GOVERNMENT OF NATIONAL CAPITAL
TERRITORY OF DELHI

TRANSPORT DEPARTMENT

International Competitive Bidding

CONSULTANCY SERVICES FOR IMPLEMENTATION
OF
AUTOMATIC FARE COLLECTION SYSTEM
IN DELHI

REQUEST FOR PROPOSAL

January 2009

Issued by

(A Joint Venture of Government of Delhi & IDFC Ltd.)
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Kashmere Gate, Delhi – 110006
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GOVERNMENT OF NATIONAL CAPITAL TERRITORY CAPITAL OF DELHI
TRANSPORT DEPARTMENT
5/9, UNDER HILL ROAD, DELHI - 110 054.

Request for Proposal (RFP)
For Consultancy Services for
Automatic Fare Collection Systems in Delhi

INTERNATIONAL COMPETITIVE BIDDING

Request for Proposal (RFP) Document

Transport Department, GNCTD proposes to implement Automatic Fare Collection System in all public buses running in the city. DIMTS has been nominated by Transport Department, GNCTD for assistance of the implementation of the AFCS Project, GNCTD hereby intends to appoint suitable agencies (the "Consultant/s") for "consultancy services for Implementation of Automatic Fare Collection System in Delhi" and carrying out other associated services. The Project envisages use of Contactless Smart Cards for payment of fare in different transportation modes including DTC buses, private buses and other future transportation systems including Metro Rail, Light Rail Transit, Monorail & value added services like parking, taxis, auto-rickshaws, etc. The proposed AFCS is also planned to be integrated with DMRC's existing fare collection system.

Eligibility Criteria

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

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

1. Should have successfully completed consultancy assignment of at least three contactless smart card based automatic fare collection Projects in public transport, These assignments should have been completed after 31st March 1998.
2. At least one of the above mentioned projects should be smart card based multimodal and multi-application public transport system.
3. Should have an average annual turnover of INR 500 million (US$ 12.5 million) for the preceding three financial years.

For further information contact:

Mr. Ajay Chagti
Jt. Commissioner, Transport Department
5/9 Under Hill Road, Delhi-110054
Phone: 23930740, Mobile: 9871622144
OR
Vice President (Corporate Strategy)
Delhi Integrated Multi-modal Transit System Limited,
1st Floor, Maharana Pratap, ISBT Building, Kashmere Gate, Delhi-110006
Mobile: +91 9971661112
Phone: +91 11 43090100,
Fax: +91 11 23860966
Email: utpal.deka@dimts.in

POLIO RAVIVAR - 1ST FEBRUARY, 2009
DISCLAIMER

The information contained in this Request for Proposal Document ("RFP Document") or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Government of National Capital Territory of Delhi ("GNCTD"), Delhi Integrated Multi-Modal Transit System Limited ("DIMTS") or any of their representatives, employees or advisors (collectively referred to as "Government Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. The Government Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
TRANSPORT DEPARTMENT
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI

Consultancy Services for Implementation of
AUTOMATIC FARE COLLECTION SYSTEM IN DELHI

Request for Proposal

Issued to:

____________________________________  

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Issued on: ____________________________

Received Bankers Cheque / Pay Order / DD No- ________ Dated- ______ for Rs. 10,000/- or USD 250/-

Drawn on- _______ Bank __________________________
SCHEDULE OF BIDDING PROCESS

Transport Department, GNCTD shall endeavour to adhere to the following schedule.

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<th>S. No.</th>
<th>Activity</th>
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<tr>
<td>1</td>
<td>Sale of Request for Proposal (RFP) Document</td>
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<td>2</td>
<td>Pre Bid Meeting</td>
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<td>3</td>
<td>Last date and cut-off time for receipt of Technical &amp; Financial Bids</td>
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<td>4</td>
<td>Date and time for opening of Technical Bids</td>
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<td>5</td>
<td>Date and time for opening of Financial Bids</td>
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*Date 1.2.2009 and 10.2.2009 are placeholders for specific dates.*
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INFORMATION TO CONSULTANTS/BIDDERS
1 INTRODUCTION

A. About Delhi

1.1 Delhi is emerging as one of the largest cities of the world and its geographical area covers 1,483 sq. kms. located between 28° 24’ 17” and 28° 53’ 00” North Latitude and 76° 50’ 24” and 77° 20’ 37” East Longitude. Delhi shares its borders on the North, West and South with the state of Haryana and on the East with the state of Uttar Pradesh. For administrative purposes, Delhi is divided into nine districts and twenty seven sub-divisions.

1.2 The population of Delhi was 13.8 million as per Census of India, 2001. The population density of Delhi (9,294 persons/sqkm) is amongst the highest in the country. Delhi is witnessing high growth rate with rapid increase in population within its boundaries, as well as its convergence with the surrounding urban settlements of Haryana and Uttar Pradesh. The Master Plan of Delhi (MPD – 2021) estimates the total population of Delhi to grow to about 18.2 million in year 2011 and 22.5 million in the year 2021.

1.3 The high rate of growth can also be attributed to the in-migration due to various employment opportunities and economic activities offered by the city. Work force participation rate has increased to 32.72% in 2001 from 32.5% in 1991. Work Force Participation rate is expected to be 38.1 % in the year 2021.

B. Delhi’s Transport System

1.4 With a growing population as well as work force participation rate, the per capita trip rate also shows a gradual increase. This is evident in the last major house hold travel survey conducted in Delhi in 2008 (M/s RITES Primary Survey, 2008). According to this study, 21.98 million trips per day (out of which 14.36 million trips/day are vehicular trips) were generated by 16.22 million residents of Delhi.

1.5 A total of 5.96 million trips/day i.e. approx 41.5 %of total vehicular trips were catered to by buses. The bus system in Delhi comprises of stage carriage buses operated by Delhi Transport Corporation (DTC) and private operators, chartered buses, school buses and metro feeder

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1 Source: Census of India and projection by Master Plan for Delhi 2021
2 Population of 2006 as per projection by Master Plan for Delhi 2021
buses. DTC and Private Stage Carriage services follow a uniform fare structure. Metro feeder services are currently adopting a different fare structure.

1.6 Besides the road network, Delhi is also served by a metro system provided by the Delhi Metro Rail Corporation Ltd. (DMRC) and a railway network comprising services of Indian Railways (including sub-urban EMU services). DMRC is operating three corridors of metro rail network and has plans for future expansion. The Indian Railway network has about 43 railway stations within the city. There are four major stations (Old Delhi, New Delhi, Nizammudin and Sarai Rohilla) catering to more than 0.09 million passengers per day as per RITES Study 2008. There are eight radial Railway lines extending to its suburban areas spread over states of Uttar Pradesh and Haryana besides the Delhi Metropolitan Areas (DMA).

C. Delhi Bus System – Proposed Plans

1.7 GNCTD proposes to expand the current bus fleet with around 11,000 stage carriage buses expected to be made operational over a period of two years to cater to the growing demand of public bus services in Delhi. This would also include replacement of present buses being operated by DTC and private stage carriage operations. DTC is expected to operate about 6,600 buses of the 11,000 buses.

1.8 DTC at present is the largest operator of buses in Delhi with a fleet of more than 3,500 buses. To make 6,600 buses operational in next two years, DTC is in the process of procuring additional buses. The buses would operate on existing and new routes and would comprise of a combined fleet of low floor, semi low floor and standard floor buses.

1.9 DTC also proposes to operate about 1,500 air-conditioned buses serving the commuters as a part of the aforementioned fleet of 6,600 buses.

1.10 The remaining about 4,400 buses will be operated by private operators. The private bus operations in Delhi is being corporatized and accordingly, all the bus routes in Delhi have been divided into 17 clusters (the clusters are based on routes not on physical boundaries). In each cluster buses will be operated by both DTC and one private operator based on pre-defined schedules.

