



REQUEST FOR PROPOSAL

for

Selection of firm

for

“Optimum utilization of undeveloped/vacant Commercial plots in Rohini (Phase-I to V) based upon market dynamics, demand and supply trends and real estate study.”

**Delhi Development Authority
Director (Planning) Rohini
Rohini Project, DDA Office Complex, Madhuban Chowk
Sector-14, Rohini, New Delhi-110085
Phone No.-011-27557296
Website: www.dda.org.in
E-mail: dirrohini@dda.org.in & rohiniplanning@gmail.com**

**INFORMATION AND INSTRUCTIONS FOR FIRM'S FOR ON LINE BID
SUBMISSION**

(To be posted on website and forming part of NIT)

1. Firms will submit the bids online through the Central Public Procurement Portal fore- Procurement at <https://eprocure.gov.in/eprocure/app>
2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/firm on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
3. Firm should do the enrolment in the e-Procurement site using the "Online firm Enrolment" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the firm should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/firms through email-id provided.
4. Firm need to login to the site through their user ID/password chosen during enrolment/registration.
5. Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFFY/ TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard, should be registered by the Firm.
6. DSC that is registered only should be used by the Firm and should ensure safety of the same.
7. Firm may go through the RFP published on the site and download the required RFP documents/schedules for the RFP he/she is interested.
8. After downloading / getting the RFP documents/schedules, the firms should go through them carefully and then submit the documents as asked; otherwise bid will be liable to be rejected.
9. Firm then should login to the site through the secured login by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
10. Firm should select the tender which he/she is interested in by using the search option & then move it to the 'my tenders' folder.
11. From my tender folder, Firm will select the tender to view all the details indicated.
12. It will be construed that the firm has read all the terms and conditions before submitting their offer.
13. Firm, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/sls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Firms Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2MB. If any document is more than 2MB, it can be reduced

and the same can be uploaded, if permitted. However, if the file size is less than 1MB, the transaction uploading time will be very fast.

14. If there are any clarifications, these may be obtained through the site or through contacts, If any. Firm should take into account the corrigendum published from time to time, if any.
15. The firms can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. While submitting the bids online, the firm read the terms & conditions and will accept the same to proceed further to submit the bid packets.
17. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
18. The firm has to digitally sign and upload the required bid documents one by one as indicated. Firms to note that the very act of using DSC for downloading. The bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of agreement without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
19. The firm has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be liable to be rejected.
20. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/ replaced by the firm, else the bid submitted is liable to be rejected for this tender and disciplinary action may be initiated against such firm for tampering the documents.
21. The firms are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the firms at the eleventh hour.
22. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the firm and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The firm should follow this time during bid submission.
24. All the data being entered by the firm would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not beviewable by any one until the time of bid opening.
25. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
26. The confidentiality of the bid is maintained since the secured Socket Layer128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
27. The firm should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exist option in the browser.
28. For any queries regarding e-tendering process, the firm are requested to contact as provided in the tender document. Parallel for any further queries, thefirm are asked to contact overphone:1800-3070-2232 or send a mail over to
- cppp-nic@nic.in.

**INFORMATION AND INSTRUCTION FOR FIRM FOR e-TENDERING
(FORMING PART OF BID AND TO BE POSTED ON WEBSITE)**

Director (Planning) Rohini, DDA Office Complex, Madhuban Chowk Sector-14, Rohini, New Delhi-110085 on behalf of DDA invites RFP through e-tendering mode in two Bids (Technical Eligibility bid and Financial Bid) for selection of firm for “**Optimum utilization of undeveloped/ vacant Commercial plots in Rohini (Phase-I to V) based upon market dynamics, demand and supply trends and real estate study.**” from the reputed firms/ firms/ agencies fulfilling other terms and conditions as per the RFP document.

| SN | Category | Details |
|----|---|---|
| 1 | NIT No. | RFP No. |
| 2 | Name of Work and Location | Selection of firm for “Optimum utilization of undeveloped/ vacant commercial plots in Rohini (Phase-I to V) based upon market dynamics, demand and supply trends and real estate study.” |
| 3 | Period of Completion | 9 Months (excluding time for approval) |
| 4 | Date, time and mode of pre-bid conference | On 19.04.2022 at 3:00 PM (online) Link for the meeting: https://dda.webex.com/dda/j.php?MTID=md48380cb1fd10f6b8e536fc5cf3d2165 Meeting Number- 25128009698 Meeting Password- 12345 |
| 5 | Last date and time of submission of e-tender, and other eligibility documents | On 17.05.2022 at 3:00 PM |
| 6 | Date and time of opening of technical bid. | On 18.05.2022 at 3:30 PM |
| 7 | Date and time of technical presentation | On 23.05.2022 at 3:00 PM |
| 8 | Date and time of opening of financial bid | On 27.05.2022 at 3:30 PM |

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- The intending firm must read the ELIGIBILITY CRITERIA, terms of references and scope of work carefully. It should only submit the bid if it considers itself eligible and is in possession of all the documents and skills required.
 - Firm must ensure giving complete information on form's appended with tender documents along with their signatures wherever required on forms, before submission of tender. In case, any deficiency noticed after opening of tender then no opportunity will be provided to firm to make good the same and the firm/ shall be considered ineligible. If any information furnished by the firm is found incorrect at a later stage, he shall be liable to be debarred from further tendering and taking works in DDA. The Department reserves the right to verify the contents/particulars furnished by the firm independently including carried out inspection of works completed by them.
 - The Technical Bid shall be opened first on due date and time as mentioned above. Firm qualifying the Technical criteria as mentioned in TOR will be called for Technical presentation on the date mentioned in RFP.

4. The Financial bid of firm who satisfy technical criteria & technical presentation and score desired marks shall then be opened on the specified date.
5. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified agencies/ firms to any number deemed suitable by it.

List of Documents to be scanned and uploaded within the period of tender submission:

(A) Technical Bid

1. Documents required for eligibility criteria (Refer ToR's of bid document, eligibility and evaluation clause and prescribed Standard Forms except financial offer forms and to be submitted online as FinancialBid).
2. Copy of GST registration Certificate of Delhi State.

If the firm has not obtained GST registration of Delhi State in which the work is to be taken up, or as required by GST authorities then in such a case the firm shall scan and upload following undertaking along with other bid documents.

"If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by DDA, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by DDA or GST department in this regard."

(B) Financial Bid

1. Financial Offer (Schedule of Price bid) to be submitted on-line only.

**Director (Planning) Rohini
Rohini Project, DDA Office Complex,
Madhuban Chowk, Sector-14, Rohini, New Delhi-110085**

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1. DEFINITIONS

In this document, the following terms shall have respective meanings as indicated:

1. “**DDA**” shall mean Delhi Development Authority created u/s 3 of DD Act, 1957. The term DDA includes Tender Inviting Authority (TIA), its successors and assigns of DDA.
2. “**RFP**” shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by DDA in respect of the RFP.
3. “**MPD**” shall mean Master Plan for Delhi.
4. “**Authorized Representative/Firm**” shall mean any person/firm authorized by DDA.
5. “**Services**” means requirements defined in this Request for Proposal including all necessary and additional services associated thereto to be delivered by the firm.
6. “**Agreement**” shall mean this agreement inter-alia including the RFP, all annexures hereto and all documents herein attached and amendments, which the PARTIES may hereafter agree in writing to be made, to this agreement.
7. “**PARTIES**” shall mean DDA and firm each one individually referred to as PARTY.
8. The term “**Acceptance**” shall mean the same as defined under the Indian Contract Act, 1872.
9. The term “**proposal**” shall mean and include a composite proposal document comprising of financial proposal bid along with all the necessary certificates not limited to financial soundness as required as per RFP.
10. “**CMC**” shall mean Consultancy Monitoring Committee.

