

Request for Proposal for Selection of Company Secretary (CS) Firms to provide Secretarial Consultant services for compliance of various provisions of the Companies Act.

NOTICE INVITING BID

RFP No.:02/NDMCSCCL/2017

DATE: 04/07/17

Request for Proposal for Selection of Company Secretary (CS) Firms to provide Secretarial Consultant services for compliance of various provisions of the Companies Act.



NEW DELHI MUNICIPAL COUNCIL SMART CITY LIMITED(NDMCSCCL)

ISSUED BY:

GENERAL MANAGER (F/A)

NEW DELHI MUNICIPAL COUNCIL SMART CITY LIMITED(NDMCSCCL)

JULY-2017

Request for Proposal for Selection of Company Secretary (CS) Firms to provide Secretarial Consultant services for compliance of various provisions of the Companies Act.

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP Document, the Bidders should satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of RFP Document/ Issue of the RFP Document, it shall be considered that the RFP Document is complete in all respects.
2. The information contained in this RFP and subsequently provided to the Bidders (henceforth referred to as "**Bidder/s**") verbally or in documentary form by New Delhi Municipal Council Smart City Limited (henceforth referred to as "**NDMCSCCL**" in this document) shall form the integral part of this RFP.
3. New Delhi Municipal Council Smart City Limited (NDMCSCCL) reserves the right to modify, amend or supplement this RFP Document.
4. While this RFP Document has been prepared in good faith, neither NDMCSCCL nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document, even if any loss or damage is caused by any act or omission on their part.
5. The issue of this RFP document does not imply that NDMCSCCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and NDMCSCCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
6. 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, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by NDMCSCCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NDMCSCCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.
7. This RFP is not an agreement or an offer by the NDMCSCCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
8. This RFP may not be appropriate for all persons, and it is not possible for the NDMCSCCL and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate

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sources. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

9. The NDMCSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
10. The NDMCSCL and its employees/ advisors make no representation or warranty and shall have no liability to any person including any 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, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
11. The NDMCSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
12. The NDMCSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

Place: New Delhi

Date:

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CHAPTER-I

RFP/BID INVITING NOTICE

New Delhi Municipal Council Smart City Ltd. (NDMCSCCL) invites Proposal from eligible Firms Registered as Sole Proprietorship Firm, a Partnership Firm or Limited Liability Partnership Firm/Company having registered office in India, for Request for Proposal for Selection of Company Secretary (CS) Firms to provide Secretarial Consultant services for compliance of various provisions of the Companies Act.

- 1.1** Please refer the RFP document for details.
- 1.2** NDMCSCL shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NDMCSCL. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to go the RFP/Bid Documents thoroughly and familiarize themselves with various arrangements required and all activities necessary for successful completion of the contract.
- 1.3** The details of the work are given under the scope of work in the RFP document.
- 1.4** The bidder may submit the Bids both Technical and Financial on or before prescribed date and time mentioned in the RFP Schedule and the Technical Bids shall first be opened at as per the scheduled time on the same day in presence of the representatives of the bidding firms who may desire to attend the proceedings in the **Office of GM (F/A) at 6th Floor, NDMCSCL, Palika Kendra, Parliament Street, New Delhi-110001.**
- 1.5 DUE DILIGENCE BY BIDDERS**
Submission of bid by the Bidder shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 1.6 DOWNLOADING RFP DOCUMENTS**
RFP document can be downloaded free of cost from the website of **www.ndmc.gov.in** and **https://govtprocurement.delhi.gov.in** up to the scheduled date and time.
- 1.7 EARNEST MONEY DEPOSIT (EMD)**
- 1.7.1** An EMD of **Rs. 25,000/- (Rs. Twenty Five Thousand only)** to be deposited in the form of Demand Draft in favour of **“NDMCSCCL” Payable at New Delhi**, of a schedule bank copy of which to be scanned and to be uploaded with other technical documents as mentioned in the RFP. Failing to deposit EMD on or before the last date of submission of bids (RFP Due Date) shall lead to non -consideration of bid and its automatic rejection.

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1.7.2 It is also mandatory to deposit the Demand Draft of the EMD before the last date and time of submission of Bids in the NDMCSCL at the address given below:

**GM(F/A),
6TH FLOOR ,
New Delhi Municipal NDMCSCL
Palika Kendra, New Delhi – 110001
Phone: 011-41513827
E-mail: director.accounts@ndmc.gov.in**

1.6.3 The EMD is refundable not later than 60 (sixty) days from the last date of bid submission, except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security/ Guarantee. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the last date of Bid Submission, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the EMD. Should the bidder fail to comply with the said stipulation, the EMD amount shall be forfeited at NDMCSCL's sole discretion.

1.6.4 The EMD (bid security) of the unsuccessful bidders shall be returned to them after issue of LOA to the successful bidder without any interest. NDMCSCL, will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon upon the EMD.

1.6.5 The EMD will be forfeited at the discretion of NDMCSCL on account of one or more of the following reasons:

- a. The Bidder withdraws its Proposal/bid during the period of proposal validity.
- b. Bidder does not respond to requests for clarification of its proposal.
- c. In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
- d. In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /PBG of the bidder/s will be forfeited.

1.7 PERFORMANCE SECURITY/GUARANTEE

1.7.1 The Performance Security/ Bank Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the NDMCSCL in the format appended to the RFP at ANNEXURE-IV.

1.7.2 The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (RFP/bid amount).

1.7.3 All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder.

1.7.4 The BG shall be valid for a period of 30 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. The BG shall be released subject to realization of liquidity damages if any.

1.7.5 The bidder will also be required to further extend the BG, in case the NDMCSCL extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract (The License Period).

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1.7.6 The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMCSCL reserves the rights to terminate the contract, and forfeit the BG.

1.8 VALIDITY OF THE BID

The Bid shall be valid for a period of 90 days from the date of opening of financial bid.

