

REQUEST FOR PROPOSAL (RFP) FOR

**SELECTION OF SERVICE PROVIDER BANK FOR COLLECTION OF
CASH/CHEQUES/PAYORDERS FROM NDMC COLLECTION CENTRES AND
DISBURSEMENT OF VARIOUS PAYMENTS OF NDMC THROUGH ELECTRONIC
MODE**



NEW DELHI MUNICIPAL COUNCIL

RFP No. 2/e-fin/2017-18

**DIRECTOR (ACCOUNTS)
6TH FLOOR, PALIKA KENDRA
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SECTION-I

1. SELECTION OF SERVICE PROVIDER BANK FOR COLLECTION OF CASH/CHEQUES/PAYORDERS FROM NDMC COLLECTION CENTRES AND DISBURSEMENT OF VARIOUS PAYMENTS OF NDMC THROUGH ELECTRONIC MODE

1.1 Disclaimer

The information contained in this Request for Proposal document ("**RFP Document**") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of New Delhi Municipal Council (hereafter referred to as "NDMC") or any of its employees or advisors, is provided to the Bidder (s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Bidders. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Bidder/Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the NDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The NDMC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

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

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

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

The NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the NDMC is bound to select an Bidder or to appoint the selected Bidder or Service Provider, as the case may be, for the Project and the NDMC reserves the right to reject all or any of the Bid without assigning any reason whatsoever.

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

SECTION-II

2. ABBREVIATIONS

- C.R. Cash Receipt
- DD Demand Draft
- ECS Electronic Clearing System
- EFT Electronic Fund Transfer.
- EMD Earnest Money Deposits.
- EOI Expression of Interest
- L.O.I. Letter Of Intent
- NDMC New Delhi Municipal Council
- RFP Request for Proposal
- PO Pay Order

SECTION-III

3. DEFINITION:

3.1. Anti-Collusion Certificate

"Anti-Collusion Certificate" shall mean the certificate that is to be issued by the bidder as per the format given Annexure-III of Section 10 of this RFP Document.

3.2. Authorized Representative

Any person Who has been authorized on behalf of the prospective bidder of anyone to whom such powers have been delegated by the authorized person.

3.3. Bid Document

“Bid Document” shall mean any document issued by NDMC as part of this Bid Process.

3.4. Bidder(s)

Bidder(s) shall mean Bidding Bank that has submitted a Detailed Technical and Financial Proposal in response to this RFP Document.

3.5 Bid Validity Period:

"Bid Validity Period" shall mean the period stipulated in Clause 6.5 at S.No. 3 of this RFP Document, for which the Proposal submitted is valid.

3.6. Document :

"Document" shall mean this RFP Document

3.7. Earnest Money Deposit

"Earnest Money Deposit" shall have the same meaning as referred in clause 6.5 at S.No. 1 of this Document.

3.8. Float

The Float if any, would be in terms of number of NDMC's official working days.

3.9. Letter of Award (L.O.A)

"Letter of Award" shall mean the letter issued by New Delhi Municipal Council to the Successful Bidder expressing its intent to appoint the successful bidder as Service Provider Bank.

3.10. NDMC

"NDMC" shall mean the New Delhi Municipal Council

3.11. Next Day

"Next Day" shall mean the immediately succeeding working day.

3.12. Proposal

"Proposal" shall mean the Detailed Technical cum Financial Proposal to be submitted by the Bidders in response to this 'Request for Proposal'. (RFP)

3.13. Last Date for submission/up-loading of Proposal

"Last Date" for submission of proposal shall have the same meaning as referred to in clause 6.4 at S.No- 6 of this Document.

3.14. Prospective Bidder

Any Bank which has purchased this bid document with the intention to submit technical and financial quotation in response to this RFP.

3.15. Responsiveness / Non-Responsive

"Responsiveness / Non Responsive" shall mean as referred to in Clause 7.2 of Section 7 of this Document.

3.16. Request for Proposal (RFP)

"Request for Proposal" shall mean this document inviting the submission of Detailed Technical cum Financial Proposal" for selection of service provider(s) for collection, money transfer & other allied services for New Delhi Municipal Council.

3.17. Selection Process

"Selection Process" shall have the same Meaning as the 'Bid Process'.

3.18. Successful Bidder / Selected Bank:

"Successful Bidder" shall mean Technically Shortlisted Responsive Bidder whose Financial Bid is found to be lowest.

3.19. Working Day:

Working day means working day as per the Calendar of NDMC.

SECTION-IV

4. BACKGROUND OF NDMC & OVERVIEW

4.1 About New Delhi Municipal Council (NDMC)

NDMC is one of the five Urban Local Bodies in National Capital Territory (NCT) of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25 March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. It is governed by a 13 member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, and the Members of New Delhi and Delhi Cantonment Legislative Assembly Constituency.

NDMC consists of nearly 3% of the area and 2.5 Lakh of the resident population of NCT of Delhi. However, an estimated 16-20 Lakh floating population in daytime poses challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi and important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and the Embassy area. The strategic geo-political location of NDMC and its history is of great significance and hence the efficient functioning of the municipal body is of utmost importance locally and nationally.

4.2 NDMC's key responsibilities are:-

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health
- Maintenance of public parks, gardens or recreational centres

NDMC is one of the few local bodies in the country, which is financial self-reliant. It is also a distribution company for water and electricity and its municipal solid waste is 100% scientifically disposed of.

4.3 NDMC's TRANSFORMATION INTO A SMART CITY

NDMC has been one of the first cities to initiate Smart City projects which inter-alia include city-wide Wi-Fi services in the Connaught Place and Khan Market area, Multi-tier automatic parking system at Sarojini Nagar and Baba Kharak Singh Marg, a multi utility (Service corridor) duct of about 1.2 km in the Connaught Place area and e-governance initiatives such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth and death, electricity water connections. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the 20 Smart Cities under the Smart City Mission.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. NDMC Vision for Smart City is thus:

“To be the Global Benchmark for a Capital City”

4.4 Background

The New Delhi Municipal Council (NDMC) is responsible for providing civic amenities including water and electricity to the citizens of New Delhi area (approximately 42.74 square kilometers) and receives annual revenues to the tune of about Rs. 1000 Crores from individual citizens as well as institutions and commercial establishments located within NDMC area. The various payments it receives are as follows: -

- I. Electricity Bills
2. Water Bills
3. Property Tax
4. Licence Fees (Rent for shops, Commercial units, Lease rental from Hotels etc.)

5. Tahbazari (payment received from vendors against the right to peddle their wares of public property).
6. Fines (Illegal parking fines, Fines, for encroachment, Fines for throwing garbage on public property etc.)
7. Earnest Money/ Security Deposit by tenderers for contracts and, supplies to NDMC.
8. Payments related to the auctions held by NDMC to dispose off impounded Property or obsolete assets viz, stores, office equipment and furniture & fixtures etc.
9. Various types of Fees such as Parking Fees, Building Plan Approval Fee, Yellow Fever Vaccination Application Fee
10. Various User charges.

At present, NDMC takes all its collections under the heads mentioned above through its existing ten collection centers, which are manned by the employees of NDMC.

NDMC accepts cash at these collections Centres upto the amount of Rs. 4000/-. Daily Cash Receipts of all the Cash Collection Centres is ranging between Rs.4 Lakh to Rs. 5 Lakh.

4.5.1 The periodicities of various types of bills raised by the NDMC are as under:

S.No.	Nature of Bill	Periodicity
1.	Electricity Bill	Monthly.
2.	Water Bill	Bi-monthly
3.	License fee	Monthly
4.	Property Tax	Annual
5.	Fines and Fees	As and when levied.
6.	Tehbazari	Monthly.
7.	Parking Fees	Daily

NDMC does not ordinarily accept part-payments in its collection center. In case the required approval has been taken to enable the consumer to pay the dues in installments or make a partial

payment in full and final settlement then the department from where the approval has been taken prepares a specific challan for the new/revised amount which can be submitted alongwith the part-payment at any collection Center.

4.5.2 The periodicities of various types of disbursements to be made on behalf of NDMC are as under:

S.No.	Nature of Payments/disbursement	Periodicity
1. a)	Salary	Monthly.
b)	Arrear of Salary	On an average 4-5 times a month.
2. a)	Pension	Monthly
b)	Pension arrears	On an average 1-2 times a month.
3.	Vendor Payments	Daily. Occasionally twice a day.
4.	Medical Bills of Pensioners	4-5 times a month.
5.	Wages of Workers	2-3 times a month.