2. DISCLAIMER

1. Though adequate care has been taken in preparation of this Request for Proposal (RFP) document, however, firm submitting the proposals in response should satisfy by doing due-diligence at their own end and DDA shall not at all be responsible for any error or omission. It shall always be deemed that the firms have taken full precaution, gathered complete information, done complete due- diligence and have fully satisfied themselves that they can execute the work on their own and as per the terms & conditions of the RFP and Agreement. The basis of this RFP, the proposed work and agreement shall be 'As Is Where Is Basis'.
2. Delhi Development Authority (DDA), does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
3. Neither DDA nor its employees will have any liability to any prospective Consulting Company/ Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this document, any matter deemed to form part of this document, the award of the assignment, information or any other information supplied by or on behalf of DDA or its employees, to any firm or otherwise arising in any way from the selection process for the assignment.
4. DDA reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the proposal.
5. DDA reserves the right, without any obligation or liability, to accept or reject any or all the bids at any stage of the process, to cancel or modify the process or change/ modify/ amend any or all provisions of this document, at any time, without assigning any reason whatsoever, without any compensation to firms on this account.

TENDER / RFP NOTICE

DELHI DEVELOPMENT AUTHORITY

Director (Planning) Rohini, DDA Office Complex, Madhuban Chowk Sector-14, Rohini, New Delhi-110085 on behalf of DDA invites RFP through- tendering mode in two Bids (Technicalcum Eligibility bid and Financial Bid) for selection of firm for “**Optimum utilization of undeveloped/vacant Commercial plots in Rohini (Phase-I to V) based upon market dynamics, demand and supply trends and real estate study**” from the reputed firms/ firms/ agencies fulfilling other terms and conditions as per the RFP document

| | |
|----------------------------|---|
| RFP No. | -..... |
| Earnest Money Deposit | - Rs 6,13,120/- |
| E-Tendering annual charges | - Rs. 20000/- + GST as applicable |
| Time of Completion | - 9 (Nine) Months (excluding time for approval) |

The Tender/RFP document is available at DDA website www.dda.org.in and at CPP portal of NIC at URL <http://eprocure.gov.in/eprocure/app>

3. SCHEDULE OF BIDDING PROCESS

| S. No. | Information | Dates/details (Tentative) |
|--------|--|---------------------------|
| 1 | Uploading of RFP document for E-tendering | 12-04-2022 |
| 2 | Date of submission of Pre Bid queries | 19-04-2022 |
| 3 | Conference for Pre-bid queries | 19-04-2022 |
| 4 | Modifications in the RFP as per the suggestions | 22-04-2022 |
| 5 | Approval from VC, DDA & FM | 29-04-2022 |
| 6 | Uploading of Modified Approved RFP | 02-05-2022 |
| 7 | Last date of Proposal Submission (Technical & Financial) | 17-05-2022 |
| 8 | Date of Opening of Technical Proposal | 18-05-2022 |
| 9 | Date of Technical Presentation | 23-05-2022 |
| 10 | Date of Opening of Financial Proposal | 27-05-2022 |
| 11 | Intimation for selected firms/Issuance of LOA | 01-06-2022 |

Instructions to the Firms

General

1. The offers should be made strictly as per the formats enclosed.
2. The intending firms shall bear all the costs associated with the preparation and submission of its proposal and DDA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. The intending firms expected to examine and satisfy itself all instructions, forms, terms and conditions and technical specifications in the bidding documents. Before submission of bid. No claim shall be entertained subsequently on account of inaccurate or incomplete information.
4. Bids with insufficient information and which do not strictly comply with the stipulations given above, are liable for rejection.
5. At any time, prior to the deadline for submission of proposals, DDA may modify the document/ issue addendum. These addendums shall be posted at the website of DDA and shall be treated as a part of the documents.
6. DDA may, at its discretion, extend the deadline for the submission of proposals.
7. DDA may, at its discretion, abandon the process of the selection associated with this document anytime.
8. The Firms must go through the "Information and instruction for firms for e-tendering" attached to Bid document.

4. DUE DILIGENCE BY FIRMS

Firms must make themselves fully aware about the assignment and the local conditions before submitting the Proposal by doing appropriate research, checking all the applicable laws, bye-laws, rules, regulations, orders, notices, circulars, policies, requirements, sanctions confirming with all the departments, authorities, firms whether government, judicial or quasi-judicial, visiting the Project site, sending written queries to the Authority or in any other manner as may be deemed proper and required by the firms for successful completion of the project/work without in any manner complaining to the Authority.

It shall always be deemed that all the firm have properly done the required due-diligence and have made themselves aware of all sorts of contingencies & factors. No loss of profits, damages, extra fee, costs, interest, and/or compensation shall be paid to the firm nor shall the firm be entitled to be paid any such amount on any such ground. Since only specialist persons are invited to submit the bid, therefore, it shall always be presumed that any contingency which can affect the execution of the working any manner, if could be visualized by the Authority could be visualized by the firm as well that the bid has been submitted considering all such contingencies and factors.

5. DOWNLOADING OF RFP DOCUMENT

The RFP document consisting of Scope of Work, Terms of References,

Eligibility/Qualification Criteria and its Evaluation and other necessary documents can be seen and downloaded from the website Central Public Procurement for e- Procurement at <http://eprocure.gov.in/eprocure/app> or www.dda.org.in free of cost. Kindly see procedure under e-tendering.

- a) Intending firms need to register themselves on the e-tendering Website <http://eprocure.gov.in/eprocure/app>. Aspiring firms who have not enrolled/registered in e-procurement should enroll/register before participating. For any further clarification Contact M/s National Informatics Centre on telephone No. **0120 4001002 / 0120 4001005** or send mail to – **cppp-nic@nic.in / support-eproc@nic.in**.

6. PREPARATION AND SUBMISSION OF PROPOSAL

The firm shall submit the Technical bid & Financial Bid in online mode.

The bid for the work shall remain open for a period of Ninety (90) days from the date of opening of financial bid. If any agency withdraws his/her Bid the following actions can be taken as permed it-:

| | Case of withdrawal of offer | Action to be taken |
|------|---|---|
| (i) | If the firm withdraws his offer before the said period (within 90 days of opening of financial bid) or before issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of tender which are not acceptable to the department. | The firm shall not be allowed to participate in their tendering process of the work or any other work for a period of one year. The Earnest Money Deposit (EMD) shall be absolutely forfeited. |
| (ii) | If the firm withdraws his offer immediately after the award of work. | Disciplinary action as deemed fit shall be taken by the department against the firm. The Earnest Money Deposit (EMD & PBG) shall be absolutely forfeited. |

7. REJECTION OF BIDS

- DDA reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever. It is not obligatory for the DDA to accept any bid or to give any reason for their decision.
- The DDA reserves the right not to proceed with the Bidding process at any time, without notice or liability, and to reject any bid without assigning any reason.

8. VALIDITY OF BIDS

The bids shall be valid for a period of not less than 90(ninety) days from the date of opening of Financial Bid. The validity of bids may be extended by the mutual consent of the respective firms and DDA.

9. EARNEST MONEY DEPOSIT

1. The bidder shall furnish as part of its bid, Earnest Money Deposit (EMD) of INR **6,13,120/-** (Rupees Six Lakhs Thirteen Thousand and One Hundred Twenty only) along with the proposal in form Earnest Money shall be deposited RTGS/NEFT in the account of **Sr. A.O. (CAU) Rohini Zone having account no. 0886111000012 with HDFC Bank (IFSC Code- HDFC0000886)** and its scan copy is to be uploaded along with technical bid.
2. The proposals not accompanied by Earnest Money Deposit (EMD) shall be rejected outright as non- responsive.
3. The EMD of unsuccessful bidders shall be returned back, without interest within one month of the opening of financial bid. The EMD of successful bidder shall be returned within one month of submission and verification of Performance Guarantee.
4. DDA reserve the right of forfeiture of the EMD in case the Bidder backs out from the offer/ modified the offer without the consent of DDA, or in case of any misrepresentation or other violation of terms and conditions of RFP by him or his agent on his behalf.

