

Request for Proposal (RFP)

**For Providing Consultancy Services for
Detailed Design and Engineering**

For

**CONSTRUCTION OF BUS PARKING DEPOT
AT VILLAGE GADAIPUR, SOUTH DELHI**

Govt. of NCT of Delhi
TRANSPORT DEPARTMENT

Request for Proposal (RFP)
For Providing Consultancy Services for Detailed Design and Engineering For
CONSTRUCTION OF BUS PARKING DEPOT AT VILLAGE GADAIPUR, SOUTH DELHI

Project Background

The Government of National Capital Territory of Delhi (GNCTD) has allotted 50 bighas of land at Gadaipur Village in South Delhi, to Transport Department.

Delhi Integrated Multimodal Transit System Ltd. (DIMTS), a joint venture of GNCTD and Infrastructure Development Finance Company Ltd. (IDFC), is the nodal agency designated by the Department of Transport, GNCTD, for the development of the plot into a bus parking depot at Gadaipur Village in South Delhi. DIMTS intends to appoint suitable agencies (the "Consultant/s") for Providing Consultancy Services for Detailed Design and Engineering and carrying out other associated services for the Construction of Bus Parking Depot at Gadaipur Village in South Delhi.

Eligibility Criteria

Interested Consultancy Firms/Consultants/JV shall meet the following criteria:-

1. Should have in the past seven years, carried out/completed planning & detailed designing work, in terms of the complexity of the work involved as detailed in the RFP document. The projects should have been completed/commissioned or under execution as per planning & design work undertaken by applicant.

One work costing more than Rs. 16 crores, or

Two works costing more than Rs. 12 crores, or

Three works costing more than Rs. 8 crores

Out of which at least one of the Projects should be related to the planning & detailed design of Transit Structures, Inter-Modal Passenger Transfer facilities including Airports, major Railway Stations, Bus Terminals/Depots and Transport Terminals involving major traffic circulation areas.

The projects should have been completed/commissioned or under execution as per planning & design work undertaken by applicant.

- (ii) Should have achieved the average annual turnover of minimum Rs. 25 lakhs during last 3 years (years to be considered shall be 2008-09, 2007-08 & 2006-07).

Request for Proposal (RFP) Document

RFP Document consisting of Terms of Reference (ToR) with detailed scope of work and other information can also be downloaded from the website of DIMTS: www.dimts.in. Completed Proposals, must be delivered in the office of DIMTS Ltd. on or before 3:00 pm, September 15, 2009.

For further Information - contact

Engineer-in-Chief
Delhi Integrated Multi-modal Transit System Limited,
1st Floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi-110006
Tele: +91 11 43090100, Fax:+91 11 23860966

DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by DIMTS to the prospective Bidders or to any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DIMTS and other Agencies in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DIMTS, its employees or advisors to consider the investment objectives, financial situation 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 Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidders 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. DIMTS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DIMTS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, 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, completeness or reliability 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 with qualification of Bids and participation in the Bidding Process.

DIMTS also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DIMTS may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that DIMTS is bound to select and shortlist

Bidders and to appoint the selected Bidder for the Project DIMTS reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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



DELHI INTEGRATED MULTI-MODAL TRANSIT SYSTEM LIMITED

Providing Consultancy Services For Detailed Design and Engineering for
CONSTRUCTION OF BUS PARKING DEPOT AT GADAIPUR VILLAGE, SOUTH DELHI

Request for Proposal

SCHEDULE OF BIDDING PROCESS

S. No.	Activity	Schedule	
		Time	Date
1	Pre Bid Meeting	3.00 PM	08-09-2009
2	Last date and cut-off time for receipt of Technical & Financial Bid	3.00 PM	15-09-2009
3	Date and time for opening of Technical Bid	3.30 PM	15-09-2009
4	Date and time for opening of Financial Bid	3.30 PM	To be notified later

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- SECTION 6: GENERAL CONDITIONS OF CONTRACT
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- SECTION 8: FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID
- SECTION 9: FORMAT OF POWER OF ATTORNEY FOR NOMINATION OF LEAD MEMBER



SECTION 1
INFORMATION TO CONSULTANTS/BIDDERS

1 INTRODUCTION

- 1.1 Delhi the capital city of India, is the focal point of socio economic and political life. Delhi is also a major centre for trade and commerce and is well connected to the rest of the country by five national highways.
- 1.2 The transport network in Delhi is primarily road oriented, with extensive road network accomodating a substantial majority of the movement of people and goods within the city.
- 1.3 A plot of land measuring about 50 bighas at Gadaipur village in South Delhi, has been allotted to Transport Department, Govt. of NCT of Delhi. It is proposed to construct a bus parking depot for parking of private stage carriage buses. The site is located at Khasra no. 323, Village Gadaipur in South Delhi
- 1.4 Delhi Integrated Multimodal Transit Systems Ltd. (DIMTS), a joint venture of GNCTD and Infrastructure Development Finance Company Ltd. (IDFC), is the nodal agency designated by the Department of Transport, GNCTD, for the development of the plot into a bus parking depot at Gadaipur Village in South Delhi.
- 1.5 DIMTS hereby intends to appoint suitable agencies (the "Consultant/s") for Providing Consultancy Services for Detailed Design and Engineering and carrying out other associated services, as specified in the Terms of Reference (ToR) of this RFP ("Services"), for the Construction of Bus Parking Depot at Gadaipur Village in South Delhi
- 1.6 Bidders are hereby invited to submit their Bids, comprising their technical and financial Bids, for "Providing Detailed Design and Engineering Consultancy Services for Construction of Bus Parking Depot at Gadaipur Village in South Delhi", as more elaborately contained and described in the "Data Sheet" of the RFP document. The Bid could form the basis for future negotiations and may ultimately result in a contract, for the desired Services as contained in this RFP, between the Bidder and Delhi Integrated Multi-modal Transit System Limited (DIMTS).
- 1.7 In order to avoid any conflict of interest any firm providing goods, works or services, with which any Bidder is affiliated or associated, is not eligible to participate in Bidding for any goods, works, or services resulting from or associated with the project of which this Project forms a part. Accordingly an affidavit or a certificate shall be submitted to this effect by the Successful Bidders as evidence thereof to Engineer-in-Chief, DIMTS.

2. DOCUMENTS

- 2.1 The RFP Document consists of the documents ("Documents") listed in the Data Sheet.
- 2.2 At any time before the submission of Bids, DIMTS may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend or modify this RFP Document. Any amendment or modification so made will be binding on all the Bidders. To accommodate any delay that may be caused, in preparation of a Bid, due to such modification or amendment DIMTS may, at its discretion, extend the deadline for submission of the Bids.
- 2.3 The RFP document can be downloaded from DIMTS' website at www.dimts.in. For any further information please contact the following at the address below or email at skjain@dimts.in.
- S. K. Jain
Engineer-in-Chief
Delhi Integrated Multi-modal Transit System Limited,
First Floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi-110006
Tele: +91 11 43090100, Fax: +91 11 23860966

3. ELIGIBILITY CRITERIA

Interested Bidders (consultancy firms/consultants/JV) shall meet the following criteria:

- (i) Should have in the past seven years, carried out/completed planning & detailed designing work, in terms of the complexity of the work involved, of Commercial Complexes, Industrial Township, Institutional Complexes, Public Utility Complexes, parking lots (automated/conventional) as under :
- One work of similar nature costing more than Rs. 16 crores, or
 - Two works of similar nature costing more than Rs. 12 crores, or
 - Three works of similar nature costing more than Rs. 8 crores

Out of which at least one of the Projects should be related to the planning & detailed design of Transit Structures, Inter-Modal Passenger Transfer facilities including Airports, major Railway Stations, Bus Terminals/Depots and Transport Terminals involving major traffic circulation areas. The projects should have been completed/commissioned or under execution as per planning & design work undertaken by applicant

- (ii) Should have achieved the average annual turnover of minimum Rs. 25 Lacs during last 3 years (years to be considered shall be 2008-09, 2007-08 & 2006-07).

- (iii) In case the Bidder is a foreign Consultancy firm, Consortium / Joint Venture with a local Indian firm is a condition precedent.