Note: The above list is only tentative and all other payments as may be directed by NDMC will also be disbursed by the Service Provider Bank through e-payment mode as elaborated in the scope of work.

SECTION-V

5.0 Scope of the work:

SCOPE OF WORK:

Collection of all NDMC dues by Service Provider Bank.

5.1 Collection of Cash/DD/PO from NDMC collection centers

5.1.1. That the Service Provider Bank will expeditiously arrange to collect Cash/Cheques from NDMC 10 (Ten) Collection Centers (being manned by NDMC employees) through their own arrangements/employees or through a Security Agency as per the requirement of NDMC. The locations of 10 (Ten) collection centers are enclosed as **Annexure-X** to this Agreement. Addition/deletion and alteration to this list of collection centers may be done mutually which will also form a part of this agreement. The authorized officer of NDMC will certify all such additions/deletions and alterations in the list of collection centers.

5.1.2 Process Flow for Cash Pick-up and Delivery Services

- 5.1.2.1 Service Provider Bank will ensure pick up of Cash and Cheques/ Drafts / Pay Orders on a daily basis from 10 (Ten) Collection Centers of NDMC as per the instructions of the NDMC.
- 5.1.2.2 The Service Provider Bank will provide to the NDMC, copy of Identity Cards issued by them to their employees who will be entrusted the task of carrying out the cash pick-up service.
- 5.1.2.3 Service Provider Bank will provide the photocopy of the ID cards, duly attested by their authorized officer, to NDMC to ensure proper identification of the personnel carrying out the cash pick-up.
- 5.1.2.4 NDMC shall identify the Service Provider personnel after verifying their ID card and matching it with the photocopy made available to them (NDMC).
- 5.1.2.5 The Service Provider Bank will get the Identity of the employees/security staff deployed for cash/cheque collection of NDMC from the Police Authorities and proof thereof will be furnished to NDMC alongwith forwarding letter issued under the signatures of authorized officer of Service Provider Bank.
- 5.1.2.6 Authorized officials of the above Collection Centers will keep the cash and instruments ready at the pre-decided time, along with necessary reports duly filled in and hand over the same to the authorized representative of the Service Provider Bank .

- 5.1.2.7 The authorized official of the collection Centers shall keep the entire cash ready by the pre-decided time, duly bundled in packets of 100 each denomination-wise slips duly stamped and signed with date.
- 5.1.2.8 On proper identification, the authorized official of NDMC shall hand over the cash to the Service Provider authorized representative. The Service Provider authorized representative will count the cash and give acknowledgement for the cash received.
- 5.1.2.9 The Service Provider Bank authorized person will collect the deposit slips duly filled up by the Customer in triplicate with details of denomination and deliver the slip to the Service Provider Bank along with the relative cash.
- 5.1.2.10 In exchange, the Service Provider authorized person will issue a temporary receipt for the amount picked-up. The temporary receipt will specify the number of packets of each denomination received and the actual amount in loose currency received by the Service provider authorized person.
- 5.1.2.11 The Service Provider Bank shall return duly stamped and signed one copy of the prescribed Service Provider Bank's deposit slip to the NDMC collection center on the next day and retain one copy for their own records.
- 5.1.2.12 The Service Provider Bank shall afford credit to the NDMC's account through RTGS for the value of cash received from the Collection Centers on T+1 basis where T denotes the day of receipt of funds/dues from NDMC by the service provider Bank. In the event of delay the bank shall pay an interest equivalent to Base Rate of Bank on that date for the period of delay.
- 5.1.2.13 There shall not be any collection on holidays and beyond Service Provider Banking hours.
- 5.1.2.14 The Service Provider Bank will prepare a timetable for collection from each Collection Centers indicating the approximate time when the nominated and authorized officials of the Service Provider Bank will visit the Collection Centers location as per schedule annexed here with.
- 5.1.2.15 NDMC will ensure that the Collection Centers Officials are ready with the cash and instruments, along with the necessary reports so that minimum time is required by the teams at each Collection Center for receipt & acknowledgement of Cash and Cheques.
- 5.1.2.16 The Service Provider Bank will arrange secured transport of such collections of Cash/Cheques to the Dealing branch at their sole risk and responsibility. NDMC will not be responsible for any eventuality whatsoever and the Service Provider Bank will make good any such loss to the NDMC without demur.
- 5.2 The Service Provider Bank will transfer the collections received from all the Collection Centers on T+1 basis through RTGS where T denotes the day of realization of funds in

case of Cheques/Drafts/Pay Orders. In the event of delay the bank shall pay an interest equivalent to Base Rate of Bank on that date for the period of delay.

Note: Outstation Cheques will be outside the purview of the above arrangements and will be dealt accordingly and as per the guidelines of RBI.

- 5.3 Cheques collected by the Service Provider Bank, which could not be encashed and amount credited to the NDMC Account due to technical or any other reason, will be re-logged by the Service Provider Bank to ensure the amount due is credited to the NDMC account at the earliest as per provisions of clause 5.2. The instruments (Cheques) which are not honoured by the concerned Banks should at the earliest be returned to the NDMC with slip showing the reasons for dishonor, so that the Notice as provided under section 138 of **negotiable instruments act**, 1881 could be issued to the defaulting party for taking recovery action as per the law.
- 5.4 Service Provider Bank will provide the services of collection of Cash/ Cheques from the Collection Centers to NDMC at charges as provided in the Letter of Award issued by the competent officer of NDMC.
- 5.5 Service Provider Bank will provide the prescribed MIS reports for the cash/cheques picked up and amount credited to NDMC account on day to day basis both as hard and soft copy as per the prescribed time fixed by the NDMC in the format as per **Annexure-IV** or in the format as per the requirement of NDMC .
- 5.6 Notwithstanding the above, NDMC will have the full right to ask for such additional information as deemed necessary by NDMC from the Service Provider Bank in respect of the revenue collections.
- 5.7 Disbursement of Salary, Pension, Workers Wages, Vendor Payments, Medical Bills etc. of NDMC Employees, Pensioners, Vendors etc.**
- 5.7.1 Service Provider Bank shall provide payment disbursement services of the Salary, Pension, Workers Wages, Vendor Payments, Medical Bills etc. to Employees, Pensioners and Vendors of NDMC on such occasions, time and frequency as per the requirements and directions of NDMC for which the list of beneficiaries will be provided by the office of NDMC. Such payments/disbursement to the beneficiaries will be made by the Service Provider Bank using the following modes:
- > Direct credit
 - > National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS)
 - > Remote Payout
 - > Demand Draft
 - > any other progressive/improved e-payment mode developed during the currency of the contract.

- 5.7.2 NDMC will provide funds to Service Provider Bank at New Delhi through RTGS/NEFT for the total amount to be paid/disbursed to the beneficiaries **along with the list of beneficiaries** on the date of settlement.
- 5.7.3 Disbursement of the Salary, Pension, Workers Wages, Vendor Payments, Medical Bills etc. on behalf of NDMC shall have to be undertaken by the Service Provider as per the requirements and directions of NDMC.
- 5.7.4 Upon receipt of funds from NDMC, the Service Provider Bank will initiate the process of crediting the beneficiaries through any of the following applicable modes, as per the instructions and requirements of the NDMC.

Direct Credit

Payment through this mode will be effected in the accounts of such beneficiaries who would be having a Service Provider Bank account with Service Provider Bank branch located anywhere in India. This crediting will be done on Day 0 (Day 0 being defined as the day on which clear funds will be made available to the Service Provider Bank).

Real Time Gross Settlement (RTGS)

Under RTGS, payments will be effected in the accounts of such beneficiaries on Day 1, who would be having their accounts with any Bank Branch in India subject to the condition that the beneficiary's Bank Branch is RTGS enabled. However, in case of urgent payments, if so, desired by the NDMC, the funds will be credited to the account of the beneficiaries on the same day on which funds are made available to the Service Provider Bank.

National Electronic Fund Transfer (NEFT)

Payments through this mode will be effected in the accounts of beneficiaries who would be having their accounts with any Bank Branch in India subject to the condition that the beneficiary's Bank Branch is NEFT enabled. The payment through this mode will be effected on Day 1. However, in case of urgent payments, if so, desired by the NDMC, the funds will be credited to the account of the beneficiaries on the same day on which funds are made available to the Service Provider Bank.