10. PERFORMANCE GUARANTEE

1. The successful firm, for due and faithful performance of its obligation and as precondition for signing of the agreement with DDA, shall be required to submit 'Performance Guarantee' of 3% of its total accepted fee. This shall be in the form of Bank Guarantee issued from the Nationalized/Scheduled bank with a validity for a minimum period of 60 days beyond the date of completion of all contractual obligations.
2. In case, the stipulated time for completion of work, for whatever reason be extended, the firm, shall at his own cost, get the validity period of Bank Guarantee in respect to performance security furnished by him and shall furnish the extended/ revised Bank Guarantee to the DDA before the expiry date of the Bank Guarantee originally furnished.
3. DDA reserves the right of for feature of the performance guarantee in additions to other claims and penalties in the event of the firms failure to fulfill any of the contractual obligations or in the event of termination of agreement as per terms and conditions of agreement.
4. The Performance Guarantee shall be refunded on expiry of 2 months after submission & acceptance of all deliverables assigned to it and payment of final bill.
5. If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the Earnest Money Deposit (EMD) will be absolutely forfeited.

11. CONFLICT OF INTEREST

DDA requires that the Firm/s shall provide professional, objective, and impartial advice and at all times hold DDA's interests paramount in the consultancy services provided and shall strictly avoid conflicts with other assignments or its own interests, and act without any consideration for all pending/remaining works. The Firms and/or the selected Firms shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

12. CORRUPT OR FRAUDULENT PRACTICES.

1. DDA requires that Firm/s under this contact observe the highest standard of ethics. In pursuance of this policy, DDA defines, for the purpose of these provisions, the terms set forth below as follows:

“Corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of public servant; and “Fraudulent practice” means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of DDA and targeted stake holders and includes collusive practice among firms (prior to or after the submission of proposal) designed to establish bid prices at artificial non- competitive levels and to deprive DDA and targeted stake holders of the benefits of free and open completion.

2. DDA will reject a proposal for award of consultancy work if it is determined that the firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. DDA will declare a firm disqualified, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

13. INDEMNITY

Firm shall indemnify the DDA and every member, officers and employees of the DDA, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission/commission or failure by firms in the performance of firms obligation under this Agreement and the amount of loss suffered and its damages thereof shall be decided by the competent authority of DDA which shall be binding on the firm.

14. COMPENSATION FOR DELAY

The time allowed for carrying out the work in different stages as specified in indicative time & payment schedule clause of RFP shall be strictly observed by the firms and shall be deemed to be the essence of the contract on the part of the firm. The work shall throughout during the stipulated period of the contract shall be processed with all requisite due diligence. The firm will be required to complete the entire job

within stipulated indicative time & payment schedule. In case the firm fails to complete the work within the indicative time & payment schedule or extended period as above owing to reasons attributable to firm, liquidated damages @ 0.5% of accepted fee per week of the total accepted fees subject to a maximum of 10% of the total fees payable shall be levied on the Firm as per the decision of Commissioner Planning. It is agreed between the parties that the stipulated liquidated damages are a genuine pre-estimate of the loss likely to be sustained by DDA on account of any delay beyond the scheduled date of completion given the nature of work involved.

15. RESOLUTION OF DISPUTES

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the agreement by one party here to has been legitimate, both Parties hereto shall endeavor to settle such dispute amicable. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts which attempt shall continue for not less than 30 (thirty) days give 15 days' notice thereof to the other Party in writing. The dispute shall be referred for adjudication through arbitration by arbitrator/s who shall be a technical person having the knowledge and experience of the trade, (to be appointed by the consent of both the parties).

In case both the parties do not agree to appoint the arbitrator/s then in that case the provision of Arbitration and Conciliation Act, 2015 (amended & 1996) w.r.t appointment of Arbitrator shall apply and would be binding on both the parties. There will be appointment of single arbitrator if the claim is upto 1 crore and three arbitrators if the claim is more than one crore. The parties hereto agree that the seat and place of adjudication by the Arbitrator shall be Delhi/New Delhi only. It is also a term of this contract that if the firm does not make any demand for appointment of arbitrator in respect of any claims in writing, as aforesaid within 120 days of receiving the intimation from the Commissioner Planning that the final bill is ready for the payment, the claim of the firm, shall be deemed to have been waived.

The Arbitration fees shall be governed as per applicable rules/clause. It is also a term of this contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

16. CONSORTIUM/JV

The consortium may take the form of a Joint Venture (JV) or a sub consultancy. In case of a JV, all members of the JV shall sign the contract and shall be jointly and severally liable for the entire assignment. While submitting the technical bid, JV/ consortium must specify the lead member of the consortium. DDA will only deal with the lead member of consortiums for all the purposes. The financial strength/ turnover of only the lead member will be assessed and marked accordingly as defined in the RFP. However, for technical evaluation, the works experience/technical parameters of all the members of the JV/ consortium will be assessed. Further, lead partner should meet at least 50% out of the qualifying limit in case of experience of particular consultancy. Further lead partner/representative would be deemed to be the firm for the purpose of this contract. The number of partners in JV/Consortium shall not be more than 3(Three).

17. TERMS OF REFERENCE (TOR)

Providing Consultancy for optimum utilization of undeveloped/vacant Commercial plots in Rohini (Phase-I to V) based upon market dynamics, demand and supply trends and real estate study.

17.1 BACKGROUND

- Rohini is situated at North West Delhi, within a distance of 15 Km from Connaught Place, along the outer Ring Road, between the two major traffic corridors—the G.T. Road with railway line to Karnal and Rohtak Road with Railway line to Rohtak. Rohini Sub-City has been planned on an area of 7407.00 ha approximately with a design population of 16 lakhs Rohini Sub-City consists of two part Zones, namely Zone - H Part (i.e. Phase-I & II) and Zone-M Part (i.e. Phase III, IV & V). Zone M is bounded by Western Yamuna Canal at North East, Rohtak Railway Line at South, Boundary of Zone – H at East, and Existing H.T. Line at Western side. Rohini Sub-city is conceived in 5 Phases which includes 41 Sectors (i.e. Phase – I & II consists Sector 1 to 19, Phase – III consists Sector 20 to 25, Phase – IV consists Sector 26 to 33, Phase - V consists Sector 34 to 41). See Annexure- III for the Landuse Plan of Zonal Development Plan of Zone- 'M'.
- The Commercial areas reflect the economy of the city. The large number of enterprises in sectors such as retail trade, restaurant, hotels, finance & insurance, real estate & businesses etc. are operated from commercial areas. The Commercial areas acts as a magnet and catalyst for growth and development of the city. The characteristics of commercial areas have changed tremendously with the turn of century i.e. from formal or street pattern to corporate and comprehensive and changing time is leading to changes in commercial needs and demand of people. In view of this, market dynamics, demand and Supply Trends and Real Estate study are required for the optimum utilization of undeveloped/ vacant commercial areas in Rohini. In this context, DDA intends to appointing firm for study of optimum utilization of undeveloped/vacant Commercial plots in Rohini (Phase-I to V) based upon market dynamics, demand and Supply Trends and Real Estate study.
- To stimulate the sustainable and comprehensive development, Delhi Development Authority (DDA) intends to develop its current vacant commercial plots into best/ alternate uses, which shall act as magnet and catalyst for the future growth and development of the sub-city. DDA intends to leverage private sector's investment capacity to develop these commercial plots and provide better facilities and job opportunities
- In this context, DDA intends to appoint a firm to identify the optimum, self-sustainable and feasible use of the commercial land parcels based on the current and future demand at local, zonal and city level along with its business plan, disposal strategy and transaction advisory support.
- The DDA shall provide the information/data/report such as MPD, ZDP, respective layout plans of commercial pockets, land status etc.