1.11 The private operators are proposed to be paid on a Gross Cost basis with the responsibility of fare collection being taken on by GNCTD.
D. **Automatic Fare Collection System**

1.12 Transport Department, GNCTD proposes to implement Automatic Fare Collection System in the bus system in Delhi. Delhi Integrated Multi-modal Transit System Ltd. has been nominated to assist the Transport Department, GNCTD in the implementation of the AFCS Project. The project envisages use of Contactless Smart Cards for payment of fare in different transportation modes including DTC buses, private buses and other future transportation systems including Light Rail Transit, Monorail etc. The proposed AFCS is also to be integrated with DMRC’s existing fare collection system.

1.13 The AFCS Project has been divided into two major sub-systems (i) **Smart Card distribution and top-up sub-system**, and (ii) **the technology sub-system** comprising of on-bus fare collection equipment, depot equipment, central system equipment, necessary software including clearing house, etc.

E. **Mission Convergence Project**

1.14 GNCTD has a number of welfare schemes targeted at Delhi’s vulnerable population which includes people not having access caters to their needs and provides an access to basic amenities including health, sanitation, and education. In order to improve the delivery mechanism of these welfare schemes, GNCTD has undertaken the Mission Convergence Project (MC Project), wherein various assorted welfare schemes being offered by various departments of GNCTD are proposed to be delivered in a more effective and transparent manner. Under the MC Project, GNCTD has undertaken an exhaustive survey for identifying beneficiaries of the welfare schemes. GNCTD has also constituted the ‘Samajik Suvidha Sangam’ (SSS), a registered society, to manage the Mission Convergence Project.

1.15 The scheme delivery is proposed to be IT enabled. A uniform data bank on all beneficiaries is being created. This would prevent duplication of efforts, documentation and forms. All scheme implementation points would be IT enabled and connected to a central server to facilitate the flow of information for MIS reporting purposes.

1.16 For availing the schemes, potential beneficiaries would be issued a unique smart card, which will include the biometric information of the beneficiaries. A ‘no-frills’ bank account will be opened for each identified beneficiary and all financial benefits to the beneficiaries would be routed through these accounts. The smart card issued to the beneficiary would be used at various scheme delivery points like Fair Price Shops (FPS), Kerosene Oil Depots (KOD), hospitals, etc. for verifying the identity of the beneficiary and his/her entitlements.
F. Integration of AFCS and Mission Convergence

1.17 A bank is being selected for issuing Contactless Smart Cards to the beneficiaries under the Mission Convergence Project. It has been decided that the same Contactless Smart Cards will also be used in AFCS for payment of fare in buses. Accordingly, the Bank selected for Mission Convergence Project will also be responsible for setting up the Smart Card distribution and top-up sub-system for AFCS.

1.18 The AFCS Technology Provider for implementation of the technology sub-system for the proposed AFCS will be selected through a separate bidding process.

1.19 GNCTD hereby intends to appoint suitable agencies (the “Consultant/s”) for “consultancy services for implementation of Automatic Fare Collection System in Delhi” and carrying out other associated services, as specified in the Terms of Reference (ToR) of this RFP (“Services”).

1.20 Bidders are hereby invited to submit their Bids, comprising their technical and financial Bids, as more elaborately contained and described in this RFP document. The Bid could form the basis for future negotiations and may ultimately result in a contract, for the desired Services between the Successful Bidder and GNCTD.

1.21 In order to avoid any conflict of interest any firm providing goods, works or services, with which the Successful Bidder is affiliated or associated, would not be eligible to participate in bidding for any goods, works, or services resulting from or associated with the AFCS Project which is a direct consequence of the Services provided. Accordingly an affidavit or a certificate shall be submitted to this effect by the Successful Bidder.

2. DOCUMENTS

2.1 The RFP Document consists of the documents (“Documents”) listed in the Data Sheet.

2.2 At any time before the submission of Bids, GNCTD may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend or modify this RFP Document. Any amendment or modification so made will be binding on all the Bidders. To accommodate any delay that may be caused, in preparation of a Bid, due to such modification or amendment GNCTD may, at its discretion, extend the deadline for submission of the Bids.
3. **ELIGIBILITY CRITERIA**

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

(a) Should have successfully completed consultancy assignment of at least three contactless smart card based automatic fare collection projects in public transport. These assignments should have been commenced and completed after 31st March 1998.

(b) At least one of the above mentioned projects should be operational.

(c) At least one of the above mentioned projects should be for multi-modal public transport systems.

(d) Should have an average annual turnover of INR 500 million (US$ 12.5 million) for the preceding three financial years.

4. **PREPARATION OF BID**

4.1 Bidders are requested to submit their technical and the financial Bids (the “Bid”) in accordance with the terms and conditions as contained herein this document.

4.2 To obtain first hand information on the Project and the local site conditions, Bidders are advised to thoroughly acquaint and apprise themselves about the local site conditions and attend the pre-Bid conference/meeting on the date and time as specified in the Data Sheet. In case of a proposed visit to the site/GNCTD/DIMTS for any clarification and/or information kindly ensure to inform the officials concerned about your visit in advance to enable them to ensure their availability and to make appropriate arrangements.

4.3 For any information/clarification the bidder may contact any of the following officials:

   Ajay Chagti  
   Jt. Commissioner, Transport Department  
   5/9 Under Hill Road, Delhi – 110 054.  
   Handset : +91 9871622144; Tele: +91 11 23930740

OR
4.4 GNCTD/DIMTS would provide inputs/relevant project data and any other information and reports that may be available with them. Other than the information available and provided by GNCTD/DIMTS, GNCTD/DIMTS shall neither be obliged nor shall, in any manner, be responsible for any other input and/or information that may either be sought or required by the Bidders and the Bidders shall be obliged to obtain such information on their own. GNCTD/DIMTS neither warrants the sufficiency, accuracy or adequacy nor be liable for the information contained in the information provided.

4.5 GNCTD/DIMTS shall not be liable or responsible, in any manner, for any ignorance and/or exclusion/ non-inclusion of the prevailing local site conditions by any Bidder in their Bid.

4.6 The Bidder shall provide all the information sought under this RFP. GNCTD will evaluate only those Bids that are received in the required formats and complete in all respect and within the stipulated date and time. Incomplete and/or conditional Bids/Bids shall be liable to rejection.

4.7 Bidders are requested to carefully examine all instructions, terms and conditions as contained in this RFP Document. Failure to provide all requested information will be at Bidder’s own risk and may result in rejection of their Bid.

4.8 Technical Bid

4.8.1 During preparation of the Technical Bid, Bidders must give particular attention to the following:-

(i) If a Bidder considers that its firm does not have all the requisite expertise for the Project, it may enter into a joint venture with other firm(s) or entities or local Indian consultancy firms, subject to restrictions specified in the Data Sheet to enable and provide a complete range of expertise for the services envisaged.
(ii) A Firm/agency that is a partner in a joint venture/consortium cannot simultaneously bid independently or be a partner in another joint venture/consortium while Bidding for this Project. All bids submitted by any such bidder Firm/agency (whether independently or as a consortium) shall be rejected.

(iii) In case of a Joint Venture, the Bid should clearly state the lead partner in the Joint venture/consortium who will be wholly responsible for the performance of contractual obligations under the consulting contract with GNCTD. A detailed project-specific Memorandum of Understanding between the partners of such Joint Venture/Consortium stating their inter-relationship along with their respective roles and obligations and division of Scope of Work should be submitted along with Technical Bid. A Power of Attorney signed by all parties (either individually or collectively) must accompany the Bid authorizing the lead partner to submit and negotiate the Bid on behalf of the Joint Venture/Consortium.

(iv) Change in the composition of consortium shall not be permitted by GNCTD during the Bidding stage.

(v) The majority of the key professional staff proposed must be permanent employees of the firm, unless otherwise indicated in the Data Sheet.

(vi) No alternate of key professional staff shall be proposed and only one Curriculum Vitae may be submitted for each position.

4.8.2 Bidders shall ensure that the Technical Bid submitted comprises the following information:

(i) A brief description of the ‘Consultant’s Organization’ and an outline of recent experience in similar Projects. The information provided on each project should indicate, inter alia, the profile of the staff deployed, duration, contract amount, extent of firm’s involvement and the scope of work.

