



DELHI DEVELOPMENT AUTHORITY

NOTICE INVITING BID for engaging Real Estate Advisor to Maximize Sale/ disposal of DDA Flat

Tender Schedule

Activities	Date	Time
<i>Bid submission starts</i>	19.06.2023	6:00 PM
<i>Pre bid meeting</i>	23.06.2023	5:00 PM
<i>Submission of Bids end</i>	29.06.2023	5:00 PM
<i>Bid opening</i>	29.06.2023	6:00 PM

DDA reserves the right to reject the whole or any part of the tender without assigning any reason.

DISCLAIMER

(i) Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder during the time designated for pre bid queries, it shall be considered that the Tender Document is complete in all respects.

(ii) The information contained in this tender whether subsequently provided to the bidders, ("**Bidder/s**") verbally or in documentary form

by Delhi Development Authority (henceforth referred to as “**DDA**” in this document) on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

(iii) DDA reserves the right to modify, amend or supplement this Tender Document.

(iv) While this Tender Document has been prepared in good faith, neither DDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.

(v) The issue of this Tender document does not imply that DDA is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and DDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

(vi) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by DDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

(vii) This tender is not an agreement or an offer by the DDA to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this Tender.

(viii) This tender may not be appropriate for all persons, and it is not possible for the DDA and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this Tender to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

(ix) The DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

(x) The DDA and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption,

statement or information contained therein or deemed to form part of this tender or arising in any way in this Selection Process.

(xi) The DDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender.

(xii) The DDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

Introduction

The Delhi Development Authority (hereinafter referred to as DDA) was created in 1957 under the provisions of the Delhi Development Act "to promote and secure the 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. DDA has played a vital role in the orderly-yet-rapid development of Delhi. The city has become the residence of choice for more than 32 million people and this number continues to increase.

DDA commenced its housing activities in 1967 and has played a crucial role in providing more than five lakh houses to the people of Delhi. DDA has been constructing houses in Delhi according to the requirements and purchasing capacity of different strata of society. DDA, from time to time, has been announcing schemes through newspapers and advertisements for various categories of flats. Till date, DDA has announced approximately 54 housing schemes for the benefit of the people desirous of having a house in Delhi and allotment of houses has been made to registrants of all 54 housing schemes.

Earlier, the residential dwelling units/flats were allotted on Leasehold or hire-purchase basis and the allottee needed to get them freehold, now the flats are allotted on Freehold basis conferring exclusive ownership rights to the allottees except in cases of allotment made to Persons with

Physical Disabilities (on hire purchase basis) or EWS Category who are allotted flats on subsidized rates. DDA has switched over from allotment from Offline (physical) mode to complete online mode. The applicant/allottees need to visit DDA offices only for taking over physical possession of flats and at the time of execution of Conveyance Deed (CD). Besides, these two instances all other functionalities of Housing are made end-to-end on web-based application AWAAS.

Delhi is a globally competitive and thriving urban center which is one of the fastest growing mega cities of the world. It has emerged as a top destination for investments with a leading startup eco-system. Delhi is a preferred city in terms of employment, higher education and residence. According to the Census of India, 85% of the city's population belongs to low and mid-income segments (Socio-Economic Survey of Delhi, GNCTD, 2018-19), the high cost of land in the city has resulted in making housing unaffordable. The Housing demand for Delhi (2011-2041) is estimated to be 34.5 lakh dwelling units, assuming an average household size of 4.5. There has been enormous development in NCR in the real estate sector during last 25 years. Buyers now have multiple options to buy flats constructed by private builders/developers in satellite towns of Delhi like Gurgaon, Noida, Faridabad, Ghaziabad, etc where a huge inventory of unsold flats is available for sale. Impact of the aforesaid developments is seen in terms of lesser demand of DDA flats. Since 2014, all Housing Schemes launched by DDA have received poor response.

The Authority is working towards disposal of its unsold inventory of flats. DDA desires to select a Real Estate advisor for monetization of its assets.

The assets include residential flats which are ready to move built up flats in the satellite sub-city of Narela. While there is an extensive inventory of flats at various sectors of Narela, this RFP specifically seeks to understand mechanisms in which the already built-up flats of the Authority can be monetized.

Housing activities in DDA are regulated by DDA (Management and Disposal of Housing Estates) Regulations, 1968. The same has recently

been amended vide Notification dated 17 February, 2023 enclosed at **Annexure VII**

DOWNLOADING TENDER DOCUMENTS

Tender document can be downloaded free of cost from Gem Portal and website of **www.dda.gov.in**

1. EARNEST MONEY DEPOSIT (EMD)

- An EMD of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) in favor of Delhi Development Authority to be deposited in the form of Bankers Cheque of a Commercial Bank /Account Payee Demand Draft of a Commercial Bank /Fixed Deposit Receipt (FDR) of a Commercial Bank/ insurance Surety Bonds/Bank Guarantee[#] from a commercial bank, copy of which to be scanned and to be uploaded with other technical documents as mentioned in the tender. Failing to deposit EMD on or before the last date of submission of bids (Tender Due Date) shall lead to non - consideration of bid and its automatic rejection.
- The EMD of all bidders during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation, except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Guarantee. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Tender Due Date (last date of Bid Submission), for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the EMD.
- The EMD will be forfeited at the discretion of DDA on account of one or more of the following reasons:
 - a. The Bidder withdraws its Proposal/bid during the period of proposal validity.

- b. Bidder does not respond to requests for clarification of its proposal.
- c. In case of a successful Bidder, the said Bidder fails to sign the Agreement in time.
- d. In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /BG of the bidder/s will be forfeited.
- e. If any tenderer withdraws his tender 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 DDA 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.
- f. If any tenderer withdraws his tender 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 DDA shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- g. If bidder fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the DDA automatically without any notice.

2 PERFORMANCE GUARANTEE/BANK GUARANTEE

2.1 The Performance Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the 'Delhi Development Authority' in the

format appended to the tender at ANNEXURE-II.

2.2 The Performance Guarantee shall be for an amount equal to 10% (Ten percent) of the total value of the Contract (tendered/bid amount).

2.3 All charges whatsoever such as premium, commission, etc. with respect to the Performance Guarantee shall be borne by the bidder.

2.4 Performance Guarantee is to be furnished within 7 days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

2.5. The performance security will be forfeited and credited to the DDA account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

3. BRIEF DESCRIPTION OF BIDDING PROCESS

DDA has adopted two stages bidding process (referred to as the "Bidding Process") for selection of the Bidder for award of the work. The Bidder **will be selected under L1** method as described in this tender.

3.1 Under this process, the Bid shall be invited under two stages- In stage one, eligibility along with submission of EMD (bid security) and technical capability of the bidder will be first examined based on the details submitted

under the Technical Bid with respect to eligibility criteria stipulated in this tender. The Financial Bid under the second stage shall be opened of only those shortlisted Bidders whose Technical Bids are responsive to eligibility as prescribed in this tender.

3.2 The documents and any addendum issued subsequent to this tender document will be deemed to form part of the Bidding Documents.

3.3 The bidder which has quoted L1 price will not be allowed to withdraw from bid. In case of withdrawal, administrative action (including blacklisting) will be taken against the agency.

3.4 The technical evaluation will start on 29.06.2023 from 5:00 PM. Financial quotation will be opened after evaluation of technical qualification on 29.06.2023 from 6:30 PM.

4. Terms of Reference

The purpose of engaging a Real Estate advisor/ consultant is for it to study, advise and to suggest mechanism for maximizing sale/disposal of DDA Flats based on following terms of references: -

- h. To study market mechanism of prices of EWS, Janta, LIG, MIG and HIG residential flats in various areas/ localities (where vacant DDA Flats of the similar category exist). List of new and old inventories is available at **Annexure-V**. Indicative typical unit plan of some locations have been **annexed at Annexure VI**.
- i. Study dynamics of Real Estate sector from demand and supply side which are adversely affecting sale/ disposal of DDA Flats.
- j. Study existing housing regulations and mechanism of costing/ pricing of DDA flats and making suitable suggestions for

dynamic pricing of DDA Flats to ensure maximum sale/
disposal of DDA Flats.