17.2 OBJECTIVES

The objectives of the project are –

1. To do a market and demand assessment of all commercial area proposed as per MPD-2021, ZDP of Zone- M & H-Part (Phase-I to V) and Layout Plans.
2. To develop an overall concept/ proposal for optimum utilization of undeveloped/vacant Commercial plots in Rohini (Phase-I to V) along with its financial viability assessment.

17.3 SCOPE OF WORK:

17.3.1 Feasibility Study

17.3.1.1 Baseline Assessment

To study all the sites, its surrounding/ influence area and case studies:

- Review the current land use in immediate vicinity of commercial areas as per Master Plan for Delhi (MPD) / Zonal Development Plan (ZDP) and its influence area.
- Identify applicable provisions of MPD, Unified Building Bye Laws of Delhi (UBBL)-2016, other rules, regulations, norms, laws, bye-laws, standards and regulatory requirements etc. for the development. Specifically, identify and study the applicable laws, policies, norms for Transit oriented development (TOD) and business centres development, and different hierarchy of commercial development to adopt/propose new Norms as per market dynamics.
- Study the best practices from similar projects in Delhi NCR, any other city in India or globally comparable to the envisaged development. Highlight the key learnings with respect to product typology, success factors, product mix details, nature and type of development and innovative solutions

17.3.1.2 Market and Demand Assessment and Financial Feasibility

Market and Demand Assessment of all commercial area proposed in Rohini Project (as per ZDP of Zone-M, H part & layout plans) will be studied for entire Rohini Project (comprising Sectors-1 to 41) with the following:

- **Understanding the market dynamics:** Analyze the different real estate segments to understand the local market dynamics and study the current drivers for real estate growth. Assess the potential for different components by carrying out detailed market survey. Studying the similar facilities in the vicinity of the commercial area to understand the possible product scope and alternatives for revenue maximization of the proposed commercial plots.

- **Understanding the demand and supply trends:** Identify the factors influencing the demand and supply of commercial land such as mixed use streets, commercial streets, informal commercial activities etc. Understand and analyze the market characteristics of different real estate segments such as current land stock, vacancy levels, typical land size, tenant type, supply and consumption trends, impact on surrounding landuses, technological intervention, the current land values, sale rates, lease rentals, prevailing lease periods etc.
- **Extensive market and stakeholder outreach:** Undertake stakeholder engagements with developers, residents, corporates, retailers, informal traders, hotel operators across different real estate segments to understand their perception on current and future market and demand with respect to the proposed commercial areas.
- **Demand assessment:** Based on the location of proposed commercial areas, influence area's situational analysis, current and potential market assessment carried out in the earlier tasks, the firm shall carry out a demand assessment and shall identify the major nodes and propose the best use/ product-mix for the respective land parcels (single or clusters). Estimate the basic infrastructure requirement within and around the commercial plots to make the project viable.
- **Revenue Generation Model :-** The firm shall assess the potential of the land value capture techniques. Identify revenue streams and revenue projections for the projects and suggest revenue generation models for DDA.

18. INDICATIVE TIME AND PAYMENT SCHEDULE

| SNo | Output (Stage-wise) | Payment (% of Total fees of Contract) | Time span for submission (T) |
|-----|--------------------------------|---------------------------------------|------------------------------|
| 1 | Date of Signing of Agreement | | T |
| 2 | Submission of Inception Report | 20% | T + 1 Month |
| 3 | Submission of Mid-term Report | 20% | T + 4 Months |
| 4 | Draft Utilization Report | 30% | T + 7 Months |
| 5 | Final Utilization Report | 30% | T + 9 Months |

NOTES:

- a. The above table does not include the time taken for granting approvals by the DDA or other statutory bodies. No compensation will be given to firm if project gets extended due to acceptance of reports.
- b. The rates submitted by the Firm shall always deemed to include all type of taxes applicable on the date of submission of the bid. Any tax or cess imposed by the Government after the submission of bid may be paid by the DDA, if a notice in writing is served by the Firm immediately on imposition of any such tax and only when Firm submits the receipt of payment of such tax with the bank statement showing the payment thereof. The methodology of such increase/decrease has been prescribed in clause 5.3 of the draft agreement. However, nothing extra on any account, whatsoever, shall be paid to the Firm nor shall the Firm be entitled to ask any thing over and above the quoted rates/fee for the entire work done by it under this RFP/Agreement.
- c. Even if the work is delayed on any account, whatsoever, neither the firm shall be entitled to any extra amount towards fee, rates, loss of profit, damages, compensation, costs, interest nor shall the same be paid to it.
- d. The Firm shall make presentations before Competent Authorities at each deliverable stage or whenever required, for seeking approvals from DDA or other statutory bodies. Cost of presentations shall be included in the fee quoted by the Firms.
- e. Payments to the firm will be released as per the above schedule, after verifying that the relevant stage of activity has been satisfactorily completed.
- f. The work of firm shall be completed once the proposal prepared by the firm is approved by Screening committee/ Technical Committee/ Authority and requires numbers of hard copies/ softcopies of all the drawings/ data is submitted to Rohini Project Office.
- g. No advance payment shall be made.
- h. The payment shall be made to the firm only after the bill for each stage is submitted by the firm along with all the required documents showing the completion/achievement of the stage and shall not be entitled for any interest.
- i. Unless the firm is directed to stop the work by a notice in writing issued by the Competent Authority, the firm shall continue to perform & execute the work irrespective of any impediment. If for any reason, whatsoever, firm is not able to perform its part or to achieve any particular stage, it shall immediately give a notice in writing with justifiable reason therefore.

- j. If the firm is not able to complete the work within the stipulated period and the reason(s) is/are beyond the control of the firm and is/are absolutely not attributable to firm, DDA may in its sole discretion and upon such terms & conditions as may be deemed fit by it, extend the stipulated period with the approval of Competent Authority.
- k. If the work is not completed even in the extended time, the work shall stand withdrawn from the firm and the Agreement shall stand lapsed and performance guarantee shall stand forfeited. In such a case, firm may be paid up-to the stage till which the work has been done by it, subject to the condition that the reason for not completing the work in time is absolutely not attributable to the firm and/or the reason is absolutely beyond the control of the firm. It is an admitted clause that under any circumstances, firm shall not be paid any other amount whether towards loss of profit or damages or costs or interest or on any other ground.

19. PROJECT TEAM

| Key Personnel | Educational Qualification | Length of Professional Experience* | Experience on Eligible Assignments |
|---------------------------------------|---|------------------------------------|--|
| Team Leader cum Finance Expert | MBA/ CA/ CFA or equivalent | 20 years | Should have experience in: <ul style="list-style-type: none"> • leading the team in at least 5 feasibility/ PPP projects. • at least 1 TOD project • at least 1 large-scale real estate project (50 acre) • Experience with multi-laterals is preferable |
| Real Estate Expert | MBA / Masters in Planning/ Masters in Economics or equivalent | 15 years | Should have experience in: <ul style="list-style-type: none"> • feasibility/ pre-feasibility/ strategy/ for at least 5 real estate projects. |

| Key Personnel | Educational Qualification | Length of Professional Experience* | Experience on Eligible Assignments |
|-----------------------------|---|------------------------------------|---|
| Urban Planner | Masters in Planning or equivalent | 15 years | <p>Should have experience in:</p> <ul style="list-style-type: none"> • preparation of city plans/ smart city proposals/ visioning projects • feasibility/ pre-feasibility/ transaction for at least 3 urban planning/ real estate/ infrastructure projects. |
| Architect | B.Arch/ M.Arch | 10 years | <p>Should have experience in:</p> <ul style="list-style-type: none"> • Master planning/ visioning – at least 3 projects • Public realm design – at least 3 projects |
| Urban Designer | M.Arch (Urban Design) | 10 Years | <p>Should have experience in:</p> <ul style="list-style-type: none"> • Master Planning/visioning at least 3 projects. • TOD at least one project. • Mixed use/ real estate development at least 3 projects |
| Research Analyst (4) | B.Tech/ B.E or B.Arch/ B.Planning / M.Planning or MBA/ PGDM | 3 Years | <p>Should have experience of working on TOD/ real estate/infrastructure projects.</p> |

The Team Leader, Real Estate Expert and Urban Planner should be employed with the firm for atleast 5 years.

