



नई दिल्ली नगरपालिका परिषद

REQUEST FOR PROPOSAL

FOR

SELECTION OF AN ART INSTITUTE / CENTRE

TO

WORK AS AN INDEPENDENT INSTITUTE / COMPANY

FOR

A PPP PROJECT

FOR BRINGING TOGETHER INDIAN CONTEMPORARY ARTISTS & PAINTERS

TO

PAINT AND SELL THEIR ART

AT AN AREA ERAMARKED BY NDMC AS AN "ART STREET."


O. P. MISHRA
Director

O. P. MISHRA
Director

A handwritten signature in black ink, appearing to read 'O. P. Mishra', with a long horizontal flourish extending to the right.

1.1 Background

- a. The purpose of this Project is to create an environment of openly displaying artists paint live paintings or sculptors like in Europe & American Cities and promote Indian contemporary art to visitors for their effective collection in NDMC areas.
- b. New Delhi Municipal Council (NDMC) will award the contract for PPP Project for the establishing such a coherent system of gathering such a program to gather and facilitate the upcoming contemporary artists from across India as an "ART STREET in the NDMC area. The contract will be awarded through competitive bidding process.
- c. New Delhi Municipal Council (NDMC) will provide an open area which would be used for these art activities by the concessionaire. As per the Concession Agreement, the Concessionaire has to provide services to the art fraternity by providing the upcoming artists to make paintings live at in the nominated area ear marked for an ART STREET in NDMC Area. The scope of the work for the Concessionaire is provided at section 3 of the RFP document.
- d. NDMC desires to select an Independent art institute/ who shall be responsible to review the design, monitor and certify the activities undertaken by Artists as per the section 3 of the RFP document

1.2 Sale of RFP Document

1. The RFP document can be obtained from the office of New Delhi Municipal Council. The Cost of RFP which is Rs.2,000/- (Rupees Two thousand only) shall be paid in the form of a demand draft in favor of "Secretary, NDMC", drawn on any scheduled bank or nationalized bank, payable at New Delhi. The document fee is non-refundable. RFP may also be downloaded from website of NDMC: www.ndmc.gov.in. In case RFP is downloaded from the website, demand draft is to be submitted with the proposal. The Eligible Bidder(s) purchasing the hard copy of the RFP must attach the copy of Receipt along with the Proposal.
2. An Applicant is eligible to submit only one RFP for the Assignment.
3. Cost of Preparation /submission of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.3 Proposal Security

Technical Proposal should be accompanied with Proposal Security of Rs. 50,000/- (Rupees Fifty Thousand only), without which a Proposal shall be considered non-responsive. The proposal security shall be in the form of a Bank Guarantee or Demand Draft in favour of "Secretary, NDMC" drawn on any scheduled bank or nationalized bank, payable at Delhi. The format for Bank Guarantee is given in the Schedule 3.

1.4 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Proposal.


O. P. MISHRA
Director

1.5 Validity of the PROPOSAL

The PROPOSAL shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of PROPOSAL (the "PROPOSAL Due Date").

1.6 Brief description of the Selection Process

Interested applicants shall submit technical and financial proposal as per terms of the RFP. Quality and Cost Based approach shall be followed for evaluation of Technical & Financial Proposal as per the terms of RFP; proposals shall be evaluated to select suitable applicant as Independent Institute / Company.

1.7 Schedule of Selection Process:

Proposals received after the due date will be rejected outright.

S. No.	Event Description	Date
1	Sale of RFP Document	12.12.2014
2	Last date of receiving queries	18.12.2014, 5.00 pm
3	Last Date of submission of Bid Document	29.12.2014, 3.00 pm
4	Opening of Proposal	29.12.2014, 3.30 pm

1.8 Communications

All communications/ correspondence / enquiries should be addressed to the following in writing by fax /post / courier:

All communications, including information, to be marked at the top in bold letters:

KIND ATTN. OF:

Director (Projects),
Room No. 7008,
7th Floor, NDMC,
Palika Kendra,
New Delhi-110001

The envelopes, should contain the following

"SELECTION OF ART INSTITUTES/ ART COMPANYS TO WORK AS A INDEPENDENT INSTITUTE / COMPANY FOR A PPP PROJECT FOR SETTING UP AND MANAGING AN ART STREET IN NDMC AREA"


O. P. MISHRA
Director

2. Instructions to Applicants

2.1 Scope of RFP

1. Description of the objectives, broad scope of services and selection process for Independent ART INSTITUTES/ ART COMPANYS are specified in Section 3 of the RFP document.
2. Applicants shall be deemed to have understood and agreed to terms of RFP and that no explanation or justification for any aspect of the Selection Process will be given. NDMC's decisions are final without any right of appeal whatsoever.
3. The Applicant shall submit its proposals in the form and manner specified in this RFP document.