- k. Suggest measures other than price corrections to optimize sale of DDA Flats. The additional cost to be incurred by DDA, if any that may result in increasing the quantum of sale including the revenue implication may also be indicated.
- l. Suggest measures to increase revenue of DDA from sale of flat by imposition of preferred rates for corner, sun facing, road facing, market facing flats etc.
- m. To study practices/ mechanisms being followed by other Development Authorities/Housing Board for sale of their flats and suggest best practices after having comparative study followed by its analysis authenticated with documents.
- n. Devise viable/ implementable strategy to optimize the sale of the DDA Flats.
- o. To study/explore the option of renting the flats at Narela to generate revenue.
- p. The successful bidder will have to visit vacant DDA Flats at various locations like Narela, Jasola, Rohini, Dwarka and interact with stakeholders to obtain feedback.

5. Payment Provisions & Timelines:

- a. The payment of 15% of the contract value will be released on submission of draft report in 20 days time from date of signing of agreement.
- b. After the study report is submitted within the stipulated time of 30 days, a committee consisting of officers of DDA will evaluate the report/ suggestion. Ease of implementation / economic and legal viability of suggestions/ measures and authenticity of data will be the key criteria for evaluation of the report. Based on the findings of the committee, if the report is found

satisfactory, further payment of 35% will be made to the agency.

- c. The committee will then recommend revisions in the report, if any. The agency will have to submit the revised report within 10 days. Next 30% payment of contract value will be released after report is submitted with the necessary revisions desired by the aforementioned committee.
- d. Balance 20% payment of contract value will be released after final acceptance of report by the Competent Authority.

6. Requirement of Personnel

- i. The real Estate advisor shall ensure that it shall deploy sufficient number of qualified personnel having adequate knowledge, skill and experience for providing necessary level of services as required by DDA for timely execution of the contractual services as per the terms of references. An organizational chart of the Real Estate Consultant's key personnel shall be submitted. No person deployed for DDA's work shall be replaced without written permission of DDA. In case of misbehaviour, proven incompetence or Gross Negligence, DDA shall require the replacement of the personnel deployed for DDA's assignment. These personnel shall be replaced with a competent person by the Real Estate Consultant immediately after taking approval from DDA. DDA also has the right to ask for replacement of Real Estate Consultant's personnel without assigning any reason.

II. The Real Estate Advisor will deploy at least but not limited to the below mentioned officers for completing the work assigned by DDA to it.

Post	Educational Qualification	Minimum Experience
Real Estate Expert (Team Leader)	MBA/ B.Arch. / B. Planning / M Arch. / M. Planning in urban planning with specialization in housing/ real estate	15 years in real estate sector. Must have advised at least 03 successful housing projects of minimum cost of Rs. 75 Crores each as team leader/ second lead.
Marketing Expert	MBA with specialization in marketing.	12 years in real estate sector. Must have advised at least 02 successful housing projects of minimum cost of Rs. 75 Crores each as marketing expert.
Financial Expert	MBA with specialization in Finance.	10 years in real estate sector. Must have advised at least 02 successful housing projects of minimum cost of Rs. 75 Crores each as Financial Expert.

c. The Real Estate Advisor will also deploy at least 2 but not limited to the below mentioned officers for completing the work assigned by DDA to it.

Post	Educational Qualification	Minimum Experience
Real Estate Expert (Consultant)	MBA/ B.Arch. / B. Planning / M Arch. / M. Planning in urban planning with specialization in housing/ real estate	6 to 10 years in real estate sector. Must have advised at least 03 successful housing projects of minimum cost of Rs. 75 Crores each as team leader/ second lead.

Marketing Expert (Consultant)	MBA with specialization in marketing.	6 to 10 years in real estate sector. Must have advised at least 02 successful housing projects of minimum cost of Rs. 75 Crores each as marketing expert.
Financial Expert (Consultant)	MBA with specialization in Finance.	6 to 10 years in real estate sector. Must have advised at least 02 successful housing projects of minimum cost of Rs. 75 Crores each as Financial Expert.

7. INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA

The mode of tender is online on gem portal and shall be two bid/stage system

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

7.2 Upon selection, the bidder shall be required to enter into an agreement with DDA in the format specified in this tender document **[Annexure VIII]**. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

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

7.4 The Bidder is allowed to submit only one proposal against this Tender. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the tender. Offer which doesn't fulfil eligibility conditions will be outrightly rejected and no correspondence in this regard will be entertained.

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

8. ELIGIBILITY CONDITIONS FOR FIRMS

Financial Bids of only those bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by DDA. The following eligibility criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily.

9. ELIGIBILITY CONDITIONS FOR TECHNICAL BIDS: -

i. Bidder should be an empanelled agency with DIPAM for monetizing land and properties of CPSE/PSU/Other Govt.

Organizations evidence should be attached along with the Bid.

ii. The bidder should have undertaken 3 projects/ study of similar nature for central government or state government or their PSUs, autonomous bodies, Development Authorities during the last 3 financial years i.e., 2020-21, 2021-22 and 2022-23. The completion certificate from such clients, to be submitted should not be earlier than 01.04.2020.

iii. Bidder must have at least one office in Delhi NCR, which has been operational at least since 01.04.2021. Supporting documents should be attached.

iv. Average Annual turnover from consultancy of Real Estate sector for **three financial years (2019-20, 2020-21 and 2021-22) should be minimum of Rs. 20 Cr.** The Bidder shall enclose with its bid, certificate(s) from its Statutory Auditors stating its total revenue during the 03 (three) financial year preceding the last date of bid submission of the bid from the consultancy in Real Estate sector. In the event that the Bidder does not have a statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder. Supporting documents required-

q. Tax Registration

r. GST

s. Income Tax PAN copies of relevant (s) Certificate of Registration.

v. Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India. Declaration Regarding Clean Track in the format as per **Annexure- IV Form-D.**

vi. Documents Required to be submitted as part of the Technical Bides per **Form A** attached in **Annexure- IIIA**

- t. Turnover certificate for the years 2020-21, 2021-22 and 2022-23 duly certified by CA
- u. Completion Certificates/Satisfactory performance certificates from client with amount
- v. Duly filled format of affidavit that bidder is not blacklisted
- w. Proof of deposit of EMD
- x. Copy of Registration
- y. Copy of GST Registration Certificate
- z. Branch/Office documents as proof
- aa. Any other documents as required by this notice inviting bid

10. ACKNOWLEDGEMENT BY THE BIDDER

- i. It shall be deemed that by submitting the tender, the Bidder has made a complete and careful examination of the Tender Document
- ii. Received all relevant information requested from DDA
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the document or furnished by or on behalf of DDA or relating to any of the matters.
- iv. Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

11. RIGHT TO REJECT ANY TENDER

- i. Notwithstanding anything contained in this tender document, DDA reserves the right to accept or reject any tender and to annul the Selection Process and reject all Tenders, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without prejudice to the generality of the clause, DDA reserves the right to reject any Tender if- at any time, a material misrepresentation is made or discovered, or the bidder does not provide within the time specified by DDA, the

supplementary information sought by DDA for evaluation of the Tender.

ii. Misrepresentation/ improper response by the Bidder may lead to the disqualification.

12. AMENDMENT TO TENDER DOCUMENT

At any time prior to the deadline for submission of Tender, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the or for any other reason, DDA may same, in its sole discretion, extend the last date of bid submission.