1.9 NDMCSCL reserves the right to reject the whole or any part of the offer made as per the Bid without assigning any reason.

1.10 RFP SCHEDULE

S. No.	Information related to Bid Process	Details
1	Publication of RFP/Bid Document	04/07/17
2	RFP Document Fee	NIL
3	Earnest Money Deposit (EMD)	Rs. 25,000/- (Rs. Twenty Five Thousand only)
4	Pre bid date and pre-bid meeting	10/07/2017 at 11.30 AM
5	Due Date/Last Date & time of Bid Submission.	20/07/2017 (Thursday) upto 03:00 PM
6	Bid validity period	90 days from RFP due date/last date of bid submission
7	Contact person and email id	Ms Anuradha Dutt E mail : ao.it@ndmc.gov.in
8	Opening of Technical Bid Due Date – date, time and venue	20/07/2017 (Thursday) at 04:30 pm in the office of GM(F/A), NDMCSCL 6th Floor, New Delhi Municipal NDMCSCL Smart City Limited Palika Kendra, New Delhi-110001 Phone: 011-41513827
9	Opening of Financial Bid	After evaluation of Technical Bids Date shall be intimated accordingly.
10	Letter of Award (LoA)	After finalizing the bid process Date shall be intimated accordingly
11	Signing of Agreement	In due course to be conveyed as per LOA.

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- 1.11** NDMCSCL will not be responsible for delay in online submission due to any reason. For this, bidders are to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 1.12** The NDMCSCL reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 1.13** No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the NDMCSCL and the successful bidder.
- 1.14** NDMCSCL disclaims any factual/or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein.
- 1.15** **BRIEF DESCRIPTION OF BIDDING PROCESS**
The NDMCSCL has adopted two stages bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the work. The Bidder **will be selected under Least Cost Selection (LCS)** method as described in this RFP.
- 1.16** Under this process, the Bid shall be invited under two stages- In stage one, eligibility along with submission of EMD (bid security) and technical capability of the bidder shall be first evaluated based on the details submitted with the Technical Bid with respect to eligibility criteria stipulated in this RFP. The Financial Bid under the second stage shall be opened of only of those shortlisted Bidders found technically qualified as per the prescribed eligibility criteria as per this RFP.
- 1.17** The sole criterion for selection of the work is **the lowest Financial/Price bid** of the technically shortlisted Bidder as per the prescribed Technical Parameters. In the event of more than one bidder quote the same financial price (Bid Price), NDMCSCL may call those bidders (limited to only such bidders) before the Technical Evaluation Committee (TEC)/GM (F/A) for negotiation/ resubmission of the financial Bid. In such a case, the firm that offers the lowest Bid Price will be the selected for the work.
- 1.18** The documents and any addendum issued subsequent to this RFP document will be deemed to form integral part of the Bidding Document.

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CHAPTER -II

DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

“Bid” shall mean the Financial Bid/Price Bid/Commercial bid submitted by the Bidding Company/Shortlisted Bidder along with all documents /credentials/ attachments, formats, etc., in response to this RFP Document/Bid Document, in accordance with the terms and conditions hereof;

“Bidder/Shortlisted bidder/ Bidding Company” Bidder means any firm offering the solution(s), service(s) and/ or materials required in the RFP call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom client NDMCSCL signs the contract for rendering of goods and services. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require. Further, Bidding Company shall refer to such single Company that has submitted the response in accordance with the provisions of this RFP Document;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“RFP Document/Bidding Document” shall mean the bidding document issued by NDMCSCL including all Formats & Annexures/ Forms etc. and also including all amendments / clarifications thereof;

“NDMCSCL” shall mean NEW DELHI MUNICIPAL NDMCSCL SMAR CITY LIMITED (a public limited company wholly owned by NDMC);

“Selected Bidder or Successful Bidder” shall mean the shortlisted Bidder whom Letter of Award is issued by NDMCSCL as per the term and conditions of Bid document;

“RFP due date/Last Date of Bid Submission” shall mean the last date and time for submission of Price Bid in response to this Bid as specified in RFP Schedule including all amendments/Clarifications thereto;

“Authorized Signatory” shall indicate the employee of the Bidding company who has been authorized through board resolution and/or Power of attorney (if required) to sign and submit the bid as per the bidding document and is fully authorized to take decisions including signing and submission of documents as and when any requirement is raised by NDMCSCL during execution of Contract.

“The Government” means the Government of India.

“The Deliverable” means all the all the material/services, which the Selected bidder/Service Provider is required to supply and provide to the NDMCSCL under the Contract;

“LoA” means Letter of Award;

“Day” means calendar day;

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“**Week**” means calendar week; “**Month**” means calendar month; “**Year**” shall mean the Calendar year.

Online Bid/Bid means formal offer made in pursuance of this RFP in electronic format.

Applicable Law means the Contract shall be interpreted in accordance with the laws of India.

Client means the NDMCSCL.

“**Commencement/Operational Date**” means the date **on** which the firm deploys the trained and experienced man-power which is **within 07 days** from the date of Execution/Signing of the Agreement, in accordance with the provisions of this Agreement, and such date shall be the date of Commencement of the Contract Period of the Agreement;

“**NDMCSCL Representative**” means such person or persons as may be authorized in writing by the NDMCSCL to act on its behalf under the Agreement and shall include any person or persons having NDMCSCL to exercise any rights or perform and fulfil any obligations of the NDMCSCL under the Agreement;

“**Contract Period**” means 02 years (24 months) period starting on and from the Commencement date.

“**Cure Period**” means the period specified in the Agreement/RFP for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

- a. Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice; and
- b. Not relieve any Party from liability to pay Damages or compensation under the provisions of the Agreement.

Service Provider means the firm with whom Contract has been entered for providing the solution under this contract as named in RFP/Technical specifications/scope of work.