(ii) Any comments or suggestions on the ToR, and a description of the methodology (work plan) on the basis of which the Consultants propose to execute the services, clearly illustrating the various activities with bar charts.
(iii) The composition of the proposed staff team, the roles and responsibilities and the task which would be assigned to each and their timing.

(iv) Recent/latest Curriculum Vitae (CV) duly signed by the proposed key professional staff and countersigned by an authorised manager of the Bidder. Key information should include; years with the firm and degree of role and responsibility held in various projects during the last ten years. (Similar information in respect of key personnel of the sub consultants, if any, shall also be provided).

(v) Estimates of the total time effort (person x months) to be provided for the services supported by bar chart diagrams showing the time proposed (person x months) for each professional staff

(vi) The balance sheet of the firm for the preceding three years in order to support a Bidder’s qualification.

4.8.3 The Technical Bid must not include any Financial Bid.

4.9 Financial Bid

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

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

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

4.10 Language

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

5. SUBMISSION OF BID

5.1 Sealing and Marking of Bids/Bids

5.1.1 The Bidder shall submit the Bid in the format specified at Section-3 and Section-4 of this RFP.

5.1.2 The Bidder shall prepare one original set of the Bid (together with originals/copies of documents required to be submitted along therewith, pursuant to this RFP) and clearly mark the set as “ORIGINAL”. In addition, the Bidder shall submit 1 (one) copy of the complete set of the Bid and mark the same as “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.

5.1.3 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions, deletions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall be paginated and shall be spiral/ hard bound.

5.1.4 The Technical Bid and Financial Bid shall be sealed in two separate envelopes superscribing each envelope as “Technical Bid” and “Financial Bid” along with the name of the project. The Bidder shall seal the original and copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope duly superscribed as “Bid for Consultancy Services for Implementation of Automatic Fare Collection System in Delhi”. The outer envelope shall also contain the name, address and the contact person along with phone numbers of the Bidder.

5.1.5 The Technical Bid envelope shall contain:

a. Bid in the prescribed formats along with annexure and supporting documents as contained in Section 3 of this RFP;
b. Power of Attorney for signing the Bid as per the format contained in Section 8;
c. Power of Attorney, in case of a Joint Venture/Consortia, for Lead Member of Consortium as per the format contained in Section 9;
d. Joint Bidding Agreement (Memorandum of Understanding), in case of a Consortium;
e. Copies of Bidder’s/ each Consortium Member’s duly audited balance sheet and profit and loss account for the preceding three years; and
f. Certificate for true translation of documents, other than in English
g. Bid security (as per format as contained in Section 10 hereof)

5.2 Demand Draft of Rs 10,000/- or USD 250/- payable towards the purchase of RFP Document, in case the same has been downloaded from the website, shall be furnished in a separate envelope along with the Bid.

5.3 Each of the envelopes shall be addressed to:

Secretary and Commissioner,
Transport Department,
C/o Delhi Integrated Multi-modal Transit System Limited,
First Floor, Maharana Pratap ISBT Building,
Kashmere Gate,
Delhi–110006

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

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

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

i. made a complete and careful examination of the RFP;

ii. received all available relevant information requested from GNCTD/DIMTS;

iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GNCTD;

iv. agreed to be bound by the undertakings provided by it under and in terms hereof.
6  BID VALIDITY AND BID SECURITY

6.1  Bid Validity

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

6.2  Bid Security

6.2.1 The Consultant / Bidder shall furnish, along with the Bid, a Bid Security of an amount as stated in the Data Sheet, at the time of submission of Bid.

6.2.2 The entire amount of the Bid Security shall be in the form of an unconditional and irrevocable Bank Guarantee (as per the Format enclosed at Section 10) from a scheduled commercial bank (licensed by the Reserve Bank of India) encashable at Delhi.

6.2.3 Any bid not accompanied by an acceptable Bid Security in the manner stated above shall be rejected by GNCTD as non-responsive. The Bid Security in case of a Consortium must be in the name of the Lead Member of the Consortium.

6.2.4 The Bank Guarantee towards Bid Security shall be valid for period as stated in the Data Sheet. However, in case of the Preferred Bidder, validity of the bid security shall be extended till the Performance Security is submitted.

6.2.5 The Bid Security of unsuccessful bidders, except the bidder (L2) next to the preferred bidder (L1), will be returned promptly, but not later than thirty (30) days after the expiration of the bid validity period, or within fifteen (15) days of issue of Letter of Intent (LOI) to the Successful Bidder, whichever is later. The Bid Security of L2 Bidder will be returned within 15 days of signing of Consultancy Agreement with Successful Bidder.

6.2.6 The Bid Security of L1 & L2 Bidders shall be extended in case the signing of Consultancy Agreement is delayed due to any reason whatsoever.

6.3  Forfeiture of Bid Security

6.3.1 The Bid Security of a Bidder shall become liable for forfeiture in any of the following events:
a) If the Bidder withdraws or modifies its Bid during the period of Bid Validity, or
b) If the Bidder refuses to accept the correction of errors in its Bid, or
c) If the Bidder submits a conditional Bid and the same is not accepted by GNCTD, or
d) The Preferred Bidder fails to submit his acceptance to the LoI issued by GNCTD, within 7 (seven) days of the date of issue of LoI.
e) The Preferred Bidder fails to provide Performance Bank Guarantee within the stipulated time as specified in Clause 3.11 of General Conditions of Contract (GCC),
f) The Preferred Bidder fails to sign the Consultancy Agreement as stipulated in Clause 14 herein.

7 BID DUE DATE

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

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

8 LATE BIDS

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

9 AMENDMENT/WITHDRAWAL OF BIDS

9.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by GNCTD prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
9.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 5 hereof, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

9.3 In case of the Bid being modified or substituted, in accordance with the provisions hereof, only the modified or substituted Bid shall be considered and the earlier Bid submitted shall not be opened, unless, in case of partial modification, in which case the submitted Bid to the extent of the modification shall be considered.

10 COST OF BID PREPARATION AND SUBMISSION

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

11 BID OPENING

11.1 The Technical Bids and Financial Bids will be opened on the date, time and venue specified in the Data Sheet.

12 BID EVALUATION

12.1 A two stage procedure will be adopted in evaluating the Bids: (i) a technical evaluation will be carried out prior to opening any financial Bid, (ii) a financial evaluation. The Consultant will be selected as per the process set out below.

12.2 Technical Bid Evaluation

12.2.1 The evaluation committee, appointed by GNCTD, shall evaluate the Bids in accordance with the evaluation criteria and point system as specified in the Data Sheet. The consultants may be asked to make a presentation on their Technical Bid. The cost for the same would be borne by the Consultant.
12.2.2 After evaluation of the Technical Bids is completed, the technical scores of the Bidders shall be tabulated and Bidders scoring a minimum 75 marks shall be considered as Technically Qualified. Financial Bids of the TOP FIVE Technically Qualified Bidders ("Shortlisted Bidders"), i.e. Technically Qualified Bidder who have been identified as being the top five scorers based on evaluation of their Technical Bids, shall be opened and evaluated.

12.3 Financial Bid Evaluation

12.3.1 The date of opening of Financial Bids shall be communicated to the Shortlisted Bidders and opened in the presence of the representatives of the Shortlisted Bidders who choose to attend the same.

12.3.2 The detailed contents of each Financial Proposal will be subsequently reviewed by the evaluation committee. Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal (e.g. personnel schedule inputs, number and duration of field trips, applicable out of pocket expenses etc.).

12.3.3 The commercial terms in each Financial Proposal will be checked for compliance with the requirements set forth in the Data Sheet. The validity period of the Consultants' Proposals must accord with the validity period set down in the Data Sheet.

12.3.4 Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals.

12.3.5 The evaluated total price (ETP) for each Financial Proposal will be determined.

12.3.6 If a discount has been offered in any Financial Proposal, such discount will be applied pro-rata against each cost item, i.e., each expert's remuneration and each out-of-pocket cost item. GNCTD reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, call for submission of new Financial Proposals.