2.2 Minimum Conditions of Eligibility of Applicants

1. Applicants must read the minimum Conditions of Eligibility provided herein.
2. The Applicant shall be a single entity who is either a sole art Institute / Art Society / Company registered with the registrar of Society 1956.
3. Any Applicant which has been barred by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the RFP Due Date would not be eligible to submit its Proposal.
4. To be eligible for evaluation of its Credentials, the Applicant must fulfill minimum conditions of eligibility towards Eligible Experience, Financial Capability and Key Team Members as set out below. (Note: Consortium is not allowed for this project)

2.3 Eligible Experience

- a. The Applicant should have worked as ART INSTITUTES/ ART COMPANYS in the following activities related to ART Management:
- b. Experience as an Independent ART INSTITUTES/ ART COMPANYS for at least five years or more in any art related project which describes the activities of promoting Indian contemporary artists.

2.4 Financial Capability

- a. Should have average annual turnover (gross) of at least Rs 2 Crore from Art consultancy services during last three years.
- b. Audited balance sheets of last three years to be provided for verification along with certificate from Statutory Auditor.

2.5 Key Team Members:

- i. Independent ART INSTITUTES/ ART COMPANYS shall have following key members in the team for discharging work described under Scope of Work in an efficient and professional manner.
 1. Team Leader
 2. Project Manager
 3. Supervisor
- ii. Necessary documentary proof of qualification and company roles need to be provided.


G.P. MISHRA
Director

2.6 Conflict of Interest

1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
2. NDMC requires that the Independent ART INSTITUTES/ ART COMPANYS provides professional, objective, and impartial platform at all times hold NDMC's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
3. Independent ART INSTITUTES/ ART COMPANYS shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of NDMC.

2.7 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

1. Made a complete and careful examination of the RFP document.
2. Received all relevant information requested from NDMC
3. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of NDMC
4. Satisfied itself about all matters, things and information, necessary and required for Submitting an informed PROPOSAL and performance of all of its obligations there under acknowledged that it does not have a Conflict of Interest and
5. Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

- a) Notwithstanding anything contained in this RFP document, NDMC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) NDMC reserves the right to reject any Proposal if at any time, a material misrepresentation is made or uncovered, or the Applicant does not provide, within the time specified by NDMC, the supplemental information sought by NDMC for evaluation of the PROPOSAL or
- c) If such disqualification/rejection occurs after the Proposals have been opened, such Applicant shall not be eligible for participating in the Selection Process.
- d) Such misrepresentation/improper response may lead to disqualification of the Applicant, even after selection or awarding of contract.


O. P. MISHRA
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2.9 Amendment of RFP document, if any.

- a) At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, modify this RFP document by the issuance of Addendum.
- b) Such Addendum to this RFP document shall be posted by NDMC on its official website and shall be binding on all Applicants.
- c) In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, NDMC may, in its sole discretion, extend the Proposal Due Date.

2.10 Language

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

2.11 Currency

The currency for the purpose of this RFP document shall be the Indian Rupee (INR).

2.12 Format and signing of PROPOSAL

- a) The Applicant shall provide all the information sought under this RFP document. NDMC would evaluate only those PROPOSALS that are received in the specified formats and complete in all respects.
- b) The documents accompanying the PROPOSAL submission shall be placed in TWO separate envelopes and marked as indicated below. The PROPOSAL submission shall include:

Envelope 1: "Technical Submissions" (Two Sets marked ORIGINAL and COPY):

- i. Cover letter as per Schedule 1
- ii. Power of Attorney as per Schedule 2
- iii. Proposal Security in form of Demand Draft or Bank Guarantee valid for 180 days from the date of submission of project as per Schedule 3
- iv. Eligible Experience as per Schedule 4 along with copies supporting documents
- v. Resume of Key Personnel as per Schedule 5
- vi. Financial Capability as per Schedule 6 with copies of supporting documents

The Proposal shall be made in the formats specified in this RFP document. Any attachment to such formats must be provided on separate sheets of paper and only that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.