4. PREPARATION OF BID

- 4.1 Bidders are requested to submit the technical and the financial Bids (the "Bid") in accordance with the terms and conditions as contained herein this document.
- 4.2 To obtain first hand information on the Project and the local site conditions, Bidders are advised to thoroughly acquaint and apprise themselves about the local site conditions and attend the pre-Bid conference/meeting on the date and time as specified in the Data Sheet. In case of a proposed visit to DIMTS for any clarification and/or information kindly ensure to inform the officials concerned about your visit in advance to enable them to ensure their availability and to make appropriate arrangements.
- 4.3 DIMTS shall not be liable or responsible, in any manner, for any ignorance and /or exclusion/ non-inclusion of the prevailing local site conditions by any Bidder in their Bid.
- 4.4 Bidders are instructed to submit separate Technical Bid and Financial Bid.
- 4.5 The Bidder shall provide all the information sought under this RFP. DIMTS will evaluate only those Bids that are received in the required formats and complete in all respect and within the stipulated date and time. Incomplete and /or conditional Bids/Bids shall be liable to rejection.
- 4.6 Bidders are requested to carefully examine all instructions, terms and conditions as contained in this RFP Document. Failure to provide all requested information will be at Bidder's own risk and may result in rejection of their Bid.
- 4.7 Technical Bid**
- 4.8.1 During preparation of the technical Bid, Bidders must give particular attention to the following:-
Stage I
- (i) If a Bidder considers that its firm does not have all the requisite expertise for the Project, it may enter into a joint venture with other firms or entities or Local Indian Consultancy Firms, subject to restrictions specified in the Data Sheet to enable and provide a complete range of expertise for the services envisaged.

- (ii) A Firm/agency that is a partner in a joint venture/consortium cannot simultaneously bid independently or be a partner in another joint venture/consortium while bidding for this Project. All bids submitted by any such bidder Firm/agency (whether independently or as a consortium) shall be rejected.
- (iii) The Bid should clearly state the lead partner in the Joint venture/consortium who will be wholly responsible for the performance of contractual obligations under the consulting contract with DIMTS. A detailed Project specific Memorandum of Understanding between the partners of such Joint Venture/Consortium stating their inter-relationship along with their respective roles and obligations and division of Scope of Work should be submitted along with Technical Bid. A Power of Attorney signed by all parties (either individually or collectively) must accompany the Bid authorizing the lead partner to submit and negotiate the Bid on behalf of the Joint Venture/Consortium.
- (iv) Change in the composition of consortium shall not be permitted by DIMTS.
- (v) The majority of the key professional staff proposed must be permanent employees of the firm, unless otherwise indicated in the Data Sheet.
- (vi) No alternate of key professional staff shall be proposed and only one Curriculum Vitae may be submitted for each position.

4.8.2 Bidders shall ensure that the technical bid submitted comprises the following information

- (i) A brief description of the 'Consultant's Organization' and an outline of recent experience in similar Projects. The information provided on each project should indicate, inter alia, the profile of the staff deployed, duration, and contract amount, extent of firm's involvement and the scope of work.
- (ii) Any comments or suggestions on the TOR, and a description of the methodology (work plan) on the basis of which the Consultants propose to execute the services, clearly illustrating the various activities with bar charts.
- (iii) The composition of the proposed staff team, the roles and responsibilities and the task which would be assigned to each and their timing.
- (iv) Recent/latest Curriculum Vitae (CV) duly signed by the proposed key professional staff and countersigned by an authorized manager of the Bidder. Key information should

include; years with the firm and degree of role and responsibility held in various projects during the last ten years (Similar information in respect of key personnel of the sub consultants, if any, shall also be provided).

- (v) Estimates of the total time effort (person x months) to be provided for the services supported by bar chart diagrams showing the time proposed (person x months) for each professional staff
- (vi) The balance sheet of the firm for the preceding three years in order to support your qualification.

4.8.3 The Technical Bid must not include any Financial Bid.

4.8 Financial Bid

4.9.1 The Financial Bid should list the detailed costs associated with the Services. These normally cover remuneration for staff in the field and at headquarters, accommodation (per diem, housing), transportation (international and local, for mobilization and demobilization), equipments (Vehicle, office equipment, furniture as supplies.), printing of documents, surveys etc. The Financial Bid should be prepared in accordance with and as per the guidelines as contained in the formats attached in Section 4 of this RFP.

4.9.2 The Financial Bid must take into account all the applicable tax liability and other such levy and charges imposed on the Services envisaged under this RFP, whether existing or future.

4.9.3 The Financial Bid shall be expressed in Indian Rupees only.

4.9 Language

All Bids and documents in support thereof must be in English. In case of the supporting document(s) being in a language other than English, the same must be accompanied by an authentic English translation thereof and certified by the Bidders as true, accurate and correct translation of the document. In case of any substantial variation (other than minor spelling mistakes or grammatical errors which does not change the content or its meaning in the translated document) between the translated and the original document the same shall be liable for outright rejection of the Bid.

5. SUBMISSION OF BID

5.1 Sealing and Marking of Bids/Bids

- 5.1.1 Bidder shall submit the Bid in the format specified at Section-3 and Section-4 hereof this RFP, duly providing the information in the formats for the Technical & Financial Bids.
- 5.1.2 The Bidder shall prepare one original set of the Bid (together with originals/copies of documents required to be submitted along therewith, pursuant to this RFP) and clearly mark the set as "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the complete set of the Bid and mark the same as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 5.1.3 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions, deletions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall be paginated and shall be hard bound.
- 5.1.4 The Technical Bid and Financial Bid shall be sealed in two separate envelopes super scribing each envelope as "Technical Bid" and "Financial Bid" along with the name of the Project. The Bidder shall seal the original and each copy of the Bids, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope duly super-scribed as BID FOR..... (*Insert name of the project*). The outer envelope shall also contain the name, address and the contact person along with phone numbers of the Bidder.
- 5.1.5 Each outer envelope shall contain:
- a. Bid in the prescribed formats along with annexure and supporting documents as contained in Section 3 and Section 4 respectively of this RFP;
 - b. Power of Attorney for signing the Bid as per the format as contained in Section 8;
 - c. Power of Attorney, in case of a Joint Venture/Consortia, for Lead Member of Consortium as per the format contained in Section 9;
 - d. Joint Bidding Agreement (Memorandum of Understanding), in case of a Consortium;
 - e. Copies of Bidder's/ each Consortium Member's duly audited balance sheet and profit and loss account for the preceding three years; and

f. Certificate for true translation of documents, other than in English

5.2 Each of the envelopes shall be addressed to:

Engineer-in-Chief
Delhi Integrated Multi-modal Transit System Limited,
First Floor, Maharana Pratap ISBT Building, Kashmere Gate, Delhi-110006

5.3 If the envelopes are not sealed and marked as instructed above, DIMTS assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

5.4 Bids submitted by fax, telex, telegram or e-mail or any other mode other than as prescribed under this RFP shall not be entertained and shall be rejected.

5.5 It shall be deemed that by submitting the Bid, the Bidder has:

- i. made a complete and careful examination of the RFP;
- ii. received all available relevant information requested from DIMTS;
- iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of DIMTS;
- iv. Agreed to be bound by the undertakings provided by it under and in terms hereof.

6 BID VALIDITY

6.1 Bids should be valid for a period stated in the Data Sheet.

7 BID DUE DATE

7.1 Bids should be submitted on or before the Bid Due Date as set out in Data Sheet, at the address provided in Clause 5.3 in the manner and form as detailed in this RFP.

7.2 DIMTS may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.2 hereof.

8 LATE BIDS

8.1 Bids received by DIMTS after the specified time of the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

9 AMENDMENT/WITHDRAWAL OF BIDS

- 9.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by DIMTS prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 9.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 5 hereof, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 9.3 In case of the Bid being modified or substituted, in accordance with the provisions hereof, only the modified or substituted Bid shall be considered and the earlier Bid submitted shall not be opened, unless, in case of partial modification, in which case the submitted Bid to the extent of the modification shall be considered.

10 COST OF BID PREPARATION AND SUBMISSION

- 10.1 Please note that (i) the costs of preparing the Bid, including any expenditure incurred on visits to DIMTS and/or the Urban Area concerned (site survey), shall be the sole responsibility and liability of the Bidders and DIMTS shall neither be liable nor entertain any claim for cost of Bid preparation and the same shall be the liability and obligation of the Bidders irrespective of the outcome of the Bid.

11 BID OPENING

- 11.1 The Technical Bids will be opened at 1530 hrs on the Bid Due Date, whereas the Financial Bids of the shortlisted Bidders shall be opened at 1530 hrs on the date to be notified later at the venue specified in the Data Sheet.

12. BID EVALUATION

- 12.1 A firm will be selected for the assignment under Quality and Cost Based Selection (QCBS) as per procedures described in this RFP. A two stage procedure will be adopted in evaluating the Bids: (i) a technical evaluation will be carried out prior to opening any financial Bid, (ii) a technical cum financial evaluation. Consultant will be selected as indicated below.
- 12.2 The Bidders whose average turnover in the past three years is not above Rs. 50 lakhs will be rejected.

12.2 TECHNICAL BID EVALUATION

- 12.2.1 The evaluation committee, appointed by DIMTS, shall evaluate the Bids in accordance with the evaluation criteria and point system as specified in the Data Sheet. The consultants may be asked to give presentation on their own cost on the request of DIMTS.
- 12.2.2 After the evaluation of the technical bid is completed, DIMTS shall notify those consultants whose bid did not meet the minimum qualifying mark or were considered non-responsive to the RFP indicating that financial bids will be returned unopened after completing the selection process.
- 12.2.3 After rejecting the offers securing less than the minimum qualifying marks, the Financial Bids of the TOP FIVE (technical scores) technically qualified consultants shall be opened and evaluated. The Financial Bids shall be opened in the presence of the representatives of the shortlisted bidders.