Contract means the agreement entered into between the NDMCSCL and the Service Provider (Successful Bidder), as recorded in the Contract signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract/Bid Price means the price payable to the Service Provider under the Contract for the full and proper performance of all its contractual obligations.

Bidder’s Representative means the duly authorized representative of the SP, approved by the Client and responsible for the Service provider’s performance under the contract.

Financial Bid/Price Bid, or the Price Bid means the part of offer that provides price schedule.

Goods and Services mean the solution(s), service(s), materials or a combination of them in the context of the RFP and specifications.

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Performance Security means on receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.

Technically eligible and Technical Bid means that part of the offer that provides information to facilitate assessment, by NDMCSCL, professional, technical and financial standing of the bidder, conformity to specifications etc.

Project Plan/Work Plan means the document to be developed by the Bidder and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the Bidder's bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each and every instance.

Specification means the functional and technical specifications or statement of work, as the case may be.

RFP Call or Invitation for Bids means the detailed notification seeking end to end solution.

Two Stage Bid/Two Bid System means the EMD Proof along with Technical Bids and the Financial Bid are submitted separately online only and their evaluation is sequential.

“GOI” or “Government” means the Government of India;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator encouraged in the same type of undertaking as envisaged under this agreement and which would be expected to result in the performance of its obligations by the Project Developer cum Licensee in accordance with the Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Rs. or “Rupees” means the lawful currency of the Republic of India;

“Scope of the Project” shall have the meaning set forth in RFP document.

“Service Levels” shall have the meaning as set forth in RFP document.

“State” means the State of Delhi and **“State Government”** means the government of that State of Delhi;

“Taxes” means any Indian taxes including excise duties, custom duties, **GST**, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

“Termination” means the expiry or termination of this Agreement and the Contract hereunder;

“Termination Notice” means the written communication issued in accordance with this Agreement by one Party to the other Party terminating the Agreement;

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CHAPTER-III

Request for Proposal for Selection of Company Secretary (CS) Firms to provide Secretarial Consultant services for compliance of various provisions of the Companies Act.

3.1 ABOUT NDMCSCL

New Delhi Municipal Council Smart City Ltd. – an introduction

Government of India (GOI), Ministry of Urban Development (MoUD) launched Smart City Mission to develop 100 cities throughout the country as Smart Cities and the New Delhi Municipal Council (NDMC) had been selected as one of the 20 Lighthouse Smart Cities by the MoUD. Accordingly, a Special Purpose Vehicle (SPV) needs to be established by the selected Smart Cities under the Company's Act 2013, for implementation of Smart City Mission. The SPV will plan, apprise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City Devp. Projects for the area under 'NDMC' in accordance with Smart City Mission of the GoI and State Govt.

NDMC established an SPV (a public limited company wholly owned by NDMC) under the provisions of section 12(z) of the NDMC Act 1994, named as "NDMC Smart City Ltd." The Co. is registered with Registrar of Companies, M/O Corporate Affairs under the provisions of the Company Act 2013.

The total estimated financial implication of the SPV is around 500 Crore, out of which implication of matching amount equal to the amount to be received from MoUD, GoI The company has been incorporated with the authorised Capital Rs. Five Hundred Crore consisting of Fifty Crore equity shares of Rs. 10/-. More on NDMC SCL can be seen from the NDMC website www.ndmc.gov.in.

The New Delhi Municipal Council Smart City Ltd. (NDMC SCL)

Project Objective

In order to enhance the operational efficiency and assisting NDMCSCL, it intends to select Company Secretary (CS) Firm for providing secretarial services to NDMCSCL for a period of 2(Two) years extendable on year to year basis at the sole discretion of NDMCSCL subject to satisfactory performance by the Firm.

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CHAPTER-IV

SCOPE OF WORK AND TERMS OF REFERENCE

Scope of Services

An indicative list of services which would be expected to be offered by the selected Firm for providing services of Company Secretary (CS) for compliance of various provisions of Companies Act are as follows:

- i. To ensure compliance of the provisions of Companies Law and rules made there-under and other statutes and bye-laws of the company.
- ii. To prepare the agenda in consultation with the NDMCSCL and the other documents, compliances for all the meetings and general meetings.
- iii. To attend review meetings of NDMCSCL and all Board/ Committee/ general meetings as well.
- iv. To file various documents/returns as required under the provisions of the Companies Law.
- v. To maintain proper books and registers of the company as required under the provisions of the Companies Law.
- vi. To convene/arrange the meetings of directors/ shareholders, on their advice.
- vii. To issues notice and agenda of the meetings/ general meetings to the concerned/ shareholders.
- viii. To be responsible for all legal matters concerning the Company.
- ix. To provide necessary support service to statutory auditors, government auditors including CAG auditors and investigator, as appointed by any government authority.
- x. Any other work required to be performed by the Firm for compliance of various provisions of the Companies Act by the NDMCSCL
- xi. One personnel, well conversant with the working of Company, be posted on full time basis to assist in the day-to-day working of the NDMC SCL.

4.1 CONTRACT PERIOD

The Contract to the Company Secretary (CS) Firms to provide secretarial consultant services for compliances of various provisions of the Companies Act. The contract shall be awarded for a period of Two (02) years, which may be extended depending on the performance of the successful bidder and requirement of NDMCSCL at the sole discretion of NDMCSCL. However, if the performance of the CS firm is not found to be satisfactory by NDMCSCL, the contract may be terminated earlier by giving termination notice to the firm. The firm shall provide all services specified in Technical Specifications/scope of work and in the bid in accordance with the highest standards of professional competence and integrity. NDMCSCL reserves the right to require the replacement of any staff assigned to work on the site by suitable qualified staff, in the

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event that the staff concerned is determined to be incompetent or loses the confidence of NDMCSCL.

INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA

5.1 ONLINE PROPOSAL/BID SUBMISSION

The bidder is responsible for registration of the e-procurement portal of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

5.1.1 The mode of RFP is online and shall be two bid/stage system

Technical bid

Financial Bid

The bidder has to technically qualify in terms of the basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. The bidders who technically qualify will only be eligible for financial bid opening. The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.

5.1.2 The Bidder shall submit the proposals online as described below:

Pre-qualification and Technical Bid/ Proposal–Scanned copy in PDF file format, signed on each page &, with file name clearly mentioning: “PQ and Tech bid for Selection of CS firm.

5.1.3 Financial Proposal/Price bid–submit online only

The Bidder shall submit its Technical and Financial bids in the form and manner specified in this RFP document online.

5.1.4 Upon selection, the successful bidder shall be required to enter into an agreement with NDMCSCL in the format specified in this RFP document. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

5.1.5 Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.

5.1.6 The Bidder is allowed to submit only one proposal against this RFP. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the RFP. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

5.1.7 Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by NDMCSCL through the Selection Process specified in this RFP document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NDMCSCL’s decisions are without any right of appeal whatsoever.

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5.2 ELIGIBILITY CONDITIONS FOR FIRMS

Firms fulfilling the following eligibility criteria as listed below should apply. Any form of Joint Venture/ Consortium of Firms will not be allowed for participation in the selection process. The eligibility criteria are as follows:

- i. The Firm should be having experience in providing Company Secretary (CS) Services for compliance of various provisions of the Companies Act.
- ii. The Firm should be Proprietorship Firm, Partnership Firm or Limited Liability Partnership Firm/Company Company. (Copy of registration certificate issued by appropriate statutory authority to be provided).
- iii. The Firm should be in Practice for a period of 10 Years or more in providing services of Company Secretary (CS) for compliance of various provisions of the Companies Act.
- iv. The Firm should have experience of providing similar services to at least 3 (Three) Govt. authority/Govt. body/Central PSU/State PSU/Govt. institution in last 5 years. (Work order or completion certificate to be provided).
- v. Have average professional receipts of Rs. 50.00 (Fifty) Lakhs or above in the last 3 financial years 2014-2015, 2015-2016, 2016-2017 (financial statements signed by the Chartered Accountant and ITRs to be submitted).
- vi. Have Head/Branch Office at Delhi/New Delhi. (Proof of Branches must be produced.)
- vii. Have a valid Service Tax Registration
- viii. Should have never been issued notice for failure to submit deliverables and cancellation of work order/ forfeiture of EMD etc by any Government/ semi Government/Autonomous entities. (A self-declaration to be submitted on the letter head of the firm)
- ix. Should not have been barred from appointment by any government and/or semi government entities. (A self-declaration to be submitted on the letter head of the firm).

Note: To confirm that the Bidder fulfils the prescribed eligibility criteria on technical parameters the scanned documents in support of above are to be up-loaded with the technical bids.

5.3 Pre- Bid Meeting

Applicants requiring any clarification with regard to the RFP may send their queries to NDMCSCL in writing before 1 day prior to pre-bid meeting through mail or through e.mail ao.it@ndmc.gov.in.

A pre-bid meeting shall be held on 10/7/17 at 11.30 A.M. to clarify the queries that the applicants may have. The venue of pre-bid meeting will be:

Council Room, 3rd Floor, Palika Kendra,
New Delhi-110001.

The minutes of pre-bid meeting incorporating the clarifications will be uploaded on the ndmc website www.ndmc.gov.in and shall form the part of RFP.

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5.4 ACKNOWLEDGEMENT BY THE BIDDER

It shall be deemed that by submitting the RFP, the Bidder has-

- i. Made a complete and careful examination of the RFP Document
- ii. Received all relevant information requested from NDMCSCL
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the document or furnished by or on behalf of NDMCSCL or relating to any of the matters.
- iv. Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

5.5 RIGHT TO REJECT ANY RFP

- i. Notwithstanding anything contained in this RFP document, NDMCSCL reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without prejudice to the generality of the clause, NDMCSCL reserves the right to reject any RFP if- at any time, a material misrepresentation is made or discovered, or the bidder does not provide within the time specified by NDMCSCL, the supplementary information sought by NDMCSCL for evaluation of the RFP.
- ii. Misrepresentation/ improper response by the Bidder may lead to the disqualification.

5.6 CLARIFICATIONS TO QUERIES

Bidders requiring any clarification on the RFP may send their queries to NDMCSCL in writing through e-mail so as to reach before the pre-bid meeting date mentioned in the Schedule of RFP Process.

- a. NDMCSCL shall endeavor to respond to the queries within the period specified therein. NDMCSCL will post the reply to all such queries on e-tender portal website and NDMC website www.ndmc.gov.in .
- b. NDMCSCL reserves the right not to respond to any query or provide any clarifications, in its sole discretion, and nothing in this clause

5.7 AMENDMENT TO RFP DOCUMENT

At any time prior to the deadline for submission of RFP, NDMCSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of Addendum/Amendment and posting it on the NDMC website www.ndmc.gov.in and e.procurement site of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> give the Bidders a reasonable time for taking an amendment into account, or for any other reason, NDMCSCL may, in its sole discretion, extend the last date of bid submission.

5.8 NON -TRANSFERABLE BID

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

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5.9 DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original RFP documents. If the bidder has any observations, the same may be intimated before the pre-bid meet. Bidders are advised not to make any corrections, additions or alterations in the original RFP documents. If this condition is not complied with, RFP is liable to be rejected.

5.10 LAST DATE OF SUBMISSION OF BID

The bid should be up-loaded on e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> not later than the date and time mentioned in the RFP Schedule. Bid received later than the deadline prescribed for submission of RFP by NDMCSCL will be rejected.

5.11 WITHDRAWAL OF BID

No Bid can be withdrawn after submission and during bid validity period. Submission of a bid by a bidder implies that he had read the entire RFP document including amendments if any, visited the site and has made himself aware of the scope of Work to be executed and other factors having any bearing on the execution of the Work.