20. QUALIFICATION CRITERIA AND EVALUATION

20.1 Minimum Eligibility Criteria

To be eligible for evaluation of its proposal, the firm should fulfill all the following conditions:

- The Firm should be a registered legal entity recognised under the legal statute of the country including any Company, Partnership firms/ LLP established for more than 5 years. It should be registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status. The Firm should have its office in Delhi NCR. Documentary evidence for the same to be attached along with Technical Proposal.
- The Architect should be registered with Council of Architecture or equivalent
- The Urban Planner should be registered with Institute of Town Planners of India or equivalent
- The firm must reveal the details of the manpower and available infrastructure.
- DDA may visit the establishment of firm for physical verification of the credential /claims.
- The firm should not be black listed / debarred by Central / state Government Department/ PSU / Government Firms.

20.1.1 Technical Capacity: The firm (Sole or consortium of firms) should have minimum 10 (Ten) years of experience in executing similar projects.

Eligible Assignments: For the purpose of satisfying the conditions of Eligibility and for evaluating the proposals under this RFP, advisory/ consultancy assignments granted by the government, multilateral firms, statutory authority or public sector entity in respect of preparation of pre-feasibility/ feasibility report/ detailed project report/ master planning/ visioning/ preparation of financial model/ strategy development/ monetization/ transaction/ bid documents etc. in case of the following projects:

- Minimum 5 projects of similar nature.
- Transit Oriented Development Projects (at least 2 projects)
- Real estate development projects (Commercial, Hospitality, Residential, Mixed-use, IT parks/ Business Centres, Education hub, Bus shelters etc.) (at least 3 projects)

20.1.2 Financial Capacity: The Firm should have received a minimum of ₹ 25 crore (INR Twenty Five crore) per annum as professional fees during each of the 3 (three) financial years preceding the PDD (FY 2018-19, 2019-20, and 2020-21). For the avoidance of doubt, professional fees hereunder refer to fees received by the firm for providing advisory or consultancy services to its clients and does not include fee earned from audit or other services.

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last 5 consecutive balance sheets, duly audited & certified by the Chartered Accountant.

21. DELIVERABLES

| SN | Output (Stage-wise) | Content |
|----|--------------------------|---|
| 1 | Inception Report | Approach to assignment and work methodology, work plan and activities, listing/ identification of all the sites and mapping, identification of surveys to be conducted, identification of potential stakeholders for the projects & timelines for conducting various stakeholder outreach activities and case studies of similar development methodology to identify the priority projects, identification and understanding of the key issues/ challenges in proposed development, identification of potential stakeholders for the projects & timelines for conducting various stakeholder outreach activities and case studies of similar development. |
| 2 | Mid-term Report | Baseline assessment covering assessment of social infrastructure availability, land suitability analysis, site and context analysis and market assessment, understanding of demand and supply trends, analysis & outcome of the surveys conducted, assessment of land value & sale price, delineation of influence area of commercial pockets, review of applicable development regulations & norms, MPD-2021 / 2041, UBBL – 2016, Zonal development plans, TOD Policy, etc., stakeholder's engagement. Learnings from best practices. |
| 3 | Draft Utilization Report | Best use identification (multiple sites) including priority projects, financial feasibility, project structuring, business models, land value capturing techniques based on the delineated influence area, summary & learnings of the various outreach activities conducted, and identify the statutory approvals required for the proposed development (including environment and social components) from the concerned firms. Overall land disposal strategy. |
| 4 | Final Utilization report | Final report for project feasibility based on the discussion and feedback including final detailed plan and policy, required for development of land, stakeholder outreach, identification of developers to be approached for different sites, and present the summary of the inputs/ feedback provided by the interested developers. |

22. EVALUATION OF PROPOSALS

The evaluation of both technical and financial bids/ proposals shall be done by a BID Evaluation Committee. The BID Evaluation Committee may choose to request for clarification from the firm related to their products / services offering, approach, methodology or any other information as part of the technical evaluation.

The decision of the Evaluation Committee in the evaluation of the Technical and Financial bids shall be final and binding on all the firms. No correspondence will be entertained outside the process of negotiation/ discussion with the BID Evaluation Committee. Any effort by a firm to influence the BID Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

22.1 Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of Firm's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Firms whose Technical marks as per the Technical evaluation criteria mentioned below is 70 marks or more out of 100 shall be declared as qualified for evaluation of their Financial Proposals. **Firms who have secured less than 70 marks shall be rejected.** The Firm with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Firms

will be computed as follows:

$$ST = 100 \times T/TM$$

(T = Technical marks scored as per below mentioned Technical Evaluation criteria)

The Scoring Criteria to be used for Evaluation of Technical Proposal shall be as follows:

| SN | Components for evaluation | Total Marks | Documents Required | | | | | | | | | | |
|---|--|--------------------------------|---------------------------------------|--------------------|---|-----------|---|---------------|---|---|---|----|--|
| 1 | Company's Financial Strength a. Rs. 25 to 75 Cr. – 5 marks b. Rs. 75 to 150 Cr. – 7 marks c. Above Rs. 150 Cr – 10 marks | 10 | Certificate from Chartered Accountant | | | | | | | | | | |
| 2 | firm should have experience in the following projects granted by the government, multilateral firms, statutory authority or public sector entity. A. Transit Oriented Development Projects of minimum Rs. 25 crores (at least one in Delhi) – 10 marks a. 2 marks for each project B. Real Estate development projects of minimum Rs. 25 crores – 20 marks a. 3 projects – 7 marks b. 5 projects – 10 marks c. One mark each for every additional project (maximum up to 20 marks) | 30 | | | | | | | | | | | |
| 3 | Key Personnel <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Team Leader cum Finance Expert</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Real Estate Expert</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Architect</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Urban Planner</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Urban Designer 4 nos. of Research Analyst</td> <td style="text-align: center;">6</td> </tr> </table> | Team Leader cum Finance Expert | 10 | Real Estate Expert | 8 | Architect | 8 | Urban Planner | 8 | Urban Designer 4 nos. of Research Analyst | 6 | 40 | |
| Team Leader cum Finance Expert | 10 | | | | | | | | | | | | |
| Real Estate Expert | 8 | | | | | | | | | | | | |
| Architect | 8 | | | | | | | | | | | | |
| Urban Planner | 8 | | | | | | | | | | | | |
| Urban Designer 4 nos. of Research Analyst | 6 | | | | | | | | | | | | |
| 4 | Approach and Methodology | 10 | | | | | | | | | | | |
| 5 | Technical Presentation | 10 | | | | | | | | | | | |
| | Total Marks | 100 | | | | | | | | | | | |

Technical presentation in the technical evaluation is crucial part of the process, firm unable to present its concept will be considered ineligible for the Bid. The designs/components of evaluation will be presented at the scheduled date & time in front of committee of following officers:

- (1) Commissioner Planning, DDA.
- (2) Commissioner Land Disposal or his representative.
- (3) Chief Account Officer or his representative.
- (4) Chief Engineer or its representative.

- (5) Chief Architect or its representative
- (6) Addl Commissioner (Planning) Projects.
- (7) Director(Planning.)/ Rohini.

The marks of technical presentation will be added and making candidates eligible to be evaluated from total Technical Bid Marks (100). Only those firms that have achieved at least minimum qualifying score (70% in this case) of the total marks will be treated as qualified and only their financial bids will be opened.