13. NON -TRANSFERABLE BID

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

14. DEVIATIONS

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

15. LAST DATE OF SUBMISSION OF BID

The bid duly filled must be received by DDA at the address specified not later than the date and time mentioned in the Tender Schedule. Bid received later than the deadline prescribed for submission of tender by DDA will be rejected.

16. WITHDRAWAL OF BID

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

17. CLARIFICATION OF THE BID

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

18. CANVASSING

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

19. PROCESS OF SUBMISSION OF BID DOCUMENTS

- i. Bidders shall submit the technical and financial bid in two separate sealed envelopes and labelled accordingly both packed in a bigger envelope, complete in all respect, Director

(Housing)-I on or before tender due date/last date of bid submission.

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

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

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

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

- a. Ambiguous bids will be out rightly rejected.
- b. DDA will *NOT* be responsible for any delay on the part of the vendor in submission of the tender bids.
- c. The offers submitted by telegram/ fax/ E-mail etc. shall *NOT* be considered. No correspondence will be entertained on this matter.
- d. Conditional tenders shall *NOT* be accepted on any ground and shall be rejected straightway.
- e. When deemed necessary, DDA may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the

substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.

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

21. BID EVALUATION PROCESS

DDA shall open the Technical bid on the tender due date as specified in Tender Schedule. The Technical bid shall be opened first. After the technical evaluation, DDA shall open the financial bid of only technically qualified bidders in the presence of the technically qualified Bidders whose representative choose to attend.

21.1 Criteria for Evaluation

20.1.1 Refer to *para 5 for instructions to bidder and eligibility criteria.*

20.1.2 The agency has to fulfil all the criteria by reading these documents carefully.

21.2 BID EVALUATION COMMITTEE

The bid evaluation committee constituted by DDA shall evaluate the bids. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final.

21.3 PRE-QUALIFICATION EVALUATION

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

20.3.2. The documentation furnished by the bidder will be examined prima facie to see if the firm's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.

20.3.3. DDA may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.

20.3.4. TEST OF RESPONSIVENESS: The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over etc. as given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.

20.3.5. DDA shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the DDA. In case of tenders containing any conditions or deviations or reservations about contents of tender document, the tender shall be treated as non-responsive. DDA decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

20.3.6. DDA reserves the right to verify self-attested copies of all statements, information and documents, submitted by DDA in response to the tender. The lack of such verification by DDA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DDA there under.

22. FINANCIAL/PRICE BID EVALUTION

- i. The Financial Tender clearly indicate the total cost of the work in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial Tender, the lower of the two shall prevail.
- ii. The financial bid of the only technically eligible and qualified firm/ bidder shall be opened. The bidders who technically qualify will only be eligible for financial bid opening. **The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.**
- iii. All charges including administrative cost, and taxes, (including GST) to be included in the price bid. No other charges will be payable to the L-1 bidder other than the mentioned in the price bid.
- iv. While submitting the Financial Tender, the Bidder shall ensure the following:
 - a. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Tender, it shall be considered non-responsive and liable to be rejected.
 - b. All applicable taxes/levies shall be **INCLUDED** in the financial bid and calculated as per applicable laws. All

payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. It is the responsibility of the bidder to clearly identify all costs associated with any services as per the Tender Document and submit the total cost in the Financial Bid.

23. CONTRACT FINALIZATION AND AWARD CRITERIA

- i. DDA notify the selected bidder, that its bid has been accepted.
- ii. The successful Bidder shall sign an agreement with DDA as per **Annexure VIII.**

24. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising DDA in relation to matters arising out of, or concerning the Selection Process. DDA shall treat all information, submitted as part of the Tender, in confidence and shall require all those who have access to such material to treat the same in confidence. DDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or DDA or as may be required by law or in connection with any legal process.

25. VALIDITY OF THE RESPONSE TO TENDER DOCUMENT

The Bidder shall submit the response to Tender Document which shall remain valid up to 90 days from the last date of submission of response to Bid Document. DDA reserves the right to reject any response to Tender Document which does not meet the mentioned validity requirement. DDA may solicit the bidders' consent to an

extension of the validity period of the bid. The request and the response shall be made in writing.

As per CVC guidelines every bidder has to submit the signed Integrity Pact format given at **Annexure-III** with technical bid. It may be noted that without signed Integrity Pact, the bid will be rejected.

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

26. APPLICABLE LAW

This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.

27. FORCE MAJEURE

(i) Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(ii) For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by DDA and its decision shall be final and binding on the Successful Bidder and all other

concerned.

(iii) In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligation force majeure period. In the event that such force majeure extends beyond six months, DDA has the right to terminate the contract in which case, the PBG shall be refunded to him.

(iv) If a force majeure situation arises, the Successful Bidder shall notify DDA in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify DDA not later than 3 days of cessation of force majeure conditions. After examining the cases, DDA shall decide and grant suitable additional time for the completion of the Work, if required s during the force majeure period. In the event that such force majeure extends beyond six months, DDA has the right to terminate the contract in which case, the PBG shall be refunded to him.

28. DISPUTE RESOLUTION AND ARBITRATION

(i) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice Chairman DDA or his nominee whose decision shall be final and binding on both the parties to this contract.

(ii) The Arbitrator Appointing Authority shall propose five Arbitrators from the list of DDA Empaneled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days

of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

(iii) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(iv) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Real Estate Advisor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

29. JURISDICTION OF COURT

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

30. SUCCESSFUL BIDDER LIABILITY

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

31. INDEMNITY AND INSURANCE

The bidder shall indemnify and make harmless the owner or the

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

32. LIQUIDATED DAMAGES

If the service provider fails to deliver any or all the services or perform the services within the time period specified in the contract or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, the DDA shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the total contract value per week of delay or lesser amount as decided by DDA subject to maximum of 10% of the agreement value and shall be recovered from the Security Deposit or likewise. However, in case of delay due to reasonable cause, suitable extension of time may be granted, subject to approval by DDA.

33. CONFIDENTIALITY OF DDA DATA

The Successful Bidder will treat as confidential all data and information about DDA, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of DDA *failing which liable for action as per applicable law.*

34. PROPRIETARY DATA

All documents and other information provided by the Authority or

submitted by the Agency to the DDA shall remain or become the property of the DDA. and the DDA, as the case may be, are to treat all information as strictly confidential. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the DDA.

ANNEXURE-I

FINANCIAL/PRICE BID SCHEDULE

Name of the agency	<i>Total cost quoted including GST</i>

Note: No other payment on any account will be payable to the L-1 bidder. L1 will be decided based on total amount including GST)

Authorized Signature

Name and Designation of Signatory:

Name of Firm: _____

Address: _____

ANNEXURE-II

BANK GUARANTEE FORMAT

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

1. In consideration of the Delhi Development Authority having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor/(s)/Service Provider' from the demand, under the terms and conditions of work order No. _____ Dated _____ made between Delhi Development Authority **and M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfillment by the said Contractor(s)/Service Provider of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s)/Service Provider do hereby undertake to pay to DDA an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by DDA.

2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the *DDA* stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s)/Service Provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the

bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

_____ only).

3. We undertake to pay to the DDA any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) /Service Provider in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) /Service Provider shall have no claim against us for making such payment.

4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of DDA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of DDA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) /Service Provider and accordingly discharges this guarantee, or till 66 months from the date of execution of agreement whichever is earlier.

5. We, Bank name with address, further agree with the DDA that DDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) /Service Provider from time to time or to postpone for any time or from time to time ant of the

powers exercisable by the *DDA* against the said Contractor(s)/Service Provider and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Service Provider or for any forbearance, act or omission on the part of the *DDA* or any indulgence be the *DDA* to the said Contractor(s)/Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/Service Provider.

7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the *DDA* in writing.

8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the *DDA*. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us 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.

