits organized by SDMC for the prospective bidders and explain the site to the interested parties. The consultant shall coordinate with the respective interested bidders for arranging such site visits as may be required. The Consultant shall prepare and give presentation(s) during pre-bid or other meetings with operators anchor the meetings and explain the merits of the site and features of tender document in each such pre-bid meeting for the prospective bidders. The Consultant shall compile the queries of Bidders in such pre-bid meetings or otherwise sent through emails or post and make suggestions to SDMC against each such query. The Consultant shall carry out other such necessary efforts for maximizing participation by prospective operators in the bidding process. The Consultant shall submit a list of operators likely to participate in the bid before the last date of submission of bid so that SDMC is assured of adequate response in the bid.
- Bid Process Management and Selection of Operator: Generally a single stage two packet bid process is to be followed unless otherwise recommended by the Consultant with reasons and agreed to by SDMC. Technical bid will be opened on due date of opening of the bid. Consultant shall carry out the evaluation of the technical bids against the respective criteria specified in the Bid Documents including legal documentary compliances. The report should cover the clarifications required to be asked from a bidder, if any. On receipt of clarifications from bidders, the Consultant shall verify them against the clarifications sought
- Negotiation and Execution of Lease Agreement: The Consultant shall assist SDMC in negotiations, finalization and entering into lease/authorization agreement with the selected operator/bidder.

3. TIME AND PAYMENT SCHEDULE

3.1 The total duration for preparation of the Feasibility Report and Schedules to the Concession Agreement shall be 240 days.

3.2 Time schedule for important Deliverables (the “**Key Dates**”) of the Consultancy and the payment schedule linked to the specified Deliverables is given in Annexure 6 (Payment of Schedule).

4. **REPORTING**

- 4.1 The Consultant will work closely with the SDMC. A designated officer of the SDMC will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 4.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the SDMC.
- 4.3 The Consultant will make a presentation on the Inception Report for discussion with the SDMC. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 4.4 Regular communication with the SDMC and the designated officer is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- 4.5 The Deliverables will be submitted as per schedule provided in this RFP.

5.0 **DATA TO BE MADE AVAILABLE BY THE SDMC**

The SDMC shall provide to the Consultant the available data/ documents/ reports as may be required by the Consultant, will be provided by the SDMC on request. The Engineer in Charge designated by the SDMC shall facilitate handing over of such information to the Consultant.

6. **COMPLETION OF WORK**

- 6.1 All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the SDMC in soft form as well as in hard copies apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the SDMC and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the SDMC. The Consultancy shall stand completed on acceptance by the SDMC of all the Deliverables of the Consultant and execution of the Concession Agreement or 60 days from the Effective Date, whichever is earlier. The SDMC shall issue a certificate to that effect.

7. Timelines and Deliverables

S. No.	Description	Time allowed (from stipulated Date of Start)
1	Letter of Acceptance	0
2	Inception Report	30 Days
3	Draft Report	75 Days
4	Final Report	105 Days
5	Bid Process Management/ Preparation of Tender Documents/ Issue of Addendum	
a	Issue of Tender Documents	135 Days
b	Bidding Process Completion	195 Days
c	Evaluation of Bids	210 Days
d	Issue of LOA	240 Days

The above table excludes time taken by the SDMC for granting approvals. No compensation will be given to consultant, if the project gets extended due to acceptance of report except as agreed by the SDMC.

The consultant shall whenever required make presentations before the competent SDMC from time to time for securing approvals from SDMC.

8. Payment Schedule

The Consultants shall be paid stage-wise as a percentage of the contract value as per the schedule given below:

S. No.	Description	Payment
1	Signing of Agreement	NIL
2	Upon Submission of Draft Report	10%
3	Upon Submission and Acceptance of Final Report	20%
4	Bid Process Management	
a.	Upon Issuance of Tender Documents	10%
b.	Upon Issue of LOA after submission of BG	10%
c.	Upon receipt of 50% of BG	10%
d.	Upon receipt of complete BG from Concessionaire	10%
e.	Upon receipt of Payment from Successful Bidder	20%
f.	Upon Completion and Handing Over of the Project	10%
	Total	100%

Bank Guarantee for Performance Security

In consideration of acting on behalf of the Delhi Development SDMC (hereinafter referred as the “SDMC”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the SDMC’s Agreement no.

..... dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the SDMC for performance of the said Agreement.

We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the SDMC an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the SDMC by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the SDMC stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the SDMC by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the SDMC any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the SDMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the SDMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the SDMC that the SDMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the SDMC against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the SDMC or any indulgence by the SDMC to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the SDMC in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the SDMC serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Integrity Pact

To

.....
.....
.....

Sub: RFP No.....for the work.....

Dear Sir,

It is here by declared that SDMC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Request for Proposal (RFP) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SDMC

Yours faithfully

Executive Engineer (Project-II)West Zone


(RAJIV KHURANA)

Integrity Pact

To

Executive Engineer (Project-II) West Zone
South Delhi Municipal Corporation

Sub: Submission of Bid for the work of

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 Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of bid 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 RFP.