12.3.7 In order to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in Clauses 12.3.2 to 12.3.6. However, it
is clarified that the taxes, duties, levies and other charges shall be excluded solely for the purpose of evaluation. The score for each Financial Proposal is inversely proportional to its ETP and will be computed as follows:

\[ S_f = 100 \times \frac{F_m}{F} \]

where:
- \( S_f \) is the financial score of the Financial Proposal being evaluated
- \( F_m \) is the ETP of the lowest priced Financial Proposal
- \( F \) is the ETP of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 100 marks.

12.4 Ranking of Proposals

12.4.1 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight of 0.80 (or 80 percent) and 0.20 (or 20 percent) respectively to the technical and financial score of each evaluated qualifying Technical and Financial bid and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultant will be invited for contract negotiations.

13 NEGOTIATIONS

13.1 GNCTD will notify the preferred bidders by registered letter, cable or fax.

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

13.3 Financial negotiations will then be carried out in the second stage.

13.4 GNCTD expects to negotiate a contract on the basis of the staff named in the Bid and prior to contract negotiation, will require assurances that this staff will be actually available. GNCTD will
not consider substitution during contract negotiations except in cases of unexpected delay in the starting date or incapacity of key professional staff for reasons of health. Replacement would be allowed only with staff of similar or more experience & higher qualification with prior approval of GNCTD.

13.5 The negotiations will be concluded with a review of the draft form of contract.

14 AWARD OF CONTRACT

14.1 Upon completion of the Bidding process, GNCTD will promptly inform the other Bidders that their Bids have not been found competitive and return their financial Bids (unopened for Bid scoring less than 75 points during technical evaluation.)

14.2 The selected Bidder is expected to commence the Services on the date as specified in the Data Sheet.

14.3 It is clarified that the selected Bidder shall be obliged to provide all assistance, clarification as may be required during the roll-out phase of the Project (subject to a maximum period of 24 months from execution of the Contract with the Successful Bidder). The Successful Bidder shall accordingly be paid as per actual in accordance with the rates as contained in its Financial Bid or the negotiated rates.

14.3 GNCTD reserves the right to reject any/all the Bids submitted by the Bidders and may, in its sole discretion, rescind or cancel the RFP at any stage without assigning any reason thereof and without entailing any liability at the risk and cost of the Bidders.
DATA SHEET

1.1 The name of the Project: Consultancy Services for Implementation Automatic Fare Collection System in Delhi

The name of the Client: Transport Department Government of National Capital Territory of Delhi

2.1 This RFP document consist of the following:

Section 1: Information to Consultants
Section 2: Terms of reference (ToR)
Section 3: Forms of Technical Bid
Section 4: Forms for Financial Bids
Section 5: Contract Agreement
Section 6: General Conditions of Contract
Section 7: Form of Performance Bank Guarantee
Section 8: Power of Attorney for Signing
Section 9: Power of Attorney for nominating Lead Member
Section 10: Form of Bid Security

4.2 Pre-Bid Conference will be held as per the Schedule of Bidding Process at the following address:

Venue: Conference Hall,(First Floor)
Delhi Integrated Multi-modal Transit System Limited,
First Floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi–110006
Tele: +91 11 43090100; Fax:+91 11 23860966

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

4.8.1(v) No additional conditions

6.1.1 Bid Validity: Six months from the Bid Due Date
6.2.1 Bid Security: INR 400,000/- (INR Four Hundred Thousand Only)

6.2.4 Validity of Bid Security: Seven months from the Bid Due Date

7.1 As per the Schedule of Bidding Process

11.1 Date of Bid opening: As per Schedule of Bidding Process

Venue of Bid Opening:
Delhi Integrated Multi-modal Transit System Limited,
First Floor, Maharana Pratap ISBT Building,
Kashmere Gate, Delhi–110006
Tele: +91 11 43090100; Fax:+91 11 23860966

12.2.1 Technical Evaluation

1. The points given to evaluations criteria are:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Firms’ Past Experience</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Adequacy of Work Plan, Approach and Methodology</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>Qualification &amp; Relevant Experience of the Proposed Key Personnel</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

2. Sub-Criteria

2.1 Firms relevant experience: Total Points = 20

<table>
<thead>
<tr>
<th>Specific experience of the consultancy services for AFCS Project in the last 10 years (i.e. after 31st March, 1998)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed 3-5 projects</td>
<td>5</td>
</tr>
<tr>
<td>Completed 6-8 projects</td>
<td>10</td>
</tr>
<tr>
<td>Completed 9 or more projects</td>
<td>15</td>
</tr>
<tr>
<td>Completed one PPP/BOT project</td>
<td>5</td>
</tr>
</tbody>
</table>
2.2 Adequacy of the proposed work plan and methodology in response to the TOR: Total Points = 30

<table>
<thead>
<tr>
<th></th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Understanding of TOR</td>
<td>5</td>
</tr>
<tr>
<td>(b) Proposed Methodology</td>
<td>20</td>
</tr>
<tr>
<td>(c) Work Programme and Manning</td>
<td>5</td>
</tr>
</tbody>
</table>

2.3 Qualifications and competence of the key staff for this Project. Total points 50

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Position</th>
<th>Professional Experience</th>
<th>Specific Expertise</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AFCS Technology Expert</td>
<td>10 years</td>
<td>Should have experience in design/configuration of AFC System in multimodal public transport projects.</td>
<td>12.5</td>
</tr>
<tr>
<td>2</td>
<td>Smart Card Expert</td>
<td>10 years</td>
<td>Should have experience in contactless smart card systems, with thorough knowledge about standards and specification.</td>
<td>12.5</td>
</tr>
<tr>
<td>3</td>
<td>Contract and Procurement Expert</td>
<td>10 years</td>
<td>Should have experience in contract, BOT concessions and procurement processes in AFCS projects.</td>
<td>12.5</td>
</tr>
<tr>
<td>4</td>
<td>Strategy and Finance Expert</td>
<td>10 years</td>
<td>Should have experience in relation to investment, strategies, cost benefit analysis with regard to implementation of AFCS projects</td>
<td>12.5</td>
</tr>
</tbody>
</table>

2.3.2 Consultant can also add professionals as per their understanding about the Project. It shall be noted that the upper age limit of all the key professionals is 65 years.
2.3.3 Criteria for assessment of Qualifications and competence of the key staff as referred at 2.3.1 above is as follows:

<table>
<thead>
<tr>
<th>Sub-Criteria</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. General Qualification</td>
<td>35</td>
</tr>
<tr>
<td>(a) Educational Qualification</td>
<td>20</td>
</tr>
<tr>
<td>1) Relevant PG with Specialized Courses</td>
<td>20</td>
</tr>
<tr>
<td>2) Relevant post graduation (PG)</td>
<td>15</td>
</tr>
<tr>
<td>3) Relevant graduation with non relevant PG</td>
<td>10</td>
</tr>
<tr>
<td>4) Relevant Graduation</td>
<td>5</td>
</tr>
<tr>
<td>(b) Professional Experience</td>
<td>15</td>
</tr>
<tr>
<td>1) Total Experience as professional (20 Yrs &amp; Above)</td>
<td>15</td>
</tr>
<tr>
<td>2) Total Experience as professional (15 to 20 Yrs)</td>
<td>10</td>
</tr>
<tr>
<td>3) Total Experience as professional (10 to 15 Yrs)</td>
<td>5</td>
</tr>
<tr>
<td>B. Adequacy for the project</td>
<td>65</td>
</tr>
<tr>
<td>(a) Experience in similar positions in projects similar to AFCS</td>
<td>25</td>
</tr>
<tr>
<td>(per project maximum 13 Marks; maximum five projects would be evaluated for this sub-criteria)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

14.2 Within seven days of Award of Contract.
SECTION 2
TERMS OF REFERENCE (ToR)
1 INTRODUCTION

1.1 Forecast to reach a population of 18.2 million in 2011, the National Capital Territory of Delhi would increasingly need to depend on public transport. For a well-integrated public transport system, it is imperative that travel should be as seamless as possible and offer a simple integrated fare structure. This is especially true when new modes of public transport such as BRT, Light Rail, Monorail are being added. To execute a seamless multi-modal integration, an electronic system for unified fare collection and indisputable settlement among operators is essential.