O. P. MISHRA
Director

Envelope 2: "Financial Bid" as per Schedule 7.

Financial bid should be submitted as per Schedule 7. It should not be conditional and should be inclusive of taxes, service tax and out of pocket expenses.

- a) The 2 (Two) envelopes specified shall be placed in an outer envelope, which shall be sealed. Technical & Financial Submission envelopes and Outer envelope shall clearly bear the following identification:
"SELECTION OF ART INSTITUTES/ ART COMPANYS TO WORK AS A AN INDEPENDENT ART INSTITUTE / COMPANY FOR A PROJECT FOR THE RUNNING AN ART STREET IN NDMC AREA"
- b) Each of the 2 (Two) envelopes and outer envelope shall also clearly indicate the name and address of the Applicant.
- c) The Applicants shall submit the proposal in spiral/hard bound form by giving an index of submissions.
- d) The proposal shall be typed or written in indelible ink, signed and stamped on each page by the authorized signatory holding valid Power of Attorney from the Applicant. Alterations, omissions, additions, or any other amendments, made to the Proposal shall be initialed by the person signing the Proposal.
- e) No supplementary material will be entertained by NDMC, and that evaluation will be carried out only on the basis of documents received by the closing time of RFP Due Date. Applicants may however be asked to provide additional information or documents for proper evaluation of information already provided.
- f) Incomplete proposals would be rejected.
- g) NDMC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP document. Failure of NDMC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of NDMC there under.
- h) In case it is found during the evaluation or at any time before short-listing and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, by a communication in writing by NDMC without NDMC being liable in any manner whatsoever to the Applicant.
- i) The completed proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.13 Proposal Due Date

- a) The proposal should be submitted before 1500 Hours on the Proposal Due Date at the address provided in RFP in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified therein.
- b) NDMC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum.

2.14 Late Proposal

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


O. P. MISHRA
Director

2.15 Modification/ substitution/ withdrawal of Proposals

- a) No Proposal shall be modified, substituted, or withdrawn by the Applicant once submitted.
- b) Any alteration/modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by NDMC, shall be disregarded.

2.16 Confidentiality

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

2.17 Clarification

- a) To facilitate evaluation of proposals, NDMC may, at its sole discretion, seek clarifications from any Applicant regarding its proposal. Such clarification(s) shall be provided within the time specified by NDMC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- b) If an Applicant does not provide clarifications sought within the specified time, its proposal shall be liable to be rejected. In case the proposal is not rejected, NDMC may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of NDMC.

2.18: Term of Independent Art Institute / Company

The initial term of the INDEPENDENT ART INSTITUTE / COMPANY shall be for **two years** to be renewed at the discretion of NDMC for successive terms of another two years over the entire Concession Period.


O. P. MISHRA
Director

3. Scope of Work

3.1.0 Scope of Services of the Independent Art Institute / Company

The Independent art Institute / Company is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the art street Project. Broadly, the role of the Independent art Institute / Company shall encompass:

- 1.1 Independently arrange to display 20 live artists at a time from across India and to facilitate these artists to Paint / Sketch / Craft / Creating Sculpture live.
- 1.2 Assist the participating artists to perform live at the nominated site as ear marked by NDMC in front of Rajiv Gandhi Handicrafts Bhawan at Baba Kharak Singh Marg
- 1.3 Rotation of the artists in order to give an equal chance to all the artists.
- 1.4 Monitoring of artists and ensure that only artists should be allow to sell their art in form of Painting, Sketches, Craft Work or Sculptures.
- 1.5 Daily Monitoring of the nominated site as ear marked by NDMC in front of Rajiv Gandhi Handicrafts Bhawan at Baba Kharak Singh Marg and ensure that no activities related to music / dance / singing involved in the above said scope of services.
- 1.6 Maintenance of the nominated site as ear marked by NDMC in front of Rajiv Gandhi Handicrafts Bhawan at Baba Kharak Singh Marg
- 1.7 Review matters related to safety and environment management measures.
- 1.8 Verify and report to NDMC (daily) whether
 - 1.8.1 The artists comply with all Applicable Laws & Rules.
 - 1.8.2 The artists sell their live art in form of Painting, Sketches, Craft Work or Sculptures by their own.
 - 1.8.3 Rotation report of the artists (including their Name and work performed by them)

