



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5817926
Dated/दिनांक : 15-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-02-2025 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-02-2025 09:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Housing & Urban Affairs (mohua)
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Delhi Development Authority
Office Name/कार्यालय का नाम	Director Dda
क्रैता ईमेल/Buyer Email	animesh.sinha@gov.in
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Subject Matter Experts; PPP and Financial Modelling, DPR,RFP Preparation & Bid Process Management; Yes; Hybrid(As specified in scope of work)
Contract Period/अनुबंध अवधि	5 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1000 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Estimated Bid Value/अनुमानित बिड मूल्य	25000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	500000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	7

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Commissioner

Commissioner DDA, A-Block, Delhi Development Authority, Ministry of Housing & Urban Affairs (MoHUA), INA, New Delhi-23

(Delhi Development Authority)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Last 3 years average business revenue from consulting:Not less than 10 crores

Number of Consultants on payroll of firms:4

Number of projects completed in India having similar scope & size of proposed project under hiring:5

Scope Of work:[1736870015.pdf](#)

Profile of Consultants:[1736870027.pdf](#)

Pre-qualifications Criteria:[1736870034.pdf](#)

Payment Terms:[1736870038.pdf](#)

Price Break Up Format:[1736870041.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	75	View File

Total Minimum Qualifying Marks for Technical Score: 75

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:DDA Vikas Sadan, INA, New Delhi-23

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
17-01-2025 11:00:00	DDA Vikas Sadan, INA, New Delhi-23

Hiring Of Consultants - Milestone/Deliverable Based - Subject Matter Experts; PPP And Financial Modelling, DPR,RFP Preparation & Bid Process Management; Yes; Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Subject Matter Experts
Consultant's Profile	PPP and Financial Modelling , DPR,RFP Preparation & Bid Process Management
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Animesh Sinha	110023,Vikas Sadan, near INA	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

DELHI DEVELOPMENT AUTHORITY

Account No.

1014042405

IFSC Code

CBIN0282695

Bank Name

Central Bank of India

Branch address

DDA Vikas Sadan, INA, New Delhi-23

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

6. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

7. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due

performance of the Contract and the Sellers obligations there under.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा

जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

REQUEST FOR PROPOSAL

For

“Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPP mode”

**DELHI DEVELOPMENT AUTHORITY
OFFICE OF THE COMMISSIONER (LAND DISPOSAL)**

Address: A-Block, 1st Floor, Vikas Sadan

Website: <https://dda.gov.in>

E-mail: commrlnddisp@dda.org.in

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Annexure-I

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR ONLINE BID SUBMISSION

1. Bidders will submit the bids online through the Government e-Marketplace (GeM) website for-Procurement at <https://gem.gov.in/>
2. Bidder may go through the RFP published on the site and download the required RFP documents/schedules for the RFP he/she is interested in.
3. After downloading / getting the RFP documents/schedules, the Bidders should go through them carefully and then submit the documents as asked; otherwise bid will be liable to be rejected.
4. It will be construed that the bidder has read all the terms and conditions before submitting their offer.
5. Bidder, 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. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded online for the tenders should be less than 2MB. If any document is more than 2MB, it can be reduced through 'RAR' 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.
6. If there are any clarifications, these may be obtained through the site or through contact shared. Bidder should take into account the corrigendum published from time to time, if any.
7. The Bidders can update well in advance, the documents such as certificates, annual report details etc. 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.
8. While submitting the bids online, the bidder shall read the terms & conditions and will accept the same to proceed further to submit the bid packets.
9. The details of the 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.
10. The bidder 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.
11. The bidders are requested to submit the bids through GeM 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 bidders at the eleventh hour.

12. 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 bidders should follow this time during bid submission.
13. All the data being entered by the bidders 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 be viewable by any one until the time of bid opening.
14. 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.
15. The bidder 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.
16. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.

Annexure -II

LETTER OF INTRODUCTION

Commissioner Land Disposal, DDA on behalf of DDA invites RFP through open e-tendering mode in two Bids (Technical bid and Financial Bid) firms/ agencies, fulfilling terms and conditions as per the RFP document for “Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development of land parcels in Delhi on PPP mode”.

NIT No.RFP No. 02/CL/DDA/2024

SN	Category	Details
1	NIT No.	RFP No. 02/CL/DDA/2024
2	Name of Work and Location	Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPP mode
3	Period of Completion	150days(excluding time for approval)
4	Date, time and mode of pre-bid conference	17.01.2025 at 11.30 AM at Vikas Sadan
5	Last date and time of submission of e-tender, and other eligibility documents	29.01.2025 at 5:00 PM
6	Date and time of opening of document related to eligibility criteria/ technical bid (Envelop A)	03.02.2025 at 11:30 AM
7	Date and time of opening of financial bid (Envelop B)	After the evaluation of Technical Bid

1. The intending bidder must read the eligibility criteria, Terms of Reference (TOR) including scope of work carefully. The bidder should only submit the bid if it considers itself eligible and is in possession of all the documents and skills required.
2. Bidder must ensure giving complete information on forms appended with tender documents along with their signatures wherever required on forms, before submission of tender. In case, any deficiency is noticed after opening of tender, then no opportunity will be provided to tenderer to make good the same and the firm/ shall be considered ineligible. If any information furnished by the tenderer 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 tenderer independently including carried out inspection of works completed by them.

3. The Technical Bid shall be opened first, on due date and time, as mentioned above.
4. The Financial bid of tenderers who satisfy desired technical 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, if too many tenders are received satisfying the laid down criterion.

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

Envelope (A) Technical Bid

1. Documents required for eligibility (Refer ToR of bid documents, eligibility and evaluation clause and prescribed Standard Forms mentioned at Schedule 3 except financial offer forms to be submitted online as Financial Bid).
 - i. Letter of Technical Proposal on Form 1.
 - ii. General Information of the Firm on Form 2
 - iii. Financial Capacity of the Applicant on Form 3
 - iv. Power of Attorney for Signing of proposal on Form 4
 - v. Applicants Experience on Form 5
 - vi. Particulars of Key Personnel on Form 6 (i)
 - vii. CV of Key Personnel on Form 6 (ii)
 - viii. Approach and Methodology on Form 7
 - ix. Performance Bank Guarantee on Form 8
 - x. Submission letter for Financial Proposal Covering Letter on Form 9
 - xi. Financial Offer
2. Scanned copy of Earnest Money deposited through RTGS/NEFT in the account of DELHI DEVELOPMENT AUTHORITY having account no.1014042405 with Central Bank of India, Vikas Sadan, DDA Office Complex, New Delhi-110023 Address, (IFSC Code –CBIN0282695).
3. Scanned copy of unique transaction reference of RTGS/ NEFT.