1.2 DIMTS is assisting the Government of NCT of Delhi in implementation of an Automatic Fare Collection System (AFCS) based on contactless smart card & secured single journey tickets.

2 SCOPE OF SERVICES FOR THE CONSULTANTS

2.1 GNCTD through DIMTS, is currently, in the process of finalization of the RFP document for selection of the AFCS Technology Provider through an open international competitive bidding process. As a part of this process, specialized inputs are sought from reputed consultants/firms who have domain expertise in contactless smart card based automatic fare collection systems for multi-modal public transport.

2.2 The scope of services for the consultant shall be as follows:

<table>
<thead>
<tr>
<th>Stage I: Scoping and identification of core AFC system parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quick evaluation of various available AFC technologies and recommendation on the most appropriate technology for Delhi, based on sustainability, scalability, interoperability, suitability for stage-based fare structure and interfaces in the future for all relevant application domains. This shall be evaluated with specific reference to integration with existing AFC system in Delhi Metro.</td>
</tr>
<tr>
<td>2. Advise GNCTD/DIMTS on specific integration issues with respect to DMRC’s existing AFC System including inter-operable Smart Cards, exchange of security keys/SAMs, clearing mechanism, etc.</td>
</tr>
<tr>
<td>3. Advise GNCTD/DIMTS on alternative fare structures viz. flat fare, stage based fare, etc. with respect to technical and operational aspects.</td>
</tr>
</tbody>
</table>
4. Advise GNCTD/DIMTS in definition of the customer proposition i.e. how users will interface with the system including distribution channels for obtaining initial cards/tickets, card personalization requirements, options for renewing/topping up existing tickets; options for on-vehicle payment or ticket validation; checking of cards/tickets; and means of accessing customer support services.

5. Assist GNCTD/DIMTS in finalization of a suitable media for single-ride disposable/reusable tickets, which shall be secure, cost effective and tailored for conductor-less operations.

6. Define range of products to be made available through the smartcard and ticketing system including bus only products and products to facilitate integrated multi-modal travel.

7. Advise GNCTD/DIMTS on technical requirements including applicable card specifications, data security standards, shared card application requirements, potential arrangements for exchange of ridership/financial data, and rules for revenue allocation and settlement in consultation with relevant stakeholders.

8. Develop outline systems architecture including sub-systems and specifications.

9. Assist GNCTD/DIMTS in defining expected numbers of units of different sub-system elements including on-bus equipment, depot installations and retail agents, and expected timescale/dates for phased installation, and operation.

10. Assist GNCTD/DIMTS in finalization of technical requirements and specifications of different subsystems, modules and equipment to be used in the implementation of AFCS in Delhi.

11. Define necessary capabilities as part of a set of output specifications including processing times, system availability, service level standards etc.

12. Assist GNCTD/DIMTS in setting up the standards for the backend operations including the revenue apportionment mechanisms with a focus on security, robustness, reliability and scalability.

13. Define road map and indicative timescales for system roll out and implementing various levels of system functionality.

**Stage II: Advice on alternative contract structures and approach to contract**

1. Assist GNCTD/DIMTS in defining the roles and responsibilities of stakeholders

2. Identify key risks and appropriate allocation

3. Conduct high level review of structural options including contracts with a single integrated service delivery partner or division into lots with separate procurement of cards; equipment; card base management and user support; transaction data processing, back office and
4. Advise GNCTD/DIMTS in defining basis for associated contract payments and incentives/penalties including delivery milestones; certification/acceptance criteria; system availability; reliability/performance targets; and transaction or usage based fees.

5. Advise GNCTD/DIMTS on appropriate contract duration, conditions for termination or extension and arrangements for transfer of assets.

### Stage III: Assist with Tendering Process and Tender Evaluation

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Assist GNCTD/DIMTS with preparation of Bid Document</td>
</tr>
<tr>
<td>2.</td>
<td>Assist GNCTD/DIMTS in formulating the Service Level Agreements</td>
</tr>
<tr>
<td>3.</td>
<td>Provide support to GNCTD/DIMTS in responding to bidder enquiries</td>
</tr>
<tr>
<td>4.</td>
<td>Assist GNCTD/DIMTS in evaluation of the commercial and technical elements of the bid documents.</td>
</tr>
<tr>
<td>5.</td>
<td>Provide support to GNCTD/DIMTS in negotiations with preferred supplier(s).</td>
</tr>
<tr>
<td>6.</td>
<td>Assist GNCTD/DIMTS in formulating a dynamic transition plan for the AFCS project roll out in Delhi.</td>
</tr>
</tbody>
</table>

### Stage IV: Assist GNCTD/DIMTS intermittently during the entire roll out period (24 months)

3 **TIME FRAME FOR PROVISIONING OF SERVICES**

2. Stage IV Services – On a man day basis during the entire 24 months roll out period.

4 **DELIVERABLES**

(i) Stage I, II, III Services
   a. Technology Evaluation Report
   b. Technical Specifications Report
   c. Service Level Benchmarks (including Card Management System and Project Management Parameters)
SECTION 3
FORMATS FOR TECHNICAL BID
SECTION 3 TECHNICAL BID – STANDARD FORMS

3A. Technical Bid submission form.

3B. Firm's references.

3C. Description of the methodology and work plan for performing the assignment.

3D. Comments and suggestions on the Terms of Reference and on data services and facilities to be provided by DIMTS/ GNCTD.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.
3A: TECHNICAL BID

From

To,
Secretary and Commissioner
Transport Department
GNCTD

Sir,

Subject: Hiring of Consultancy Services for Implementation of Automatic Fare Collection System in Delhi

Regarding Technical Bid.

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

Yours faithfully

Signature........................................
Full Name ....................................
Address ..............................
(Authorized Representative)
### 3B: FIRMS REFERENCE

Relevant Services carried out in the Last Ten Years With Best illustrated Qualifications

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

<table>
<thead>
<tr>
<th>Assignment Name :</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country</td>
<td>Professional Staff provided by your firm</td>
</tr>
<tr>
<td>Name of the Client :</td>
<td>No. of Staff</td>
</tr>
<tr>
<td>Address :</td>
<td>No. of Staff Month :</td>
</tr>
<tr>
<td>Start date (Month/Year)</td>
<td>Completion Date (Month/Year)</td>
</tr>
<tr>
<td>Name of Associated Firms (s) if any :</td>
<td>No. of the Months of Professional Staff provided by Associated Firm (s)</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director / Coordinator, Team Leader) Involved and functions performed.</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project :</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by your staff</td>
<td></td>
</tr>
</tbody>
</table>
3C: APPROACH PAPER ON PROPOSED METHODOLOGY
3D: COMMENTS/SUGGESTIONS OF CONSULTANTS

On the Terms of Reference:

1. 
2. 
3. 
4. 
5. 