Electronic Clearing Service (ECS)

Payment under this mode, if so desired by the NDMC in exceptional circumstances, will be done as per the process flow prescribed by RBI for effecting credits through ECS. NDMC shall provide the list of beneficiaries along with the relevant details at least 5 working days in advance to enable Service Provider Bank to run the file on the designated payment date.

Remote payout

Under Remote pay-out, local pay orders at places where Service Provider Bank Branch exists would be issued in favour of the beneficiaries. The Pay Orders will be delivered to the beneficiary through courier.

Demand Draft

Payment through this mode would be effected in respect of beneficiaries who would be having their Bank Accounts with any other Bank at places where Service Provider Bank branches or NEFT/RTGS facility does not exist. This will be done by issue of Demand Drafts through local Bank with whom our Service Provider Bank has a tie up. The drafts can be sent directly by the Service Provider Bank through courier to the office/residence of beneficiaries at these places on Day 2/3. No charges whatsoever will be levied by Service Provider Bank Ltd. for issuing demand drafts or for delivering the same to the beneficiaries.

SECTION-VI

6. Information And Instructions To Bidders

6. INVITATION FOR PROPOSAL

6.1 SELECTION OF SERVICE PROVIDER BANK FOR COLLECTION OF CASH/CHEQUES/PAYORDERS FROM NDMC COLLECTION CENTRES AND DISBURSEMENT OF VARIOUS PAYMENTS OF NDMC THROUGH ELECTRONIC MODE

6.1.1 Non-Discriminatory and Transparent Bidding Proceedings

NDMC will ensure that the rules for the Bid Process are applied, in a non-discriminatory, transparent and objective manner. NDMC will not provide to any Bidder information with regard to the Bidding Process, which may have the effect of restricting competition.

6.1.2 Prohibition against Collusion with other Bidder

Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which, has been arrived at, through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder's EMD shall be forfeited. The format of the anti-collusion certificate has been given Annexure-III.

6.1.3 Inducements

Any effort by a Bidder to influence processing of Bids or award decision by NDMC, or any officer, agent or Advisor thereof may result in the rejection of such Bidder's Bid. In such a rejection of Bid, the Bidder's EMD shall be forfeited.

6.1.4 Contract Period

The initial contract period of services as per this RFP would be for three years, extendable thereafter on year to year basis upto maximum period of 5 (Five) Years at the sole discretion of the NDMC, subject to satisfactory performance of the contract by the Service Provider Bank as per the terms and conditions of the Agreement.

6.2 NDMC hereby invites online bids for Selection of a Service Provider Bank for collection of Cash/Cheques from NDMC Centres and Disbursement of its various Payments through e-payment mode. Broadly the scope of the services

to be provided by the Service Provider includes for collection of Cash/Cheques and other instruments

6.3 The RFP document can be downloaded from the NDMC's website www.ndmc.gov.in and the e. procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in>. The Bidder is required to deposit a Demand Draft/Banker's Cheque of Rs. 5,000/- (Rupees Ten Thousand only) drawn in favour of "Secretary NDMC" payable at Delhi/New Delhi at the following address and scan copy of acknowledgement thereof of the authorised person of the NDMC is to be up-loaded with the Technical Bid, while submitting the bid:

Office of Director (Accounts)
New Delhi Municipal Council
6th Floor, Palika Kendra,
Sansad Marg, New Delhi 110001
Telephone No. 011-23742694
e.mail address: director.accounts@ndmc.gov.in

6.4 NOTICE INVITING BID & BID DATA SHEET:

S. No.	Information	Details
1.	Date of Issue of Notice Inviting Bid.	08-08-2017
2.	Sale of Tender Document	Tender document can be downloaded from the NDMC Website www.ndmc.gov.in and e. procurement Website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in from 08-08-2017 to 23-08-2017 (upto 15.00 hrs.). Cost of Tender Document Non-refundable Rs. Five Thousand only (Rs. 5,000/-) shall be acceptable in the form of Demand Draft / banker's Cheque in favour of "Secretary, NDMC" payable at New Delhi (To be delivered physically in the office of Director (Accounts), 6 th Floor, Palika Kendra, Sansad Marg, New Delhi-110001 and acknowledgment thereof to be up-loaded on the e. procurement website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in alongwith Technical Bid).
3.	Date, Time and Place of Pre-Bid	On 17-08-2017 at 11:00 hrs at Council

	conference	Room, 3 rd Floor, NDMC, Palika Kendra, New Delhi-110001.
4.	Last date to send requests for clarifications/additional information.	17-08-2017 (till 16:00 hrs), should be invariably e-mailed to: director.accounts@ndmc.gov.in after pre-bid meeting upto 4.00 P.M. on 17-08-2017 or presented both as hard and soft copy during pre-bid meeting in the prescribed Annexure VI attached with RFP.
5.	Release of response to clarifications would be available at	17-08-2017 www.ndmc.gov.in and e. procurement Website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in
6.	Last date and time for submission /up-loading the bids on the e. procurement Website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in (Bid Due Date)	23-08-2017 till 04.00 P.M.
7.	Technical Bid Opening Date & Time	23-08-2017 at 04:30 P.M.
8.	Financial Bid Opening Date & Time	To be informed
9.	Address for communication and Place of Opening of Financial Bids.	Office of Director (Accounts), 6 th Floor, Palika Kendra, Sansad Marg, New Delhi-110001.

6.5 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD)	Rs. 5.00 Lakhs (Rupees Five Lakh Only)
2.	RFP/Tender Document Fee	Rs. 5,000 (Rupees Five Thousand Only) (Non-Refundable).
3.	Bid Validity Period	One-hundred-and-eighty days (180) from the date of opening of Technical Bids.
4.	Criteria for evaluation of Financial Bid and Selection of Service	Bidder who fulfills the pre-qualification and technical evaluation criteria and

	Provider.	whose Financial Bid has the lowest quotes rates.
5.	Last date for furnishing Performance Bank Guarantee to NDMC (By selected Service Provider)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
6.	Performance Bank Guarantee	Rs. 25 Lakh (Rupees Twenty Five Lakh Only). To be furnished as per Format of Annexure VII.
7.	Performance Bank Guarantee (PBG) validity period	PBG shall be valid till for 180 days beyond the term of the agreement period of 3 (Three) years including Extension Period (if any).
8.	Last date for signing the Agreement	21 days from the date of issue of Letter of Award.
9.	Period of Contract	The period of Contract shall be 3 (Three) years from the date of issuance of letter of Award, extendable thereafter on year to year basis upto maximum period of 5 (Five) Years at the sole discretion of the NDMC, subject to satisfactory performance of the contract by the Service Provider Bank as per the terms and conditions of the Agreement.
10.	Draft Contract Service Provider Agreement	Being up-loaded separately. Prospective Bidders are requested to go through the Contract Agreement. The Contract Agreement is not required to be up-loaded with the Bid. However, successful Bidder shall have to enter/sign/execute this Contract Agreement

6.6 Instructions to the Bidders:

6.6 The following shall be noted by the Bidders:

6.6.1 All subsequent notifications, changes and amendments will be uploaded on the NDMC's website (www.ndmc.gov.in) and on the e-procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in>.

6.6.2 Bidders are advised to study this RFP document carefully prior to submitting their bids/proposals in response to the RFP document. Submission of a proposal in response to this notice shall be deemed to have been done after a careful study and examination of this RFP document with full understanding of its terms, conditions, implications and after assessment of the contract viability by Site Visit.

6.6.3 The Bidder shall prepare and submit its offer as per instructions given under this Section.

6.6.4 The Financial Offer of the Bidder shall be quoted in the format as per Section IX.

6.6.5 The bids (comprising of Technical & Financial Bids) shall be uploaded by the Bidders on the e-procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> well before due date and time.

6.6.6 While every effort has been made to provide comprehensive and accurate background information, requirements of the services to be provided by the Service Provider Bank, Bidders must form their own conclusions about the services and systems needs to meet the requirements.

6.6.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed or on behalf of the Nodal Authority or his authorized officer of the Public Partner (NDMC). Any notification to successful Bidder (including issue of a Letter of Acceptance) by NDMC shall not give rise to any enforceable rights by the Bidder. NDMC may cancel this Public Procurement at any time prior to a formal written Service Provider Agreement being executed by or on behalf of NDMC.