Envelope (B) Financial Bid

1. Financial Offer (Schedule of Price bid in the Form 10 of bid document).

Annexure -III

TENDER/ RFP NOTICE DELHI DEVELOPMENT AUTHORITY

Commissioner Land Disposal, on behalf of DDA invites RFP through e-tendering mode in two Bids (Technical bid and Financial Bid) from firms/ agencies for **“Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPPmode”** fulfilling terms and conditions as per the RFP document.

RFPNo. –RFPNO.02/CL/DDA/2024
E-Tendering fee -NIL
Time of Completion -150 days (excluding approvals)

The Tender/ RFP document is available at DDA website <https://dda.gov.in> and at Government e Marketplace (GeM) for e-Procurement at <https://gem.gov.in/>

Schedule of bidding process:

S.N.	Information	Dates/Details
1.	Release of RFP	14.01.2025
2.	Last date of submission of written queries for clarification	15.01.2025
3.	Date of Pre-Bid meeting	17.01.2025 at 11.30 AM
4.	Release of response to clarifications	24.01.2025
5.	Last date of online submission of proposal	29.01.2025 at 5:00 PM
6.	Opening of Technical Bids	03.02.2025 at 11:30 AM
7.	Declaration of Technical Bid Result	After acceptance by competent authority
8.	Place, Time & date of opening of financial bid	After the evaluation of Technical Bid
9.	Contact person for queries	Commissioner Land Disposal
10.	Address	Room no. 107, A-Block, 1 st Floor, Vikas Sadan

For any clarification may contact at E-mail: commrlnddisp@dda.org.in

Please visit DDA’s website at <https://dda.gov.in>

DISCLAIMER

Though adequate care has been taken in preparation of this Request for Proposal (RFP) document, however, bidders 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 bidders 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' unconditionally.

1. Delhi Development Authority (DDA) does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
2. 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 consultant or otherwise arising in any way from the selection process for the assignment.
3. DDA reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the proposal.
4. 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 bidders on this account.

SCHEDULE 1 – INSTRUCTIONS TO BIDDER

1) GENERAL

1. The offers should be made strictly as per the formats enclosed.
2. The intending bidder shall bear all the costs associated with the 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 consultants are expected to examine and satisfy themselves with 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 Agency must go through the “Information and instruction for Bidders for e-tendering” attached to Bid document.
9. Bidder must ensure beforehand e-registration with GeM.
10. Pre-Bid Meeting shall be held to clarify any queries that Bidders may have. The queries in writing shall also be sent to DDA by bidders latest by 10:00 AM on 15.01.2025 at the address given below.

Room no. 107, A-Block, 1st Floor, Vikas Sadan, New Delhi

The queries shall also be mailed to: commrlnddisp@dda.org.in Bidders should carefully examine all corrigenda, MoM of Pre-Bid Meetings before submission of their Bids. The venue/ date & time of the pre-bid meeting will be

Vikas Sadan, New Delhi on 17.01.2025 at 11.30 AM.

2) SCHEDULE OF BIDDING PROCESS

S. No.	Information	Dates/ details
1.	Uploading of RFP document for E-Tendering	14.01.2025
2.	Date of submission of Pre-bid queries	15.01.2025
3	Pre-bid Meeting	17.01.2025 at 11.30 AM
4	Reply to Pre-Bid queries received	24.01.2025
5	Uploading of Modified Approved RFP(if applicable)	27.01.2025
6	Last date of Proposal Submission (Technical & Financial)	29.01.2025 at 5:00 pm
7	Date of Opening of Technical Proposal	03.02.2025 at 11:30 AM
8	Date of Opening of Financial Proposal	After the evaluation of Technical Bid
9	Intimation for selected Consultants/ Issuance of LOA	Within 15 days of Approval by Competent Authority

3) 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 of Delhi.
4. “**Authorized Representative/ Agency**” shall mean any person/ agency 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 consultant.
6. “**Agreement**” shall mean this agreement inter-alia including the RFP, all annexure 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 Consultant to be appointed for providing Feasibility Studies and Transaction Advisory Services each one individually referred to as PARTY.
8. The term “**Acceptance**” shall mean the same as defined under the Contract Act,1872.

9. The term “**bid**” shall mean and include a composite bid document comprising of financial bid along with all the necessary certificates not limited to financial soundness as required as per RFP.
10. “**CMC**” shall mean Consultancy Monitoring Committee.

4) DUE DILIGENCE BY BIDDERS

Applicants 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, agencies whether government, judicial or quasi-judicial, visiting the Project site, sending written queries to the TIA or in any other manner as may be deemed proper and required by the bidders for successful completion of the project/work without in any manner complaining to the TIA.

It shall always be deemed that all the Bidders have done the 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 bidder nor shall the bidder 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 TIA, could be visualized by the bidder 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 Reference, eligibility/Qualification Criteria and its Evaluation and other necessary documents can be seen and downloaded from the GeM website at <https://gem.gov.in/> or <https://dda.gov.in> free of cost. Kindly see procedure under e-tendering.

1. Intending agencies/tenderers need to register themselves on the Government e Marketplace (GeM) fore-Procurement at <https://gem.gov.in/>. Aspiring Consultants who have not enrolled/registered in GeM should enroll/register before participating. For any further clarification Contact on telephone No. **1800-419-3436 / 1800-102-3436** or send mail to – helpdesk-gem@gov.in

6) PREPARATION AND SUBMISSION OF PROPOSAL

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

The bid for the work shall remain open for a period of 150 days from the date of opening of technical bid. If any tenderer withdraws his/her Bid, the following actions can be taken as mentioned below.