On the Data, services and facilities to be provided by GNCTD indicated in the Terms of Reference:

1. 
2. 
3. 
4. 
5. 
3E: COMPOSITION OF TEAM PERSONNEL AND THE TASK WHICH WOULD BE ASSIGNED TO EACH TEAM MEMBER

1. Technical/Managerial Staff

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Support Staff

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3F: FORMAT OF CURRICULUM VITAE (C.V.)
FOR PROPOSED KEY STAFF

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

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

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

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

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

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

Signature of Staff Member ________________________________ Date: ____________________________
Day/Month/Year
### 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>S. NO.</th>
<th>Name</th>
<th>Position</th>
<th>Months (in the form of a Bar Chart)</th>
<th>Number of Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Full time: ____________  Part time: ____________

Signature: _______________________

(Authorized Representative)

Full Name: _______________________

Title: _______________________

Address: _______________________

---
### 3H. ACTIVITY (WORK) SCHEDULE

#### A. Field Investigation and Study Items:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of Activity (Work)</th>
<th>Resource Persons</th>
<th>Month wise Program (in the form of Bar Chart)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>[1\textsuperscript{st}, 2\textsuperscript{nd}, etc. are weeks from the start of assignment]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1st</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### B. Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports:*</th>
<th>Programme (Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>2. Draft Report</td>
<td></td>
</tr>
<tr>
<td>3. Final Report</td>
<td></td>
</tr>
</tbody>
</table>

* modify as required for the assignment
SECTION 4
FORMAT OF FINANCIAL BIDS
SECTION 4

FORMATS FOR FINANCIAL BIDS

4A. Financial Bid submission letter
4B: Summary of price bid
4C: Consolidated summary for remuneration in respect of basic services
4D: Out of pocket expenses
4E: Miscellaneous Expenses
4A : FINANCIAL BID SUBMISSION LETTER

From                      To,
                           Secretary and Commissioner
                           Transport Department
                           Government of National Capital Territory of Delhi

Sir,

Subject: Hiring of Consultancy Services for Implementation of Automatic Fare Collection System in Delhi.

Re : Financial Bid

I/We .............................................. (Consultant/ JV Consultancy firms) herewith enclose our Financial Bid for Consultancy Services for Implementation of Automatic Fare Collection System in Delhi.

Yours faithfully

Signature ..............................
Full Name ..............................
Address ..............................

(Authorised Representative)
### 4B: SUMMARY OF PRICE BID

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Break up of Financial Cost</th>
<th>Currency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>INR</td>
<td>In figure</td>
</tr>
<tr>
<td>1.</td>
<td>Remuneration for Basic Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Out of Pocket Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Computer Software Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Miscellaneous Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Sub Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Service Tax or any other Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>(in figure )</td>
<td>(in Words)</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. The above quote should be only for Stages I, II and III of the Services.
2. It is clarified that the selected Bidder shall be obliged to provide all assistance/clarifications, as may be required during the roll-out phase of the Project i.e. Stage IV Services (subject to a maximum period of 24 months from execution of the Contract with the Successful Bidder). The selected Bidder shall accordingly be paid as per actual in accordance with the rates as contained in its Financial Bid or the negotiated rates.
3. For the purpose of computation of fee payable during Phase IV Services,
   a. the daily rate for remuneration of manpower shall be escalated by 5% at the beginning of every financial year and such escalated rate shall be applicable for computation of remuneration of manpower for that financial year. The first such escalation shall be effected on 1st April, 2010.
   b. Out of pocket expenses, any other expenses (including taxes) shall be paid as per actual.
4. All payments shall be made in Indian Rupees unless otherwise agreed by the Parties.
### 4C: CONSOLIDATED SUMMARY FOR REMUNERATION

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Position</th>
<th>Man Days</th>
<th>Daily Rate</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<tr>
<td>4.</td>
<td></td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 4D: OUT OF POCKET EXPENSES

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Nomenclature</th>
<th>Quantity</th>
<th>unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Return flights between ___________________________ and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Miscellaneous travel</td>
<td>Trip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Subsistence allowance</td>
<td>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Local transportation Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Office rent/accommodation Clerical assistance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 4E: MISCELLANEOUS EXPENSES

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Nomenclature</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting reproduction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

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SECTION 5
CONTRACT FOR CONSULTANT’S SERVICES
CONTRACT FOR CONSULTANT’S SERVICES

Consultancy Agreement

THIS CONSULTANCY AGREEMENT (the “Agreement”) is made on this _____ day of_______, 2009 at Delhi

BETWEEN

Lt GOVERNOR, GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI acting through the Secretary & Commissioner, Transport Department, Government of National Capital Territory of Delhi having its office at 5/9 Under Hill Road Delhi- 110054 (hereinafter called “DOT” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART

AND

______________________________, a company incorporated under the provisions of the ------------------------and having its Registered Office at __________________________________________ (hereinafter referred to as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the OTHER PART.

WHEREAS

A. Government of National Capital Territory of Delhi (GNCTD), vide its Request for Proposal dated____________, had duly invited tenders for Consultancy Services for Implementation of Automatic Fare Collection System in Delhi (“Services”) as contained in the said RFP.

B. In response thereto, Bids were received by GNCTD and, as per the bidding process, the Financial Bids of only the technically qualified Bidders were opened. Pursuant thereto, the Financial Bids for the said work was evaluated and the Consultant’s Bid was declared as the best bid based on the combined evaluation of the Technical and Financial Bids. Thereafter, pursuant to discussions/ negotiations between the Consultant and GNCTD, the Consultant submitted its revised Bid/Proposal vide its Proposal __________________.
C. In pursuance thereof GNCTD, vide its letter bearing No__________ dated ________, issued its Letter of Intent to the Consultant for the Services.

D. The Consultant, having thoroughly acquainted itself as to the nature of work involved, has duly satisfied itself by careful examination before submitting its Bid as to the nature and magnitude of the Services, and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the RFP document or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under this contract, and has examined and considered all other matters, conditions, things and probable and possible contingencies and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced it in making its Bid.

E. GNCTD has accepted the Bid of the Consultant for the provision of Services at an all inclusive revised rate of ................................................................. .............................................. inclusive of all taxes, levies and other such impositions (“Total Consultancy Fee”).

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

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

<table>
<thead>
<tr>
<th>Appendix A:</th>
<th>The RFP (including the Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix B:</td>
<td>Minutes of the pre-proposal meeting</td>
</tr>
<tr>
<td>Appendix C:</td>
<td>Consultants’ Technical Proposal</td>
</tr>
<tr>
<td>Appendix D:</td>
<td>Consultants’ Financial Proposal</td>
</tr>
<tr>
<td>Appendix E:</td>
<td>Minutes of Financial/Contract Negotiation with the Consultant</td>
</tr>
</tbody>
</table>
1. In consideration of the payment to be made to the Consultant for the work to be executed by it, the Consultant hereby covenants with GNCTD that the Consultant shall and will duly provide, execute and complete the said Services and shall do and perform all such other acts and things as described or mentioned in the CONTRACT or which are implied therefrom or may be reasonably necessary for the completion of the said work and at the said time(s) and in the manner and subject to the terms and conditions mentioned in the CONTRACT.

2. In consideration of the due provision, execution and completion of the said Services, GNCTD does hereby agree with the Consultant that GNCTD will pay the Consultant the amount(s) for the work actually done by him and approved by GNCTD at the rate(s) and in such manner and time as provided under the CONTRACT.

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

FOR AND ON BEHALF OF THE
LT. GOVERNOR, GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI

By ......................
Authorized Representative

FOR AND ON BEHALF OF THE
CONSULTANTS

By ......................
Authorized Representative

Note: If the Consultant consists of more than one entity, then the Lead Member shall execute the Contract.
SECTION 6
GENERAL CONDITIONS OF CONTRACT
GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions:

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in India or Delhi as they may be issued and be in force from time to time.

(b) "Client" means Government of National Capital Territory of Delhi & its representatives.

(c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached together with all the documents listed in Clause I of such signed Contract.

(d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clauses GCC2.1

(e) "GCC" means these General Conditions of Contract.

(f) "Government" means the Government of National Capital Territory of Delhi.

(g) "Local Currency" means Indian National Rupees (INR).

(h) "Member" shall mean, in case of joint venture of, any of these entities and "Members" mean all of these entities.

(i) "Personnel" means person hired by the Consultants or by any Sub-consultants employed and assigned to the performance of the Services or any part there of "foreign person" means such persons who at the time of being so hired had their domicile outside India. "local personnel" means such person who at the time of being so hired had their domicile inside India and "Key personnel" means the personnel referred to in Clause 4.2 hereof
(j) "Party" means GNCTD or the Consultants, as the case may be, and Parties mean both of them.

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A hereto.

(m) "Sub Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.7 hereof.

(n) “Total Consultancy Fee” shall mean an all inclusive fees as set out in Recital E and Annexure – C of this Agreement. This Consultancy Fee shall remain firm throughout the preparation of the project documents comprising of Stage-I, II & III of this Agreement.