12.3 FINANCIAL BID EVALUATION

- 12.3.1 The evaluation committee will determine whether the Financial Bids are complete (i.e. whether all items have been factored into the Bid: If not, the cost of items not included will be considered as NIL), correct any computational errors.
- 12.3.2 The financial bids of the top five technical scorers will be the evaluated as per the procedure for calculating the Technical-cum-Financial score. .

12.4 TECHNICAL CUM FINANCIAL EVALUATION

The bids shall be evaluated under Quality and Cost Based Selection (QCBS) as per procedures described in this RFP. The Technical-cum-financial score shall be determined as per weightage (Technical 80%, Financial 20%). The bidder with highest score will be the most preferred bidder.

13 NEGOTIATIONS

- 13.1 DIMTS will notify the preferred bidder by registered letter, cable or fax.
- 13.2 In the first stage negotiations will commence with a discussion of technical Bid, the proposed methodology (work plan), staffing and any suggestions that may have been made to improve the TOR. Agreement must be reached on the final TOR, the staffing and bar charts, which will indicate staff activities, period in the field and in the home office, staff months, logistics and reporting with special attention within the available budget and to define clearly the inputs required by the DIMTS to ensure satisfactory implementation of the Project.

- 13.3 Financial negotiations will then be carried out in the second stage.
- 13.4 DIMTS expects to negotiate a contract on the basis of the staff named in the Bid and prior to contract negotiation, will require assurances that this staff will be actually available. DIMTS will not consider substitution during contract negotiations except in cases of unexpected delay in the starting date or incapacity of key professional staff for reasons of health. Replacement would be allowed only with staff of similar or more experience & higher qualification with prior approval of DIMTS.
- 13.5 The negotiations will be concluded with a review of the draft form of contract. DIMTS and the Consultants will finalize the contract to conclude negotiations.

14 AWARD OF CONTRACT

- 14.1 Upon completion of the Bidding process, DIMTS will promptly inform the successful Consultants that their Bids have been found to be acceptable.
- 14.2 The selected consultants are expected to commence the Services on the date as specified in the Data Sheet. It is clarified that the selected Bidder shall be obliged to provide all assistance, clarification, rectification of Design and/or Drawings during the entire Project implementation period and the Bidder shall accordingly be paid as per actual in accordance with the rates as contained in its Financial Bid or the negotiated rates.
- 14.3 DIMTS reserves the right to reject any/all the Bids submitted by the Bidders and may, in its sole discretion, rescind or cancel the RFP at any stage without assigning any reason thereof and without entailing any liability at the risk and cost of the Bidders.

DATA SHEET

1.1 The name of the Project: *Providing Consultancy Services for Detailed Design and Engineering for Construction of Bus parking Depot at Gadaipur Village in South Delhi*

The name of the Client: *Delhi Integrated Multi-modal Transit System Limited*

2.1 This RFP document consist of the following:

- Section 1: Information to Consultants
- Section 2: Terms of reference (TOR)
- Section 3: Forms of Technical Bid
- Section 4: Forms for Financial Bid
- Section 5: Contract Agreement
- Section 6: General Conditions of Contract
- Section 7: Form of Bank Guarantee
- Section 8: Power of Attorney for Signing
- Section 9: Power of Attorney for nominating Lead Member

4.2 Pre-Bid Conference will be held as per the Schedule of Bidding Process in the Conference Hall of DIMTS Ltd.

4.8.1(i) Maximum number of members of the Consortium: Two

4.8.1(v) No additional conditions

6.1 Three months from the Bid Due Date

7.1 As per the Schedule of Bidding Process

11.1 Venue of Bid Opening:

DIMTS Ltd,
First Floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi – 110 006. INDIA

12.2.1 Technical Evaluation

1. The points given to evaluations criteria are:

Sr. No	Description	Points
1	Firms Past Experience	40
2	Adequacy of Work Plan, Approach and Methodology	30
3	Qualification & Relevant Experience of the Proposed Key Personnel	30
	Total	100

2. Sub-Criteria

2.1 Firms relevant experience: Total Points = 40

Specific experience of the Detailed design consultancy of Project costing Rs. 15 Cr. or equivalent (in case of combination of the projects of different costs, weightage will be given on prorata basis)	
Completed one Project	20
Completed Two Projects	30
Completed Three Projects or more	40

2.2 Adequacy of the proposed work plan and methodology in response to the TOR:
Total Points = 30

(a) Understanding TOR	5
(b) Proposed Methodology including Quality Assurance Plan	20
(c) Work Programme and Manning Schedule	5

2.3 Qualifications and competence of the key staff for this Project (Total points 100 to be weighted to 30 points).

2.3.1 The details of the professional experience, specific expertise and points for each key staff shall be as set out below.

S. No.	Position	Professional Experience	Specific Expertise	Points
1	Architect cum Team Leader	Minimum 15 years	Experience in Design of Bus stops, Terminals, pedestrian facilities and other transport infrastructure facilities.	25
2	Structural Engineer	Minimum 10 years	Experience in Structural Design of RCC / Structural Steel structures, and other complex civil works related to Urban Transport/ Commercial Structures.	15
3	Design Engineer (Electrical)	Minimum 10 years	Experience in design, estimation of Electric Supply System for similar projects	10
4	Design Engineer (Services)	Minimum 10 years	Experience in design, estimation of Water supply, harvesting, Sanitary, Waste disposal, HVAC, Fire fighting etc. for similar projects	10
5	Road Engineer	Minimum 10 years	Should have experience in similar capacity in preparing the Detailed design / execution for construction of roads / bridges/ flyovers in urban areas.	10
6	Costing / Contract Engineer	Minimum 10 years	Experience in costing / Contract Management of Civil / Road Works and for Procurement of Goods.	10
7	Environmental Expert	Minimum 10 years	Experience in Environmental Impact Assessment and Social Impact Assessment for Urban Transport Projects	5
8	CAD Operator Civil / Structural	Minimum 10 years	Experience in preparation of Civil / Structural drawings and detailing in Auto Cad etc.	5
9	CAD Operator Architectural	Minimum 10 years	Experience in preparation of Civil / Architectural drawings and detailing in Auto Cad etc.	5
10	CAD Operator Services	Minimum 10 years	Experience in preparation of drawings for Services and detailing in Auto Cad etc.	5

2.3.2 Consultant can also add professionals as per their understanding about the Project. It shall be noted that the upper age limit of all the key professionals is 65 years.

2.3.3 Criteria for assessment of Qualifications and competence of the key staff as referred at 2.3.1 above is as follows:

Sub-Criteria	Max. Marks
A. General Qualification	35
(a) Educational Qualification	20
1) Relevant PG with Specialized Courses	20
2) Relevant post graduation (PG)	15
3) Relevant graduation with non relevant PG	10
4) Relevant Graduation	5
(b) Professional Experience	15
1) Total Experience as professional (20 Yrs & Above)	15
2) Total Experience as professional (15 to 20 Yrs)	10
3) Total Experience as professional (10 to 15 Yrs)	5
B. Adequacy for the project	65
(a) Experience in similar positions <i>Similar positions in similar type of project/work (as per ToR), (per project maximum 12.5 Marks; maximum two projects would be evaluated for this sub-criteria)</i>	25
(b) Experience relevant to particular Project <i>Similar project (as per TOR) depending upon nature, scale & level of involvement in the project, (per project maximum 20 Marks; maximum two projects would be evaluated for this sub-criteria)</i>	40
Total	100

12.4 Technical-cum-Financial Score: The formula for determining the technical-cum financial score (top 5 technically scoring) of the bidders is given below:

Total Points = T (w) x T (s) + F (w) x EC / LEC, where

T (w) stands for weight of the technical score – 80 % (Eighty Percent)

T(s) stands for technical score – arrived by adding up the marks scored by the bidder in (1), (2) & (3) of 12.2.1 above.

F(w) stands for weight of the financial proposal – 20 % (Twenty Percent)

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal

The Evaluated Cost of the Financial Proposal (EC) will be the quoted fee in INR by the bidder in the Financial Proposal. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of Contract and will be called negotiations, if required.



SECTION 2
TERMS OF REFERENCE (TOR)

1 THE PROJECT – OBJECTIVE & SCOPE

- 1.1 The main objective of the Consultant should be to carry out Consultancy Services for Detailed Design and Engineering for Construction of Bus parking Depot at Gadaipur Village in South Delhi. The services will also include the preliminary design, topographical survey, soil investigation, detailed design and engineering, preparation of cost estimates, obtaining necessary approvals from all the concerned authorities, preparation of tender documents for the executing agency etc..
- 1.2 While planning for all the services & systems, existing resources in optimum way should be utilised.
- 1.3 The services would inter-alia' include detailed structural designs, assess, design the approach road to the Bus Parking Depot and integration with the nearest main road, & other amenities, detailed working drawings, quantities of various items, detailed cost estimates, environmental studies, action plans, operation and maintenance plan as appropriate and documents required for tendering the project on competitive bidding.