1. (i) If any bidders withdraw his bid or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of

submission of bids, then the TIA shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

(ii) If any bidders withdraw his bid or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the TIA shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

2. If bidder fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the TIA automatically without any notice.
3. In case of forfeiture of earnest money as prescribed in Para (1) and (2) above, the bidder shall not be allowed to participate in the re-tendering process of the work.

7) REJECTION OF BIDS

1. 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.
2. 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 150 days from the date of opening of Technical Bid. The validity of bids may be extended by the mutual consent of the respective Consultants and DDA.

9) EARNEST MONEY DEPOSITED

1. The bidder shall deposit as part of its bid, Earnest Money Deposit (EMD) of Rs. 5,00,000/- (INR Five Lakhs only) along with the proposal in form through RTGS/ NEFT in the account of DELHI DEVELOPMENT AUTHORITY having account no. 1014042405 with Central Bank of India Bank (IFSC Code- CBIN0282695) and scanned copy of Unique transaction reference number of RTGS/NEFT is to be uploaded along with technical bid.
2. In case of postponement of tender due to bank holiday on the last date of receipt of tender, the validity of already prepared earnest money will be acceptable as provided originally.
3. The proposals not accompanied by Earnest Money Deposit (EMD) shall be rejected outright as non- responsive.

Refund of Earnest Money

1. The earnest money given by all the bidders except the “successful bidder” shall be refunded within 30 days of declaration of result of technical bid evaluation.
2. Earnest money shall be refunded to “successful bidder” on receipt of Performance Guarantee submitted on award of work.
3. DDA reserves 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 Consultant, 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 within 10 days of issue of letter of intent. 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 Consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of 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 forfeiture of the performance guarantee in addition to other claims and penalties in the event of the Consultant’s 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 and payment of final bill.

11) CONFLICT OF INTEREST

DDA requires that the Applicants/ Consultants shall provide professional, objective, and impartial advice and at all times hold DDA’s interest 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 Applicants and/or the selected Applicants 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 Consultants 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 Consultants (prior to or after the submission of proposal) designed to establish bid prices at artificial non- competitive level sand 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 Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3. DDA will declare a Consultant disqualified, either indefinitely or for a stated period of time, to be awarded a contract/ contracts, if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

13) INDEMNITY

The Consultant shall, subject to the provisions of the Assignment, indemnify the TIA for any direct loss or damage that is caused due to any deficiency in services.

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 consultants and shall be deemed to be the essence of the contract on the part of the Consultant. The work shall, throughout, during the stipulated period of the contract, be processed with all requisite due diligence. The Consultant will be required to complete the entire job within stipulated indicative time & payment schedule. In case the Consultant fails to complete the work within the indicative time & payment schedule or extended period as above owing to reasons attributable to consultant, liquidated damages @ 0.5% of accepted fee per week of the total accepted fees subject to a maximum of 5% of the total fees payable shall be levied on the Consultant as per the decision of “TIA”. 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) day 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.

The dispute between the parties shall be settled through the court of competent jurisdiction and the courts at New Delhi shall have exclusive territorial jurisdiction.

16) CONSORTIUM/ JV

Consortium or Joint Venture with any other Consultant/ Agency/ Firm is not allowed. However, Consultant can appoint Sub-Consultant for legal services.

17) QUALIFICATION CRITERIA - MINIMUM ELIGIBILITY

A.

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

1. The Applicant should be a registered **legal entity recognized under the legal statute of the country** including any Company/ Partnership firms/ Limited Liability Partnership (LLP) firms established for **more than 5 years as on PDD**. It should be registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status. The Applicant should have its office in Delhi NCR. Documentary evidence for the same to be attached along with Technical Proposal.

B. Technical Capacity:

The Consultant should have, over the past 10 (Ten) years preceding the PDD, Worked as consultant/ advisor on minimum of 5 'Eligible Assignments' as specified below:

Eligible Assignments

PPP Transaction Advisory/ Monetization for any Central / State Government/ IFIs projects in the sectors like real estate, housing, Industrial Park / Industrial Estates, Social Infrastructure sectors including Sports, Health, Education and Tourism having an estimated capital cost of at least INR 100 Cr. (Rupees Hundred Crore) each from the last date of submission of bids.

C. Financial Capacity:

The Applicant should have received a minimum of ₹10 crore (INR Ten Crore) per annum as professional fees from Government consulting in India during each of the 3 (three) financial years preceding the PDD (FY 2020-2021, 2021-2022, 2022-23). For the avoidance of doubt, professional fees hereunder refers to fees received by the Consultant for providing advisory or consultancy services to its clients and does not include fee earned from audit or other services.

18) EVALUATION OF PROPOSALS

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

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

A. Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, the experience of Key Personnel. Only those Applicants whose Technical marks as per the Technical evaluation criteria mentioned below is **75 marks** or more out of 100 shall be declared as qualified for evaluation of their Financial Proposals. **Applicants who have secured less than 75 marks shall be rejected.** The Applicant with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Applicants 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:

<i>S. No</i>	<i>Evaluation Parameter</i>	<i>Max Marks</i>	<i>Required Documentary evidence</i>
A	Consultant's Annual Average Turnover		
	<ul style="list-style-type: none"> • > INR 10 Cr. and < INR 50 Cr. – 3 marks • > INR 50 Cr. and < INR 100 Cr. – 6 marks • > INR 100 Cr. – 10 marks 	10 marks	Form-3
B	Consultant's Experience	25	Enclose copy of work order/ agreement for ongoing/ completed consulting/ advisory project and highlight Scope of Work/
<i>B1</i>	PPP Transaction Advisory/ Monetization for any Central / State Government/ IFIs projects in the sectors like real estate, housing, industrial Park / Industrial Estates, Social Infrastructure	15 marks	

	sectors including Sports, Health, Education and Tourism having an estimated capital cost of at least INR 100 Cr. (Rupees Hundred Crore) each from the last date of submission of bids. <ul style="list-style-type: none"> • Minimum 5 projects – 10 marks • 2 marks for every additional project over and above the minimum number required, maximum up to 15 marks 		services.
B2	Experience of PPP projects involving taking approval from PPPAC The Consultant should have experience of providing Transaction Advisory Services to Central Govt/ Govt. Dept./ PSUs including providing feasibility studies and assisted in in-principle/ final approval process for project from PPPAC in last 10 years (for the above-mentioned sectors) 10 marks for one eligible project subject to a maximum of 10 marks.	10 marks	

Note1: Bidder may showcase different projects in multiple category.