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 tender/bid, D.D.A. shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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


(RAJIV KHURANA)

APPENDIX-I

Particulars of the Applicant

1.1	<p>Title of Consultancy:</p> <p>Selection of Consultant to Provide Services for Transaction Advisor for Construction of Commercial Complex at Vasant Vihar, Shopping Complex, South Zone</p> <p>Under the Jurisdiction of SDMC</p>
1.2	<p>Title of Project:</p> <p>..... Project</p>
1.3	<p>State whether applying as Principal Firm or sister concern/subsidiary with complete details :</p>
1.4	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of in SDMC:</p> <p>Registered address:</p> <p>Year of In SDMC:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>

APPENDIX-I

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,
.....
.....

Dear Sir,

Sub: RFP for Consultant: Project

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of

APPENDIX-I

Form-4 Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Feasibility Report for the Project, proposed to be developed by the (the "SDMC") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the SDMC, representing us in all matters before the SDMC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the SDMC in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the SDMC.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person

executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



(RAJIV KHURANA)

APPENDIX-II

FINANCIAL PROPOSAL

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

Dear Sir,

Subject: Appointment of Consultant to Provide Services for Transaction Advisor for Construction of Commercial Complex at Vasant Vihar, Shopping Complex, South Zone Under the Jurisdiction of SDMC.

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.



(RAJIV KHURANA)

**Form 2: Financial Proposal
Schedule of Quantity (SOQ)**

S.No.	Item	Quantity	Unit	Rate in INR	Amount
1	Consultancy fee to provide Services for Transaction Advisor for Construction of Commercial Complex at Vasant Vihar, Shopping Complex, South Zone Under the Jurisdiction of SDMC.	1Job	L.S.		

Rate In words _____

Total amount in words _____

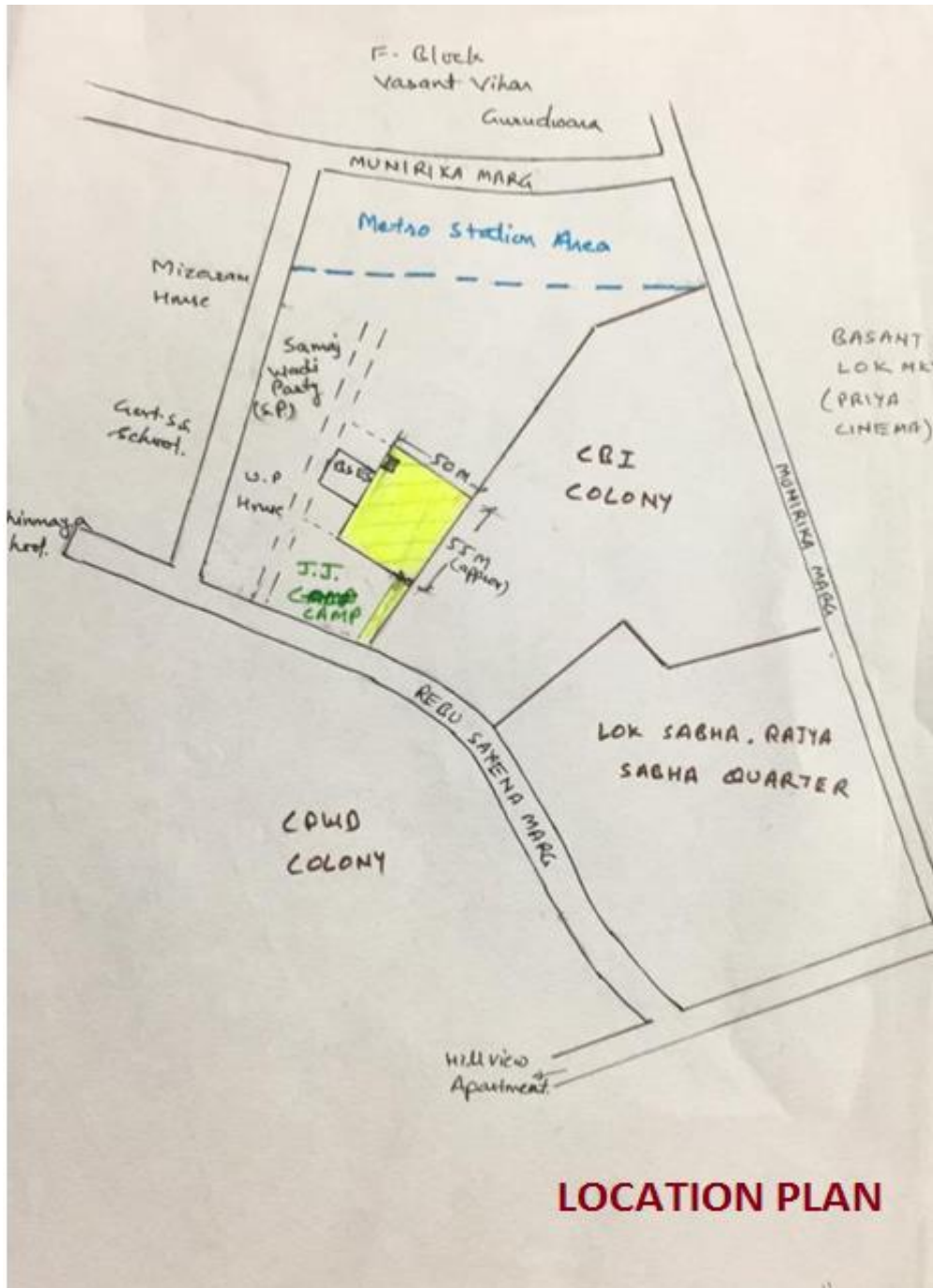
Rates shall be inclusive of all taxes and duties but excluding GST which shall be reimbursable on submission of proof.