1.2 Relation between the Parties

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

1.3 Law Governing the Contract and the Jurisdiction of the Contract

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

1.4 Language

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

1.5 Heading

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

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

1.6.2 Notice will be deemed to be effective as follows;

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

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

In case of Transport Department, GNCTD:
Secretary and Commissioner,
Transport Department,
5/9 Under Hill Road,
Delhi-110054.

In case of the Consultant:
(Address to be filled in)

____________________

____________________

1.7 Location

The Services shall be performed in the National Capital Territory of Delhi, India.
1.8 Authority or Member In-charge

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

1.9 Authorized Representatives

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

1.10 Taxes and Duties

The Consultant and its personnel shall pay all the taxes, duties, fees, levies and other such impositions levied and/or applicable under the existing, amended or enacted laws during life of this contract and shall, at all time, ensure that such taxes, duties, fees, levies and other such impositions are paid and duly deposited with the Authorities concerned. The amount of such taxes, duties, fees, levies and other such imposition whether existing, amended or future, shall be deemed to have been included in the contract price and GNCTD shall not be liable for any change, variation, modification, imposition or enactment of any new law.

2. Commencement, completion, modification and termination of contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") from the date of signing of this Agreement.

2.2 Commencement of Services

The Consultant shall immediately start its mobilization of resources from the effective date and in any condition not later than 15 days from the date of signing of this Agreement.
2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.4 Entire Agreement

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

2.5 Modification

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

2.6 Force Majeure

2.6.1 Definition

(i) For the purpose of the Contract "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and include but is not limited to war, riots, civil disorder, earthquake, fire explosion, floods, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industries action are within the power of the party invoking Force Majeure to prevent).

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

2.6.2 No Breach of Contract

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

2.6.3 Measure to be taken

- A party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations here under with a minimum of delay.

- A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than seven (7) days following the occurrence of such event.

- The Parties shall take all reasonable measures to minimize the consequences of an event of Force majeure.

2.6.4 Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force Majeure.

2.6.5 Consultation

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

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

2.8 Termination

2.8.1 By GNCTD

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

(a) If the Consultants fail to remedy a breach in the performance of their obligations hereunder, as specified in the notice of suspension pursuant to Clause 2.8 herein above within thirty (30) days of receipt of such notice of suspension or within such further period as GNCTD may have subsequently approved in writing.

(b) If the Consultants become (or if the Consultants consist of more than one entity, if any or their Member becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultants submit to GNCTD a statement which has a material effect on the rights and obligations or interest of GNCTD and which the Consultants know to be false:

(d) If, as result of Force Majerue the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
(e) If GNCTD, in its sole discretion and for any reason whatsoever decided to terminate this Contract without assigning any reason therefor.

2.8.2 By the Consultants

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

(i) If GNCTD is in material breach of any of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt of notice by GNCTD specifying such breach.

(ii) If, as result of Force Majeure the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) day's.

2.8.3 Cessation of Rights and Obligation

Upon termination of this Contact pursuant to clauses 2.2 or 2.8 hereof, or upon expiry of this Contract all rights and obligation of the Parties hereunder shall cease, except

(i) Such right and obligations as may have accrued on or before the date of termination or expiration.

(ii) The obligation of confidentiality set forth in Clause GCC 3.3 here of.

(iii) Any rights which a Party may have under the Applicable law.

2.8.4 Cessation of Services

Upon termination of this Contact by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultants shall immediately upon receipt of such notice, take all necessary steps to bring the Services to a close in prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by GNCTD, if any, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.
3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Consultant not to Benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants sole remuneration in connection with this Contract of the Service and subject to Clause 3.2.2 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder and the Consultants shall use their best efforts to ensure that any sub-consultants as well as Personnel and agents of either of them and similarly shall not receive any such additional remuneration.
3.2.2 **Consultant and Affiliates not to be otherwise interested in Project**

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

3.2.3 **Prohibition of Conflicting Activities**

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

3.3 **Confidentiality**

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

3.4 **Liability of the Consultants**

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

The risk and the coverage shall be:

1. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultant or their Personnel, for the period of Consultancy;

2. Third Party liability insurance, with a minimum coverage for Rs. 5,00,000/- for the period of Consultancy.

3. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-consultant in accordance with the relevant provisions of the
Applicable Law, as well as, with respect to such Personnel, any life, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage of equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole in part with funds provided under this Contract, (ii) the Consultants’ property used in the performance of the Services, and (iii) any document prepared by the Consultant in the performance of the Services.

3.5 Insurance to be taken by the Consultants

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants’ Action requiring GNCTD’s prior Approval

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

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

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

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

3.10 Equipment and Materials furnished by GNCTD

Equipment and material made available to the Consultants by GNCTD, if any, or purchased by the Consultants shall be the property of GNCTD and shall be marked accordingly. Upon termination expiration of this Contract the Consultants shall make available to GNCTD an inventory of such equipment and materials and shall dispose of such equipments and material in accordance with GNCTD instructions, while in possession of such equipment and material the Consultant unless otherwise instructed by GNCTD in writing shall insure them at the expenses of GNCTD in an amount equal to their full replacement value.

3.11 Performance Bank Guarantee

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

GNCTD shall have the right to encash or invoke the Performance Bank Guarantee in case of failure or default on the part of the Consultant to adhere to its Deliverables in terms of the Contract or any deficiency, defect, inadequacy in the documentation or any other failure on the
part of the consultant which the Consultant fails to rectify or remedy within a reasonable time or as may be instructed by GNCTD.

4. CONSULTANT’S PERSONNEL

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

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

4.3 Approval of Personnel
The key Personnel and Sub-Consultants employed by the Consultant shall be approved by GNCTD.

4.4 Removal and/or Replacement or Personnel

a) Except as GNCTD may otherwise agree, no changes shall be made in the key Personnel. If for any reason beyond the reasonable control of the Consultants it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualification.

b) If GNCTD (I) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (II) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at GNCTD’s written request specifying the grounds therefor, forthwith provide as replacement a person with qualification and experience acceptable to GNCTD.

c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person shall be the Consultants responsibility and the Consultants shall bear all additional costs arising out of or incidental to any removal and/or replacement.
d) The consultant shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of Personnel.

4.5 Location for providing Services

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

5. OBLIGATION OF GNCTD

5.1 Access to Land

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

5.2 Payment

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

6. MODE OF BILLING AND PAYMENT

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

(a) GNCTD shall cause to be paid to the Consultants payments as may become due from time to time. The consultants shall submit the bills to GNCTD at stages as defined in Schedule of Payment. On verifications and approval of the bills of the task for which bills pertain, GNCTD shall release payments to consultant.

(b) GNCTD shall cause the payments to the Consultant periodically as given in the schedule of payment within thirty (30) days after the receipt of bills with supporting documents.
(c) No payment shall become eligible for the next stage till the consultants complete to the satisfaction of the client the work pertaining to the preceding stage.

(d) The final payment shall be payable only after the acceptance of the final report and upon selection of Contractor, as contained in the ToR. The services shall be deemed to have been completed and finally accepted by GNCTD if no deficiencies in such final report/final statement are notified in writing to the consultant by GNCTD within the 90 days from the day of receipt of such final report/ statement. If, within such ninety (90) days period GNCTD gives return notice to the Consultants specifying detailed deficiencies in the service/report, the Consultants shall thereupon promptly make any necessary corrections and upon completion of such corrections resubmit the modified final report. The foregoing process shall be repeated to point out deficiency, if any, by GNCTD within the period of 90 calendar days and the rectified final report/final statement shall be resubmitted by the consultant. Any amount which GNCTD has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provision of this Contract shall be reimbursed by the Consultants to GNCTD with in thirty (30) days after the receipt by the Consultant of notice thereof.

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

(f) On satisfactory completion of this Contract, GNCTD shall on demand refund the security deposit provided it is satisfied that there are no demands outstanding against the Consultant.