Note 2: INR equivalent to be based on the RBI exchange rate as 2 weeks before the last date and time for submission of bids

C	Consultant's team	40	Self-certification
C1	Team Leader <ul style="list-style-type: none"> • MBA/ PGDBM or equivalent/ CFA with more than 20 years' experience: 2 marks • Experience of leading the team in carrying out feasibility/ PPP projects: 2 marks (1.0 mark for each project) • Experience of working on atleast 2 real estate PPP projects: 2 marks • Should have been working on Permanent Rolls of the Firm for atleast 03 years: 2 marks 	8	
C2	PPP Expert (1) <ul style="list-style-type: none"> • M.Planning/ MBA/ PGDBM or equivalent with more than 8 years' experience: 2 marks • Experience of providing transaction 	06	

	<p>support for atleast two PPP projects: 2 marks(1.0 mark for each project)</p> <ul style="list-style-type: none"> • Experience of working on at least 1 (one) real estate PPP project:1 mark • Should have been working on Permanent Rolls of the Firm for atleast 03 years: 1 mark 		
<i>C3</i>	<p>Urban Planner (2)</p> <ul style="list-style-type: none"> • Masters in Planning with more than 8 years of experience: 2 marks • Experience of working in pre-feasibility/ feasibility/ advisory projects of at least 2 projects in urban infrastructure/ sector: 2 marks • Experience of providing transaction support for atleast one PPP project: 1 mark • Should have been working on Permanent Rolls of the Firm for atleast 03 years: 1 mark 	12 (06 marks for each expert)	
<i>C4</i>	<p>Market Expert (2)</p> <ul style="list-style-type: none"> • M.Planning/ MBA/ PGDB or equivalent with more than total 5 years of experience: 2 marks • Business strategy/ Market assessment/ demand assessment/ marketing/ pre-feasibility/ feasibility etc. for real estate sector: 1 marks • Experience of successful completion of at least 2 real estate transaction projects: 1 mark 	08 (04 marks for each expert)	
<i>C5</i>	<p>Finance Expert:</p> <ul style="list-style-type: none"> • MBA/ PGDB or equivalent/ CA/ CFA with more than 5 years' experience: 3 marks • Carried out feasibility and project structuring for real estate/ tourism/ industrial sector/ social sector projects: 3 	06	

	marks (1 mark for each project)		
C6	Support Staff –3 * <ul style="list-style-type: none"> • MBA/ PGDM/ M.Planning/ M.Tech with 3 years of experience • CVs not to be submitted and evaluated 	-	
D	Approach & Methodology	25	
	Consultant would be required to submit the overall approach and methodology: <ol style="list-style-type: none"> 1. Understanding of the Project 2. Approach & Methodology 3. Work Plan 	25	
	Total	100	

* Selected Bidder may position additional experts and support staff as per the requirement of the assignment at any stage.

Note:

1. The Consultant needs to provide work order/ agreement/ experience certificates for all projects as proofs for Technical capability of the firm, clearly stating the Professional fee. If the documents from clients are in any other language than English, then English translation of experience certificate by authorized translator shall be submitted along with original certificates.

The minimum technical score required to qualify technical evaluation is **75 Marks** out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Consultant should carryout self-evaluation based on the evaluation criteria mentioned above. While submitting the self-evaluation along with bid, Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation.

The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter or electronic mail.

B. Evaluation of Financial Proposal

The financial bid of only top 4 Consultants who qualify in Technical Bid evaluation will be opened. The lowest financial bid (FM) (the total amount comprising of Project 1, Project 2 and Project 3 as mentioned in Financial Form) will be given a financial score (SF) of 100 points. The financial scores (SF) of other financial bids will be determined by using the following formula:

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

In which (SF) is the financial score, (FM) is the lowest financial bid quoted by the qualified applicant firm and F is the financial bid under consideration.

19) SELECTION PROCESS

The final selection shall be based on QCBS i.e. Quality and Cost Based Selection.

The consultancy services will be awarded to the Bidder's scoring highest marks in combined evaluation of Technical and Financial proposals.

Final score of Applicant shall be evaluated based on the following formula:

$$S = ST \times T + SF \times F$$

Where:

S = Final Score of the Applicant

ST = Technical Score of the Applicant

SF = Financial Score of the Applicant

T = Technical Weightage (70%)

F = Financial Weightage (30%)

Applicant scoring the highest marks "H1" will be declared the winner and invited to complete contracting formalities. In case of a Tie between two or more Consultants, DDA shall identify the Selected Consultant having highest financial turnover (in the last FY).

20)CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a trained professional adviser advising the TIA in relation to matters arising out of, or concerning the Selection Process. The TIA 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 TIA 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 TIA or as may be required by law or in connection with any legal process.

21)CLARIFICATIONS

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

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

22) APPOINTMENT OF CONSULTANT

A. Negotiations

The Selected Applicant 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 Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology shall be discussed during negotiations.

B. Substitution of Key Personnel

- The TIA will not normally consider any request of the Selected Consultant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. expects all the Key Personnel to be available during implementation of the Agreement.
- The TIA 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 TIA. In case of substitution of more than 1 key personnel, penalty would be charged amounting to 0.1% of the transaction advisor's project fee.

C. Award of Consultancy

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

D. Execution of Contract

After acknowledgement of the LOA as aforesaid by the Selected Applicant, 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 Applicant 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.

E. Commencement of assignment

The Consultant shall commence the Services within 15 (fifteen) days of the date of the Award. If the Consultant 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 Applicant.