9. The BG shall be extended in case the *DDA* extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.

10. The extended BG in all the above cases shall be submitted before the expiry of the previous BG, failing which, *DDA* reserves the rights to terminate the contract, and forfeit the BG.

Dated the _____ day of _____
20_____
For _____ (Indicate name
of Bank)

ANNEXURE-III

INTEGRITY PACT AGREEMENT

As per CVC guidelines every bidder has to submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (As per given annexure 'A')

PRE-CONTRACT INTEGRITY PACT Annexure 'A' General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____20...., between on one hand the Delhi Development Authority acting through Shri _____, The director

(hereinafter called the “Principal/Owner”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the Bidder(s)/Contractor(s) /Service Provider which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure (Name of work.....) through the Bidder(s)/Contractor(s)/Service Provider and the Bidder(s)/Contractor(s)/Service Provider is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) /Service Provider is a private company/public _____ company/ _____ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter.

Now, therefore, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

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

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

1. Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s) /Service Provider, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) /Service Provider the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) /Service Provider which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s) /Service Provider.

1.3 All the officials of the Principal/Owner will report to the CVO, DDA any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, DDA with full and verifiable facts and the same is prima facie found to be correct by the DDA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DDA and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DDA the proceedings under the contract would not be stalled.

2. Commitments of Bidder(s)/Contractor(s) /Service Provider

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

2.2 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Delhi Development Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DDA.

2.4 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

2.5 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

2.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.

2.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

2.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

2.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical tenders and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by DDA.

2.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/ Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

3. Previous Transgression

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

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

4. Sanctions for Violations

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

- a. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
- b. To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
- c. To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the Delhi Development Authority for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- d. To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- e. In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- f. Forfeiture of Performance Bond/Guarantee in case of a

decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The Principal/Owner will be entitled to take all or any of the actions mentioned at para 4.1 (a) to (f) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.2 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive:

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).

iv. To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) form a country other than India with interest there on at 2% higher than the LIBOR. If any

outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, DDA for further action after providing an opportunity and hearing to the affected parties.

5. Facilitation of Investigation

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

6. Other Legal Actions

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

7. Validity

7.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this

Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

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

8. The parties hereby sign this Integrity Pact at _____ on _____ Principal/Owner Bidder(s)/Contractor(s) /Service Provider Chief Executive Officer Name of the Officer & Designation

Delhi Development Authority

Witness

Witness

1. _____ 1. _____

2. _____ 2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

Annexure IIIA

FORM 'A'

STRUCTURE & ORGANISATION - BID FORM

1. Name & address of the applicant
2. Telephone no. / Fax no.

3. Information about the Firm with Documentary proof:

- a. Name of the firm....
- b. Year of establishment...
- c. Registration No.....
- d. Copy of certificate of incorporation..
- e. Name of the Director of the Company...
- f. Office address of the company...
- g. Total employee of the company....
- h. Turnover of the company during last 03 financial years...
- i. PAN Number....
- j. GST Registration Number....
- k. Authorize Signatory - Name and Address.....
- l. Website Address, if any.....
- m. E-mail address, if any.....

4. Beneficiary's complete Bank Details in

Bank Account No. _____

IFSC / NEFT Code: _____

Name of the Bank: _____

Address of the Branch: _____

5. Particulars of EMD

Amount: Rs. _____

Mode of Payment (DD/BG): _____

DD/BG No.: _____

Date: _____

Name of the Bank: _____

Address of the Bank: _____

Validity of BG: _____

6. Turn Over Details:

Year Annual Report attached at Page No.

Turnover in Rs.

2019-20

2020-21

2021-22

7. Particulars of registration with various Government Bodies (attach attested photocopy) Organization / Place of Registration No.

- 1.
- 2.
- 3.

8. Description of the work executed in last three years:

Sr. No. Description of the work order Executed value of the work order Date of issue of work order number and work order number Name of the client Date of completion of work Evidence proof page number.

9. Names and titles of Directors & Officers with designation to be concerned with this work.

10. Has the firm, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

11. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.

12. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.

13. Any other information considered necessary but not included above.

DECLARATION:

1. We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender. (In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and deviation thereto)

2. We certify that the information mentioned above are true and correct to best of our knowledge.

3. In case of receipt of order we confirm that payment shall be received through e- Banking / Electronics Transfer.

4. This offer contains _____ No. of pages including all Annexures and Enclosures.

Signature of Applicant(s)/Authorised Signatory

Date:

Place:

Annexur

e-IV:

FORM 'D'

SELF-DECLARATION - NO BLACKLISTING/CLEAN TRACK RECORD

(ON BIDDER'S LETTER HEAD)

To

Director (*Housing I*)

Delhi Development Authority

Vikas Sadan, INA, New Delhi-11002

in response to the Tender Ref. No. _____ dated _____
for {Project Title} _____, as an
Owner/Partner/Director of _____, I/ We hereby
declare that presently our Company/ firm
_____ or any of our group or
associate companies, at the time of bidding, is having unblemished
record and is not declared ineligible or has been issued letter for
blacklisting for corrupt & fraudulent practices either indefinitely or
for a particular period of time by any State/ Central government/
PSU/ UT or the Procuring Entity.

If this declaration is found to be incorrect then without prejudice to
any other action that may be taken, my/ our security may be
forfeited in full and our bid, to the extent accepted, may be
cancelled.

Thanking you

Name:

Address:

In the capacity of:

Signed:

Date:

Place:

Seal of the Organization:

Signature attested

Annexur
e-V

Old &
New
Inventory

Location	EWS	HIG A	JANT LIG	MIG	Total(Apprx)	NEW INVENTOR Y	OLD INVENTOR Y	
DWARKA				275	275		275	
JASOLA		159			159		159	
LOKNAYA K PURAM			354		354		354	
NARELA	6189		28,04 1	974	35204	19679 LIG & 4276 EWS	11,249	
RAMGARH COLONY			211		211		211	
ROHINI			234	1712	1946		1946	
SIRASPUR				750	750		750	
Total	6189	159	234	31068	1249	38,899	23,955	14,944

Annexure VI attached.

Annexure-VII

DELHI DEVELOPMENT AUTHORITY

NOTIFICATION

New Delhi, the 17th February, 2023

S.O. 753(E).—In exercise of the powers conferred by sub-section (1) of section 57 of the Delhi Development Authority Act, 1957 (61 of 1957), the Delhi Development Authority with the previous approval of the Central Government, hereby makes the following regulations further to amend the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968, namely:-

1. **Short title and commencement.**- (1) These regulations may be called the Delhi Development Authority (Management and Disposal of Housing Estates) Amendment Regulations, 2022.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968 (hereinafter referred to as the said regulations), in regulation 2,-

(i) for clauses (4) and (4a), the following clause shall be substituted, namely:-

'(4) "Allottee" means a person or an entity to whom a property has been allotted by way of sale;'

(ii) for clauses (5) and (5a), the following clause shall be substituted, namely:-

'(5) "Applicant" means a person or an entity who has sent an application through physical mode putting his or her or its representative's signature or affixing thumb impression thereon or through online mode;'

(iii) for clauses (16) and (16a), the following clause shall be substituted, namely:-

'(16) "Eligible person" means a person or an entity who is entitled to purchase the property in accordance with conditions of the scheme and in terms of these regulations;'

(iv) after clause (30a), the following clauses shall be inserted, namely:-

'(30b) "Developing area" means an area or locality wherein more than 25 per cent. Flats or dwelling units under a housing scheme remain unsold;'

'(30c) "Unsold flats" means flats which could not find buyer after closing of a scheme and shall also include surrendered or cancelled flats;'

'(30d) "Entity" means,-

a) the Central Government or State Government or Union territories administration including subordinate or attached offices under their administrative control;

b) autonomous body and public sector undertakings constituted by the Central Government or State Government or Union territories administration or partly by the Central Government and partly by one or more States Government or Union territories administration; and

c) local bodies;'

'(30e) "Closing of Scheme" means six months from the conduct of draw of lots of the scheme;'

3. In the said regulations, for regulations 7 and 7(a), the following regulation shall be substituted, namely:-

"7. Eligibility of Allotment.- A dwelling unit or flat in the Housing Estates of the Authority shall be allotted to a person who or his/her spouse or any of his/her dependent relations including unmarried children who do not own in full or in part on freehold or lease hold basis, a residential plot/s' area exceeding 67 square metres cumulatively or flat/s' or build up house/s' having carpet area exceeding 67 square metres cumulatively in the urban area of Delhi, New Delhi and Delhi Cantonment:

Provided that nothing in this regulation shall affect allotment of unsold flat or dwelling unit located in developing area to any person or entity by way of sale."