5.12 CLARIFICATION OF THE BID

To assist the examination, evaluation and comparison of the Bids, NDMCSCL may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the RFP shall be sought or permitted. The above clarification for submission of the details shall form part of the RFP and shall be binding on the bidder.

5.13 CANVASSING

No bidder is permitted to canvass to NDMCSCL on any matter relating to this RFP. Any bidder found doing so may be disqualified and his bid may be rejected.

5.14 PROCESS OF SUBMISSION OF BID DOCUMENTS

- i. Bidders shall submit the technical RFP online at <https://govtprocurement.delhi.gov.in> on or before RFP due date/last date of bid submission. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.
- ii. The Technical bid shall not include any financial information relating to the Financial Offer. In case financial bid is up-loaded on the e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> with technical bid documents it shall be summarily rejected.
- iii. The Bidder shall provide all the information sought under this RFP document, NDMCSCL would evaluate only those RFPs that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The RFPs shall be submitted online only.
- iv. The format/documents /figures shall be typed or written in indelible ink and signed by the authorized signatory of the bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the RFP shall be initialled by the person(s) signing the RFP. The RFPs must be signed by the authorized signatory (the "Authorized Signatory").
- v. Bidders should note the RFP due date (last date of submission of the bid), as

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specified in the RFP schedule, for submission of RFPs. Except as specifically provided in this RFP, no supplementary material will be entertained by NDMCSCL, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of RFP due date. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.15 While submitting the bid, it may be noted that:

- i. In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- ii. Ambiguous bids will be out rightly rejected.
- iii. NDMCSCL will NOT be responsible for any delay on the part of the vendor in submission of the RFP bids.
- iv. The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- v. Conditional RFPs shall NOT be accepted on any ground and shall be rejected straightway.
- vi. When deemed necessary, NDMCSCL may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the RFP submitted or price quoted. This would also not mean that their quote has been accepted.
- vii. No enquiry shall be made by the bidder during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of NDMCSCL can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

5.16 BID EVALUATION PROCES

NDMCSCL shall open the Technical bid on the due date as specified in RFP Schedule in the presence of the Bidders who choose to attend. The Technical bid shall be opened first.

After the technical bids evaluation, NDMCSCL shall open the financial bid only of technical qualified bidders.

5.17 BID EVALUATION COMMITTEE

The bid evaluation committee constituted by NDMCSCL shall evaluate the bids. This may involve the representations from field and/or other department's experts. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final.

5.18 PRE-QUALIFICATION EVALUATION

Pre - qualification bid documentation shall be evaluated as under:

- a. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and the same are found to be in order.

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- b. The documentation furnished by the bidder will be examined prima facie to see if the firm's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.
- c. NDMCSCL may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.
- d. TEST OF RESPONSIVENESS: The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over etc. as given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.
- e. NDMCSCL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the NDMCSCL. In case of RFPs containing any conditions or deviations or reservations about contents of RFP document, NDMCSCL may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the RFP shall be treated as non-responsive. NDMCSCL decision regarding responsiveness or non- responsiveness of a RFP shall be final and binding.
- f. NDMCSCL reserves the right to verify all statements, information and documents, submitted by NDMCSCL in response to the RFP. The lack of such verification by NDMCSCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NDMCSCL there under.
- g. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet issued LOA and if the selected bidder has already been issued the LOA or has entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NDMCSCL without NDMCSCL being liable in any manner whatsoever to the Selected Bidder.

5.19 FINANCIAL/PRICE BID EVALUTION

- i. The Financial Bid shall be submitted online and digitally signed in the formats at **ANNEXURE I** (the "**Financial PROPOSAL/FINANCIAL BID/PRICE BID**") clearly indicating the total cost of the Work-, in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial Bid, the lower of the two shall prevail. Financial Bid comprising of the Price Bid to be uploaded on e-Procurement Portal of Govt. of GNCT Delhi in the prescribed format.
- ii. The financial bid of the only technically eligible and qualified firm /

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bidder shall be opened. The bidders who technically qualifies will only be eligible for financial bid opening. **The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.**

- iii. All charges including administrative cost, monthly salaries/ wages and benefits to the staff, AMC and taxes, if any (Service Tax excluded in the price bid) to be included in the price bid. No other charges will be payable to the L-1 bidder other than the mentioned in the price bid.
- iv. While submitting the Financial RFP, the Bidder shall ensure the following:
 - a. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial RFP, it shall be considered non-responsive and liable to be rejected.
 - b. All applicable taxes/levies shall be included in the financial bid and calculated as per applicable laws. Service Tax/GST will be reimbursed to the Service Provider as per the actual on furnishing of satisfactory evidence thereof. All payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. It is the responsibility of the bidder to clearly identify all costs associated with any services as per the RFP Document and submit the total cost in the Financial Bid.
 - c. That the “Contractor/Service Provider” shall account for the Minimum Wages, fringe benefits and administrative Charges/ professional charges as well as the maintenance charges as per the rate quoted in the price bid.
 - d. Prices quoted will be firm for the period of two Year.

5.20 CONTRACT FINALIZATION AND AWARD CRITERIA

- i. NDMCSCL notify the selected bidder, through a Letter of Award (LoA), that its bid has been accepted. The letter of award will be accompanied by the proforma for contract, incorporating all agreements between the parties.
- ii. Within 07 (seven) days of issue (LoA) of the Letter of Award, the successful Bidder shall sign the contract and the selected bidder will deploy the man-power/call agents and supervision/system administrator within 07 (seven) days of signing the agreement, failing which the LoA/Work order will be liable for cancellation.

5.21 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising NDMCSCL in relation to matters arising out of, or concerning the Selection Process. NDMCSCL shall treat all information, submitted as part of the RFP, in confidence and shall require all those who have access to such material to treat the same in

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confidence. NDMCSCL 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 to enforce or assert any right or privilege of the statutory entity and/or NDMCSCL or as may be required by law or in connection with any legal process.