SCHEDULE 2 - TERMS OF REFERENCE (TOR)

1) BACKGROUND

Delhi is the capital of the world's largest democracy and is a major cultural, political, and commercial center of India. Delhi has grown to be a cosmopolitan metropolis with a rich legacy of history and ancient India. Its rapid development and urbanization, coupled with the relatively high average income of its population, has transformed Delhi into government, commercial and financial centre of India. Geographically, city is located on the banks of the river Yamuna and is surrounded by the states of Uttar Pradesh on one side and Haryana by three sides. NCT of Delhi has 11 districts and 33 subdivisions. Civic administration is divided into three municipalities viz. MCD, NDMC and Delhi Cantonment.

The urban development in Delhi is responsibility of Delhi Development Authority (DDA) under the jurisdiction of Ministry of Housing and Urban Affairs, Govt. of India. For years, DDA has played a vital role in the orderly-yet-rapid development of Delhi. DDA is responsible for planning, development and construction of Housing Projects, Commercial Lands, Land Management, Land Disposal, Land Pooling Land Costing etc.

Land Disposal across various uses by the way of sale has been one of the key activities of the Authority. Now, the Authority intends to explore the new methodologies and ways to create a recurring revenue stream for its financial sustainability. In this context, Authority has identified multiple land parcels for creating revenue continuum for Authority as well as carry out transaction advisory for key land parcels.

The Authority intends to develop projects on its land parcels, which are as follows:

- **Commercial Centre:**

Tentative Location - 1 land parcel

1. Sector 22, Dwarka – 39152.79 sqmtr. (3.91 Ha)

- **Offices:**

Tentative Location - 2 land parcels

1. Sector 36, Rohini – 93803.219 sqmtr. (9.38 Ha)
2. Sector 30, Rohini – 51,555 sqmtr. (5.15 Ha)

- **Hotels:**

Tentative Location – 2 land parcels

1. Plot A, Sector-23, Dwarka – 10129 sq. mtrs (1.01 Ha)
2. Plot-A4, Nehru Place (South Delhi) - 9130 sq. mtrs. (0.91 Ha)

- **Hospital:**

Tentative Location – 1 land parcel

1. Sector 9, Dwarka - 37000 sq. mtrs. (3.7 Ha)

In pursuance of the above, the TIA has decided to carry out the process for selection of a DEA empanelled Transaction Advisor for Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at the land parcels as mentioned above in Delhi on PPP mode.

2) SCOPE OF SERVICES

The Consultant is required to conduct feasibility studies, carry out transaction support and assist in bid process management & selection of developer”, the broad scope of services is:

- I. Feasibility Study for selecting developer/ operator on PPP mode.
- II. Preparation of Bid documents.
- III. Assistance in Bid Process Management

The detailed scope is as follows:

The TIA has identified multiple land parcels in Delhi for developing the following projects:

- **Commercial Centre:**

Tentative Location - 1 land parcel

1. Sector 22, Dwarka – 39152.79 sqmtr. (3.91 Ha)

- **Offices:**

Tentative Location - 2 land parcels

1. Sector 36, Rohini – 93803.219 sqmtr. (9.38 Ha)

2. Sector 30, Rohini – 51,555 sqmtr. (5.15 Ha)

- **Hotels:**

Tentative Location – 2 land parcels

1. Plot A, Sector-23, Dwarka – 10129 sqmtr. (1.01 Ha)
2. Plot-A4, Nehru Place (South Delhi) - 9130 sqmtr. (0.91 Ha)

- **Hospital:**

Tentative Location – 1 land parcel

1. Sector 9, Dwarka - 37000 sq.mtr. (3.7 Ha)

In this regard, details of above land parcels will be shared with the selected Transaction Advisor to carry out preliminary assessment and identify and short-list the most suitable land for such development (based on preliminary site assessment). Once, the land parcel for such development is approved by the TIA, feasibility study shall be initiated by the selected Transaction Advisor.

Feasibility and Transaction Advisory Support

Separate study and reporting to be carried out for each project.

I. Feasibility Study for selecting concessionaire/ developer on PPP mode.

- **Site Scoping and Assessment:**
 - Conducting site visits, data collection (Primary & Secondary) and carrying out preliminary analysis of the Project
 - Site location, accessibility and approachability,
 - Understanding the Site topography through a reconnaissance survey to assess the existing topography and enlist the site encumbrances, existence of natural features, water bodies, etc. However, a detailed topographic survey, involving sophisticated instruments, is not included in the scope of the Consultant and will be provided by DDA, if required.
 - Understanding the overall capacities, location, nature of ownership of every land parcel or any asset developed in the site.
 - Current value of the land and Asset (if any) and cumulative and capital investment by the TIA, including the funding plan therein, if any
 - Review of existing Government laws, Bye-laws, Development Control Regulation etc. for the development or any other statutory or regulatory guidelines or compliances for the site
 - Identify strengths and challenges for the proposed project, if any
- **Market Assessment and Demand Assessment:**
 - Market assessment of existing related facilities in the project catchment area while collating information related to overall concept, basic infrastructure, type of infrastructure, project cost, users, charges and fees, usage pattern, development and operating model etc. and other necessary data
 - Carrying out benchmarking exercise with the other leading similar facilities across Delhi NCR and if required then at India level
 - Identify the optimal product scope and mix for revenue maximization
- **Conceptual Plan**
 - The project is envisaged to be developed on PPP and hence, the Selected Developer will be preparing the detailed plan of the facilities. However, to understand the technical and financial feasibility, the Consultant is required to prepare a Conceptual plan which should consider the existing features and product mix defined by the market and demand assessment.
 - The Consultant shall take into account the applicable bye-laws and development control regulations for developing concept plan
 - The conceptual plan shall cover broad aspect such as overall built-up, key features of the development.

- Financial Feasibility and Project Structuring
 - Identify the broad cost estimates (capital and operational costs)
 - Develop a detailed financial model including all assumptions for capital expenditure, operation and maintenance costs, possible revenue streams, accounting and tax implications, returns to the TIA and investors etc. over the entire period of the concession. The financial model should include all necessary assumptions, calculations, statements, ratios etc. required for evaluating various aspects of the transaction; Carry out scenario analysis to ascertain a range of expected value for the site, depending upon performance, market conditions, yield expectations etc. and calculate Internal Rate of Return (IRR), operational margin, Net Present Value (NPV) etc. over different concession periods.
 - Preparation of alternative business models for the project along with its pros and cons. Based on the same, recommend the optimal project structure for implementing the Project on Public-Private Partnership basis and elaborate the detailed contours of the chosen structure including the recommended terms and conditions and documentation required etc.
 - Develop risk assessment matrix and clearly define the roles and responsibilities of the different parties to be involved in the project. Recommend allocation/mitigation of the risks across different parties.