4. In the said regulations, for regulation 28, the following regulation shall be substituted, namely:-

"28. Draw of Lots.- The allotment of property to eligible applicants shall be made by draw of lots under supervision of the Committee and where the number of eligible applicants exceeds the number of properties, lots shall be drawn to the extent of the number of properties available plus 100 per cent. thereof, if available serve as a waiting list."

5. In the said regulations, after regulation 28, the following regulation shall be inserted, namely:-
"28(a). In addition to the mode specified in regulation 28, in case of unsold flats in a developing area, the allotment of property may be done through online mode on 'First Come First Serve' basis to the eligible applicants."

[F. No. F/1/0027/2019/CORD/-Housing (Coordn.)]

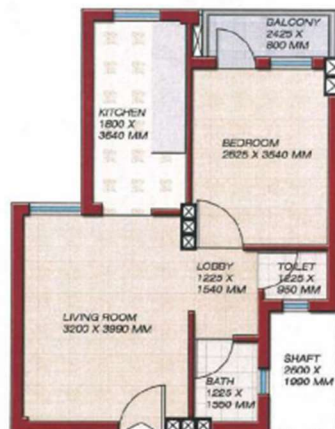
D. SARKAR, Commissioner-cum-Secy.

Note : The principal regulations were published in the Gazette of India, Part II, Section 3, Sub-section (ii) vide number S.O. 1457(E) dated the 27.04.1968 and subsequently amended vide number S.O. 1699(E) dated 25.07.2011.

TYPICAL UNIT PLAN OF HOUSING AT SECTOR-G2 & G8, NARELA



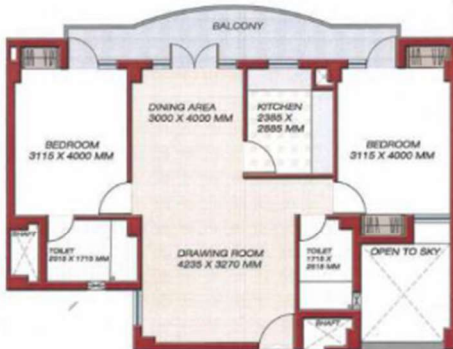
GROUND FLOOR PLAN



TYPICAL FLOOR PLAN

All dimensions in Millimeters (MM)