22.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out as per this Clause. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider/ firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price, shall be that of the Service Provider/ firm.

Each Financial Proposal will be assigned a financial score (SF). The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

22.3 Selection process

After opening and evaluating the Financial bids of technically qualified firms, a final combined score is arrived based on predefined relative weight ages. The bids with the highest weighted combined score (quality and cost) shall be selected.

After filling the technical score, the system will open financial bid of all qualified firms and compute QCBS score as given below: **QCBS Calculation Logic (e.g. 70:30 weight-age).**

| | Technical Evaluation | | Financial Evaluation | | Result | AoC* |
|------------------|----------------------|------------|----------------------|------------|-------------|----------|
| Weightage | | | | | | |
| Firm 1 | 75 | 83 | 120 | 83 | 83 | |
| Firm 2 | 80 | 89 | 100 | 100 | 92.3 | |
| Firm 3 | 90 | 100 | 110 | 91 | 97.3 | 1 |

*AoC – Award of Contract

$$\text{Calculation Formula} = B = [(C - \text{low} / C \times 100)X] + [T / T - \text{high} \times 100(1 - X)]$$

Where C=evaluated Bid price C-low =The lowest of all evaluated Bid price among responsive Bids T= the total Technical score awarded to the Bid T-high=the Technical score achieved by the Bid that was scored best among all responsive Bids. X= weightage for the process as specified in Bids

Total Score will be calculated based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weight-age. firm 1= $83 \times 0.7 + 83 \times 0.3 = 83$, firm 2 = $89 \times 0.7 + 100 \times 0.3 = 92.3$

firm 3 = $100 \times 0.7 + 91 \times 0.3 = 97.3$ Contract will be awarded to firm3 as it has obtained the highest Final Score.

23. CONFIDENTIALITY

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

The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

24. CLARIFICATIONS

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Firm regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Firm does not provide clarifications sought by the authority within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Firm shall be barred from subsequently questioning such interpretation of the Authority.

25. APPOINTMENT OF FIRM

25.1 Negotiations

- The Selected Firm may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the firm under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

25.2 Substitution of Key Personnel

- The Authority will not normally consider any request of the Selected firm for substitution of Key Personnel as the ranking of the Firm is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- The Authority expects all the Key Personnel to be available during

implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

- Substitution of the Team Leader will not normally be considered and may lead to disqualification of the firm or termination of the Agreement.

26. Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Firm and the Selected Firm shall, within 10 (Ten) 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 Selected Firm is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Firm as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Firm to acknowledge the LOA.

27. Execution of Contract

After acknowledgement of the LOA as afore said by the Selected Firm within it shall execute the Contract within 15 days of the receipt of LOA failing which the offer shall stand withdrawn and performance guarantee shall stand forfeited. The Selected Firm shall not be entitled to seek any deviation in the Contract and/or RFP. All the clauses and terms & conditions of the RFP shall always be deemed to be an integral part of the Agreement and shall strictly be adhered to.

28. Commencement of assignment

The firm shall commence the Services within 15 (fifteen) days of the date of the Award. If the firm fails to sign the Agreement or commence the assignment, its, performance guarantee and security deposit shall be forfeited and appropriated and work may be awarded to any other interested Firm.

29. STANDARD FORMS

| TECHNICAL FORMS | |
|------------------------|--|
| Form 1 | Letter of Proposal |
| Form 2 | General Information of the Firm |
| Form 3 | Financial Capacity of the Firm/ Firm |
| Form 4 (i) | Power of Attorney for Signing of proposal |
| Form 4 (ii) | Power of Attorney for Consortium/ JV |
| Form 5 | Firms Experience |
| Form 6 (i) | Particulars of Key Personnel |
| Form 6 (ii) | CV of Key Personnel |
| Form 7 | Approach and Methodology |
| Form 8 | Integrity Pact |
| Form 9 | Bank Guarantee for Performance Security |
| Form 10 | Declaration for Performance guarantee Earnest Money Deposit |
| FINANCIAL FORMS | |
| Form 11 | Draft Agreement |

Form-1 Letter of Proposal

[On the Letter head of the Firm]

Date and Reference)

To

Sub. Selection of Firm for **“Optimum utilization of undeveloped/vacant Commercial plots in Rohini (Phase-I to V) based upon market dynamics, demand and supply trends and real estate study”**

Dear Sir,

- a. With reference to your RFP Document dated _____, I/We, having examined and satisfied about all relevant documents and understood their contents, hereby submit our Proposal for selection for **“Selection of Firm for “Optimum utilization of undeveloped/vacant Commercial plots in Rohini (Phase-I to V) based upon market dynamics, demand and supply trends and real estate study”**”. The proposal is unconditional and unqualified.
- b. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- c. I/We shall make available to the DDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- d. I/We acknowledge the right of the DDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- e. I/We declare that:
 - i. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the DDA.
 - ii. I/We do not have any conflict of interest in accordance provision of the RFP Document;
 - iii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as per provision of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the DDA or any other public sector enterprise or any government, Central or State; and

- iv. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- f. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Firm, without incurring any liability to the Firms in accordance with clauses of the RFP document.
- g. I/We declare that we/any member of the JV/ Consortium, are/is not a Member of a/any other JV/ Consortium applying for Selection as a Firm (copy of the JV/Consortium form is attached).
- h. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
- i. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any firm of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- j. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees¹.
- k. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DDA in connection with the selection of Firm or in connection with the Selection Process itself in respect of the abovementioned Project.
- l. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- m. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date of opening of Financial bid specified in the RFP.

¹In case the Firm is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedulehereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Firm for pre-qualification hereunder.

- n. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
- o. In the event our firm is being selected as the Firm, I/we agree to abide by the terms & conditions of the assignment as finalized.
- p. I/We have studied RFP and all other documents carefully and also surveyed the sites under its preview. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
- q. The Financial offer will be submitted online.
- r. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. I/We hereby unconditionally accept the tender conditions of DDA a tender document in its entirety for the above work.
- s. The contents of RFP document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions in the tender document and the same has been followed in the present case. In case, these provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and DDA shall without prejudice to any other right or remedy be at liberty to cancel the agreement.

In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Firm)

Form-2 General Information of the firm

(To be submitted on the letter head of the Firm)

[Using the format below, provide information about your firm.]

General information form

1. Name of the Company/Firm:
(Attach an attested photocopy of Certificate of Registration.)
2. Legal status of the Firm:
3. Registered Address, telephone, tele-fax in Delhi
.....
.....
4. Contact Person, Designation and Address including email-id
.....
.....

Signature of the Firm /Authorized representative

- Necessary documentary proof i.e. certificate from banker (in case of proprietorship, copy of Partnership Deed in case of Partnership firm and certificate of incorporation in case of Pvt. Ltd. and Ltd. Co. is required.

Form-3 Financial Capacity of the Firm/ Firm

| S.No | Financial Year | Annual Turnover (Rs. In Cr.) |
|------|----------------|------------------------------|
| 1 | 2018-19 | |
| 2 | 2019-20 | |
| 3 | 2020-21 | |

Certificate from the Chartered Accountant:

This is to certify that the Average Annual Turnover of.....
(name of the Firm) excluding the subsidiary/subsidiaries during the last three
financial years ending March 2021 is as shown above. The.....
(name of the Firm) has earned profit in financial year

Name:

Seal:

Date:

(Signature, name and designation of the authorized signatory)

Form-4 (i) Power of Attorney for Signing of proposal

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (here in after referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incident alto submission of our Proposal for and selection as the Firm including but notlimited to signing and submission of all applications, proposals and other documentsand writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing using all matters before the DDA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the DDA..