II. Preparation of Bid Documents

- Preparation of draft bid documents
 - Post the finalization of the feasibility and project structure, the consultant shall prepare the draft bid documents including RFP and Draft Concession Agreement (based on the Model Concession documents) and any other document required to conduct the bidding process for the selection of concessionaire.
 - Assist in preparation of Project Information Memorandum (PIM) in an illustrative manner so as to give clear details about the project for the Bidders to understand the details of the project.
 - Assistance in obtaining approvals for the Feasibility and bidding documents from the competent Authority (EFC/ SFC/ PPPAC etc.), if any. All documentation, presentation and modification & resubmission of documents as may be required for the in-principle approval/ final approval of the project from competent Authority shall be facilitated by the Consultant.

III. Assistance in Bid Process Management

The Consultant shall assist DDA in the bid process for selection of the Concessionaire from among the Bidders and till the signing of the Concession Agreement. This would include but not be limited to:

- Assist in undertaking pre-tender stakeholder consultations, pre-bid conference(s) and responding to the queries satisfactorily and within the specified time;

- Investor Outreach and facilitation: Planning for all the roadshows, one to one meetings with potential private players, support in marketing and promotion of the project to investors.
- Assist TIA in evaluation of bids and selection of the concessionaire for the project;
- Assistance during Signing of Concession Agreement with Selected Concessionaire/ operator which includes finalization of the Concession Agreement with all schedules and incorporating the clarification given in the pre-bid meeting, etc. Beside above, all intermediate activities, required for preparation of documents, clarification, interaction etc. with selected bidder and DDA officials shall be carried out by the Transaction Advisor.

Note: The cost with respect to logistics and venue for the investor roadshows, promotion, advertisement, marketing and promotion shall be borne by DDA.

Exclusions from the scope of work

1. Consultant shall only indicate necessary statutory approvals required to be obtained from concerned authorities. Consultant will not liaison with any TIA in taking any statutory approval required, if any including EIA, SIA etc.
2. Consultant will not be required to assess/ quantify/ conduct/ prepare any TSS, soil, structural survey, architectural design, structure plan, master plan, and detailed estimates, BoQs, 3Ds, walkthroughs etc.

3) DELIVERABLES AND PAYMENT SCHEDULE

S. No.	Deliverable*	Submission Timeline (T)	% of total fee
1.	Submission of Inception Report including on short listing of Land Parcels & Site Assessment Report	T + 15 days	20%
2.	Submission of Draft Feasibility Report including Market Assessment Report, financial feasibility product mix	T + 30 days	20%
3.	Submission of Final Feasibility Report including broad cost estimates, project structuring and financial feasibility	T + 45days	20%
4.	Submission of tender documents for selection of Developer/ Concessionaire	T + 75 days	10%
5.	Bid Process Management and Selection of Developer/ Concessionaire (<i>starting from conveying of approval to float the bid</i>)	60 days commencing from the date of approval to float the bid.	20%
6.	Signing of Concessionaire Agreement	15 days from approval of H1 bidder	10%

T is Start date of Assignment, i.e. from the date of Signing of Agreement

* Payments against payment milestones will be released separately for each Project.

NOTE:

- a. The above table does not include the time taken for granting approvals by the DDA or other statutory bodies. For the sake of clarity, any time taken by DDA or any other agency would be added to the delivery timelines for the Consultant. No compensation will be given to consultant if project gets extended due to acceptance of reports except as agreed by the Competent Authority
- b. Even if the work is delayed on any account, whatsoever, neither the Consultant 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.
- c. The Consultant 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 Consultant.
- d. Payments to the Consultant will be released as per the above schedule, after verifying the relevant stage of activity has been satisfactory completed.
- e. No advance payment shall be made.
- f. The payment shall be made to the Consultant only after the bill for each deliverable is submitted by the Consultant along with all the required documents showing the completion/ achievement of the stage.
- g. The payment shall be processed only after the bill is submitted by the Consultant with all required documents, it shall not be entitled for any interest.
- h. Unless the Consultant is directed to stop the work by a notice in writing issued by the Competent Authority, the Consultant shall continue to perform & execute the work irrespective of any impediment. If for any reason, whatsoever, Consultant 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.
- i. If the Consultant is not able to complete the work within the stipulated period and the reason(s) is/are beyond the control of the Consultant and is/are absolutely not attribute able to Consultant, DDA may in its soled is creation and upon such terms & conditions as may be deem fit by it, extend the stipulated period by a maximum period of six months with the approval of Competent Authority.

SCHEDULE 3 - STANDARD FORMS

TECHNICAL FORMS	
Form 1	Letter of Technical Proposal
Form 2	General Information of the Firm
Form 3	Financial Capacity of the Applicant
Form 4	Power of Attorney for Signing of proposal
Form 5	Applicants Experience
Form 6 (i)	Particulars of Key Personnel
Form 6 (ii)	CV of Key Personnel
Form 7	Detailed Approach and Methodology
Form 8	Performance Bank Guarantee
FINANCIAL FORMS	
Form 9	Letter of financial Proposal
Form 10	Financial Offer

Form-1 Letter of Technical Proposal

[On the Letter head of the Applicant]

Date and

Reference

To

Sub. Selection of “Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPP mode”

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 Proposal for selection of **“Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPP mode”**. 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 Consultant, without incurring any liability to the Applicants in accordance with clauses of the RFP document.
- g. 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 TIA 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.
- h. 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 agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- i. I/We further certify that no investigation by a regulatory TIA is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees^[1].
- j. 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 Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
- k. 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.
- l. I/We agree to keep this offer valid for 150 days from the Proposal Due Date of opening of Financial bid specified in the RFP.
- m. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4 (i).
- n. In the event our firm being selected as the Consultant, I/we agree to abide by the terms & conditions of the assignment as finalized.
- o. I/We have studied RFP and all other documents carefully and also surveyed the Studysite. 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.