6.6.8 NDMC may terminate the RFP process at any time and without assigning any reason. NDMC makes no commitments, express or implied that this process will result in a Contract for the Project with anyone.

6.6.9 This RFP does not constitute an offer by the NDMC that bidder's participation in this process may result in selection of the Bidder towards execution of the Contract.

6.7 Pre-Bid Meeting

- 6.7.1 Pre-Bid Meeting will be convened at the designated date as mentioned in Clause 6.4 at S. No. 4 at a time and place specified by the NDMC.
- 6.7.2 During the course of Pre-Bid Conference(s), the Bidders/intended Bidders may seek clarifications and make suggestions for consideration of the NDMC.
- 6.7.3 The NDMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 6.7.4 All enquiries/clarifications from the intended Bidders relating to this RFP document must be submitted to NDMC before the deadline mentioned in RFP document (NOTICE INVITING BID & BID DATA SHEET – Clause 6.4). These queries should invariably be sent through email to director.accounts@ndmc.gov.in in the format as added as Annexure VI to RFP.

6.8 Clarifications

- 6.8.1 The NDMC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the NDMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the NDMC to respond to any question or to provide any clarification.
- 6.8.2 The NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through its website as well as through e.procurement website of Govt. of NCT of Delhi. All clarifications, interpretations, corrigendum/addendum issued by the NDMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on the NDMC.

6.9 Modification in the RFP Document

- 6.9.1 At any time prior to the Bid Due Date, the NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/Corrigendum.
- 6.9.2 Any Corrigendum/Addendum /clarification issued hereunder will be in writing and will be published on the NDMC's website (www.ndmc.gov.in) and Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> to make it accessible to all Bidders, and shall be deemed to be a part of this RFP document.
- 6.9.3 In order to afford the Bidders a reasonable time for taking the Corrigendum /Addendum into account, or for any other reason, the NDMC may, in its sole discretion, extend the Bid Due Date.

6.10 Earnest Money Deposit (EMD)

- 6.10.1 The Bidder shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 5.00 Lakhs (Rs. Five Lakhs only) in the form of Demand Draft/ Pay Order/ Bankers Cheque/ FDR/ TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi, which shall be delivered in the Office of **the Director (Accounts), Accounts Department, NDMC, Room No. 6011, 6th Floor, New Delhi Municipal Council, Palika Kendra, New Delhi - 110001**, physically before submitting the Bid and the scan copy of the acknowledgement(ANNEXURE-XI) thereof alongwith acknowledgement of the Bid/Tender Cost issued by the competent official(s) of the Office of the Director (Accounts), 6TH Floor, Palika Kendra, Sansad Marg, New Delhi-110001 shall be up-loaded on the e. procurement website <https://govtprocurement.delhi.gov.in> of Govt. of NCT of Delhi alongwith PQ/Technical Bid.
- 6.10.2 The NDMC shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

- 6.10.3 It may be noted that no bidding entity is exempt from deposit of EMD. Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the NDMC as non-responsive.
- 6.10.4 The Earnest Money Deposit of unsuccessful Bidders will be returned by the NDMC, without any interest, after award of the work to the Successful Bidder.
- 6.10.5 The successful Bidder/ Service Provider EMD will be returned, without any interest, upon the Service Provider signing the Service Provider Agreement after furnishing the Performance Security in accordance with the provisions thereof in the RFP.
- 6.10.5 The NDMC shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in Clause 6.10.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the NDMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP document. No relaxation of any kind on EMD shall be given to any Bidder.
- 6.10.7 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or under the Service Provider Agreement, or otherwise, if-
- (a) the Bidder submits a non-responsive Bid;
 - (b) the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (c) the Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Bidder(s) and the NDMC;
 - (d) the Bidder fails within the specified time limit -
 - (i) to sign and return the duplicate copy of Letter of Intent; or
 - (ii) to sign the Service Provider Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed there for in the Service Provider Agreement.

In such an event, the decision of the NDMC regarding forfeiture of the EMD shall be final and binding upon Bidders.

- 6.10.8 Bidders should mention the beneficiary account details for EMD refund in the Earnest Money Deposit Form as required for Refund. The beneficiary account provided for EMD refund should remain active for

successful EMD refund. The earnest money deposit of unsuccessful Bidders will be refunded either through RTGS/NEFT mode or the Demand Draft/Banker's Cheque deposited by them at the time of submitting Bid will be returned to them with suitable endorsement. Bidder should submit scanned copy of cancelled cheque of the beneficiary account for EMD refund.

6.10.9 Any Bidder shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the NDMC in relation to the Service Provider Contract is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Contract during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the Service Provider Agreement. In the event any such adviser is engaged by the Bidder or Service Provider, as the case may be, after issue of the incidental to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the Service Provider Agreement and without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the NDMC may have there under or otherwise, the Letter of Acceptance or the Service Provider Agreement, as the case may be, shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the Bidder or Service Provider for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Service Provider, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.

6.10.10. In case of forfeiture of EMD as prescribed in as above, the Bidder shall not be allowed to participate in the rebidding process of the same project.

6.11 PREPARATION AND SUBMISSION OF BIDS

6.11 ONLINE PROPOSAL/ BID SUBMISSION

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

6.11.2 The mode of tender is online and shall be two bid/stage system:

a. Technical bid

b. Financial Bid

The bidder has to technically qualify in terms of the Basic minimum eligibility criteria for which the prescribed documents as detailed Clause 6.3.1. of this RFP are required to be uploaded and to be produced if demanded. The bidders who technically qualify will only be eligible for financial bid opening.

The Contract shall be awarded to the Bidder whose Financial Bid is the lowest.

6.11.3 The Bidder shall submit the proposals online separately for a) and b) as described below on the e-procurement portal of Govt. of NCT of Delhi **www.govtprocurement.delhi.gov.in** :

a. **Pre-qualification and Technical Bid/ Proposal**–Scanned copy of the prescribed documents as detailed in Clause 6.3. of this RFP in PDF file format are to be positively up-loaded, signed on each page &, with file name clearly mentioning: “**PQ and Tech bid for SELECTION OF SERVICE PROVIDER BANK FOR COLLECTION OF CASH/CHEQUES/PAYORDERS FROM NDMC COLLECTION CENTRES AND DISBURSEMENT OF VARIOUS PAYMENTS OF NDMC THROUGH ELECTRONIC MODE**” **-submit on line only separately.**

b. **Financial Proposal/Price bid** –*submit online separately.*

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

6.11.4. Upon selection, the Bidder shall be required to enter into a Service Provider Agreement with NDMC. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

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

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

6.11.7 Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by NDMC through the Selection Process specified in this RFP document. Bidders

shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NDMC's decisions are without any right of appeal whatsoever.

6.12 PROCESS OF SUBMISSION OF BID DOCUMENTS

6.12.1 Bidders shall submit the technical/pre-qualification bid online at <https://govtprocurement.delhi.gov.in> on or before tender due date/last date of bid submission. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.

6.12.2. The Technical bid shall not include any financial information relating to the Financial Tender. In case financial bid is given with technical bid documents it shall be summarily rejected.

6.12.3 The Bidder shall provide all the information sought under this tender document, NDMC would evaluate only those Tenders that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The tenders shall be submitted online only.

6.12.4. The format/documents /figures shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the Tender shall be initialed by the person(s) signing the Tender. The Tenders must be signed by the authorized signatory (the "Authorized Signatory").

6.12.5. Bidders should note the tender due date (last date of submission of the bid), as specified in the tender schedule, for submission of Tenders. Except as specifically provided in this tender, no supplementary material will be entertained by NDMC, and that evaluation

will be carried out only on the basis of Documents submitted online by the closing time of tender due date.

Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

6.12.6. While submitting the bid, it may be noted that:

i. In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.

ii. Ambiguous bids will be out rightly rejected.

iii. NDMC will *NOT* be responsible for any delay on the part of the Bidder in submission of the tender bids.

iv. The offers submitted by telegram/ fax/ E-mail etc. shall *NOT* be considered. No correspondence will be entertained on this matter.

v. Conditional tenders shall *NOT* be accepted, on any ground and shall be rejected straightway.

vii. When deemed necessary, NDMC may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.

viii. No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of NDMC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

6.13 FORMAT AND SIGNING OF PROPOSAL

a) The Bidder shall provide all the information sought under this RFP. The NDMC will evaluate only those Proposals that are received in the required Format and complete in all respects.