**TYPICAL UNIT PLAN FOR
MULTISTOREYED MIG HOUSING
AT SECTOR-A9/PKT-1, NARELA**



TYPICAL FLOOR PLAN

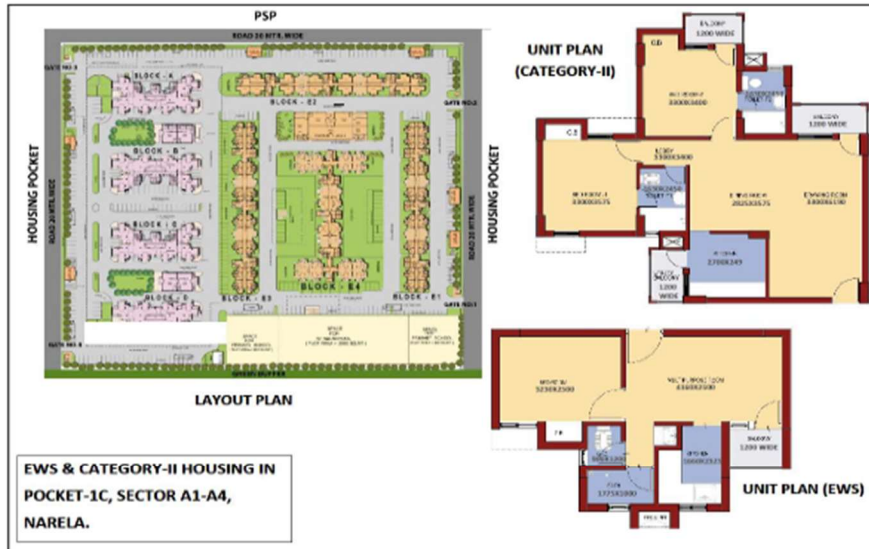
TYPICAL UNIT PLAN OF EWS & CAT I (LIG/1BHK) FLATS AT PKT-IV, SEC. G8, NARELA



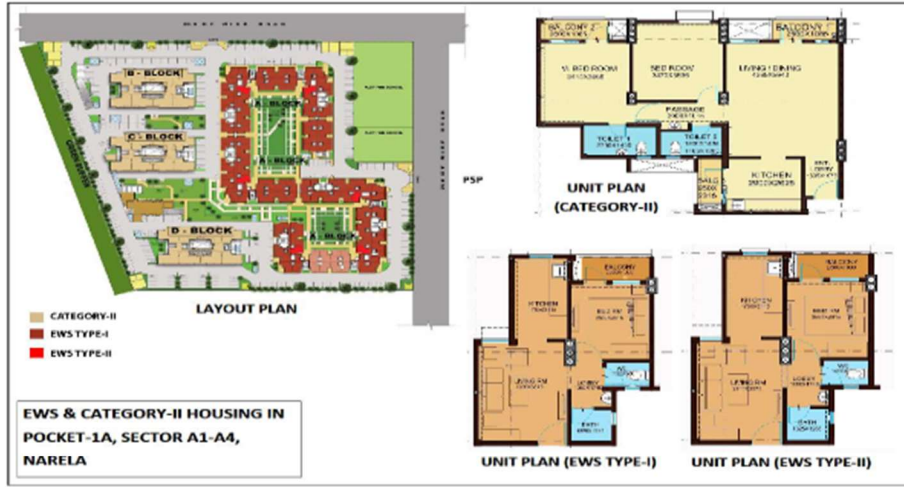
TYPICAL UNIT PLAN OF EWS & CAT I (LIG/1BHK) FLATS AT PKT-V, SEC. G8, NARELA



TYPICAL UNIT PLAN OF EWS & CAT II (MIG/2BHK) FLATS AT PKT-1C, SEC. A1 to A4, NARELA



TYPICAL UNIT PLAN OF EWS & CAT II (MIG/2BHK) FLATS AT PKT-1A, SEC. A1 to A4, NARELA



TYPICAL UNIT PLAN OF EWS & CAT II (MIG/2BHK) FLATS AT PKT-1B, SEC. A1 to A4, NARELA



TYPICAL UNIT PLAN LAYOUT OF HIG FLATS AT JASOLA POCKET 9B



Annexure-VI

TYPICAL UNIT PLAN LAYOUT OF HIG FLATS AT JASOLA POCKET 9B

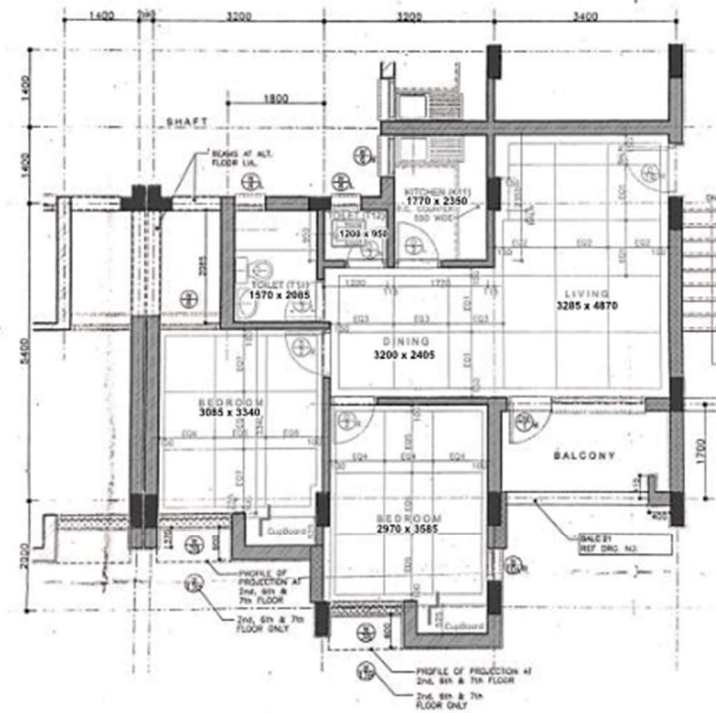




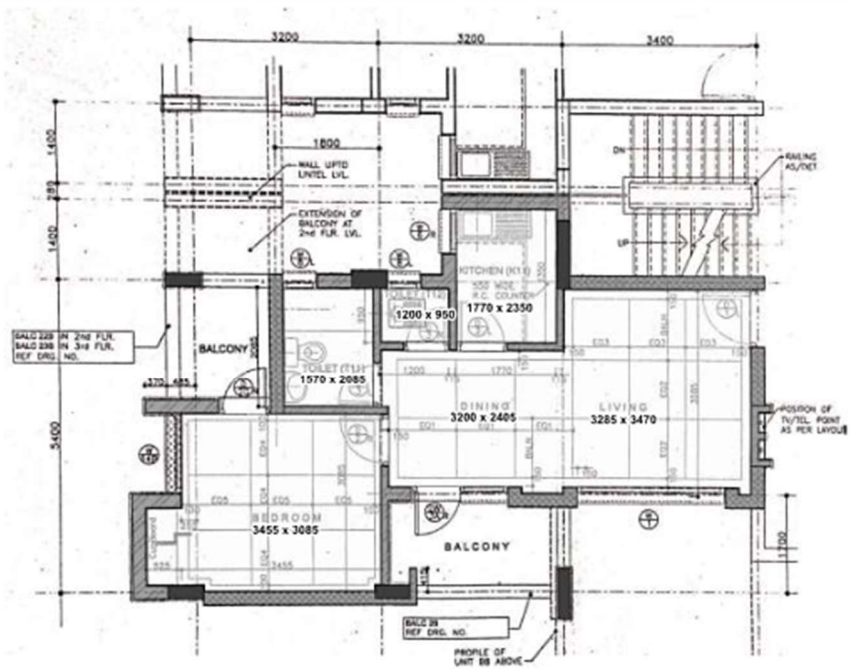
TYPICAL UNIT PLAN LAYOUT OF MIG FLATS AT SECTOR 19B, DWARKA



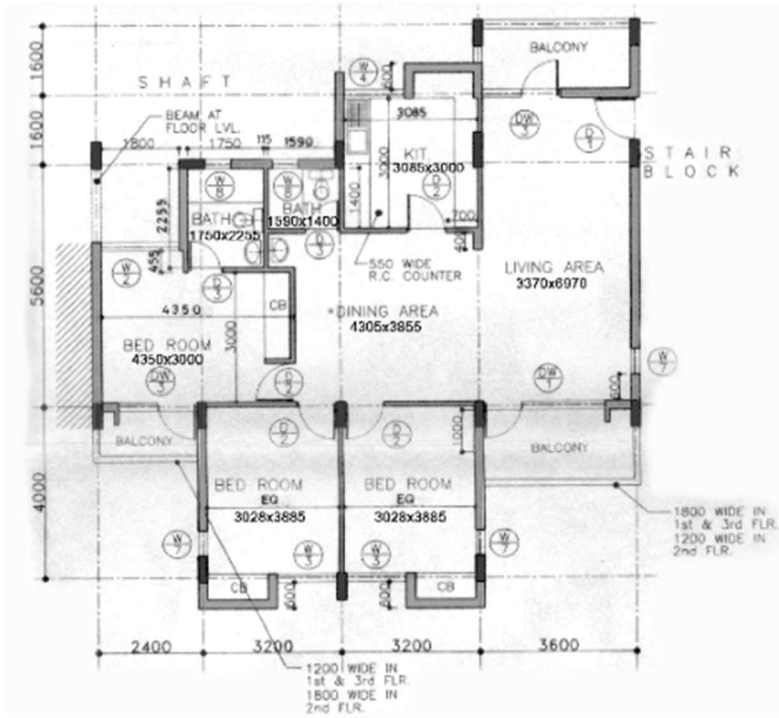
TYPICAL UNIT PLAN OF MIG (2 BHK) FLATS AT VASANT KUNJ



TYPICAL UNIT PLAN OF LIG (1 BHK) FLATS AT VASANT KUNJ



TYPICAL UNIT PLAN OF HIG (3 BHK) FLATS AT VASANT KUNJ



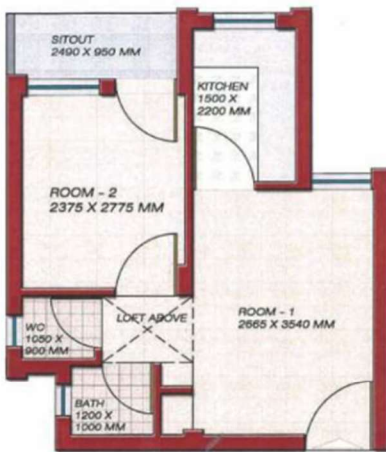
TYPICAL UNIT PLAN FOR HOUSING AT SECTOR 23-B, DWARKA



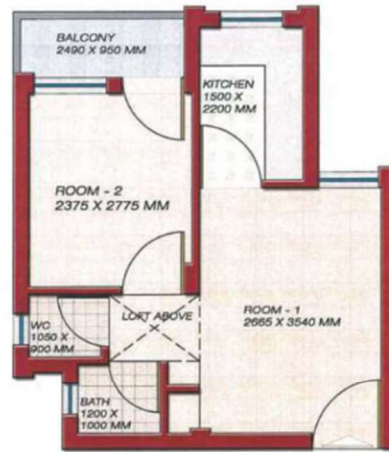
TYPICAL UNITS PLAN OF HOUSING AT SECTOR-34 & 35 ROHINI



TYPICAL UNIT PLAN FOR HOUSING AT SIRASPUR



GROUND FLOOR PLAN



TYPICAL FLOOR PLAN

All dimensions in Millimeters (mm)

ANNEXURE VIII: DRAFT AGREEMENT

DRAFT AGREEMENT

**REAL ESTATE CONSULTANCY SERVICES TO
STUDY, ADVISE AND TO SUGGEST
MECHANISM FOR MAXIMIZING SALE /
DISPOSAL OF DDA FLATS**

AGREEMENT

REAL ESTATE CONSULTANCY SERVICES FOR STUDYING, ADVISING AND FOR SUGGESTING MECHANISM FOR MAXIMIZING SALE / DISPOSAL OF DDA FLATS