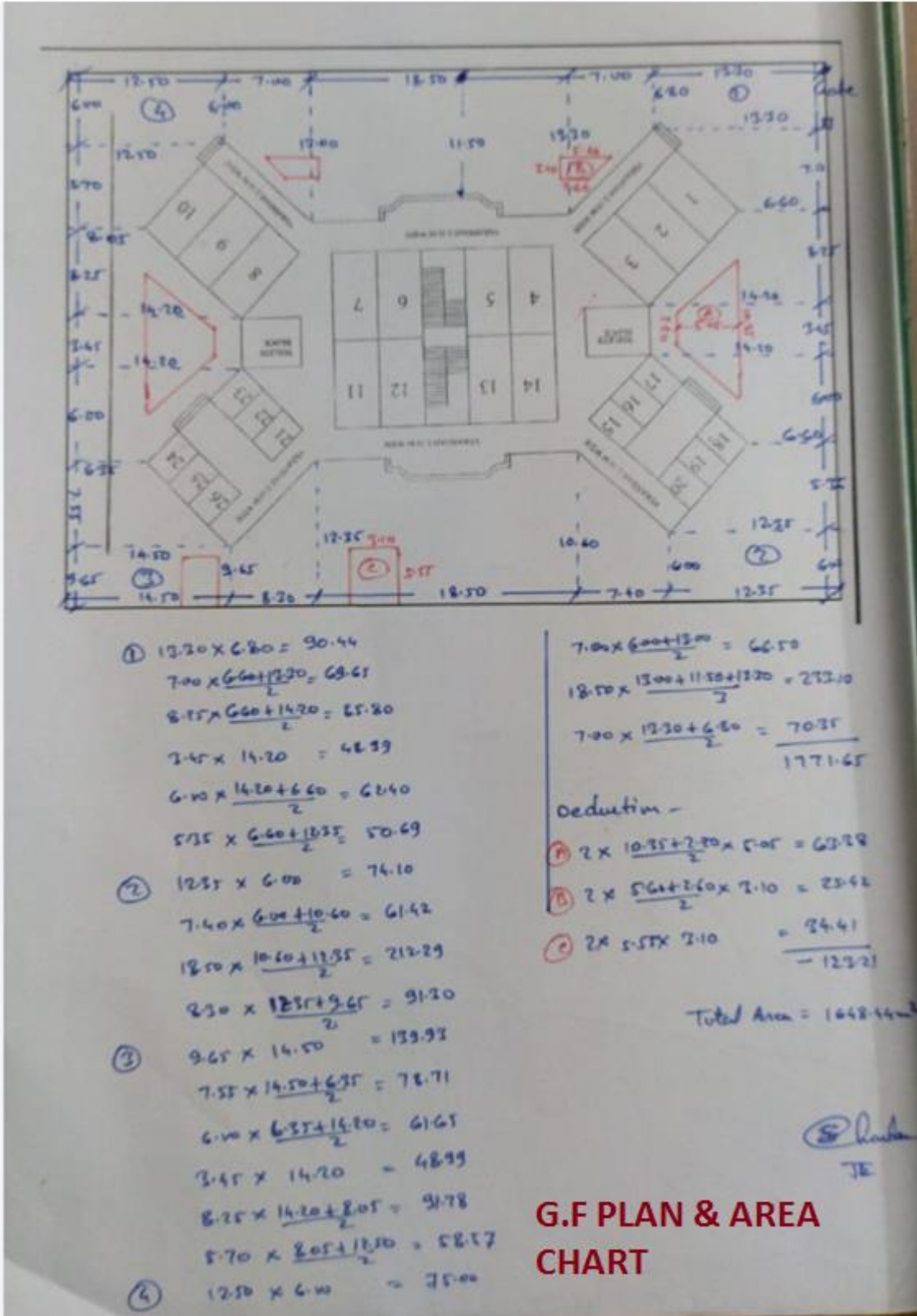
Consultant shall quote the rates in both figures and words.

In case of discrepancy in figures and words, the rates quoted in words shall be taken as correct.

Signature of consultant/ Authorized representative _____
(Name and seal of the applicant)


(RAJIV KHURANA)





G.F PLAN & AREA CHART