The Bidder shall prepare and submit the Technical Bid (together with scan copy of the originals Documents required to be submitted along therewith pursuant to details provided as Annexure IX of this RFP) along with the EMD and Tender Cost deposit acknowledgement **as DETAILED ABOVE.**

The Price Bid must be submitted on Delhi Govt. Website <http://govtprocurement.delhi.gov.in> separately.

b) The Technical Proposal and shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, preferably in blue ink and the signature of the authorized signatory shall bind the Bidder to the contract. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. Each page of the Proposal must be numbered at the right-hand top corner. The Technical bid should be up-loaded on Govt. of NCT of Delhi e.procurement website <http://govtprocurement.delhi.gov.in> before the prescribed time and date.

C) The Proposal must be properly signed by the authorized signatory (the "Authorized Signatory") as the Bidder holding the power of Attorney. If possible, such Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

6.14 PROPOSAL SUBMISSION:

6.14.1 It is expected that Bidders have read and understood the RFP document along with clarification/addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted along with the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers.

Technical Bid should include the following documents:

- Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.
- A copy of the RFP and decisions of the Pre-Bid Meeting with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (i) hereinabove.

6.15 FINANCIAL BID

6.15.1 Submission of Financial Bids only online: The Financial Bid should be up-loaded on Govt. of NCT of Delhi e.procurement website <http://govtprocurement.delhi.gov.in> **separately.**

6.15.1.1A The Bidder shall quote a single rate throughout the Contract period of Three (3) years from the date of signing of Service Provider Agreement, as per the format given in the RFP document Section 9.

6.15.1.2 Any bid which does not conform to the formats prescribed above will be disqualified.

6.15.1.3 The Service Provider Bank shall pay all duties and taxes in consequence of its obligations under this Service Provider Agreement, including customs duties if any, and the NDMC will not be liable for any such payments.

SECTION-VII

7. EVALUATION OF BIDS

7.1 BID EVALUATION COMMITTEE

- 7.1.1 NDMC will constitute a Bid Evaluation Committee to evaluate the bids.
- 7.1.2 The Bid Evaluation Committee, NDMC may seek clarifications in writing from the Bidders on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder in the bid.
- 7.1.3 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document. NDMC reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.
- 7.1.4 All the Bidders qualifying in the eligibility criteria as mentioned in clause 7.3.1 of the RFP will be declared as eligible Bidders for opening of their financial bids.

7.2 Tests of responsiveness

- 7.2.1 Prior to evaluation of Bids, the NDMC shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:
- it is up-loaded on the e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> as per the format defined in RFP document.
 - it is up-loaded by the Bid Due Date including any extension thereof;
 - it is signed, scanned and up-loaded on the e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> as stipulated in Section 6-Information & Instructions to the Bidders.
 - it is accompanied by the scan copy acknowledgements of Earnest Money Deposit and RFP (Tender) Cost;
 - it is accompanied by the scan copy of the Power(s) of Attorney, if applicable;
 - it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
 - it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder;

- it does comply with all the Technical specifications and General Terms and conditions;
- it does not contain any condition or dis-qualification;
- the Bidder has submitted all additional information or clarification as sought by NDMC within the prescribed period;
- Scan copy of Bids is accompanied by duly signed integrity pact as per annexure- and
- it is not non-responsive in terms thereof.

7.2.2 The NDMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NDMC in respect of such Bid. Provided, however, that the NDMC may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

7.2.3 Earnest Money Deposit, RFP Document Cost and Eligibility Criteria:

- a. The bids without Earnest Money Deposit will be summarily rejected.
- b. In case, the Bidder has downloaded the RFP document from the NDMC's website or the e.procurement website of Govt. of NCT of Delhi, then the Bidder is required to pay the cost of RFP document along with the EMD through Demand Draft/Banker's Cheque of the prescribed value. The scanned copy of the receipt issued by the Office of the Director (Accounts) shall be uploaded with the PQ/Technical Bid, failing which the Bid shall be rejected.

7.3 The Financial Bid of the only those Bidders shall be evaluated, who up-load the prescribed documents with Technical Bid in support of their pre-qualification/technical eligibility criteria as detailed in Annexure IX of the RFP.

7.3.1 PRE-QUALIFICATION CRITERIA:

- i) The Bidder should be a Nationalized/Scheduled Bank (registered and regulated by the Reserve Bank of India, under the Banking Regulations Act, 1949 (10 of 1949) /any other enactment).
- ii) The Bank should have a Net Worth of more than Rs. 1000 Crores.
- iii) The Bank should have its corporate and registered office in India with at least one Branch in NDMC Area.
- iv) The Bank should be in operation for at least 5 years.
- v) The Bank should have current valid good credit rating assigned by CRISIL/ICRA or from any other Credit Rating Agency recognized by RBI.

- vi) The Bidder should have valid GST, PAN & TAN.
- vii) The Service Provider Bank should be manned by adequately trained professional and the organization structure should comprise of a centralized help desk, cash officers, armed and unarmed guards, cash van drivers including other support staff to enable the Service Provider Bank to execute and perform the job and work assignments of such nature and magnitude.
- viii) The Service Provider shall have good repute, standing and professionalism for performing similar job/assignment and should not be on the defaulter's list of Credit Information Bureau of India Ltd. (CIBIL). In addition, they should not have defaulted in providing similar services with NDMC or any other Organization. Satisfactory service certificates should be produced from two of their existing Clients (one of these should be a Govt./Semi Govt./PSU/Autonomous Body).

Scan copy of Relevant documentary evidence (s), satisfactory certificates, licenses/ authorization under applicable laws including but not limited to certificates from the statutory auditors, income tax and sales tax returns in support of above should be up-load by the Bidders on the e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in>. In absence of the same Financial Bid of the Bidders will not be opened and considered.

SECTION-VIII

8 APPOINTMENT OF SERVICE PROVIDER

8.1 Selection of Bidder

- 8.1.1 NDMC will award the Contract to the Successful Bidder fulfilling the Pre-Qualification and Technical Parameters as per RFP and whose Financial Bid has the lowest quotes rates.
- 8.1.2 NDMC reserves the right to accept or reject and bid (s) and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the effected Bidder or Bidders of the ground for NDMC action.
- 8.1.3 After selection of Successful Bidder/Service Provider Bank for award of work in terms of Clause 8.1.1, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by the NDMC and the successful Bidder/selected Service Provider shall, within seven (7) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful Bidder/selected Service Provider is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as Damages on account of failure of the successful Bidder/selected Service Provider to acknowledge the LOA.
- 8.1.4 Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the successful Bidder/selected Service Provider and NDMC reserves the right to annul the process of award, including signing of Service Provider Agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- 8.1.5 Upon issue of LOA to the successful Bidder/selected Service Provider Bank, NDMC will release the EMD of all the remaining Bidders, except the successful Bidder/Service Provider.
- 8.1.6 After acknowledgement of the LOA as aforesaid by the successful Bidder/selected Service Provider Bank, it shall cause the successful Bidder/selected Service Provider Bank to execute the Service Provider Agreement within the period prescribed in Clause 6.5 at S.No. 8 of the RFP. The successful Bidder/selected Service Provider Bank shall not be

entitled to seek any deviation, modification or amendment in the Service Provider Agreement.

8.2 Term of the Service Provider Agreement

The term of this Service Provider Agreement shall be a period of 3 (Three) years from the date of issuance of letter of acceptance. The Service Provider Agreement shall be extendable thereafter on year to year basis upto maximum period of 5 (Five) Years at the sole discretion of the NDMC, subject to satisfactory performance of the contract by the Service Provider as per the terms and conditions of the Agreement.

8.3 Performance Bank Guarantee

8.3.1 The successful Bidder/selected Service Provider shall be required to submit a Performance Bank Guarantee (PBG) of Rs. 25 laks (Rupees Twenty Five lakhs only) (**Annexure VII**) to the NDMC within 15 (fifteen) days from the date of issue of Letter of Acceptance. The NDMC shall not be liable to pay any interest on the Performance bank Guarantee so made and the same shall be interest free.

8.3.2 Performance Bank Guarantee shall be valid for 180 days beyond the term of the Service Provider Agreement including extension period (if any). The Performance Guarantee shall contain a claim period of three months from the last date of validity.

8.3.3 In case, the successful Bidder/selected Service Provider fails to submit performance bank guarantee within the time stipulated, the NDMC at its discretion may cancel the Letter of Acceptance issued to the successful Bidder/selected Service Provider without giving any notice and may invoke the EMD of such successful Bidder/selected Service Provider.