This agreement (hereinafter called the “**Agreement**”) is made on the..... day of the month of JULY, 2023..., between, Delhi Development Authority (hereinafter called the **Authority** which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- A. The Authority vide its E-Tender (Tender ID:_____) invited proposals from DIPAM empaneled real estate consultants for appointment of a real estate consultant for studying advising and for suggesting mechanism for maximizing sale / disposal of DDA flats (hereinafter called the consultancy) “ ”
- B. The Consultant submitted its proposals for the aforesaid work in respect of sale of DDA flats, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the Tender Document and this Agreement; and
- C. The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the **LOA**); and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

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

- a) “**Agreement**” means this Agreement, together with all the Annexes;
- b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1;
- c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of Tender Document;
- f) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) **“Government”** means the Government of India;
- h) **“INR, Re. or Rs.”** means Indian Rupees;
- i) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- j) **“Personnel”** means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- l) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- m) **“RFP”** means the Request for Proposals along with Tender document in response to which the Consultant’s proposal for providing Services was accepted;
- n) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto; and
- o) **“Third Party”** means any person or entity other than the Government, the Authority, the 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 part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

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

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the 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 hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority 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 Authority 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, and Courts situated in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- (a) in the case of the 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 Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city (Delhi) as the Authority's office, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, 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 offices of the Authority 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 Authority 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 Authority may, from time to time, designate one of its officials as the Authority Representative unless otherwise notified, the Authority Representative shall be:

Principal Commissioner (Housing)
Delhi Development Authority
Vikas Sadan, B-Block, 3rd floor,
INA, New Delhi-110023
Telephone No. 011-24624487
E-mail: prncommrhousing@dda.org.in

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 :
E-mail :

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 Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 30 (thirty) days from the date of issuance of award letter, 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 in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination. Further, EMD submitted by the consultant will be forfeited and in addition, DDA reserves its right to debar the successful bidder for further participation in the tenders invited by DDA for a period of one (01) Year from the date of such debarment.

2.4 Expiry of Agreement

The Contract Period of consultancy assignment shall be 1 month from the date of commencement of services, unless extended by authority (DDA) in writing.

2.5 Entire Agreement

2.5.1 This Agreement 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.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 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 and duly executed by persons especially empowered in this behalf by the respective Parties.

2.7 Force Majeure

2.7.1 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 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.

2.7.2 No breach of Agreement

The failure of a Party to fulfil 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.

2.7.3 Measures to be taken

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

2.7.4 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.

2.7.5 Consultation

Not later than 5 (Five) 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.

2.8 Suspension of Agreement

The Authority 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

- (iii) shall specify the nature of the breach or failure, and
- (iv) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 5 (five) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1

By the Authority:

The Authority may, by not less than 7 (seven) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 5 (five) days of receipt of such notice of suspension or within such further period as the Authority 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 Authority a statement which has a material effect on the rights, obligations or interests of the Authority 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 15 (fifteen) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

- (h) Delhi Development Authority shall pay the bidder up to the last milestones achieved, as per the specified payment schedule.

By the Consultant

The Consultant may, by not less than 5 (five) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 30 (thirty) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority 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 15 (fifteen) days; or;
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.2 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 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 survives such Termination;
- (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and
- (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, 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 materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.4 Payment upon Termination.

Upon termination of this Agreement pursuant to Clauses 2.9.1 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (a) fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) except in the case of termination pursuant to sub-clauses (a) to (e) of Clause 2.9.1 hereof (**Termination by the Authority**), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution through mediation or arbitration pursuant to Clause 9 hereof, 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 hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Scope of Work

The scope of Services to be performed by the Consultant is specified in the **Scope of Work** (the "**SOW**") 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 Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

- 3.2.1 DDA requires that the Applicants/Consultant provides professional, objective and impartial advice and at all times hold paramount the interests of DDA for the consultancy services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. 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.
- 3.2.2 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively **Prohibited Practices**). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith 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 corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall, without prejudice to the Authority's any other rights or remedy hereunder or in law, forfeit and appropriate the Bid Security/ Security Deposit as genuine, pre-estimated compensation and damages payable to the DDA towards, *inter-alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 3.2.3 Without prejudice to the rights of the Authority under Clause 3.2 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP of DDA issued by DDA during a period of three (03) years from the date the Consultant is notified to this effect of debarment. Further, in such an event, DDA shall, without prejudice to its other rights or remedies, forfeit and appropriate EMD/ the Security Deposit, as genuine, pre-estimated compensation and damages payable to DDA for, *inter alia*, time, cost and effort of DDA, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 3.2.4 For the purposes of Clauses 3.2 above, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"corrupt practice"** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases

to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

- 3.3.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Applicants shall not be disclosed to any person not officially concerned with the Selection Process. DDA will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence.
- 3.3.2 DDA shall not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.
- 3.3.3 All documents and other information supplied by DDA or submitted by an Applicant shall remain or become, as the case may be, the property of DDA. DDA will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 3.3.4 The Consultant, its Personnel shall not, either during the term or within three years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Personnel; any information provided by or relating to the Authority,

its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the 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 Authority.

Notwithstanding the aforesaid, the Consultant, its Personnel or 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 Personnel or becomes a part of the public knowledge from a source other than the Consultant, its Personnel;
- (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 Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel, 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 Consultant's liability towards DDA: The Consultant shall be liable to DDA for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 In case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the consultant, with respect to damage caused to DDA's property, shall not be liable to DDA: For any indirect or consequential loss or damage; and

- i) For any direct loss or damage that exceeds (A) the Agreement Value set forth in Agreement, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability 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.

3.4.4 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.5 Consultant's actions requiring the Authority's prior approval

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

- (i) Appointing such members of the professional personnel as are not listed in Annex II; –
- (ii) Any other action that is not specified in this Agreement.

3.6 Reporting obligations

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

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

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

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

3.7.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.8 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.9 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due 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 documents including any re-survey/ investigations.

4. CONSULTANT'S PERSONNEL

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 Deployment of Personnel

The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-II of this Agreement.

4.3 Approval of Personnel

4.3.1 The Key Personnel listed in Annex-II of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person. The Authority may approve or reject such proposal within 3 (three) days of receipt thereof. In case the proposal is rejected, the

Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 3 (three) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Replacement of Key Personnel

4.4.1 Except as DDA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. Change in Key Personnel to be deployed for project should be submitted to DDA for approval before deployment.

4.4.2 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.4.3 Consultancy team shall consist of the minimum Key Personnel specified at clause 6 of the RFP and shall deploy additional staff(s) such as experts/ specialists and managerial/ support staff to be deployed DDA offices or consultant's premises or wherever necessary as per the demand of the job, without any additional cost to DDA, such that the Consultant should be able to complete the consultancy successfully within the time schedule specified in Scope of Work (SOW).

4.5 Team Leader

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

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to provide the Consultant, its Personnel with work permits (DDA Passes, site visits, etc.) and such other documents as may be necessary to enable the Consultant, its Personnel to perform the Services;

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the sites of DDA flats in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3 GST and Other Taxes

The agreement value is inclusive of all taxes, duties, cess, fee, royalty charges, etc. levied under any statute, but excluding GST. GST shall be borne by the Authority.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 5 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

Except as may be otherwise agreed under Clause 2.6 the payments under this Agreement shall not exceed the agreement value specified herein (the **Agreement Value**). The Parties agree that the Agreement Value is Rs. (Rs.).