The assignment will be undertaken in three different Stages:

Stage I: - Preliminary design

Preparation of Conceptual Engineering Plan for Bus Parking Depot with multilevel parking including the engineering and operational plan along with approach roads. This stage also includes preparation of preliminary cost estimation, etc. based on studies and surveys.

Stage II: - Detailed Design and Engineering

Detailed Engineering and Design of the entire structures as per the approved Concept plan, conducting survey, soil investigation and based on the detailed topographic survey & soil investigation etc., preparation of detailed cost estimates, Impact Assessment Study i.e. Environment Impact Assessment (EIA) & Social Impact Assessment (SIA) and formulation of Project Implementation Strategy and getting the required approvals from the concerned authorities. Preparation of Bid Documents and assistance in Bid Process Management up to the stage of appointment of Implementation agency (Contractor). The scope shall also include assistance and preparation of the necessary documents required for getting EFC clearance as well as formal sanction of building plan from concerned authorities

Stage III: Assistance during the time of implementation

Rectify any discrepancies in the drawings, BOQ, cost estimate, any minor modifications required in the design and report, issue of GFC drawings with revisions etc. and clarification / solving of any technical problems arising at site.

2 DETAILED TERMS OF REFERENCE

2.1 Scope of Services

The detailed terms of reference shall be as follows: -

Stage I: - Preliminary design

Conduct reconnaissance survey and prepare concept plan, key plan showing the main land marks, connectivity of the site with the nearest main road etc. The facilities shall also include but are not limited to the following:

Proper boundary wall for the entire plot area with necessary entry and exit gates

Parking details for minimum 300 nos. buses

Rest rooms for the drivers and allied staff, including toilets etc.

Office/Administration Block, Canteen, with parking facilities

Workshop with washing facilities, stores etc.,

Electric Transformers, Panel Room etc.,

Tube well, Storm water drains, Water Harvesting System, Solar Energy System

Assess the availability, adequacy as well as the condition of the approach road from the nearest main road up to the designated site along with necessary improvement measures & cost estimate.

Preparation of Conceptual Engineering Plan for Bus Parking Depot with multilevel parking depicting the areas for the above facilities, in confirmation with the Delhi Master Plan 2021. If necessary, the concept plan may be modified incorporating the suggested changes and improvements.

Necessary cost estimates shall be given for conceptual approval of the concerned Govt. authorities.

a) Collection of Data

i) Reconnaissance Survey

To carry out reconnaissance survey for identification of specific / typical problem areas, appreciation of ground constraints / situation. The detailed survey of the plot shall be done using total station and SPS (GPS) and will be produced in electronic format and hard copies containing plans, sections shall be prepared to the scale as per desired Standards.

ii) Topographical Survey

The work involves carrying out a detailed topographic survey in the study area for the project.

1. General Instructions:-

- i. All survey work (barring leveling work) shall be carried out using Total Stations of two-second accuracy. A precision auto level shall carry out the leveling work.
- ii. Bidder should possess all required equipments/instruments duly calibrated & other facilities with them in adequate quantity to complete the work.
- iii. The officers from DIMTS visiting the site shall be extended full cooperation and he shall be explained about methodology adopted and shall be appraised about the measures adopted for accuracy of work.
- iv. The equipment used shall be accessible to the concerned officers of DIMTS for inspection to ensure its suitability for the job.
- v. The coordinates of all traverse stations are to be calculated with respect to the co-ordinates of stations as given by relevant authority.
- vi. The quoted rates shall be inclusive of the cost of labour, materials, equipments, transport, preparation of drawings and reports etc. and no other charges whatsoever shall be entertained in any circumstances.
- vii. Some field work may have to be done at night. The consultant will have to make his own lighting arrangements etc. for night working for which no additional payment will be made.
- viii. The consultant at his cost shall ensure all road/traffic safety measures.
- ix. All drawings shall be prepared on Auto CAD. The Auto CAD drawings shall have different layers for different entities like Road, Spot/Ground levels, Drain, Building, Boundary Wall, Over Ground Utility and Ground Utility, Tree, Traverse Station, ROB / RUB etc. X, Y, Z co-ordinates of all spot / ground points shall be provided In CSV file with point numbers and feature coding. .
- x. Plotting of the drawings shall be as per desired scale.

2. Deliverables:-

- i. Survey drawing on desired scale and plotting of spot / Ground levels at five meters Intervals (with grid) and at sudden changes in levels and all features and spotting all utilities. Output shall be on 75-micron thick double matt transparent sheet and an electronic version in AutoCAD (2 copies) shall be provided.
- ii. All leveling calculations shall be submitted in a register along with all field recording data books. All the field data and calculation work shall be done in MS- Excel Package of computer to be submitted to DIMTS, and
- iii. All field books, note books, CDs, drawings and other documents containing field data gathered during traverse survey shall be handed over to the client and consultant shall have no claim or use whatsoever. The consultant shall not reproduce any data collected from the work in any form.

- iv. The data should be collected in sufficient detail. The data should be compiled and presented in tabular as well as graphical form. The inventory data would be stored in computer files using simple utility packages, such as Microsoft EXCEL.

iii) Géo-technical Investigations and Sub-Soil Exploration

- i. The Consultants shall carry out geo-technical investigations and sub-surface explorations for the proposed structure and any other location as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples.
- ii. Sub-soil investigations will be done as per relevant codes of practice.
- iii. The scheme for the borings locations and the depth of boring shall be prepared by the Consultants and may be finalized in consultation with Client.
- iv. The sub-soil exploration and testing should be carried out through the Geo-technical Consultants empanelled by the MSRT&H. The soil testing reports shall be in the format prescribed in relevant IRC Codes.

Stage II:- Detailed Design and Engineering

Detailed Engineering and Design of the entire structures as per the approved Concept plan for all the units i.e. buildings, sheds, toilets, canteen, workshop, waste water sewage disposal arrangements, parking , paved areas, storm water drains, rain water harvesting, electric supply arrangements, solar energy arrangements etc. complete.

1. General

The Consultants are to carryout detailed designs and prepare detailed drawings including the following:

- i) Carryout detailed geotechnical/sub soil investigations necessary for facilitating design of various structures.
- ii) Prepare detailed Architectural, Structural, Services drawings including drawings showing details of all utilities and internal & external services, specifications after incorporating all revision.
- iii) Obtaining approval of local and other authorities of the modifications, if required from time to time and make necessary changes as required by them.
- iv) Preparation and submission of model of the work to a suitable scale as and when required by the Employer. The cost of the model shall be borne by the Consultant.
- v) The structural design will have to be vetted by a Proof consultant from IIT Delhi or equivalent institute referred by DIMTS. The charges to be paid to the Proof consultant shall be borne by the Consultant.

2. Estimation of Quantities and Project Costs

- a. The Consultants shall prepare detailed estimates for quantities (considering designs) and project cost for the entire project (civil packages wise) including the cost of environmental and social safeguards proposed based on relevant Standards and market rate for the inputs or the local schedule of rates. The estimation of quantities shall be based on detailed design of various components of the projects. The estimation of quantities and costs would have to be worked out separately for each Package as required. Detailed estimates and bill of quantities (BOQs) including technical specifications of all items for different subheads of work like civil, electrical and others.
- b. The Consultants shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respective lead distances for mechanized construction. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.
- c. The project cost estimates so prepared are to be checked against rates for similar on-going works in India
- d. The rates followed should be latest Delhi Schedule of Rates issued by CPWD. In case of any item not found in the Schedule of Rates suitable analysis of rates should be done based on market rate of material and labour along with supporting documents such as market rate list , labour wage notification etc.
- e. Prepare and submit final tender document and tender drawings required for tendering of construction project.
- f. Prepare complete Architectural, Structural and services design & drawings and working details, schedules, specifications and bills of quantities to describe the whole project adequately for the purpose of taking Employer approval and of all the local bodies and for placing the main and other subsidiary contracts by the Employer.

3. Quality Assurance Plan

Consultants should have detailed Quality Assurance Plan (QAP) for all field studies including surveys, engineering surveys and investigations, design and documentation activities. The quality assurance plans / procedures for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, drawings and documentation, preparation, checking, approval and filing of calculations, identification and tractability of project documents etc. Further, additional information as per format shall be furnished regarding the details of

personal who shall be responsible for carrying out / preparing and checking / verifying various activities forming part of detailed Draft QAP Document must be discussed and finalized with the concerned officers immediately upon the award of the Contract and submitted. It is imperative that the QAP is approved by DIMTS.