5.22 VALIDITY OF THE RESPONSE TO RFP DOCUMENT

The Bidder shall submit the response to RFP Document which shall remain valid up to 90 days from the last date of submission of response to Bid Document. NDMCSCL reserves the right to reject any response to RFP Document which does not meet the mentioned validity requirement. NDMCSCL may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

5.23 RIGHT OF NDMCSCL TO REJECT A BID

NDMCSCL reserves the right to reject any or all of the responses to RFP Document or cancel the RFP Document without assigning any reasons whatsoever and without any liability.

5.24 The bidder should upload the copies of documents/information, annexures duly indexed and numbered for easy reference.

5.25 All annexures duly filled in from I to VII to be uploaded with the technical bid. (Price bid to be uploaded separately and not with technical bid document)

CHAPTER-VI

GENERAL TERMS AND CONDITION OF THE AGREEMENT

6.1 AWARD OF WORK AND EXECUTION OF AGREEMENT

After selection of the bidder, a Letter of Award (the "LOA") for appointment of Service Provider to provide secretarial consultant services to NDMCSCL for a period of three (02) years shall be issued, in duplicate, by NDMCSCL to the Selected Bidder and the Selected Bidder, within 07 (seven) days of the receipt of the LOA, shall execute an Agreement as prescribed in this RFP after furnishing the Performance Guarantee/Security Deposit in the form of Bank Guarantee, on a non-judicial stamp paper of Rs. 50/- as per the prescribed format provided by NDMCSCL. Failure to execute the contract is liable to result in withdrawal of Letter of Award.

6.2 DEPLOYMENT OF MAN-POWER

The selected firm would be solely responsible for deploying sufficient personnel for smooth execution of the Assignment in time bound manner. The manpower deployment at the designated location of the NDMCSCL would be the sole responsibility of the selected firm.

The designated Company Secretary and Supporting Staff would require to report and station at office of the NDMCSCL, as and when required, for completion of the Assignment. However, the selected firm would be solely accountable for correctness of their deliverables and timely completion of the assignment.

It is further stated that one personnel, well conversant with the working of CS, be posted on full time basis to assist in the day-to-day working of the NDMC SCL.

6.3 EXTENSION OF COMPLETION PERIOD

In case the deployment of manpower mentioned in the RFP document mentioned is not successfully deployed within seven (07) days of the execution of the agreement, then an extension of 15 days may be granted subject to recovery of liquidated damage @ 0.5% per week. The failure on part of bidder to deploy successfully the man-power described in the RFP even after the expiry of the 15 days extension, shall lead to cancellation of the work order, contract agreement and forfeiture of performance security.

6.4 LIQUIDATED DAMAGES

If the Service Provider fails to deliver any or all the services or perform the services within the time period specified in the contract or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, the NDMCSCL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the delayed deployment of man-power or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual

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deployment of man-power, up to a maximum deduction of 10% (Ten percent) of the total contract price.

6.5 USE OF CONTRACT DOCUMENT AND INFORMATION

The Bidder/Service Provider shall not, without the NDMCSCL prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the NDMCSCL in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract.

6.6 AMENDMENTS

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

6.7 PAYMENT TERMS

The payment structure is on Monthly basis & fees shall be paid upon the invoice raised by the selected firm. The Firms are required to quote the monthly fee for professional service. The rates quoted will be inclusive of travelling expenses, communication expenses and all other out of pocket expenditure relating to the said assignments. However, the service tax/GST shall be reimbursed to the Service Provider at the applicable rate on furnishing of satisfactory evidence of deposit thereof.

6.8 PERFORMANCE SECURITY DEPOSIT

Performance Security/ Performance Bank Guarantee (PBG) towards Security:

The Performance Security/Guarantee will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the NDMCSCL in the format appended to the RFP at **ANNEXURE-III**

- i. The Performance Security/Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (Bid amount) and shall be released after Six (06) months of successful completion of the project subject to realization of liquidity damages if any by the NDMCSCL.
- ii. All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder. The BG shall be valid for a period of 30 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. Also, the same shall be extended to the extent that it remains valid for at least 3 months after the expiry of the contract.
- iii. The bidder will also be required to further extend the BG, in case the NDMCSCL extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
- iv. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMCSCL reserves the rights to terminate the contract, and forfeit the BG.

6.9 APPLICABLE LAW

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This Contract shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have exclusive jurisdiction of dispute, if any, arising of the present contract.

6.10 TERMINATION FOR DEFAULT

The NDMCSCL reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the NDMCSCL on the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The bidder goes into liquidation voluntarily or otherwise
- iii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- v. If the service provider/firm, in either of the above circumstances, does not remedy his failure within a period of 15 days-**Cure Period** (or such longer period as the NDMCSCL may authorize in writing) from the date of issue of default notice from the NDMCSCL.
- vi. If the Bidder, in the judgment of the tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- vii. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract –even after grant of extension, the NDMCSCL reserves the right to get the balance contract executed by another party of its choice by giving one month’s notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the NDMCSCL may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- viii. NDMCSCL reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

6.11 CONSEQUENCES OF TERMINATION

In Circumstances mentioned above the tendering Authority may forfeit the Performance Security/Performance Guarantee.

6.12 NOTICES ON DEFAULT

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party’s last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

6.13 TERMINATION FOR INSOLVENCY

NDMCSCL may at any time terminate the Contract by giving written notice to the Bidder/firm/service provider, if the Bidder becomes bankrupt or otherwise insolvent as declared by the competent court. In this event, termination will be without

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compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NDMCSCL.