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

- (a) The payment of 15% of the contract value will be released on submission of draft report in 20 days' time from date of signing of agreement.
- (b) After the study report is submitted within the stipulated time of 30 days, a committee consisting of officers of DDA will evaluate the report / suggestions. Ease of implementation / economic and legal viability of suggestions/measures and authenticity of data will be the key criteria for evaluation of the report. Based on the findings of the committee, if the report is found satisfactory, further payment of 35% will be made to the agency.
- (c) The committee will then recommend revisions, if any. The agency will have to submit the revised report within 10 days. Next 30% of payment of contract value will be released after report is submitted with the necessary revisions desired by the aforementioned committee.
- (d) Balance 20% payment of contract value will be released after final acceptance of report by the Competent Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 02 (two) months after receipt by the Authority of a final report and in accordance with contractual provision.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Security Deposit

- (a) For the purposes of this Agreement, Security Deposit shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the **Security Deposit**). The Consultant shall be required to provide this Security Deposit for recovery of liquidated damages, as specified in clause 7.2 of the Agreement, in the form of a Bank Guarantee (BG) issued by Scheduled Bank (the bank which have been included in the 2nd schedule of Reserve Bank of India as per RBI Act.1934) in favour of Delhi Development Authority (DDA) in the form specified at Annex-III of the Agreement. This Bank Guarantee shall be valid for a period of 2.5 (two and half) months from the date of commencement of the work, with a claim period of further 1 (one) month. Bank Guarantee shall mean Bank Guarantee issued from Nationalized /Scheduled commercial Banks as per Reserve Bank of India guidelines in the format as per Annex-III. No Bank Guarantee shall be acceptable from Cooperative Banks (even scheduled)/ Societies/Payment Banks or by means of FDR. Bank charges shall be borne by the agency.

- (b) The Bank Guarantee (BG) to be submitted in accordance with the bank details as follows:

CORPORATE NAME	DELHI DEVELOPMENT AUTHORITY
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BANK NAME	
IFSC CODE	
BG ADVISING MESSAGE	
UNIQUE IDENTIFIER CODE	

Along with the original BG document, successful bidder to attach copy of SFMS BG confirmation message sent by the BG issuing bank to ----- bank.

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 Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum 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% (half percent) of contract value per week of delay or lesser amount as decided by competent authority subject to maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Security Deposit or otherwise. However, in case of delay suitable extension of time may be granted, subject to approval by DDA.

7.2.3 Encashment and appropriation of Security Deposit

The Authority shall have the right to invoke and appropriate the proceeds of the Security Deposit, 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 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 work or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable 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 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. DISPUTE RESOLUTION AND ARBITRATION

- i. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice Chairman DDA or his nominee whose decision shall be final and binding on both the parties to this contract.
- ii. The Arbitrator Appointing Authority shall propose five Arbitrators from the list of DDA Empaneled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.
- iii. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- iv. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Real Estate Advisor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.
- v. The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties. Successful Bidder's Obligations.

10. SET-OFF CLAUSE

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, DDA is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set-off and apply any or all amount at any time held with DDA as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with DDA. This is without prejudice to any rights and remedies available with DDA to recover the dues from licensee as prescribed by Law.

Explanation 1 –For the purposes of this agreement, set-off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by DDA in relation to any other agreement, at any DDA premises.

Explanation 2 – Outstanding dues shall mean and include any amount accrued/due against the licensee under this or any other agreement at any of DDA premises.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

(Signature)

(Name) & (Designation)

(Address)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

(Signature)

(Name) & (Designation)

(Address)

2.

Annexure-I
[Refer to clause 4 (Terms of Reference) of RFP]

SCOPE OF WORK (SOW)

The purpose of engaging a Real Estate advisor/ consultant is for it to study, advise and to suggest mechanism for maximizing sale/disposal of DDA Flats based on following terms of references: -

- i. To study market mechanism of prices of EWS, Janta, LIG, MIG and HIG residential flats in various areas/ localities (where vacant DDA Flats of the similar category exist). List of new and old inventories is available at Annexure-V of RFP. Indicative typical unit plan of some locations have been annexed at Annexure VI of RFP.
- ii. Study dynamics of Real Estate sector from demand and supply side which are adversely affecting sale/ disposal of DDA Flats.
- iii. Study existing housing regulations and mechanism of costing/ pricing of DDA flats and making suitable suggestions for dynamic pricing of DDA Flats to ensure maximum sale/ disposal of DDA Flats.
- iv. Suggest measures other than price corrections to optimize sale of DDA Flats. The additional cost to be incurred by DDA, if any that may result in increasing the quantum of sale including the revenue implication may also be indicated.
- v. Suggest measures to increase revenue of DDA from sale of flat by imposition of preferred rates for corner, sun facing, road facing, market facing flats etc.
- vi. To study practices/ mechanisms being followed by other Development Authorities/Housing Board for sale of their flats and suggest best practices after having comparative study followed by its analysis authenticated with documents.
- vii. Devise viable/ implementable strategy to optimize the sale of the DDA Flats.
- viii. To study/explore the option of renting the flats at Narela to generate revenue.
- ix. The successful bidder will have to visit vacant DDA Flats at various locations like Narela, Jasola, Rohini, Dwarka and interact with stakeholders to obtain feedback.

Annexure-II

[Refer to clause 6 (Requirement of Personnel) of the RFP]

I. The Real Estate Advisor will deploy at least but not limited to the below mentioned officers for completing the work assigned by DDA to it.

Post	Educational Qualification	Minimum Experience
Real Estate Expert (Team Leader)	MBA/ B.Arch. / B. Planning / M Arch. / M. Planning in urban planning with specialization in housing/ real estate	15 years in real estate sector. Must have advised at least 03 successful housing projects of minimum cost of Rs. 75 Crores each as team leader/ second lead.
Marketing Expert	MBA with specialization in marketing.	12 years in real estate sector. Must have advised at least 02 successful housing projects of minimum cost of Rs. 75 Crores each as marketing expert.
Financial Expert	MBA with specialization in Finance.	10 years in real estate sector. Must have advised at least 02 successful housing projects of minimum cost of Rs. 75 Crores each as Financial Expert.

II. The Real Estate Advisor will also deploy at least 2 but not limited to the below mentioned officers for completing the work assigned by DDA to it.

Post	Educational Qualification	Minimum Experience
Real Estate Expert (Consultant)	MBA/ B.Arch. / B. Planning / M Arch. / M. Planning in urban planning with specialization in housing/ real estate	6 to 10 years in real estate sector. Must have advised at least 03 successful housing projects of minimum cost of Rs. 75 Crores each as team leader/ second lead.
Marketing Expert (Consultant)	MBA with specialization in marketing.	6 to 10 years in real estate sector. Must have advised at least 02 successful housing projects of minimum cost of Rs. 75 Crores each as marketing expert.
Financial Expert (Consultant)	MBA with specialization in Finance.	6 to 10 years in real estate sector. Must have advised at least 02 successful housing projects of minimum cost of Rs. 75 Crores each as Financial Expert.

ANNEXURE-III

BANK GUARANTEE FORMAT

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

1. In consideration of the Delhi Development Authority having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor/(s)/Service Provider' from the demand, under the terms and conditions of work order No. _____ Dated _____ made between Delhi Development Authority and **M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfillment by the said Contractor(s)/Service Provider of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s)/Service Provider do hereby undertake to pay to DDA an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by DDA.

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

3. We undertake to pay to the *DDA* any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) /Service Provider in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) /Service Provider shall have no claim against us for making such payment.

4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of *DDA* under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of *DDA* certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) /Service Provider and accordingly discharges this guarantee, or till 66 months from the date of execution of agreement whichever is earlier.

5. We, Bank name with address, further agree with the *DDA* that *DDA* shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) /Service Provider from time to time or to postpone for any time or

from time to time and of the powers exercisable by the DDA against the said Contractor(s)/Service Provider and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Service Provider or for any forbearance, act or omission on the part of the DDA or any indulgence be the DDA to the said Contractor(s)/Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/Service Provider.

7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the DDA in writing.

8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the DDA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us 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.

9. The BG shall be extended in case the DDA extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.

10. The extended BG in all the above cases shall be submitted before the expiry of the previous BG, failing which, DDA reserves the rights to terminate the contract, and forfeit the BG.

Dated the _____ day of _____
20_____
For _____ (Indicate
name of Bank)