4. Bus Parking Depot Maintenance Manual

The Consultants are required to prepare a Bus Parking Depot Maintenance Manual covering the following aspects:

- Regular day to day maintenance aspects
- Short term periodic maintenance aspects
- Long term maintenance aspects

5. Impact Assessment Study and Formulation of Project Implementation Strategy

a) Environmental Impact Assessment (EIA) of the Project

The consultants are required to carry out an EIA of the proposed project. The EIA would address the environmental benefits expected to accrue as a result of developing the Bus Depot. The interest of the local communities, who may suffer from property or community severance, denied access and others adverse environmental fallouts as a result of development of Bus Depot, shall be protected. Community consolation shall therefore, be an essential part of the consultancy service.

Environment impact study including Initial Environment Examination (IEE) be carried out in accordance with ADB's Environmental Assessment Guidelines (2003) as amended from time to time / Government of India Guidelines, as applicable.

The consultant should carry out the preliminary environmental screening to assess the direct and induced impacts due to the project. The consultant shall assess and document baseline conditions relevant to the project with the objective to establish the benchmarks.

The consultant shall assess the impacts due to the project and identify the cost effective mitigation measures to address these impacts adequately in the Environmental Monitoring and Management Plan (EMMP).

The consultant shall do the analysis of alternatives incorporating environmental concerns and the associated costs in the economic analysis. This should include with and without scenario and modification incorporated in the proposed project due to environment considerations.

All mitigation measures are identified in the IEE and EMMP should be incorporated in the subproject design so that they are carried out during construction, operation and maintenance in consultation with the stakeholders.

The consultant shall prepare the bill-of-quantities (BOQ) and technical specifications for all items of work on account of environmental enhancement measures in such a way that these may be readily integrated to the construction contracts.

The consultant shall establish a suitable monitoring network with regard to air, water and noise pollution. The consultant will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.

The consultant shall provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.

The consultant shall prepare the application forms and obtain Forest and Environmental clearances (if need be) from the respective authorities including the CPCB and the MOEF on behalf of DIMTS. The consultants will make presentation, if required, in defending the project to the MOEF Infrastructure Committee.

The consultant shall identify and plan for plantation of the suitable trees in the area in accordance with statutory guidelines. The consultant shall assist in providing appropriate input in preparation of relevant environment and social sections.

b) Implementation Framework

The consultant shall, as a part of the study make a detailed recommendation about project implementation framework. This will be besides the institutional arrangement for implementation and shall also include the preparation of activity schedule for construction work. This will clearly define the start and end time for various items of works including the material requirements and the funds required. The consultant shall try to phase out the construction in an efficient manner.

6. Bid Documentation & Process Management

I. Bid Process Management

The following steps shall be taken as a part of this activity:

Preparation of Bid Documents:-

- a) BOQ, Rate Analysis Document
- b) Technical specifications;
- c) Tender drawings

Clarification / Assistance

The Consultant shall clarify any doubts / assist in regard to the BOQ, Technical specifications and tender drawings at the time of tender process to the prospective bidders too, if required.

STAGE III: Assistance during Project Implementation.

The consultant is expected to provide the following assistance during the implementation period of the project:

- a) Rectify any discrepancies found in the drawings and accordingly rectify the project cost
- b) Any minor modifications required in the design and report.
- c) Issue of Good for Construction (GFC) drawings with revisions if any and its cost implications.

3 DELIVERABLES

Stage I: Preliminary Report

The consultant shall submit concept plan, preliminary design proposal along with cost estimates for the project. The preliminary proposals shall include the data collected (site survey, soil data etc.), brief report on the project of the proposed plan, broad details of the project with engineering designs of all the features of the project.

Stage II: Detailed Design & Engineering

The submissions shall include Detailed Architectural, Structural, Services drawings including drawings showing details of all utilities and internal & external services, specifications etc., Design Report giving Design calculations for all components of work, Technical Specifications for all components of works etc., including the following

Detailed Engineering and Design of the entire structures (drawings)

Topographic survey report

Soil investigation report

Detailed cost estimate

Impact Assessment Study Report

Project Implementation Strategy

Technical and Performance specifications

BOQ, Tender drawings
Quality Assurance Plan

Bus Parking Depot Maintenance Manual Immediately after the submission of the Preliminary Report, the Consultant shall assist / prepare necessary documents for the EFC clearance.

Drawings

The drawings containing proposals related to the assignment work shall be prepared by the consultant and submitted as per the following. The Consultant shall not charge for extra copies required irrespective of the size of the drawing.

All drawings will be prepared in A0 to A2 size sheets in multicolor or as directed.

Report Delivery Format

The deliverables shall be submitted in the form of 5 sets of soft copy (editable format) and 5 sets of hard bound color copies including Annexure. 10 copies of final documents / drawings shall be submitted. All deliverables including calculations, spreadsheets, documents, drawings, presentations shall be submitted in editable soft copy versions (MS Word, MS Excel, Auto Cad) in the base software on which the same has been prepared.

STAGE III: Assistance during Project Implementation.

- a) Submission of revised drawings, revised cost estimate,
- b) Issue of Good for Construction (GFC) drawings with revisions if any.

4 MILESTONES AND PAYMENT SCHEDULE

Schedule for submission of deliverables and payment of fee for consultation shall be as under: (the deliverables schedule should be from the start date which shall be the date of issue of Letter of Award):

Schedule

Stage	Report	No. of Days	Fee (% of Quoted Fee)
Stage I	Preliminary Design Report	30	20
Stage II	Detailed Design & Engineering along with Other Reports under stage II	90	45
Stage II	Approval from Required Bodies	--	10
Stage III	Assistance during Implementation	N.A	The consultant will be paid the balance fee on prorata basis with the progress of works in installments of 5%



SECTION 3
FORMATS FOR TECHNICAL BID

SECTION 3 TECHNICAL BIDS – STANDARD FORMS

- 3A. Technical Bid submission form.
- 3A-1: Turnover Statement
- 3B. Firm's references.
- 3C. Description of the methodology and work plan for performing the Assignment.
- 3D. Comments and suggestions on the Terms of Reference
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.



3A: TECHNICAL BID

From
To,
Managing Director & CEO
DIMTS Ltd.

Sir,

Subject: Providing Detailed Design and Engineering Consultancy Services for Construction of Bus Parking Depot at Gadaipur Village, South Delhi

Regarding Technical Bid.

I/We (Consultant/ Consultancy firm herewith enclose Technical Bid for selection of my/our firm/organization as Consultant for

Yours faithfully

Signature.....

Full Name

Address

(Authorized Representative)



3A-1: TURNOVER STATEMENT

Year	Turnover Rs. Lacs
2006-07	
2007-08	
2008-09	

Average turnover of the above three years – Rs. _____ Lacs

Certificate from firms Chartered Accountant shall be submitted



3B: FIRMS REFERENCE

Relevant Services carried out in the Last Seven Years with Best illustrated Qualifications
(Certificate from the Client shall be enclosed failing which experience shall not be considered)

The Following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client stated below.

Assignment Name :	Country
-------------------	---------

Location within Country	Professional Staff provided by your firm
-------------------------	--

Name of the Client :	No. of Staff
----------------------	--------------

Address :	No. of Staff Month :
-----------	----------------------

Start date (Month/Year)	Completion Date (Month/ Year)	Approx. Value of Services (in INR)
-------------------------	-------------------------------	------------------------------------

Name of Associated Firms (s) if any :	No. of the Months of Professional Staff provided by Associated Firm (s)
---------------------------------------	---

Name of Senior Staff (Project Director / Coordinator, Team Leader) Involved and functions performed.

Narrative Description of Project :

Description of Actual Services Provided by your staff





3C: APPROACH PAPER ON PROPOSED METHODOLOGY



3D: COMMENTS/SUGGESTIONS OF CONSULTANTS

On the Terms of Reference:

1. _____
2. _____
3. _____
4. _____
5. _____



3E: COMPOSITION OF TEAM PERSONNEL AND THE TASK
WHICH WOULD BE ASSIGNED TO EACH TEAM MEMBER

1. Technical/Managerial Staff

S. No.	Name	Position	Task assignment
1.			
2.			
3.			
4.			

2. Support Staff

S. No.	Name	Position	Task assignment
1.			
2.			
3.			
4.			





3F: FORMAT OF CURRICULUM VITAE (C.V.)
FOR PROPOSED KEY STAFF

Proposed Position : _____
Name of Firm : _____
Name of Staff : _____
Profession : _____
Date of Birth : _____
Years with Firm : _____
Nationality : _____
Membership of Professional Societies: _____

Key Qualifications:

(Give an outline of staff member's experience and training pertinent to assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page)

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page)

Employment Record :

(Starting with present position, list in reverse order, every employment held. List all position held by staff member since graduation giving dates along with names of employing organisation title of positions held and location of assignments. For experience in last ten years also give types of activities performed and client references, where appropriate, use up to three-quarters of a page.)

Languages :

(Indicate proficiency in speaking, reading and writing of each language by "excellent" , "good", "fair" or "poor")

Certification:

I, undersigned do hereby certify that the information contained herein above is correct and true and no part of it is untrue and nothing material has been concealed from.