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- I. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (one hundred) and duly notarized by a notary public.*
- II. *Wherever required, the Firm should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Firm.*

Form-4 (ii) Power of Attorney for Consortium/ JV

Whereas the Delhi Development Authority (“the Authority”) has invited Bids from interested parties for the ***** Project (“the Project”).

Whereas, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project(s) in accordance with the terms and conditions of the Request for Proposal document (RFP), Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, [the respective names and addresses of the registered office+ (hereinafter collectively referred to as the “JV/Consortium members”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid of the Consortium and submission of its bid(s) for the Project(s), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in firms and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Firm or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid*s+ for the Project*s+ and/ or upon award thereof till the Lease cum Development Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium. IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWEROF ATTORNEY ON THIS _____ DAY OF _____ 20.....

For

(Signature)
(Name & Title)

For

(Signature)
(Name & Title)

Witnesses:
1
2 (Executants)
(To be executed by all the Members of the Consortium)

Notarized Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes to Power of Attorney:

- I. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.
- II. Wherever required, the Firm should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Firm.

Form-5 Firm's Experience

- 1 Project Name:
- 2 Project Location:
- 3 Name of Client:
- 4 Address of the Client:
- 5 Project Fees:
- 6 State Date (Month/ Year):
- 7 Completion Date (Month/ Year):
- 8 No. of professional man-months by the firm:
- 9 Names of Associated Firms/ Firms, if any:
- 10 Narrative Description of Project:
- 11 Description of actual services provided:

Note:

In support of the information, work orders/ award letters/ agreement/ completion certificates issued by clients must be enclosed and properly referenced with Page no. indicated in the format.

Form-6(i) Particulars of Key personnel

The Firm shall propose team consisting of staff / experts to take care of all aspects of the assignment as prescribed in the RFP.

| S. No. | Designation of Key Personnel | Name/Educational professional Qualification | Area of Expertise | Experience in No. of Years |
|--------|---|---|-------------------|----------------------------|
| 1 | Team Leader cum Finance Expert | | | |
| 2 | Real Estate Expert | | | |
| 3 | Urban Planner | | | |
| 4 | Architect | | | |
| 5 | Urban Designer Research Analyst | | | |
| 6 | Research Analyst | | | |
| 7 | Research Analyst | | | |
| 8 | Research Analyst | | | |

(Signature, name and designation of the authorized signatory)

Form-6(ii) CV of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

| | |
|-----------------|---------------------------------|
| Name of project | Description of responsibilities |
|-----------------|---------------------------------|
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- i. I am willing to work on the Study and I will be available for entire duration of the project as required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Firm)

Notes:

- i. Use separate form for each Key Personnel
- ii. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Firm along with the seal of the firm.

Form-7 Approach and Methodology

Form-8 Integrity Pact

To

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

Sub: RFP No.for the work.....
.....

Dear Sir,

It is here by declared that DDA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Request for Proposal (RFP) is an invitation to offer made on the condition that the firm will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the firm will stand disqualified from the tendering process and the bid of the firm would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the DDA

Yours faithfully

Dy. Director (PIg).....

INTEGRITY PACT

To

Director(Plg)

.....

.....

Sub: Submission of proposal for the work of.....

Dear Sir,

I/We acknowledge that DDA is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of proposal documents, failing which I/We will stand disqualified from the consultancy process. I/We acknowledge that THE MAKING OF THE PROPOSAL SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when proposal is finally accepted by D.D.A. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the proposal, D.D.A. shall have unqualified, absolute and unfettered right to disqualify the Firm and reject the proposal in accordance with terms and conditions of the proposal.

Yours faithfully

(Duly authorized signatory of the firm)

Form-9 Bank Guarantee for Performance Security

Inconsideration of acting on behalf of the Delhi Development Authority (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (herein after referred as the “**Firm**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs.....(Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Project, and the Firm having agreed to furnish a Bank Guarantee amounting to Rs.....(Rupees) to the Authority for performance of the said Agreement.

1. We,..... (here in after referred to as the “**Bank**”) at there quest of the Firm do hereby undertake to pay to the Authority an amount not exceeding Rs.....(Rupees)against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees).
3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Firm in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Firm shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement

and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Firm and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority 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 Firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Firm and to forbear or 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 Firm or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Firm(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees.....) and unless claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

For

.....

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form-10 Declaration for ~~Performance Guarantee~~ Earnest Money Deposit

Whereas, I/we (name of firm).....have submitted bids for (name of work)

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.
- (2) If, after the award of work, I /we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/we shall be suspended for one year and shall not be eligible to bid for tenders from date of issue of suspension order.

Signature of the firm/s

Form-11 Draft Agreement

This agreement (hereinafter together with the Annexure (1. Request for Proposal, 2. Submission letter of Financial Proposal attached here to called the “**Agreement**”) is made on the day of the month of 20..., between, Delhi Development Authority, on the one part (hereinafter called the DDA, which expression shall unless repugnant to the context, include its successors and assignees) and, on the other hand, An architectural/Planning consultancy firm having its office at _____, India (hereinafter called the Firm, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS

- (A) The Authority vide its Request for Proposal for selection of firm for “Providing Consultancy for Optimum utilization of undeveloped /vacant Commercial plots in Rohini (Phase-I to V) based upon market dynamics demand and supply Trends and Real Estate study”.
- (B) The firm submitted its proposals for the aforesaid work, whereby the Firm represented to the Authority that it had the required professional skills, and in the said proposals the Firm also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Firm, awarded the Consultancy to the Firm vide its Letter of Award dated..... (the “**LOA**”); and in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, including all the clauses, terms & conditions of the RFP, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Effective Date**” means the date on which this Agreement is executed.
- (g) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;

- (h) **“Government”** means the Government of India.
- (i) **“INR, Re. or Rs.”** means Indian Rupees;
- (j) **“Party”** means the Authority or the Firm, as the case may be, and Parties means both of them;
- (k) **“Personnel”** means persons hired by the Firm or by any Sub- Firm as employees and assigned to the performance of the Services or any part thereof;
- (l) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (m) **“RFP”** means the Request for Proposal document in response to which the Firm’s proposal for providing Services was accepted and shall form part & parcel of the Agreement;
- (n) **“Services”** means the work to be performed by the Firm pursuant to this Agreement, as described in the Terms of Reference here to; and
- (o) **“Third Party”** means any person or entity other than the Government, the Authority, the Firm or a Sub- Firm.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Firm. The Firm shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Firm shall be set forth in the Agreement, in particular:

- (a) The Firm shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The Authority shall make payments to the Firm in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Firm, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Firm's Representative set out below in Clause 1.9 or to such other person as the Firm may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Firm may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Firm; provided that if the Firm does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been

delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Firm.

1.9 Authorized Representatives

1.9.1 Any action required or permitted to be taken, and any document **required** or permitted to be executed, under this Agreement by the Authority or the Firm, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

1.9.3 The Firm may designate one of its employees as Firm’s Representative. Unless otherwise notified, the Firm’s Representative shall be:

Tel:.....

Mobile:.....

Email:.....

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Firm shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Firm shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Firm does not commence the Services within the period specified herein above or violates any of the clauses, terms & conditions, the Authority may, by not less than 2 (two) weeks’ notice to the Firm, declare this Agreement to be null and void, and in the event of such a declaration, the PBG, Earnest Money Deposit (EMD) of the Firm shall stand forfeited.

2.4 Entire Agreement

- 2.4.1 This Agreement read with RFP and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Firm arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.4.2 Without prejudice to the generality of the provisions of Clause 2.4.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.5 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.6 Force Majeure

2.6.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government firms.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Firm or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected

by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.6.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of time

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

2.6.5 Consultation

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

2.7 Suspension of Agreement

The Authority may, by written notice of suspension to the Firm, suspend all payments to the Firm hereunder if the Firm shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

- (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Firm to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Firm of such notice of suspension.