3.2.1 If during the course or upon review / inspection undertaken by the NDMC, it transpires that either of the Parties (Independent Art Institute / Company or Artists) is in breach/ default of any of its obligations under the Agreement, NDMC reserves the right to reject the Proposal at that time and may allot the work to other shortlisted Applicants (the next high scorer applicant) or on fresh financial bid to some other agency.

3.2.2 Obligation during Operations Period

The Independent Art Institute / Company shall undertake a proper record of data of the participating artists.

3.2.3 Handback and Transfer the nominated site Facilities to NDMC

At the time of handback and transfer of the Project Facilities to NDMC at the end of Concession Period, the Independent Art Institute / Company shall:

- (a) Monitor the compliance with the handback and Transfer Requirements as provided in this Agreement, and
- (b) Issue a certificate of compliance on satisfactory completion of Handback and Transfer Requirements by the Artists.


O. P. MISHRA
Director

3.2.4 Maintenance of Records

The Independent Art Institute / Company along with the Artists would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Implementation Period and once every two months during the Operations Period as also to participate in emergency or extraordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.

3.2.5 The Independent Art Institute / Company shall maintain record of the activities undertaken by it in discharge of following functions and responsibilities. This would include records in respect of the;

1. Manpower deployed and other organizational arrangements of the Artists;
2. Inspections undertaken and notices/instructions issued to the Artists;
3. Review compliance by the Artists with the Agreement;
4. Force Majeure Events;
5. Material and Persistent Breach of O&M Requirements and Events of Default by the Parties; and
6. Compliance by the Artists with Handback and Transfer Requirement


O. P. MISHRA
Director

4. Evaluation Process

- a) NDMC shall open the Proposals at 1530 Hours on the Proposal Due Date, at the office of NDMC and in the presence of the Applicants who choose to attend.
- b) Prior to evaluation of Proposals, NDMC will determine whether each Proposal is responsive to the requirements of this RFP document. A RFP shall be considered responsive only if:
 - I. Is received by the RFP Due Date including any extension thereof, if any.
 - II. Is signed, sealed and marked as stipulated in RFP.
 - III. Contains all the information and documents specified herein and in the formats set out in this RFP document.
 - IV. Mentions the validity period as set out in RFP.
 - V. Proposal Security is submitted.
- c) Alteration, modification, substitution or withdrawal shall be entertained by NDMC in respect of such Proposal reserves the right to reject any Proposal which is non-responsive and no request for;
- d) NDMC would subsequently examine and evaluate Proposal in accordance with the provisions of RFP for assessment of the Minimum Conditions of Eligibility prescribed at clause 2.2

4.1 Evaluations of Bids:

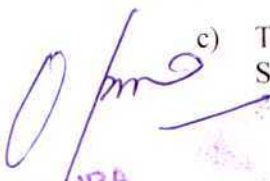
- a) Applicants who satisfy the Minimum Conditions of Eligibility as per clause 2.2, 2.3, 2.4, and 2.5 shall be short listed for participation in the next stage of the Selection Process.
- b) Proposal submitted by the bidders shall be evaluated based on the following parameters:

S.no.	Parameter	Marks
1	Approach & Methodology including understanding of scope of work, work plan, manpower deployment schedule.	50
2	Key Personnel	50
	Team Leader	20
	Project Manager	20
	Supervisor	10
		100

Applicant scoring minimum of 80 marks in the Technical proposal shall be declared as technically qualified Bidder.

To enable NDMC to evaluate the Credentials, Applicant should furnish the details of experience, along with supporting documents for the parameters, as applicable, separately.

- c) The Applicant should furnish the details of Key Personnel in the format set out in Schedule 5.


O. P. MISHRA
Director

4.2 Evaluation of Financial Bids

- a) Financial bids of the technically qualified Applicants shall be opened by NDMC
- b) Applicant with lowest bid shall be assigned 100 marks. The Financial Proposals of other bidders shall be assigned marks as follows:

$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration.}$

Fm: Lowest Financial Proposal.