Signature of Staff Member

Date:

Day/Month/Year





3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

S. NO.	Name	Position	Months (in the form of a Bar Chart)								Number of Months
			1	2	3	4	5	6	7	8	
1.											Subtotal (1)
2.											Subtotal (2)
3.											Subtotal (3)
4.											Subtotal (4)

Full time _____ Part time: _____

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____



3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

S. No.	Item of Activity (Work)	Resource Persons	Month wise Program (in the form of Bar Chart) [1 st , 2 nd , etc. are months from the start of assignment]							
			1st	2nd	3rd	4th	5th	6th	7th	8th

B. Completion and Submission of Reports

Repos:*	Programmer: (Date)
1. Preliminary Design Report	
2. Detailed Design Report	

* MODIFY AS REQUIRED FOR THE ASSIGNMENT.

(Consultants will indicate as per the requirement)

SECTION 4
FORMAT OF FINANCIAL BIDS

SECTION –4

FORMATS FOR FINANCIAL BIDS

- 4A. Financial Bid submission form.
- 4B: Price bid
- 4C: Consolidated summary for remuneration in respect of services



4A : FINANCIAL BID

From

To,
Managing Director & CEO
DIMTS Ltd.

Sir,

Subject: Providing Consultancy Services for Detailed Design and Engineering for Construction of Bus Parking Depot at Gadaipur Village in South Delhi.

Regarding Financial Bid

I/We (Consultant/ Consultancy firm) herewith enclose Financial Bids separately for Providing Consultancy Services for Detailed Design and Engineering for Construction of Bus Parking Depot at Gadaipur Village in South Delhi for selection of my/our firm/organization as Consultant.

Yours faithfully

Signature

Full Name

Address

(Authorised Representative)



4B: PRICE BID

Name of the Project:

S. No.	Break up of Financial Cost	Currency INR	Amount	
			In figure	In words
1.	Remuneration for Consultancy Services			
2.	Service Tax or any other Tax			
Total	(in figure) (in Words)			





C: CONSOLIDATED SUMMARY FOR REMUNERATION

Name of the Project:

S. No.	Name	Position	Man Months	Monthly Rate	Total Amount
1.					
2.					
3.					
4.					
				Total	_____





SECTION 5
CONTRACT FOR CONSULTANT'S SERVICES



CONTRACT FOR CONSULTANT'S SERVICES

Consultancy Agreement

THIS CONSULTANCY AGREEMENT (the "Agreement") is made on this _____ day of..... , 2008 at Delhi

BETWEEN

DELHI INTEGRATED MULTI-MODAL TRANSIT SYSTEM LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at First Floor, ISBT, Kashmere Gate, Delhi (hereinafter referred to as "DIMTS" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART

AND

....., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at
..... (Hereinafter referred to as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the OTHER PART

WHEREAS

- A. DIMTS, on behalf of the Government of National Capital Territory of Delhi, vide its Request for Proposal dated....., had duly invited tenders for providing Consultancy Services for Detailed Design and Engineering and other services associated therewith for the Construction of Bus Parking Depot at Gadaipur Village in South Delhi as contained in the said RFP.

- B. In response thereto, Bids were received by DIMTS and, as per Bidding process, the Financial Bids of only the technically qualified Bidders were opened. Pursuant thereto, the Financial Bid submitted by the CONSULTANT, vide its Bid dated....., for the said work was evaluated and found to be the Lowest. Thereafter, pursuant to discussions/ negotiations between the CONSULTANT and DIMTS, the CONSULTANT submitted its revised Bid/Proposal vide its Proposal





- C. In pursuance thereof DIMTS, vide its letter bearing No..... dated, respectively issued its Letter of Intent and the Letter of Award on to the CONSULTANT for the said work.
- D. CONSULTANT having thoroughly acquainted itself as to the nature of work involved has duly inspected the SITE and surroundings of the work as specified and has satisfied itself by careful examination before submitting its Tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of any labour and/or material requirements as may be necessary for the execution of the work, the means of access to the site and any other requirements necessary for the execution of the work and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in its Tender document or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions, things and probable and possible contingencies and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced it in making its Tender.
- E. **AND WHEREAS** DIMTS having accepted the Bid of the Consultant for the provision and the execution of the said work at an all inclusive revised rate of inclusive of all taxes, levies and other such impositions ("Total Consultancy Fee").

NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract and are included in the expression "CONTRACT" wherever herein used;
 - (a) The General Conditions of Contract hereinafter called the "GCC", and
 - (b) The following Appendices

Appendix A:	The RFP (including the Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements)
Appendix B:	Minutes of the pre-proposal meeting
Appendix C:	Consultants' Technical Proposal
Appendix D:	Consultants' Financial Proposal
Appendix E:	Minutes of Financial/Contract Negotiation with the Consultant
Appendix F:	Letter of Intent
Appendix G:	Letter of Acceptance
Appendix H:	Copy of Performance Bank Guarantee





1. In consideration of the payment to be made to the CONSULTANT for the work to be executed by it, the CONSULTANT hereby covenants with DIMTS that the CONSULTANT shall and will duly provide, execute and complete the said work and shall do and perform all such other acts and things as described or mentioned in the CONTRACT or which are implied therefrom or may be reasonably necessary for the completion of the said work and at the said time(s) and in the manner and subject to the terms and conditions mentioned in the CONTRACT.
2. In consideration of the due provision, execution and completion of the said work DIMTS does hereby agree with the CONSULTANT that DIMTS will pay the CONSULTANT the amount(s) for the work actually done by him and approved by DIMTS at the rate(s) and in such manner and time as provided under the CONTRACT.

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

**FOR AND ON BEHALF OF THE
(DELHI INTEGRATED MULTI-MODAL TRANSIT SYSTEM LIMITED)**

By
Authorized Representative

**FOR AND ON BEHALF OF THE
(CONSULTANTS)**

By
Authorized Representative

Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories e.g. in the following manner.

**FOR AND ON BEHALF OF EACH OF
THE MEMBER OF THE CONSULTANTS**

(Member)

By
Authorized Representative





SECTION 6
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires the following terms whenever used in this Contract shall have the following meanings.

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India or Delhi as they may be issued and be in force from time to time.
- (b) "Client" means Delhi Integrated Multi-modal Transit System Limited & its representatives.
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached together with all the documents listed in Clause I of such signed Contract.
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clauses GCC2.1
- (e) "GCC" means these General Conditions of Contract.
- (f) "Government" means the Government of National Capital Territory of Delhi.
- (g) "Local Currency" means Indian Rupees.
- (h) "Member" shall mean, in case of joint venture of, any of these entities and "Members" mean all of these entities.
- (i) "Personnel" means person hired by the Consultants or by any Sub-consultants employed and assigned to the performance of the Services or any part there of "foreign person" means such persons who at the time of being so hired had their domicile outside India. "local personnel" means such person who at the time of being so hired had their domicile inside India and "Key personnel" means the personnel referred to in Clause 4.2 hereof
- (j) "Party" means DIMTS or the Consultants, as the case may be, and Parties mean both of them.

- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A hereto.
- (m) "Sub Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.7 hereof.
- (n) "Total Consultancy Fee" shall mean the fees as set out in Recital E of the Agreement.

1.2 Relation between the Parties

This Agreement has been entered into on a Principal to Principal basis and nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal as between DIMTS and the Consultants. The Consultants, subject to this contract, have complete charge of personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract and the Jurisdiction of the Contract

The Contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable law, and it shall be subjected to the jurisdiction of the Courts at Delhi.

1.4 Language

This Contract has been executed in English, which shall be the binding and controlling language for all time and for all matters relating to the meaning or interpretation of this Contract.

1.5 Heading

The heading shall not limit, alter or affect the meaning of this Contract.

1.6 Notice

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telegram or facsimile to such Party at the address specified.

1.6.2 Notice will be deemed to be effective as follows;

- a) In the case of personal delivery or registered mail, on delivery.
- b) In the case of telegram, 24 hours following confirmed transmission.
- c) In the case of facsimiles, 24 hours following confirmed transmission, provided the fax received is legible.

1.6.3 A party may change its address for notice hereunder by giving the other party notice of such change with respect to Clause 1.6.2 hereof.

1.7 Location

The Services shall be performed in the National Capital Territory of Delhi, India.

1.8 Authority or Member In charge

In case the Consultants consist of a joint venture/consortium, the member authorized by the entity specified to act on their behalf as the leader of the consortium in exercising all the Consultant's right and obligation towards DIMTS under this Contract including, without limitation, the receiving of instructions and payments from DIMTS.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by DIMTS or the Consultants may be taken or executed by the officials specified by the Parties.

1.10 Taxes and Duties

The Consultant and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and shall perform such duties in regard to deduction of such tax as may be lawfully imposed. The amount of such taxes, duties, fees, levies and other such imposition whether existing or future, shall be deemed to have been included in the contract price and DIMTS shall not be liable for any change, variation, modification, imposition or enactment of any new law thereof.