- p. The Financial Proposal is being submitted separately. This Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- q. 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 it's entirely for the above work.
- r. The contents of RFP document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in it's entirely, 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 Applicant)

Form-2 General Information of the firm

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

[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 Consultant/ Authorized representative

Note: Necessary documentary proof i.e. Incorporation certificate

Form-3 Financial Capacity of the Firm/Applicant

S. No.	Financial Year	“Professional fees from Govt. Consulting”
1	2020-21	
2	2021-22	
3	2022-23	

Certificate from the Statutory Auditor/ Chartered Accountant:

This is to certify that professional fee from Govt. consulting in India..... (the name of the Applicant) excluding the subsidiary/ subsidiaries during “each of the” last three financial years ending March “2023” is as shown above. The.....(name of the applicant) has earned profit in financial year

Name of the firm:

Seal of the firm

Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

To be executed on non-judicial stamp paper of INR 100/- and duly notarized

Form-4 Power of Attorney

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 to submission of our Proposal for and selection as the Consultant including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the TIA, 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 TIA 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
ABOVENAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON
THIS.....DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2

(Signature, name, designation and address of the 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 Applicant 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 Applicant.*

Form-5 Applicant'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/ Consultants, if any:	
10	Narrative Description of Project:	
11	Description of actual services provided: <i>Including project cost</i>	

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 consultant 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				
2				
3				
4				

(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
 - Client
 - Location
 - Duration
 - Position held
 - Project brief
 - Description of responsibilities

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)

I, the undersigned, certify that the qualifications and experience mentioned in this CV are factually correct.

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

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 Applicant firm along with the seal of the firm.

Form-7 Approach and Methodology

The consultant is required to give presentation on the Approach & Methodology as per Clause 18 and is not required to submit the same with the Technical Proposal submission.

The date of the Presentation shall be informed to the bidders separately.

Form-8 Performance Bank Guarantee

In consideration of the Delhi Development Authority(hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called “the said consultant(s)” for the work of _____ (hereinafter called “The said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs._____ (Rupees _____ only) as a security/guarantee from the consultant(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We _____ (indicate the name of the bank) (hereinafter referred to as “the Bank) hereby undertake to pay to the Government an amount not exceeding Rs._____ (Rupees _____ only) on demand by the Government.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said consultant(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____ (Rupees _____ only).

3. We _____ (indicate the name of the bank) the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the consultant(s) 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 there under and the consultant(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certified that the terms and condition of the said agreement have been fully and properly carried out by the said consultant (s) and accordingly discharges this guarantee.

5. We _____ (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without effecting 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 consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said consultant(s) and to for bear 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 consultant(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said consultant(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the consultant(s).

7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to _____ unless extended on demand by Government. Not with standing anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a 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.

Dated _____ the day of _____ for _____

(Indicate the name of Bank)

Form-9 Submission letter for Financial Proposal Covering Letter

[On Applicant’s letter head]

(Date and Reference)

To,

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

Dear Sir,

Subject: Appointment of **“Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPP mode”**

I/We, the understand, offer to provide services for **“Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPP mode”**. In accordance with your request for proposal dated<date> i.e. the date of publication, and our proposal (Financial Proposal). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all taxes and duties as applicable including GST.

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period/extended validity period of the proposal.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and Seal of the Applicant)

Form-10 Financial Offer

S No	Description of items	Rate (INR)	Quantity	Amount (INR)
	Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPP mode			
1.	Project 1		01	
2.	Project 2		01	
3.	Project 3		01	
4.	Project 4		01	
	Total (in Figure)			
	Total (in words)			

Total amount in words _____

Amount shall be inclusive of all taxes and duties as applicable on last day of stipulated date of receipt of tender.

Consultant shall quote the rates in both figures and words.

In case of discrepancy in figures and words, the rates quoted in words shall be taken as correct.

Signature of consultant/ Authorized representative _____

(Name and seal of the applicant)

SCHEDULE 4 - 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, having its registered office at India (hereinafter called the Consultant, which expression shall unless repugnant to the context, include its successors and assignees). This agreement is valid for a period of 12 months from signing of the Effective date, unless extended with mutual consent by both the parties.

WHEREAS

- A. The TIA vide its Request for Proposal for selection of **Conducting Feasibility Studies and Transaction Advisory for selection of Developer for suitable development at land parcels in Delhi on PPP mode.**
- B. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the TIA that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the TIA on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the TIA, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant 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.

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) “**Additional Costs**” shall have the meaning set forth in Clause6.1.1;
- (b) “**Agreement**” means this Agreement, including all the clauses, terms & conditions of the RFP, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause6.1.1;
- (d) “**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;
- (e) “**Confidential Information**” shall have the meaning set forth inClause3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;

- (g) “**Effective Date**” means the date on which this Agreement is executed.
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (i) “**Government**” means the Government of India.
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (k) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) “**Personnel**” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) “**RFP**” means the Request for Proposal document in response to which the Consultant’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 Consultant 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 Consultant or a Sub-Consultant.

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 to 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 Tender Inviting Authority(TIA) and the Consultant. The Consultant 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 TIA and the Consultant shall be as set forth in the Agreement, in particular:

- a. The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. The TIA shall make payments to the Consultant 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.

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 Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the TIA; 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, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the TIA;
- b. in the case of the TIA, be given by e-mail and by letter delivered by hand and be addressed to the TIA with a copy delivered to the TIA Representative set out below in Clause 1.9 or to such other person as the TIA may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the TIA's office, it may send such notice by e-mail; 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 Consultant.

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 TIA

or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

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

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

Tel:.....

Mobile:.....

Email:.....

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the TIA 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 Consultant 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 Consultant does not commence the Services within the period specified here in above or violates any of the clauses, terms & conditions, the TIA may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the PBG, Security Deposit of the Consultant 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 Consultant 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 agencies.

(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-Consultant 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 fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an even to 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 Consultant 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 TIA may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.8 Termination of Agreement

2.8.1 By the TIA

The TIA may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause2.8.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performanceof its obligations hereunder, as specified in a notice of suspension pursuant to Clause2.7 here in above, within 15(fifteen) days of receipt of such notice of suspension or within such further period as the TIA may have subsequently granted in writing;
- (b) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- (c) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) The Consultant submits to the TIA a statement which has a material effect on the rights, obligations or interests of the TIA and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days;
- (g) The Consultant violates any of the provision, clause, terms and/or condition 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 TIA on validity and justification of the reason shall be final & binding and shall not be questioned.