6.14 FORCE MAJEURE

- 6.14.1 Notwithstanding the provisions of RFP, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.14.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by NDMCSCL and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 6.14.3 In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligation force majeure period. In the event that such force majeure extends beyond six months, NDMCSCL has the right to terminate the contract in which case, the PBG shall be refunded to him.
- 6.14.4 If a force majeure situation arises, the Successful Bidder shall notify NDMCSCL in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify NDMCSCL not later than 3 days of cessation of force majeure conditions. After examining the cases, NDMCSCL shall decide and grant suitable additional time for the completion of the Work, if required s during the force majeure period. In the event that such force majeure extends beyond six months, NDMCSCL has the right to terminate the contract in which case, the PBG shall be refunded to him.
- 6.14.5 If a force majeure situation arises, the Successful Bidder shall notify NDMCSCL in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify NDMCSCL not later than 3 days of cessation of force majeure conditions. After examining the cases, NDMCSCL shall decide and grant suitable additional time for the completion of the Work, if required.

6.15 DISPUTE RESOLUTION AND ARBITRATION

- 6.15.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CEO, NDMCSCL or his/her nominee whose decision shall be final and binding on both the parties to this contract.
- 6.15.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- 6.15.3 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Architectural Consultant shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

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6.16 JURISDICTION OF COURT

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties. Successful Bidder's Obligations

6.17 SUCCESSFUL BIDDER LIABILITY

Successful Bidder hereby accepts full responsibility and indemnifies NDMCSCL and shall hold NDMCSCL harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify NDMCSCL and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

6.18 INDEMNITY AND INSURANCE

The bidder shall indemnify and make harmless the owner or the Officers, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

6.19 RESPONSIBILITY & LIABILITY FOR THE MAINTENANCE AND OPERATIONS

The service provider/firm shall assume full responsibility and liability for the deployment of CS firms and facilities and shall indemnify and hold NDMCSCL harmless from all liability and expense on account of any and all damages, claims. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free NDMCSCL from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold NDMCSCL responsible or obligated.

6.20 CONFIDENTIALITY OF NDMCSCL DATA

The Successful Bidder will treat as confidential all data and information about NDMCSCL, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NDMCSCL.

6.21 GOVERNING LANGUAGE

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6.22 LIMITATION OF LIABILITY

The aggregate liability of the Successful Bidder to NDMCSCL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value provided, however, that this limitation shall not apply to any liability for damages

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arising from: Willful misconduct, or Indemnification against third party claims; or Gross Negligence.

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

6.23 TAXES AND DUTIES

All Taxes/Service Tax/levies excluding as applicable.

6.24 SEVERABILITY

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

6.25 COUNTERPARTS

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

6.26 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES

This contract is not intended & shall not be construed to confer on any person other than NDMCSCL & Successful Bidder hereto, any rights and / or remedies herein.

6.27 COMPLIANCE WITH LABOUR LAWS

The Concessionaire shall abide by and comply with all the applicable labour laws and statutory requirements, including ESI, Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc. That the Contractor/Service Provider/Firm shall pay wages (not less than the minimum wages) to its employees **through ECS** within the time stipulated under the provisions of Minimum Wages Act, Govt. of NCT of Delhi.

6.28 INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in RFP Document or the Contract Document, the RFP Authority's interpretation of the clauses shall be final and binding on all parties.

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ANNEXURE-I

FINANCIAL/PRICE BID SCHEDULE

Financial/Price Bid Format to be submitted online separately through e. procurement portal of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in>

Item (1)	Qty. (2)	(Unit in months) (3)	Unit Rate (X) (in Rs.) (4) for each month	Total Amount (in Rs.) (5) = Column (2) Multiplied by Column (3) Multiplied by Column (4)
Per month rate for Selection of Company Secretary (CS) Firm for providing secretarial consultant services to NDMCSCL.	24	month		
Total Amount (All Taxes/levies included).				
Service Tax/GST will be reimbursed to the Service Provider as per the actual.				

Authorized Signature

Name and Designation of Signatory:

Name of Firm: _____

Address: _____

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ANNEXURE-II

CONTRACT AGREEMENT

This Agreement is made on this between M/s **Firm name.....** having its registered office at **Address of the Firm** through its **Designated Officer with name.....**, (hereinafter called the Service Provider which expression shall mean and include its successor, assignees and nominees) of the one part and New Delhi Municipal Council Smart City Ltd. (NDMCSCCL), Palika Kendra, Sansad Marg, New Delhi through its GM (F/A) Shri(hereinafter called the NDMCSCL) of the other part.

Whereas the NDMCSCL under consideration of the offer made for made pursuant to the NIT No..... agreed to allow the Service Provider to provide the services of Company Secretary Firm vide Letter of Award No. **with date.....** as per the terms and condition of the bid document.

Whereas each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purposes of identification and shall be treated as part of this agreement. Now it is hereby agreed by and between the parties as follows:

1. The Service Provider Firm (The successful bidder who has been issued the letter of Award (LoA dated.....) shall upon and conditions shown in the NIT and the Letter of Award and other correspondence exchanged between the parties, annexed here to and which form part of this agreement, execute and complete the work so shown and described in the above said documents including the RFP document.
2. The Service Provider Firm shall deposit Performance Security/ Guarantee as Cash Security/Bank Guarantee equal to 10% of the value of the contracted amount. The earnest money deposited shall be adjusted towards Performance Security/ Guarantee money.
3. That the goods/services to be provided by the Service Provider shall be confirming with the quality and specifications given in the Letter of Award and sample shown to, shall be delivered to the officer In-charge, General Manager (F/A), NDMCSCL, New Delhi free of charge.
4. That the /services goods shall be delivered strictly within the period specified in the Letter of Award/RFP and the time is the essence of the contract. If the supplier fails to deliver the services or any instalment thereof within the period fixed for such deliveries, the NDMCSCL shall have the right to arrange the supply/services from elsewhere in the risk and cost of the supplier. However, in cases of genuine difficulty, extension of time may be allowed by the NDMCSCL shall recover from the Supplier as liquidated damages and not by way of penalty, a sum equivalent to half percent (0.5%) of the price bid for the services which the supplier fails to deliver within the specified **Delivery Period/execution (as per work order)/RFP T&C.....** of the expiry of the prescribed delivery period of the undelivered goods/services for every 07 seven days or

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part thereof. The liquidated damages in any case will not exceed 10% of the contract price or undelivered portion of supply.