2. Commencement, completion, modification and termination of contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of DIMTS' notice to the Consultants instructing the Consultants to mobilize its resources for execution of the Services.

2.2 Commencement of Services

The Consultants shall carry out the Service, immediately after the Effective Date, and in any case within one week after the Effective Date.

2.2 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.8 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.3 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has authority to make changes, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

2.4 Modification

Modification of the terms and conditions of the Contract, including any modification in the scope of the Service may only be made by written agreement between the Parties. Pursuant to Clause 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.5 Force Majeure

2.5.1 Definition

- (i) For the purpose of the Contract "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations

hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and include but is not limited to war, riots, civil disorder, earthquake, fire explosion, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industries action are within the power of the party invoking Force Majeure to prevent).

- (ii) Force Majeure shall not include (i) any event, which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees nor (ii) any event which a diligent Party could reasonably have expected of this Contract and to avoid or overcome in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

2.5.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises by such an event of Force Majeure provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures with the objective of carrying out the terms and conditions of the Contract and shall, immediately, subject to Clause 2.8, upon cessation of the force majeure event

2.5.3 Measures to be taken

- A party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations here under with a minimum of delay.
- A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the restoration of normal conditions as soon as possible
- The Parties shall take all reasonable measures to minimize the consequences of an event of Force majeure.

2.5.4 Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure. The time period of the Contract may be extended by DIMTS due to reasons not attributable to the Consultant.

2.5.5 Consultation

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

2.6 Suspension

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

2.7 Termination

2.7.1 By DIMTS

DIMTS may by not less than thirty (30) day's written notice of termination to the Consultants (except in the events listed in para (d) below for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraph (a) through (e) of this Clause 2.8.1, to terminate this Contract.

- (a) If the Consultants fail to remedy a breach in the performance of their obligations hereunder, as specified in the notice of suspension pursuant to Clause 2.8 herein above within thirty (30) days of receipt of such notice of suspension or within such further period as DIMTS may have subsequently approved in writing.
- (b) If the Consultants become (or if the Consultants consist of more than one entity, if any or their Member becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultants submit to DIMTS a statement which has a material effect on the rights and obligations or interest of DIMTS and which the Consultants know to be false:
- (d) If, as result of Force Majeure the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If DIMTS, in its sole discretion and for any reason whatsoever decided to terminate this Contract without assigning any reason therefor.

2.7.2 By the Consultants

The Consultants may, by not less than thirty (30) days written notice to DIMTS, after the occurrence of any of the events specified in paragraphs (i) and (ii) hereof, may terminate this Contract.

- (i) If DIMTS is in material breach of any of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt of notice by DIMTS specifying such breach .
- (ii) If, as result of Force Majeure the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days

2.7.3 Cessation of Rights and Obligation

Upon termination of this Contact pursuant to clauses 2.2 or 2.7 hereof, or upon expiry of this Contract pursuant to Clause 2.4 hereof, all rights and obligation of the Parties hereunder shall cease, except

- (i) Such right and obligations as may have accrued on or before the date of termination or expiration.
- (ii) The obligation of confidentiality set forth in Clause GCC 3.3 hereof.
- (iii) Any rights which a Party may have under the Applicable law.

2.7.4 Cessation of Services

Upon termination of this Contact by notice of either Party to the other pursuant to Clauses 2.7.1 or 2.7.2 hereof, the Consultants shall immediately upon receipt of such

notice, take all necessary steps to bring the Services to a close in prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by DIMTS, if any, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and best industry practices, and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipments machinery, materials and methods .The Consultants shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers of DIMTS and watch DIMTS' legitimate interests in any dealing with sub-consultants or Third Parties and shall always ensure that DIMTS rights and interest are adequately protected. The Consultants shall act in collaboration with and under the direction of any agency appointed by DIMTS for the purpose.

3.1.2 Law Governing Services

The Consultants shall perform the Service in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants as well as the personnel and agents of the Consultants and any sub-consultants comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 Consultant not to Benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants sole remuneration in connection with this Contract of the Service and subject to Clause 3.2.2 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder and

the Consultants shall use their best efforts to ensure that any sub-consultants as well as Personnel and agents of either of them and similarly shall not receive any such additional remuneration.

3.2.2 Consultant and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither Consultants nor their sub-consultants nor the Personnel of either of them shall engage either directly or indirectly during the term of this Contract in any business or professional activities in India which will conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

The Consultant, their sub-consultants and the personnel of either of them shall not, either during the term or after the expiration of this Contract disclose any property or confidential information relating to the Project, the services under this Contract or DIMTS' business or operations without the prior written consent of DIMTS.

3.4 Liability of the Consultants

The Consultants liability under this Contract shall, other than this contract, be governed by the Applicable Law.

The risk and the coverage shall be:

- (1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultant or their Personnel, for the period of Consultancy;
- (2) Third Party liability insurance, with a minimum coverage for Rs. 5,00,000/- for the period of Consultancy.

- (3) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-consultant in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any life, accident, travel or other insurance as may be appropriate;
- (4) Professional liability insurance, with a minimum coverage of equal to total contract value for this consultancy; and
- (5) Insurance against loss of or damage to (i) equipment purchased in whole in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any document prepared by the Consultant in the performance of the Services.

3.5 Insurance to be taken by the Consultants

The Consultants (I) shall take out and maintain and shall cause any sub consultants to take out and maintain at their (or sub-consultants as the case may be) own cost, on terms and conditions approved by DIMTS, insurance against the risks and for the coverage as under the Applicable Law and (ii) at DIMTS' request shall provide evidence to DIMTS showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic account and record in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and details as will clearly identify, at all relevant time, charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Consultants' Action requiring DIMTS' prior Approval

The Consultants shall obtain DIMTS' prior approval in writing before entering into a subcontract for the performance of any part of the Services. It being clearly understood by the Consultant (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by DIMTS prior to the execution of the subcontract and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultants and its Personnel pursuant to this Contract.

3.8 Reporting Obligations

The Consultants shall submit to DIMTS reports and documents specified in TOR in the form, number and manner and within the time frame as specified therein. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

3.9 Documents prepared by the Consultants to be the Property of DIMTS.

All plans, drawings, specification, designs, reports, and other documents prepared by the Consultants in performing the Services shall become and remain the property of DIMTS and the Consultant shall not later than 30 days upon termination or expiration of this contract deliver all such documents to DIMTS together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall however not use these documents for propose unrelated to this contract without prior written approval of DIMTS.

3.10 Performance Bank Guarantee

Prior to signing of the Agreement and within 7 days of issue of Letter of Award, the Consultant shall, furnish a Performance Bank Guarantee for amount equivalent to 10% of the Total Consultancy Fee in the form contained in Section 7 of the RFP. The Performance Bank Guarantee shall be valid for two years.

DIMTS shall have the right to encash or invoke the Performance Bank Guarantee in case of failure on the part of the Consultant to adhere to its Deliverables in terms of the Contract or any deficiency, defect, inadequacy either in the design/drawing/engineering and documentation which the Consultant fails to rectify or remedy within a reasonable time or as may be instructed by DIMTS.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced personnel as are required to carry out the Services as specified in the RFP.

4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated period of engagements in carrying out of the services of each of the Consultants Key Personnel are described in the format as contained in the RFP.

4.3 Approval of Personnel

The key Personnel and Sub-Consultants employed by the Consultant shall be approved by DIMTS.

4.4 Removal and/or Replacement of Personnel

- a) Except as DIMTS may otherwise agree, no changes shall be made in the key Personnel. If for any reason beyond the reasonable control of the Consultants it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualification.
- b) If DIMTS (I) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (II) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at DIMTS' written request specifying the grounds therefor, forthwith provide as replacement a person with qualification and experience acceptable to DIMTS.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person shall be the Consultants responsibility and the Consultants shall bear all additional costs arising out of or incidental to any removal and/or replacement.
- d) The consultant shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of Personnel.

4.5 Location for providing Services

The Consultants shall ensure that it shall operate from Delhi at all times during the performance of the services.

5. OBLIGATION OF DIMTS

5.1 Access to Land

DIMTS shall endeavor to provide the Consultants, free of charge unimpeded access to all land in the project area provided such access is required for the performance of the Services.