2.8.2 By the Consultant

The Consultant may, by not less than 15(fifteen) days' written notice to the TIA, 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 TIA fails to pay any money due to the Consultant 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 Consultant that such payment is overdue;
- (b) the TIA 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 Consultant may have subsequently granted in writing) following the receipt by the TIA of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 days or the TIA fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9. hereof.
- (d) Consultant 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) Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.
- (f) However, under any such condition, Consultant 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 Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as related to the Consultant'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 Consultant 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 Consultant and equipment and materials furnished by the TIA, the Consultant 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 TIA shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the TIA):

- (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 Consultant'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 CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations here under 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 Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the TIA, and shall at all times support and safeguard the TIA's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

3.2.2 Consultant not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, 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 TIA in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the TIA in accordance with the rules of the TIA. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant 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 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6. hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant 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 Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant 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 TIA shall be entitled to terminate this Agreement forth with by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant 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 TIA shall forfeit and appropriate the performance security or security deposit or both, as mutually agreed genuine pre- estimated compensation and damages payable to the TIA towards, *inter-alia*, the time, cost and effort of the TIA, without prejudice to the TIA's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the TIA under Clause 3.2.5 above and the other rights and remedies which the TIA may have under this Agreement, if the Consultant is found by the TIA 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 Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2(two) years from the date the Consultant is found by the TIA 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 TIA 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 TIA, 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 Processor 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 TIA 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 TIA under this Agreement;

(d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the TIA 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 **Confidentiality**

The Consultant, its Sub-Consultants 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 create derived from many of the foregoing that is provided by the TIA to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the TIA, its technology, technical processes, business affairs or finances or any information relating to the TIA’s employees, officers or other professionals or suppliers, customers, or contractors of the TIA; and any other information which the Consultant 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 TIA.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants 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 Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants 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 Consultant, its Sub-Consultants and the Personnel of either of them shall give the TIA, 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 Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants 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 Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the TIA 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 Consultant or on the part of any person or Consultant acting on behalf of the Consultant in carrying out the Services, shall not be liable to the TIA:

- (i) for any direct loss or damage that exceeds the Total Contract Value; and
- (ii) for any indirect or consequential loss or damage.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 (one) time the Agreement Value.

3.5 Accounting, inspection and auditing

The Consultant 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 Consultant's costs and charges); and
- (b) permit the TIA 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 TIA.

3.6 Reporting obligations

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

3.7 Documents prepared by the Consultant to be property of the TIA

3.7.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the work shall become and remain the property of the TIA, and all intellectual property rights in such Consultancy Documents shall vest with the TIA. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the TIA under law, shall automatically stand assigned to the TIA as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the TIA may deem necessary to secure its rights herein assigned by the Consultant.

3.7.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the TIA, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the TIA.

3.7.3 The Consultant shall be responsible to the TIA 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 Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the TIA.

3.8 Equipment and materials furnished by the TIA

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

3.9 Providing access to Project Office and Personnel

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

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

3.10 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/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 be liable to the TIA against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any gross negligence or in adequate diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey /investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant 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 TIA 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 TIA. In case of substitution of more than 1 key personnel, penalty would be charged amounting to 0.1% of the transaction advisor's project fee.

5. OBLIGATIONS OF THE TIA

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the TIA shall not be responsible to get any sort of permissions or sanction for the Consultant and the Consultant alone shall be responsible to obtain all such permissions and sanctioned. However, if so requested and felt proper by the TIA, it may:-

(a) provide the Consultant, 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 Consultant.

5.2 Access to land and property

Site for the work is on 'As Is Where Is Basis'. There shall be no restraint from TIA in accessing the Site and same shall always be free of charge, If the Consultant has to face any genuine hindrance in accessing the Site, TIA 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 Consultant 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 Consultant 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 Consultant under this Agreement, the TIA shall make to the Consultant such payments and in such manner as is provided in Clause 6. of this Agreement.

6. PAYMENT TO THECONSULTANT

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.

6.2 Mode of billing and payment

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

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

i. No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the TIA, the work pertaining to the preceding stage.

ii. The TIA shall pay to the Consultant, only the undisputed amount.

(b) The TIA shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the TIA of duly completed bills with necessary particulars (the "**Due Date**").

(c) The final payment under this Clause shall be made within 3 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 Consultant and approved as satisfactory by the TIA. The work shall be deemed completed and accepted finally by the TIA and the final deliverable shall be deemed approved by the TIA as satisfactory upon expiry of 90(ninety) days after receipt of the final deliverable by the TIA unless the TIA, within such 90 (ninety) days period, gives written notice to the Consultant specifying, the deficiencies in the work. The Consultant 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 TIA shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the TIA.

(d) 10% (ten percent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon after submission and acceptance of all required documents.

(e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the TIA by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The TIA shall retain by way of performance security (the “**Performance Security**”), 3% (three percent) of all the amounts due and payable to the Consultant, 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 Consultant on expiry of 2 months 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 TIA may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Performance Bank Guarantee substantially in the form specified at Form-8 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 direct damages thereof shall be quantified by the TIA in a reasonable manner and recovered from the Firm by way of deemed liquidated damages, subject to a maximum of 5% (five 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 5% (five 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 Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The TIA shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant 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 Consultant 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 TIA, other penal action including debarring for a specified period may also be initiated as per policy of the TIA.

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.

Dispute Resolution

- i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in **Conciliation**.

- ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

Conciliation

- i. In the event of any Dispute between the Parties, either Party may call upon the TIA and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute.

The dispute between the parties shall be settled through the court of competent jurisdiction and the courts at New Delhi shall have exclusive territorial jurisdiction.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

For and on behalf of Consultant:

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

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

In the presence of:

In the presence of:

- 1.
- 2.

- 1.
- 2.

^[1]In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule..... hereto". 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 Applicant for pre-qualification hereunder.