5. That in case the goods/service ordered do not conform with the quality and specifications given in the work/supply order and not delivered within the stipulated period, GM (F/A), NDMCSCL shall have the right to reject all or any part of the goods/services so offered and whose decision in this respect shall be final and binding.
6. That in case the Service Provider/Successful Bidder is not willing to execute the order or breaches any terms and conditions of the contract/agreement, NDMCSCL may not only forfeit part or whole of security deposited, but shall have the option to purchase or procure services from another Source/Service Provider and recover the difference in the price actually paid and that payable to the Service Provider firm. That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitration of the Chairperson, NDMCSCL or any officer appointed by him or her in this behalf, whose decision shall be final and binding on the parties.
7. The Terms and conditions of the Bid/RFP documents have been agreed upon by both the parties and signed and added to this agreement.

In witness whereof the parties have hereinto set and subscribed the hands and seals on the date, month and year first above written.

For and on behalf of Firm

For and on behalf of NDMCSCL

Signature and Capacity with Seal

Witness:

Witness:

For and on behalf of Firm

For and on behalf of NDMCSCL

1.

1.

2.

2.

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ANNEXURE-III

BANK GUARANTEE FORMAT
(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the New Delhi Municipal Council Smart City Ltd., Palika Kendra, Parliament Street, New Delhi – 110001, (hereinafter called 'the NDMCSCL') having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor/(s)/Service Provider' from the demand, under the terms and conditions of Letter of Award No. _____ Dated _____ made between NDMCSCL and **M/s Firm name** _____ for the **Name of work** _____ (hereinafter called 'the said Agreement') of Performance Security/ Guarantee for the due fulfillment by the said Contractor/Service Provider of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s)/Service Provider do hereby undertake to pay to the NDMCSCL an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by NDMCSCL.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the NDMCSCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s)/Service Provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the NDMCSCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) /Service Provider in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) /Service Provider shall have no claim against us for making such payment.
4. We, Bank name with address, 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 all the dues of the NDMCSCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the NDMCSCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) /Service Provider and accordingly discharges this guarantee, or till 66 months from the date of execution of agreement whichever is earlier.

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5. We, Bank name with address, further agree with the NDMCSCL that the NDMCSCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) /Service Provider from time to time or to postpone for any time or from time to time ant of the powers exercisable by the NDMCSCL against the said Contractor(s)/Service Provider and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Service Provider or for any forbearance, act or omission on the part of the NDMCSCL or any indulgence be the NDMCSCL to the said Contractor(s)/Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/Service Provider.
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the NDMCSCL in writing.
8. This Guarantee shall be valid up to _____unless extended on demand to be made by the NDMCSCL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us with in six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
9. The BG shall be extended in case the NDMCSCL extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMCSCL reserves the rights to terminate the contract, and forfeit the BG.

Dated the _____ day of _____ 20_____

For _____

(Indicate name of Bank)

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ANNEXURE-IV

Bidder's Experience of Relevant Projects

1.	Projects Name	
2.	Client Name and Address with Contact Details	
3.	Location	
4.	Start Date	
5.	End Date	
6.	Description of Actual Services Provided by your staff	
7.	Present Status of the Project	

N.B: Work order and/or approval copy/ completion certificate shall be attached.

(Signature of Authorised Person with Seal)
Date:

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Annexure-V

Curriculum Vitae of Proposed Team Members (Key Personnel)

Resumes of all the staff proposed to be deployed at NDMCSCL shall be attached along with the technical bid as per the format below. The bidder may submit résumés of persons and the position on which a person will be deployed to at NDMC shall be clearly mentioned on the right hand top corner of the first page of that person's resume. Each resume must be submitted with the necessary qualification & experience certificates. The details provided should help in ascertaining the eligibility of the candidate vis-à-vis the qualification and experience requirement for that post. Resumes must be recently signed and dated, in blue ink by the respective personnel. Photocopy or unsigned Resumes shall be rejected. The attested photocopy of relevant documents (educational, experience) to be submitted as proof along with Resumes.

Sr. No.	Item	Curriculum Vitae of Proposed Team Member			
1	Name				
2	Specify role to be played in the project				
3	Name of Organization				
4	Number of years with the Current Organization				
5	Language Fluency				
	Language	Speak Read	Write	Understand	
5.1	English				
5.2	Any Other Language				
5.3	Hindi				
6	Total Experience (in Years)				
7	Experience in months (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)				

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Name of Organization	From	To	Designation/ Responsibilities
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7.1

7.2...

8 Summarized professional experience (Relevant to the Current Project) in reverse chronological order

From	to	Company/Project/Position
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10 Candidate's Attestation for the Resume:

I am available for full time assignment for the duration and location specified in this RFP at New Delhi.

Signature (in blue ink)

Date (DD/MM/YY)

11 Bidder's Attestation for the Resume:

[All resumes shall be individually attested by the bidder]

Place

Signature of Authorized Person

Date

Designation

Company/Firm Stamp

Name

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Annexure-VI

Turnover

Annual Turnover of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

S.No.	Year	Turnover in INR Lakhs
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Turnover	INR _____ Lakhs

In case of F.Y. 2016-17, if audited accounts are not available, a certificate issued by

Chartered Accountant shall be enclosed, incorporating the provisional figures of Turnover.

(Signature of Authorised Person with Seal)
(with

No.)
Date:

Signature of Chartered Accountant

Member ship

Date:

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