Sf: Financial Score

4.3 Composite Score

- a) For selection of Applicant, final ranking will be determined based on the combined total score for each applicant. This will be done by applying a weight of 0.80 (or 80 %) and 0.20 (or 20%) respectively to the technical and financial scores of each qualifying Applicant.
- b) The Composite Score of Technical Proposal and Financial Proposal shall be computed as follows:
$$\text{Composite Score} = (Pe \times 0.8) + (Sf \times 0.2)$$
- c) Applicant with highest composite score shall be declared successful who shall be called for negotiations. After successful negotiation, the work shall be awarded to the firm, if the negotiation fails; the next high scorer applicant shall be called for negotiations.
- d) The decision of NDMC will be the final and binding on the bidders. Conditional bids will be rejected. Any conditional discounts by bidder shall not to be taken into account for the purpose of evaluation.
- e) NDMC will not entertain any query or clarification from Applicants who fails to qualify at any stage of Selection Process.
- f) Applicants are advised that selection will be entirely at the discretion of the NDMC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.
- g) Any information contained in the proposal shall not in any way be construed as binding on NDMC, its agents, successors or assigns, but shall be binding against the Applicant if the assignment is subsequently awarded to it.


O. P. MISHRA
Director

5. Fraud and Corrupt Practices

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP document, NDMC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.
- b) Without prejudice to the rights of NDMC under Clause 5. hereinabove and the rights and remedies which NDMC may have under the short-listing process, if an Applicant is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the short-listing process, such Applicant shall not be eligible to participate in any tender issued by NDMC during a period of 2 (two) years from such date.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - 5.1.1 "corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NDMC who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NDMC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii) engaging in an manner whatsoever, whether during the Selection Process or after short-listing, as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/adviser of NDMC in relation to any matter concerning the Project;
 - 5.1.2 "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - 5.1.3 "coercive practice: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - 5.1.4 "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - 5.1.5 "Restrictive practice: means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.


O. P. MISHRA
Director

6. Miscellaneous

6.1. Fee to Institute / Company and Payment Schedule:

The License fee payable by the Selected Art Institute / Company to NDMC shall be paid on monthly basis.

6.2 Client Responsibility

1. The NDMC shall give all required support in terms of information/data available.
2. Approving draft submissions prepared by Independent Art Institute / Company

6.3 Disincentives

If the agency fails to comply with any of the clauses of the agreement after entering into the same with NDMC, the agreement will be terminated on three month notice. The project will be reviewed every month by NDMC. In case of failure of any agency and termination of the agreement, the NDMC may allot the work to other shortlisted Applicants on fresh financial bid or may award to some other agency.

6.4 Jurisdiction

- a) The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
 - ii. consult with any Applicant in order to receive clarification or further information
 - iii. retain any information and/or evidence submitted to NDMC by, on behalf of and/or in relation to any Applicant; and/or
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
 - v. It shall be deemed that by submitting the proposal, the Applicant agrees and releases NDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

To,
Director (Project)
Room No. 7008,
7th Floor, Palika Kendra,
NDMC, New Delhi-110001.


O. P. MISHRA
Director

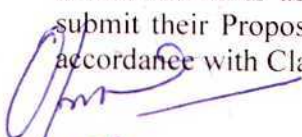
Cover Letter

Sub: PPP Project for running an ART STREET in New Delhi Municipal Council Areas.

Dear Sir,

With reference to your RFP document dated 11.12.2014, we, having examined the RFP document and understood its contents, hereby submit our Technical & Financial Proposal for the aforesaid Project.

- 1 The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Schedules is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 3 We shall make available to NDMC any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4 We acknowledge the right of NDMC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 6 We declare that:
 - a) We have examined and have no reservations to the RFP Document, including any Addendum issued by NDMC.
 - b) We do not have any conflict of interest in accordance with Clauses 2.6 of the RFP document;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5 of the RFP document, in respect of any tender issued by or any agreement entered into with NDMC or any other public sector enterprise or any government, Central or State;
 - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e) We hereby acknowledge that neither we, nor our Associates, have been engaged by the Artists to provide fee or goods or works or services for the Project.
- 7 We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to submit their Proposals for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.8 of the RFP document.