8.3.4 NDMC shall invoke the Performance Bank Guarantee in case the Service Provider fails to discharge their contractual obligations during the Concession/Service Provider Agreement period or NDMC incurs any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms and conditions.

8.4 Release of Performance Bank Guarantee

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- After successful completion of the Service Provider Contract;

- Successful managing, operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and before completion period;
- Payment of all requisite payments to be made to the NDMC as per agreement alongwith penalties, if any;
- At the end of the contract period, Performance Bank Guarantee of Service Provider Bank will be released after successful handing over all the contract documents, information and revenue due to NDMC alongwith amount of the penalties and levies, if any, under the provision of the Agreement. If any deficiency noticed at the time of handing over the Service Provider has to get rectified/replaced the same at its own cost within 15 days otherwise NDMC will get it rectified at the risk and cost of the Service Provider.
- On production of clearance for all applicable dues, if any.

8.5 Signing of Service Provider Agreement

- 8.5.1 Subsequent to NDMC's issuing Letter of Award to the successful Bidder/selected Service Provider shall execute the Service Provider Agreement with the NDMC within a period of 21 days from the date of issue of the Letter of Award subject to the condition that the Performance Bank Guarantee has been deposited by the successful Bidder/selected Service Provider within the prescribed period.
- 8.5.2 The Draft Legal Contract Agreement to be executed is being uploaded alongwith this RFP. Prospective Bidders are requested to go through the Contract Agreement. The Contract Agreement is not required to be uploaded with the Bid. However, successful Bidder shall have to enter/sign/execute this Contract Agreement.
- 8.5.3 Failure of the successful Bidder/selected Service Provider to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the successful Bidder/selected Service Provider to be liquidated/forfeited. The successful Bidder/selected Service Provider shall be liable to indemnify NDMC for any additional cost or expense, incurred on account of failure of the successful Bidder/selected Service Provider to execute the Agreement.
- 8.5.4 Notwithstanding anything to the contrary mentioned above, NDMC at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful Bidder/selected Service Provider, provided the same is bona-fide.

8.5.5 Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for the annulment of the award.

8.6 TAX LIABILITY

8.6.1 The Service Provider Bank shall be responsible for all the statutory taxes, statutory dues, local levies, Income Tax deduction at source at the prescribed rates etc. to be paid to Government/Statutory bodies/Authorities etc. for the services rendered by it. Service tax/GST, will be reimbursed to the Service Provider Bank as per the actual.

8.6.2 The Service Provider indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this Contract.

8.6.3 The Service Provider should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the NDMC be drawn into litigation on these counts.

8.7 Failure to Agree with the Terms and Conditions of the RFP document

8.7.1 The performance of Service Provider will be continuously reviewed by NDMC to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Service Provider fails to satisfy / maintain their commitment with respect to Performance, Timely Implementation of the Contract etc. the Service Provider will be given 30 days' as cure period and if it is not cured within 30 days then NDMC will terminate the Service Provider Agreement by giving further notice of 30 days for termination of the Agreement. NDMC's decision in this regard will be final.

8.7.2 In addition, NDMC reserves the right to appropriate the EMD/ Performance Bank Guarantee given by the Bidder/Service Provider and black-list the Service Provider.

8.8 Documents forming part of the Agreement

Request for Proposal (RFP), Revised Request for Proposal (RFP), Amendments issued thereto, Detailed Techno-Commercial bid submitted by the Service Provider Bank, Letter of Award and Letter of Intent and subsequent correspondence in this behalf shall form the part of the Service Provider Agreement to executed with successful Bidder of this tender and to whom Letter of Award has been issued by the NDMC.

8.9 Validity of the Agreement

This Agreement shall be valid for a period of Three (3) Years from, as provided in the Letter of Award, extendable thereafter

on year to year basis upto maximum period of 5 (Five) Years at the sole discretion of the NDMC, subject to satisfactory performance of the contract by the Service Provider as per the terms and conditions of the Agreement. The Contract with the Service Provider Bank could be terminated earlier by the NDMC on account of un-satisfactory performance of the contract by the Service Provider Bank and infringement of any or all the terms and conditions of the Agreement, after giving 3 (Three) months notice by the NDMC.

8.10 Resolution of Disputes between the NDMC and Selected Agency

Any dispute or difference between the parties hereto shall be settled by arbitration which will be subject to / governed by the Arbitration & Conciliation Act, 1996 and that the Arbitration proceedings will take place at Delhi. The sole arbitrator shall be appointed by the Competent Authority i.e. Chairperson, NDMC and his/her orders shall be final and binding on both the parties.

Each Party shall pay its own expenses for the arbitrator and shall share equally the expenses of a jointly selected arbitrator.

8.11 Payment Terms

I. As Payment schedule - Payments to the bidder would be made as under:

Activity	Deliverable (Reports/ Documents & Infra)	Payment Terms	Payment Schedule
Selection of Service Provider Bank for collection of cash/cheques/pay orders from NDMC collection centres and disbursement of various payments through electronic mode	Monthly Performance Report as per the format to be provided by NDMC.	Monthly payment.	Monthly

II. The selected bidder shall submit the monthly bills alongwith a satisfactory report from the e-financial Project office.

III. The selected bidder's request for payment shall be made to NDMC in writing, accompanied by invoices and a satisfactory report from the e-financial Project office and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.

- IV. Bidder shall submit the challan of Taxes paid.
- V. Due payments shall be made promptly by NDMC, generally within fifteen (15) days after submission of an invoice or request for payment by the selected bidder, and NDMC has accepted it.
- VI. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only
- VII. All remittance charges will be borne by selected bidder.
- VIII. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- IX. Taxes, as applicable, will be deducted/reimbursed as per the prevalent rules and regulations.
- X. No payment for the work done will be made unless Agreement is signed by the selected bidder.

SECTION-IX

9. FINANCIAL PROPOSAL FORMAT

Financial proposal to be up-loaded separately on the e.procurement website of Govt. of NCT of Delhi:

9.1 Lump-sum rates for collection of Cash/Cheques from NDMC Cash Collection Centres and Disbursement of its various Payments through e.mode as provided in the RFP.

PARTICULARS	Quote (in Figures and Words) per Annum
Lump sum Rates (Amount) per Annum for rendering Services to NDMC as per the scope of work detailed in Section V of the RFP.	

- **The Lump Sum Rates offered by the Bidder should include all taxes and levies excluding GST. Expenditure incurred by the Bidder on account of G.S.T. will be reimbursed to the Service Provider Bank as per actual on satisfactory furnishing of the relevant documents in support of GST deposited by them directly attributable to the execution of the present contract.**
- **No payment will be separately paid to the Service provider Bank for any other services provided as covered under the scope of the work as detailed in the RFP.**
- **After collection and realization funds against various instruments/cheques etc. on behalf of NDMC the same shall be required to be transferred to NDMC's Account with SBI on the next working day of the Banks.**

Section -X

Annexures

Specimen of Letter of Authorization

It is hereby declared by the undersigned that _____ (name of the authorized representative) _____ is authorized to represent _____ (name of the Bidder Bank) for all activities arising out of and incidental to the bidding process.

(Signature of the authorized person of the Bank)

(Signature of the authorized representative)

Name:

Name:

Date:

Place:

Seal of the Bidder Bank

Specimen of the covering letter

Date:

Place:

**The Director (Accounts),
New Delhi Municipal Council,
New Delhi.**

Sub: SELECTION OF SERVICE PROVIDER BANK FOR COLLECTION OF CASH/CHEQUES/PAYORDERS FROM NDMC COLLECTION CENTRES AND DISBURSEMENT OF VARIOUS PAYMENTS OF NDMC THROUGH ELECTRONIC MODE

Dear Sir,

We hereby confirm the following:

1. The Detailed Techno-Commercial Proposal is being submitted by (name of the bidding Bank) who is the Bidding Bank in accordance with the conditions stipulated in the RFP.
2. As the Bidding Bank, we hereby confirm to abide by the roles and responsibilities assigned to us, as outlined in this RFP.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document and subsequent response/clarification to pre-bid meeting up-loaded by the NDMC on the e. procurement website of Govt. of NDMC and on the NDMC website. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP and subsequent communications from NDMC.
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Detailed technical cum financial Proposal and as required

provide the collection and disbursement services as envisaged in the RFP in the event that we are finally selected.