5.2 Payment

In consideration of the Services performed by the Consultants under this Contract DIMTS shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. Mode of Billing and Payment

Billing and payments in respect of the Service shall be made as follows

- (a) DIMTS shall cause to be paid to the Consultants payments as may become due from time to time. The consultants shall submit the bills to DIMTS at stages as defined in Schedule of Payment. On verifications and approval of the bills of the task for which bills pertain, DIMTS shall release payments to consultant.
- (b) DIMTS shall cause the payments to the Consultant periodically as given in the schedule of payment within thirty (30) days after the receipt of bills with supporting documents.
- (c) No payment shall become eligible for the next stage till the consultants complete to the satisfaction of the client the work pertaining to the preceding stage.
- (d) **The final payment shall be payable only after the completion of the entire works of the project at site.** The services shall be deemed to have been completed and finally accepted by DIMTS if no deficiencies in such final report/final statement are notified in writing to the consultant by DIMTS within the 90 days from the day of receipt of such final report/ statement. If, within such ninety (90) days period DIMTS gives return notice to the Consultants specifying detailed deficiencies in the service/report, the Consultants shall thereupon promptly make any necessary corrections and upon completion of such corrections resubmit the modified final report. The fore going process shall be repeated to point out deficiency, if any, by DIMTS within the period of 90 calendar days and the rectified final report/final statement shall be resubmitted by the consultant. Any amount which DIMTS has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provision of this Contract shall be reimbursed by the Consultants to DIMTS with in thirty (30) days after the receipt by the Consultant of notice thereof.

(e) It is categorically understood by the Consultants that the liabilities of the Consultants shall not cease upon the submission and acceptance of the final report and the Consultants shall remain liable and responsible for any deficiency and/or shortcomings that the report may contain and which may have been skipped or not noticed or could not be discovered at the stage of submission thereof. The Consultants further undertake to provide all such other necessary and/ or ancillary services as thought necessary during the execution of the Project and the Consultants shall provide all such services thought necessary. Consultants shall accordingly be paid for the services as sought and provided as per the provisions and in accordance with the ToR as contained in the RFP.

(f) Deleted.

7. Responsibility for Accuracy of Project Document

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the design, drawing, estimates and all other details prepared by him as part of these services. The Consultant shall indemnify DIMTS against any inaccuracy in the work which might surface during implementation of the project. The Consultants will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2 Action for Deficiency in Services

7.2.1 Consultants liability towards DIMTS

Consultant shall be liable to indemnify DIMTS for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.2.2 Warning / Debarring

In addition to the penalty as mentioned in para 10, warning may be issued to the erring consultants for minor deficiencies. In case of major deficiencies in the Detailed Design involving time and cost overrun and adverse effect on reputation of DIMTS, other penal

action including debaring for certain period may also be initiated as per policy of DIMTS.

8. Fairness And Good Faith

8.1 Good faith

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

8.2 Operation of the Contract

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them, and that if, during the terms of this Contract either party believes that this Contract is operating unfairly the Parties will use their best effort to agree on such actions as may be necessary to remove the cause or causes of such unfairness. On the same lines, the parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

9. Dispute Settlement

If any dispute of any kind whatsoever arises between DIMTS and the Consultant in connection with, or arising out of the contract or the consultancy work, the dispute shall be resolved as per Arbitration and Conciliation Act 1996 subject to an attempt being made at the first instance be amicably resolved between the Parties.

- (a) Amicable Settlement: At the first instance the Parties shall try and amicably resolve the disputes between the Parties. In this behalf the Managing Director & CEO of DIMTS or any authorized representative and the Managing Director or the equivalent head of the Consultant's organization shall, within 15 days from the receipt of notice of intention to commence Arbitration, meet to resolve the issues in dispute amicably. If the Parties fail to amicably resolve the disputes within 30 days from the date of commencement of amicable settlement the aggrieved Party may refer the matter to Arbitration
- (b) Arbitration: The procedure for arbitration will be as follows:
 - i) In case of dispute or difference arising between DIMTS and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,

1996. The arbitral tribunal shall consist of sole arbitrator to be mutually appointed by the Parties.

- ii) Arbitration proceedings shall be held at Delhi, India and the language of the arbitration proceedings and that of all documents and communication between the parties shall be English

The decision of the arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal and shall be borne equally by both parties.

Notwithstanding any such Arbitration, the Parties shall continue to perform its obligations under the contract during the pendency of Arbitration and payment due to the Consultant by the DIMTS shall not be withheld, unless they are the subject matter of the arbitration proceedings.

9.3 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Indian Arbitration & Conciliation Act 1996.

10. Penalty

Any delay in submission of the drawings, reports or any other details/documents etc. beyond the schedule mentioned in the Terms of Reference (TOR) shall attract penalty @ 1% of the quoted fee or part thereof per week of delay subject to a maximum limit of 10% of the value of the contract. The Consultant shall pay the amount to DIMTS failing which DIMTS shall recover the same from any payments due to the Consultant or from the Performance Guarantee.



SECTION 7
FORM OF BANK GUARANTEE



FORM OF BANK GUARANTEE BOND

In consideration of Delhi Integrated Multi Modal Transit System Ltd. (hereinafter Called the DIMTS) having agreed to award the consultancy work to M/S
.....(hereinafter called the Consultants) on production of Bank Guarantee for Rs.
..... (Rs.....)
.....)
against order No. dated
and whereas the Letter of Intent and the letter of Award has been issued and accepted by the Parties, the Parties now intend to formally enter into an Agreement pursuant to the submission of this Performance Bank Guarantee (PBG) for the "Providing Consultancy Services for Detailed Design and Engineering for Construction of Bus Parking Depot at Gadaipur Village in South Delhi" on the terms and conditions contained in the said agreement and which have been mutually agreed upon by the parties thereto.

We(hereinafter referred to as Guarantors) do hereby undertake and promise to pay the amounts due and payable under this guarantee without any demur, merely on a demand from DIMTS stating that the amount claimed is for the damages, loss, due to pilferage, fire or negligence or otherwise on the part of the Consultants/its employee(s) or from whatever cause. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee notwithstanding any dispute or disputes raised by the Consultant or any suit or proceeding pending before a court or Tribunal relating there to. However, our liability under guarantee shall be restricted to an amount not exceeding Rs..... (Rs.....in words.....)

We,
further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till DIMTS certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultants and accordingly discharge the guarantee. Unless demand for claim under this guarantee is made on us in writing within two month after the date of completion of the contract or the certificate obtained from DIMTS whichever is later, we shall be discharged from all liabilities under this guarantee thereafter.

Notwithstanding anything to the contrary herein, liability of the Bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by DIMTS or until delivered to the satisfaction of DIMTS on or before _____ provided that we the Guarantor Unconditionally undertake to renew this guarantee from year to year within 10 days before the expiry of





the period of guarantee within 10 days before the expiry of the period or the extended period of guarantee as the case may.

We further agree with DIMTS that DIMTS shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions for the said contracts from time to time or to postpone for anytime or from time to time on any of the power exercised by DIMTS against the said consultants and to forebear to enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said consultant or for any forbearance, act or omission on the part of DIMTS whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

Notwithstanding anything contained here in above our liability under this guarantee is restricted to Rs (Rs.)

Our guarantee shall remain in full force and effect until

We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing.

Date

For and behalf of

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





SECTION 8
POWER OF ATTORNEY FOR SIGNING OF BID

Power of Attorney for signing of Bid

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/the Lead Member of our Consortium and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 application for qualification and submission of our bids for the Project proposed including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to DIMTS, representing us in all matters before DIMTS, signing and execution of all contracts including the Consultancy Agreement and undertakings consequent to acceptance of our bids, and generally dealing with the DIMTS in all matters in connection with or relating to or arising out of our bid for the said Projects and/ or upon award thereof to us and/or till the entering into of the Consultancy Agreement with DIMTS.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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, 2.....

For (Signature)
(Name, Title and Address)

Witnesses:

1. (Notarised)
2. Accepted

..... Signature)
(Name, Title 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and 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 Bidder. 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.

SECTION 9

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM



Power of Attorney for Lead Member of Consortium

Whereas the Delhi Integrated Multi Modal Transit System Ltd. ("DIMTS") has invited bids from interested parties for the _____ (the "Project").

Whereas, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the

Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Projects and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____,

M/s. _____ having our registered office at _____,

M/s. _____ having our registered office at _____, and

_____ having our registered office at _____, (hereinafter collectively

referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and

authorise M/S _____ having its registered office at _____, being one of the

Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium

(hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to

sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the

bidding process and, in the event the Consortium is awarded the Consultancy contract, during the

execution of the Project[s] and in this regard, to do on our behalf and on behalf of the Consortium, all or

any of such acts, deeds or things as are necessary or required or incidental to the qualification of the

Consortium and submission of its bid[s] for the Project[s], including but not limited to signing and

submission of all applications, bids and other documents and writings, participate in bidders and other

conferences, respond to queries, submit information/ documents, sign and execute contracts and

undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the

Consortium in all its dealings with the DIMTS, and/ or any other Government Agency or any person, in

all matters in connection with or relating to or arising out of the Consortium's bid[s] for the Project[s]

and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and

things lawfully done or caused to be done by our said Attorney 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

Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been

done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2008

For _____ (Signature)

_____ (Name & Title)

For _____ (Signature)





..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

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.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and 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 notarized in the jurisdiction where the Power of Attorney is being issued.