O. P. MISHRA
Director

- 8 We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit Proposal in accordance with the provisions of the RFP document.
- 9 We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10 We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11 We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 12 We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate NDMC of the same immediately.
- 13 We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NDMC in connection with the short-listing of Applicants, or in connection with the Selection Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.
- 14 We have studied the RFP document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by NDMC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
- 15 We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, we shall have any claim or right of whatsoever nature if we are not short-listed or our Proposal is not opened.
- 16 We agree to keep this offer valid for 180 days from the RFP Due Date specified in the RFP document.
- 17 We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,
(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Applicant


O. P. MISHRA
Director

POWER OF ATTORNEY

(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our PROPOSAL for Selection of Independent Art Institute / Company for PPP Project for running an ART STREET in New Delhi Municipal Council Areas for New Delhi Municipal Council in New Delhi, including signing and submission of all documents and providing information/responses to NDMC in all matters in connection with our Applicant for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2014

Accepted

For Name & signature

(Name and designation of the person(s) signing on behalf of the Applicant)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. 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.




Bank Guarantee Format

In consideration of you, Secretary, New Delhi Municipal Council having its office at Palika Bhawan, New Delhi (hereinafter referred to as the "Employer", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of [a Company registered under provision of the Companies Act, 1956] and having its registered office at

(hereinafter referred to as the "Applicant" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Selection of Institute / Company to Work as a Independent Institute / Company for implementation of the Project

1. The Project" pursuant to the RFP dated 11.12.14 issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Applicant, do hereby in terms of Clause given in the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Applicant and referred to as the "Proposal Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Employer stating that the Applicant is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Employer is disputed by the Applicant or not merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Applicant to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Applicant to keep its Proposal open during the Proposal validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 50,000/- (Rupees fifty thousand only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure


O. P. MISHRA
Director

- of the Applicant to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the decision of the Employer that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
 7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Applicant or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Applicant or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our branch in New Delhi, who shall be deemed to have been duly authorized to receive the said notice of claim.
 10. It shall not be necessary for the Employer to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by Bank
By the hand of Mr./Ms , its and authorised official.
(Official Seal)
(Signature of the Authorized Signatory)


O. P. MISHRA
Director

Eligible Experience

All relevant documents in support of eligibility criteria set out in this document.

Credentials of the Applicants 1. Format for Project Data Sheet

Assignment Name:		Country:
Location within Country:		Key Professional Staff Provided:
Name of Client :		No. of Professional Staff:
Address:		No. of Professional Staff Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approximate Value of Services (in INR):
Name of Associated Consultants, if any:		No. of Months of Key Professional Staff, Provided by Associated Consultants:
Name of Senior Staff involved:		
Narrative Description of Project:		
Description of Actual Services provided:		

Any one of the following documents could be submitted to demonstrate experience: Completion Certificate/Work order/Agreement/ relevant supporting documents from the client.

[Handwritten Signature]
O. P. MISHRA
 Director

Key Personnel
Format of Curriculum Vitae (CV) for Proposed Key Personal

1. Proposed Position:	
2. Name of Firm:	
3. Name of Staff:	
4. Profession:	
5. Date of Birth:	
6. Years with Firm:	
7. Nationality:	
8. Membership of Professional Societies	
9. Detailed Tasks assigned:	
10. Key Qualifications	
11. Education:	
12. Employment Record	
13. Relevant Experience	
14. Languages:	
15. Certification:	

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describes my qualification, my experience and me.

Date:

(Signature of Staff member and authorised representative)

Full name of Staff member:
Full name of Authorised Representative:


O. P. MISHRA
Director

Financial Details of the Applicant

Description	Turnover (Rs. Crores)
Financial Year (2011-12)	
Financial Year (2012-13)	
Financial Year (2013-14)	
Average Turnover	

The Applicants to furnish audited turnover details along with balance sheets and profit & loss accounts for last three years along with a certificate from Statutory Auditor/ Chartered Accountant to establish minimum average annual turnover from consultancy income required toward Financial Eligibility.


O. P. MISHRA
Director

Format for financial Bid:

Applicants to quote financial bid in the form of monthly License fee, inclusive of all taxes, duties, cess, out of pocket expenses etc.

S. No.	Description	Lumpsum Amount in INR	(in words)
1.	Monthly License Fee		


O. P. MSHRA
Director