6. We confirm that all the terms and conditions of the detailed technical cum financial Proposal are firm and valid for acceptance for a period of six months from the last date of submission of this Proposal.

Thanking You,

;

Yours Sincerely,

For and on behalf of :

(name of the Bidding)

Signature :

(Authorised Representative & Signatory)

Name of the Person and designation

Specimen of Anti-Collusion Certificate

1. We certify That this Bid is made in good faith, and that we have not fixed or adjusted the amount of the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we Have nit and we undertake that we will not before the award of any contract for the work

(i) a) communicate to any person other than the NDMC the amount or approximate amount of the Bid or proposed Bid.

(b) enter into any agreement or arrangement with any person that they shall refrain from bidding, that they shall withdraw any Bid once offered or vary the amount of any Bid to be submitted;

(ii) pay, or give or offer to pay or offer to give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the work, any act or thing of the sort described at (i) (a) or (b) above.

2. We further certify that the principles described in paragraphs 1(i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the Bid and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certificate, the word "person" includes any persons and anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Bid is made.

Dated this _____ Day of _____ 2017

Name of the Bidder

Signature of the Authorized Representative & Signatory

Name of the Authorized Representative & Signatory

**Specimen of MIS reports pertaining to receipts to be submitted by the bank to NDMC
Receipt Reports****A 1) Transaction Receipt Report**

S.No.	PARTICULARS
1)	Bill number
2)	Due date
3)	Amount due
4)	Payment due
5)	Cheque realisation date
6)	Amount received
7)	Mode of payment
8)	In case of payment through cheque/DD/PO
	• Instrument number
	• Bank, branch
	• Date of the instrument
9)	Head of Account
10)	Department

A 2) Report of mode wise receipts

S.No.	PARTICULARS	NO. OF BILLS	AMOUNT (INR)
1)	Cash receipts		
2)	Cheque receipts		
3)	DD receipts		
4)	PO receipts		

A 3) Report of dishonored Cheques/DD/PO

S.No.	PARTICULARS
1)	Bill number
2)	Due date
3)	Amount due
4)	Payment date
5)	Date of dishonour
6)	Reason of Dishonour
7)	Amount received
8)	Mode of payment
9)	In case of payment through cheque/DD/PO
	• Instrument number
	• Bank , branch
	• Date of instrument
10)	Head fo Account
11)	Department

Annexure-V

Specimen of MIS Report pertaining to disbursement to Employees, Pensioners and Vendors to be submitted by the Bank to NDMC

A1) Electronic Clearing Service

S.No.	PARTICULARS
1)	MICR Code
2)	Account No.
3)	Code of employee/ex-employee
4)	Amount to be paid
5)	Amount transferred
6)	Head of Account
7)	Department
8)	Payment date

A2) Electronic Fund Transfer

S.No.	PARTICULARS
1)	Vendor Code
2)	Account No.
3)	Amount to be paid
4)	Amount transferred
5)	Head of Account
6)	Department
7)	Payment date

A 3 Disbursement through DD/PO

S.No.	PARTICULARS
1)	Vendor Code/Pensioner Code
2)	Account No.
3)	Amount to be paid
4)	Amount transferred
5)	Head of Account
6)	Department
7)	Payment date
8)	DD/PO No. & Date
9)	Name of issuing bank

ANNEXURE VI

SELECTION OF SERVICE PROVIDER BANK FOR COLLECTION OF CASH/CHEQUES/PAYORDERS FROM NDMC COLLECTION CENTRES AND DISBURSEMENT OF VARIOUS PAYMENTS OF NDMC THROUGH ELECTRONIC MODE

Queries/Request for Additional Information/Clarifications sought during pre-bid meeting:

Please e.mail soft-copy of Queries/Request for Additional information/Clarifications to director.accounts@ndmc.gov.in positively.

S.No.	RFP Reference (Section, Page)	Content of RFP requiring clarification	Point of clarification required	Responses (Not to filled by Bidder)
1.				
2.				
3.				
4.				

Format of Performance Bank Guarantee

[To be executed on requisite non-Judicial Stamp Paper of Rs.100/-]

Whereas the New Delhi Municipal Council (**NDMC**) having entered into an agreement no Dated..... with M/s..... (Hereinafter called the Service Provider) for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP model for a period of nine years (excluding six months implementation period) under which the Service Provider(s) M/shave applied to furnish contract performance bank guarantee.

- In consideration of NDMC having made such a stipulation in agreement. We ----- (indicate name of bank), herein after referred to as the "Bank" at the request of M/s ----- Service Provider (s), do hereby undertake to pay to the NDMC an amount not exceeding Rs. 25,00,000/- (Rupee Twenty Five Lakh only) on demand.
- We ----- (indicate the name of bank), do hereby under take to pay Rs.25,00,000/- only) under this guarantee without any demur or delay, merely on a demand from the NDMC. Any such demand made on the bank by the NDMC shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the NDMC and We ----- (indicate the name of bank), bound ourselves with all the directions given by NDMC regarding this bank guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. 25,00,000/- (Rupee Twenty Five Lakh only).
- We -----(indicate the name of bank), undertake to pay to the NDMC any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any court or tribunal or arbitrator etc relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
- We -----(indicate the name of bank) further agree that the guarantee herein contain 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 enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the NDMC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee.

- We -----(indicate the name of bank) further agree with NDMC that NDMC shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Service Provider (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMC against the said Service Provider(s) and to forbear pre-enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance act of omission of the part of the NDMC or any indulgence by the NDMC to the said Service Provider or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us. The liability of us ----- (indicate the name of bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the Service Provider .
- We ----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the NDMC in writing.
- This guarantee shall remain valid and in full effect, until it is decided to be discharged by the NDMC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.25,00,000/- (Rupee Twenty Five Lakh only).
- It shall not be necessary for the state NDMC to proceed against the Service Provider before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the state NDMC may have obtained or obtain from the Service Provider.
- The bank guarantee shall be payable at the headquarters of the division, or the nearest district headquarters. If the last date of expiry of the bank

guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Dated-----day of -----for and on behalf of the bank
(indicate the bank)

Signature and Designation

The above guarantee is accepted by the Director (Medical Services), Charak Palika Hospital, NDMC.

Signature

(Note: Guarantee to be made on stamp paper purchased by the bank only.)

Integrity Pact

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____20....., between on one hand the New Delhi Municipal Council acting through Shri _____, the Director (Medical Services) (hereinafter called the “Principal/Owner”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the “Bidder(s)/ Service Provider(s) which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure the services pertaining to the RFP titled “SELECTION OF SERVICE PROVIDER BANK FOR COLLECTION OF CASH/CHEQUES/PAYORDERS FROM NDMC COLLECTION CENTRES AND DISBURSEMENT OF VARIOUS PAYMENTS OF NDMC THROUGH ELECTRONIC MODE” through the Bidder(s)/Service Provider and the Bidder(s)/Bidders is willing to offer / has offered the same.

Whereas the Bidder(s)/Service Provider is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during bidding, execution & public procurement,

And

Enabling Bidder(s)/Service Provider to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal/Owner

- The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/ Service Provider(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Service Provider alike, and will provide to all Bidder(s)/Service Provider the same information and will not provide and such information to any particular Bidder(s)/Service Provider(s) which could afford an advantage to that particular Bidder(s)/Service Provider(s) in comparison to other Bidder(s)/Service Provider(s).
- All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Service Provider(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Service Provider(s)

- The Bidder(s)/Service Provider(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The Bidder(s)/ Service Provider(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder(s)/ Service Provider(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
- 3.3 Bidder(s)/ Service Provider(s) shall disclose the name and address of agents/Brokers/ representatives/ Intermediaries and Indian Bidder(s)/ Service Provider(s) shall disclose their foreign Principals or associates at the time of bidding.
- 3.4 Bidder(s)/ Service Provider(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
- 3.5 The Bidder(s)/ Service Provider(s) , either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
- 3.6The Bidder(s)/ Service Provider(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of its bid documents during bid process.
- 3.7The Bidder(s)/ Service Provider(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.8 The Bidder(s)/ Service Provider(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding

plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/ Service Provider(s) also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.9 The Bidder(s)/ Service Provider(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.
- 3.10 The Bidder(s)/ Service Provider(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder(s)/ Service Provider(s) or any employee of the Bidder(s)/ Service Provider(s) or any person acting on behalf of the Bidder(s)/ Service Provider(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/ Service Provider(s), the same shall be disclosed by the Bidder(s)/ Service Provider(s) at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The Bidder(s)/ Service Provider(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.
- 3.13 NDMC has adopted integrity pact for all its contract for 50 lacs and above. It is mandatory for the Bidders/ Service Provider(s) to sign the I.P. The bid of Bidder/ Service Provider(s) to do not sign the I.P. shall not be considered details of IEMs (Independent External Monitor) is as under:-
1. DR. U.K. Sen, IEM uksen@hotmail.com
 2. Sh. V.K. Gupta IEM Vinod101951@gmail.com
- In case of any grievances about the bid the same may be sent to IEM/Vigilance of NDMC with the name address of the sender.