7. Responsibility for Accuracy of Project Document

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

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

7.2 Action for Deficiency in Services

7.2.1 Consultants liability towards GNCTD
Consultant shall be liable to indemnify GNCTD for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.2.2 Warning / Debarring
In addition to the penalty as mentioned in para 10, warning may be issued to the erring consultants for minor deficiencies. In case of major deficiencies in the Detailed Project involving time and cost overrun and adverse effect on reputation of GNCTD, other penal action including debarring for certain period may also be initiated as per policy of GNCTD.

8. Fairness And Good Faith

8.1 Good faith

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

8.2 Operation of the Contract

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

9. **DISPUTE SETTLEMENT**

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

(a) **Amicable Settlement:** At the first instance the Parties shall try and amicably resolve the disputes between the Parties. In this behalf the Secretary & Commissioner, Department of Transport, GNCTD or any authorized representative and the Managing Director or the equivalent head of the Consultant’s organization shall, within 15 days from the receipt of notice of intention to commence Arbitration, meet to resolve the issues in dispute amicably. If the Parties fail to amicably resolve the disputes within 30 days from the date of commencement of amicable settlement the aggrieved Party may refer the matter to Arbitration.

(b) **Arbitration:** The procedure for arbitration will be as follows:

i) In case of dispute or difference arising between the Parties relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of sole arbitrator to be mutually appointed by the Parties.

ii) Arbitration proceedings shall be held at Delhi, India and the language shall be English

The decision of the arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings, as determined by the arbitral tribunal, shall be borne equally by both parties.
Notwithstanding any such Arbitration, the Parties shall continue to perform its obligations under the contract during the pendency of Arbitration and payment due to the Consultant by GNCTD shall not be withheld, unless they are the subject matter of the arbitration proceedings.

9.3 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Indian Arbitration & Conciliation Act 1996, and the Courts at Delhi shall have exclusive jurisdiction.

SECTION 7
FORM OF PERFORMANCE BANK GUARANTEE
FORM OF PERFORMANCE BANK GUARANTEE

In consideration of Government of National Capital Territory of Delhi (hereinafter Called the GNCTD) having agreed to award the consultancy work to M/S ____________________________________________ (hereinafter called the Consultants) on production of Bank Guarantee for Rs. ________________ (Rs. __________________) against order No. ______________________________________ dated _______;

And whereas the Letter of Intent and the Letter of Award has been issued and accepted by the Parties, the Parties now intend to formally enter into an Agreement pursuant to the submission of this Performance Bank Guarantee (PBG) for the "Consultancy Services for Implementation of Automatic Fare Collection System in Delhi" on the terms and conditions contained in the said agreement and which have been mutually agreed upon by the parties thereto.

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

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

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

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

Notwithstanding anything contained here in above our liability under this guarantee is restricted to Rs .................................................. (Rs. ..............................................................)
Our guarantee shall remain in full force and effect until ..................................................

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

Date .........................

For and behalf of
..............................................................................
..............................................................................
..............................................................................
..............................................................................
SECTION 8
POWER OF ATTORNEY FOR SIGNING OF BID
Request for Proposal (RFP)
Consultancy for Automatic Fare Collection System in Delhi

Power of Attorney for Signing of Bid

Know all men by these presents, we _______________________________ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms ____________________________ son/daughter/wife of ____________________________ and presently residing at ________________________________, who is presently employed with us/the Lead Member of our Consortium and holding the position of ________________________________, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our submission of our bid for the ________________________________ Project, including but not limited to, signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to GNCTD, representing us in all matters before GNCTD, signing and execution of all contracts including the Consultancy Contract and undertakings consequent to acceptance of our bids, and generally dealing with the GNCTD in all matters in connection with or relating to or arising out of our bid for the said Project.

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

IN WITNESS WHEREOF WE, …………………………., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……… Day of ………..

For ………………………….. (Signature)
(Name, Title and Address)

Witnesses:
1. 
2. 

Accepted
………………………….. Signature)
(Name, Title and Address of the Attorney)

Notes:
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.

2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.
SECTION 9
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
Power of Attorney for Lead Member of Consortium

Whereas, the Government of National Capital Territory of Delhi. (“GNCTD”) has invited bids from interested parties for the _________________________________ (the “Project”).

Whereas, M/s. ____________________________ having our registered office at ___________________, M/s. ____________________________ having our registered office at ___________________, and M/s. ____________________________ having our registered office at ___________________, (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ____________________________ having its registered office at ____________________________, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Consultancy Contract, during the execution of the Services and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with the GNCTD, and/or any other Government Agency and hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …………………. DAY OF ……….2009
For ……………… (Signature)
………………… (Name & Title)

For …………………(Signature)
………………… (Name & Title)

For ………………….. (Signature)
………………… (Name & Title)

Witnesses:
1.
2.

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

Notes:
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.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.
SECTION 10
FORM OF BID SECURITY
PROFORMA OF BANK GUARANTEE FOR BID SECURITY
(ON ISSUING BANK’S LETTERHEAD)

To,

The Secretary and Commissioner,
Transport Department,
Govt. of NCT of Delhi,
5/9, Under Hill Road
Delhi – 110 054

RFP No. __________ Date of Opening: _________

1. KNOW ALL MEN by these presents that we _____________________ of _____________________ (Name of Bank) having our registered office at _____________________ (hereinafter called “the Guarantor”) are bound unto __________ __________________________ (hereinafter called “Transport Department”) in the sum of ___________ for which payment will and truly to be made to Transport Department, the Guarantor binds itself, its successors and assigns by these presents.

2. WHEREAS ___________ (NAME OF BIDDER) (hereinafter called “the Bidder”) has submitted its Bid dated _________ against GNCTD’s RFP No. __________, due on _________ (Last Date of Submission) hereinafter called “the Bid”.

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of ________________________________, in accordance with Clause 7, Section IV of the RFP.

AND WHEREAS the said Bank Guarantee, as Earnest Money Deposit, has to be provided as a guarantee for the Bidder to fulfil all its obligations including signing the Consultancy Agreement and submission of Performance Bank Guarantee.

AND WHEREAS _________________ (Name of Guarantor) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.
3. We further agree as follows:

(a) That Transport Department may, without affecting this guarantee, grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between Transport Department and the Bidder.

(b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our bank or in the constitution of the Bidder.

(c) That this guarantee commences from the date hereof and shall remain in force till:
   i) the Bidder, in case its Bid is accepted by Transport Department, executes the Consultancy Agreement and furnishes the Performance Bank Guarantee as per the provisions of the RFP Document, or
   ii) Thirty days after the date of validity or the extended date of validity of the Bid, as the case may be.

(e) That the expression ‘the Bidder’ and ‘the Guarantor’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS of this obligation are:

(a) if the Bidder withdraws its Bid during the period of Bid Validity specified in the Bid, or

(b) if the Bidder does not accept the correction/s of its Price Bid.

(c) if the Bidder having been notified of the acceptance of its Bid by Transport Department during the period of Bid validity:
   i) fails or refuses to furnish the Performance Securities in accordance with Instructions to Bidders, and/or
   ii) fails or refuses to enter into the Contracts within the time limit specified in the Letter of Acceptance/Instructions to Bidders or any extension thereof as may be decided by Transport Department, and/or
iii) fails in any manner whatsoever to perform any act or do anything as may be required of Bidder in terms of Instructions to Bidders and/or Letter of Acceptance.

We hereby undertake to unconditionally and irrevocably, without demur or any further requirement, forthwith pay to Transport Department at Delhi the above amount upon receipt of Transport Department, first written demand, without Transport Department having to substantiate its demand provided, however, that such written demand will note that the amount claimed by Transport Department is due to Transport Department as a result of occurrence of the condition(s) in Clause-4 of this Guarantee.

SIGNATURE OF __________________
AUTHORISED OFFICIAL OF THE GUARANTOR BANK

SIGNATURE OF THE WITNESS                                   NAME OF OFFICIAL ______________
________________________________________________________
DESIGNATION ______________

NAME OF THE WITNESS

________________________________________________________

ADDRESS OF THE WITNESS

________________________________________________________