2.8 Termination of Agreement

2.8.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Firm, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.1, terminate this Agreement if:

- (a) the Firm fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of

suspension pursuant to Clause 2.7 here in above, within 30(thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

- (b) the Firm becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Firm submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Firm knows to be false;
- (e) any document, information, data or statement submitted by the Firm in its Proposals, based on which the Firm was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;
- (g) The Firm violates any of the provisions, clauses, terms and/or conditions of the RFP and/or Agreement.
- (h) For any other valid & justifiable reason whether mentioned in the RFP and Agreement or not. The decision of the Authority on validity and justification of the reason shall be final & binding and shall not be questioned.

2.8.2 By the Firm

The Firm may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Firm pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Firm that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Firm may have subsequently granted in writing) following the receipt by the Authority of the Firm's notice specifying such breach;
- (c) as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

- (d) Firm is not able to execute the work because of any such reason which is solely not attributable to it and/or because of any such reason the work cannot be executed without incurring unnecessary losses.
- (e) However, under any such condition, Firm shall not be entitled to any loss of profit, compensation, damage, costs, interest etc. and shall be paid only for the work it has done.

2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Firm's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Firm's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 here of, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the Authority, the Firm shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Authority shall make the following payments to the Firm (after offsetting against these payments any amount that may be due from the Firm to the Authority):

- (i) remuneration pursuant to Clause 6. hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6. hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to any of the sub-clauses of Clause 2.8.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Firm's personnel.

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 here of has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant

to Clause 9. Here of, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE FIRM

3.1 General

3.1.1 Standards of Performance

The Firm shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Firms or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Firm is specified in the Terms of Reference (the "**TOR**") of this Agreement. The Firm shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Firm shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Firm, as well as the Personnel and agents of the Firm and any Sub-Firm, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Firm shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Firm and Affiliates not to be otherwise interested in the Project

The Firm agrees that, during the term of this Agreement and after its termination, the Firm or any Associate thereof and any entity affiliated with the Firm, as well as any Sub-Firm and any entity affiliated with such Sub-Firm, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in

accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Firm shall include a partner in the Firm's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Firm, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Firm nor its Sub- Firm nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Firm not to benefit from commissions, discounts, etc.

The remuneration of the Firm pursuant to Clause 6. hereof shall constitute the Firm's sole remuneration in connection with this Agreement or the Services and the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations here under, and the Firm shall use its best efforts to ensure that any Sub- Firm, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forth with by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Processor before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security or security deposit or both, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority towards, *inter-alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Firm is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Processor before or after the execution of this Agreement, the Firm shall not

be eligible to participate in any tender or RFP issued during a period of 2(two) years from the date the Firm is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning here in after respectively assigned to them which shall be in addition to the meaning assigned to them under any law:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matter concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Firms with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Firm, its Sub- Firms and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to

reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, Digests or summaries created derived from many of the foregoing that is provided by the Authority to the Firm, its Sub- Firms and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Firm is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Firm, its Sub- Firms and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Firm, its Sub- Firms and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Firm, its Sub- Firms and the Personnel of either of them;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Firm, its Sub- Firms and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Firm or its Sub- Firms or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Firm or its Sub- Firms or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Firm

- 3.4.1 The Firm's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Firm shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Firm or on the part of any person or firm acting on behalf of the Firm in carrying out the Services, the Firm, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Firm's liability, if any, for damage to Third Parties caused by the Firm or any person or firm acting on behalf of the Firm in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Accounting, inspection and auditing

The Firm shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Firm's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Firm's actions requiring the Authority's prior approval

The Firm shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood
 - i. that the selection of the Sub- Firm and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the sub contract, and
 - ii. that the Firm shall remain fully liable for the performance of the Services by the Sub- Firm and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.7 Reporting obligations

The Firm shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Firm to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Firm (or by the Sub- Firms or any Third Party) in performing the work shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Firm agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Firm.
- 3.9.2 The Firm shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Firm may retain a copy of such Consultancy Documents. The Firm, its Sub- Firms or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Firm shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Firm or its Sub- Firms or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Equipment and materials furnished by the Authority

Equipment and materials made available to the Firm by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Firm shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Firm shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.10 Providing access to Project Office and Personnel

The Firm shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office

and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Firm and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Firm shall be responsible for accuracy of the data collected by it directly or procured from other firms/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or in adequate diligence on part of the Firm or arises out of its failure to conform to good industry practice. The Firm shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. FIRM'S PERSONNEL AND SUB-FIRM

4.1 General

The Firm shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Firm and the concerned Key Personnel.

4.3 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Firm's remuneration shall be deemed to cover these items.

4.4 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Firm's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall not be responsible to get any sort of permissions or sanction for the Firm and the Firm alone shall be responsible to obtain all such permissions and

sanctioned. However, if so requested and felt proper by the Authority, it may:-

- (a) provide the Firm, such permissions and documents as may be in its power and/or possession. However, non-providing the same shall not convey any benefit to the Firm.

5.2 Access to land and property

Site for the work is on 'As Is Where Is Basis'. There shall be no restraint from Authority in accessing the Site and same shall always be free of charge, If the Firm has to face any genuine hindrance in accessing the Site, Authority may in its sole discretion extend the time but no damages or loss of profit or any extra amount shall be paid on that account.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Firm in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.1, then the remuneration and reimbursable expenses otherwise payable to the Firm under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Firm under this Agreement, the Authority shall make to the Firm such payments and in such manner as is provided in Clause 6. of this Agreement.

6. PAYMENT TO THE FIRM

6.1 Cost estimates and Agreement Value

6.1.1 Payments shall be released as per quoted/negotiated rates.

6.1.2 Except as may be otherwise agreed under Clause 2.5 the payments for the professional fees under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs.....(Rupees.....)inclusive of all taxes and duties as applicable including GST. The GST shall be reimbursable after submitting proof of payment to the Govt.

6.2 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows: -

- (a) The Firm shall be paid for its services as per the Payment Schedule at Annex-2 of this Agreement, subject to the Firm fulfilling the following conditions:

- i. No payment shall be due for the next stage till the Firm completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - ii. The Authority shall pay to the Firm, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Firm to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- (c) The final payment under this Clause shall be made within 6 months of the satisfactory completion of the Work and receipt of final report and a final statement, identified as such, shall have been submitted by the Firm and approved as satisfactory by the Authority. The work shall be deemed completed and accepted finally by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90(ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) days period, gives written notice to the Firm specifying, the deficiencies in the work. The Firm shall thereupon promptly make all necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Firm to the Authority within 30(thirty) days after receipt by the Firm of notice thereof. Any such claim by the Authority for reimbursement must be made within 1(one) year after receipt by the Authority of a final report in accordance with Clause 6.2 (d).
- (e) 30%(thirty percent) of the Agreement Value has been earmarked as Final Payment to be made to the Firm upon after submission and acceptance of all required documents & DPRs. If the work is not completed within stipulated time or even in extended time (if any), the Agreement shall stand terminated and nothing shall be paid to the Firm.
- (f) All payments under this Agreement shall be made to the account of the Firm as may be notified to the Authority by the Firm.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 3%(three percent) of all the amounts due and payable to the Firm, to be appropriated against breach of this Agreement or for recovery of liquidated

Damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Firm one month after submission & acceptance of all deliverables assigned to it and payment of final bill. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Firm hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.2 The Firm may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Firm and such error or variation is the result of negligence or lack of due diligence on the part of the Firm, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Firm by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five percent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Firm, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Firm for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOODFAITH

8.1 Good Faith

The Parties under take to acting good faith with respect to each other’s rights under this Agreement and to adopt all reason able measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating` unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9.hereof.

9. SETTLEMENT OFDISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Arbitration

9.2.1 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
Firm:

SIGNED, SEALED AND DELIVERED
For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.