4. Previous Transgression

- 4.1 The Bidder(s)/ Service Provider(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/ Service Provider(s) exclusion from the bidding process.

4.2 The Bidder(s)/ Service Provider(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/ Service Provider(s) can be disqualified from the bidding process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder(s)/ Service Provider(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/ Service Provider(s) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/ Service Provider(s). However, the proceedings with the other Bidder(s)/ Service Provider(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/ Service Provider(s) .
- (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/ Service Provider(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/ Service Provider(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/ Service Provider(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/ Service Provider(s) , in order to recover the payments, already made by the Principal/Owner, along with interest.
- (vi) To cancel all or any other contracts with the Bidder(s)/ Service Provider(s) . The Bidder(s)/ Service Provider(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/ Service Provider(s) .
- (vii) To debar the Bidder(s)/ Service Provider(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the Bidder takes

corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.

- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/ Service Provider(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/ Service Provider(s) , the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at Clause 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/ Service Provider(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/ Service Provider(s) , of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.8 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/ Service Provider(s) shall be final and conclusive on the Bidder(s)/ Service Provider(s) . However, the Bidder(s)/ Service Provider(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

6. Independent External Monitors

6.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

- 6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- 6.6 The Bidder(s)/ Service Provider(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/ Service Provider(s) . The Bidder(s)/ Service Provider(s) will also grant the IEMs, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Sub- Service Provider. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/ Service Provider(s) /Sub- Service Provider(s) confidentiality.
- 6.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.
- 6.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/ Service Provider(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers / Bidders before submitting their written report.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/ Service Provider(s) and the Bidder(s)/ Service Provider(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

9. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings and Jurisdiction in case of dispute between the parties if any shall be new Deficiency.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/ Service Provider(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful Bidder.

10.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11 The parties hereby sign this Integrity Pact at _____ on _____

Principal/Owner

Bidder(s)/Contractor(s)

Chief Executive Officer Designation

Name of the Officer,

New Delhi Municipal Council

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Annexure -IX**Documents the scanned copy to be uploaded online with by the Bidder on the e.procurement site of Govt. of NCT of Delhi**

<https://govtprocurement.delhi.gov.in>

Sl. No.	Document the scanned copy to be up-loaded online
•	Scanned copy of the acknowledgement of the EMD issued by the authorized person of NDMC.
•	Scanned copy of receipt in respect of cost of RFP deposited with NDMC issued by the authorized person of NDMC.
•	Scanned copy of PAN CARD of the Bank.
•	Scanned copy of Service tax/ VAT/Sales tax/GST registration issued by the Appropriate Statutory Authority.
•	Scanned copy of document issued by the Appropriate Authority certifying that Bidder is a Nationalized/Scheduled Bank (registered and regulated by the Reserve Bank of India, under the Bank Regulations Act, 1949/any other enactment.)
•	<ul style="list-style-type: none">• Scanned copy of Certificate regarding Net Worth of the Bidder issued by Chartered Accountant for last three financial year 2014-15, 2015-16 & 2016-17 <p style="text-align: center;">And</p> <ul style="list-style-type: none">• Abstract of Audited financial statements for the last three financial years (FY 2014-15, 2015-16 & 2016-17) verified by the Chartered Accountant.
•	Scanned copy of Name and address of Corporate and Registered Office of the Bank in India with Name of atleast One Branch (es) in NDMC area duly certified by the authorized person of the Bidder.
•	Scanned Copy of Document showing the date from which the Bank if in Operation.
•	Scanned copy of Certificate issued by recognized credit rating Agencies recognized by RBI.
•	Certificate issued by the authorized person of the Bidder that the Service Provider contract will be managed by the trained professionals (to be detailed in the Certificate).

•	Self Certification that the Bidder is the Bank of good repute, standing and professionalism for performing similar job/assignment and is not on the defaulters' list of Credit Information Bureau of India Ltd. (CIBIL). In addition, they have not defaulted in providing similar services with NDMC or any other Organisation.
•	Scanned copy of at least two Satisfactory Service Certificates issued by authorized persons of the Organisations for similar nature of works carried out by the Bidder (One of these should be of a Govt./Semi. Govt./PSU/Autonomous Body.)
•	Scanned copy of Letter of Authorisation as per Annexure -I on stamp paper
•	Scanned copy of Covering Letter as per Annexure-II
•	Scanned copy of Integrity Pact as per Annexure-VIII duly signed by the authorized person of the Bidder
•	Pre Qualification/Technical Bid Index (in.pdf form)
•	Price bid (BOQ) in the Financial Proposal Format (Section-9) (To be up-loaded separately)
•	Scanned copy of complete RFP and decisions of pre-bid meeting duly signed on each page by the authorized representative of the Bidder.

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Annexure -X**The locations of the collection centers are as follows: -**

S. No	Counters	Days & Timings	Address
1.	Palika Kendra	Monday-Friday 9.00AM-3.00PM Saturday 9.00AM-2.00PM	Palika Kendra, Parliament street, N.D. Ph No.23344123
2.	Shaheed Bhagat Singh place	Monday-Friday 9.00AM-3.00PM Saturday 9.00AM-2.00PM	Gole market, New Delhi, PhNo.23745688/23746067
3.	Babar Road	Monday-Friday 9.00AM-3.00PM Saturday 9.00AM-2.00PM	Cancer Detection Centre, 48 Babar Road,PhNo.23321661
4.	Palika Bhawan	Monday-Friday 9.00AM-3.00PM Saturday 9.00AM-2.00PM	M 57, Sector 13, R.K. Puram, Palika Bhavan,Ph.No.24675648
5.	Parliament Annexe	Monday-Friday 9.00AM-3.00PM Saturday Closed	Room No.314, Parliament House Ph.No. 23034314/23034316
6.	Nirman Bhawan	Monday-Friday 10.00AM-3.00PM Saturday Closed	Electric Substation, Nirman Bhawan, PhNo.23061880
7.	Kaka Nagar	Monday & Thursday 10.00AM-3.00PM & Saturday 10.00AM-2.00PM Tuesday Wednesday and Friday	Civil Inquiry, Kaka Nagar, Ph. No. 23071490

		Closed	
8.	Kidwai Nagar	Tuesday , Wednesday & Friday, Saturday 10.00AM-2.00PM Monday and Thursday Closed	Near Electric Sub Station, Kidwai Nagar (West), N.Delhi, Ph. No-24122753
9.	Moti Bagh	Monday-Friday 10.00AM-3.00PM Saturday 10.00AM-2.00PM	Civil Enquiry, Behind Charak Palika Hospital, Moti Bagh, New Delhi., Ph. No. 24674981
10.	Sarojini Nagar	Monday-Friday 9.00AM-3.00PM Saturday 9.00AM-2.00PM	Opp. Durga Temple, Sarojini Nagar Market, New Delhi. Ph No. 24122752

Receipt of deposition of original EMD	
(Receipt No. _____ dated _____)	
Name of Work: SELECTION OF SERVICE PROVIDER BANK FOR COLLECTION OF CASH/CHEQUES/PAYORDERS FROM NDMC COLLECTION CENTRES AND DISBURSEMENT OF VARIOUS PAYMENTS OF NDMC THROUGH ELECTRONIC MODE	
1.	NIT No. _____ /2017-18
2.	Estimated Cost NIL
2.	Amount of Earnest Money Deposit:
3.	Last date of submission of bid: _____
1.	Name of Contractor: -
2.	Form of EMD:
3.	Amount of EMD:
4.	Date of submission of EMD:
Signature, Name & Designation of Official receiving EMD in original along with stamp	
(To be filled by EMD receiving Authority)	