



**REQUEST FOR PROPOSAL**

for

Selection of Consultant

for

**“Planning of International Business, IT &ITES,  
Commercial and Industrial (non-polluting) Hub (IBICIH)  
at Sector 24, 25 & 26, Dwarka”**

**Delhi Development Authority  
Director (Planning) Dwarka  
Dwarka Project, DDA Office Complex, Manglapuri, Palam  
New Delhi-110045  
Phone No.-011-25036238  
Website: [www.dda.org.in](http://www.dda.org.in)  
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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR ON LINE BID  
SUBMISSION**

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

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

- through 'RAR' and the same can be uploaded, if permitted. However, if the file size is less than 1MB, the transaction uploading time will be very fast.
14. If there are any clarifications, these may be obtained through the site or through contacts, If any. Bidder should take into account the corrigendum published from time to time, if any.
  15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
  16. Bidder must provide a signed copy of "Bid Security Declaration" as specified in the tender document as the time of bid submission in lieu of Bid Security deposit.
  17. While submitting the bids online, the bidder read the terms & conditions and will accept the same to proceed further to submit the bid packets.
  18. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
  19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading. The bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of agreement without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
  20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be liable to be rejected.
  21. If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender and disciplinary action may be initiated against such bidder for tampering the documents.
  22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
  23. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bid is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exist option in the browser.
29. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to - [cphp-nic@nic.in](mailto:cphp-nic@nic.in).

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

Director (Planning) Dwarka, DDA Office Complex, Manglapuri, Palam, New Delhi-110045 on behalf of DDA invites RFP through e-tendering mode in two Bids (Technical cum Eligibility bid and Financial Bid) for selection of Consultant for “Planning of International Business, IT & ITES, Commercial and Industrial (non-polluting) Hub (IBICIH) at Sector 24, 25 & 26, Dwarka” from the reputed consultants/ firms/ agencies fulfilling other terms and conditions as per the RFP document.

NIT No.

NIT No.	Name of work & Location	Period of Completion	Last date & time of submission of e-tender, o & other eligibility documents	Date & time of opening of document related to eligibility criteria/ technical bid (Envelope A)	Date & time of Technical Presentation	Date & time of Opening of Financial bid (Envelope B)
1	2	4	5	6	7	8
RFP No. ....	Selection of Consultant for “Planning of International Business, IT & ITES, Commercial and Industrial (non-polluting) Hub (IBICIH) at Sector 24, 25 & 26, Dwarka”	300 DAYS		On at 03:00 PM	On at 11:00 PM	On at 03:00 PM

1. The RFP document consisting of Scope of Work, Term of References, Eligibility/ Qualification Criteria and its Evaluation and other necessary documents can be seen and downloaded from website Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app> free of cost. For any assistance on e-tendering please contact M/s. National Information Centre on 1800-3070-2232 or e-mail [IDsupport-eproc@nic.in](mailto:IDsupport-eproc@nic.in).
2. The intending bidder must have valid digital signature to submit the bid.

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1. The intending bidder must read the ELIGIBILITY CRITERIA, terms of references and scope of work carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents and skills required.
  2. Bidder must ensure giving complete information on form's appended with tender documents along with their signatures wherever required on forms, before submission of tender. In case, any deficiency noticed after opening of tender then no opportunity will be provided to tenderer to make good the same and the firm/ shall be considered ineligible. If any information furnished by the tenderer is found incorrect at a later stage, he shall be liable to be debarred from further tendering and taking works in DDA. The Department reserves the right to verify the contents/particulars furnished by the tenderer independently including carried out inspection of works completed by them.
  3. The Technical Bid shall be opened first on due date and time as mentioned above. Bidders qualifying the Technical criteria as mentioned in TOR will be called for Technical presentation on the date mentioned in RFP.
  4. The Financial bid of tenderers who satisfied technical & technical presentation and score desired marks shall then be opened on the specified date.
  5. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified agencies/ firms to any number deemed suitable by it, if too many tenders are received satisfying the laid down criterion.

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

**Envelope (A) Technical Bid**

1. Documents required for eligibility criteria (Refer ToR's of bid document, Clause 18- sub clause 4 & 5 and prescribed Standard Forms mentioned at Clause 19 except form 7 i.e. financial offer and to be submitted online as Financial Bid).
2. Bid Security Declaration Performa duly signed by bidder
3. Copy of GST registration Certificate of Delhi State.

If the bidder has not obtained GST registration of Delhi State in which the work is to

be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents.

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

**Envelope (B) Financial Bid**

1. FinancialOffer(ScheduleofPricebidintheForm7ofbiddocumentXXXXX.xls).

**Director (Planning) Dwarka  
Dwarka Project, DDA Office Complex, Manglapuri, Palam**

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## 1. DEFINITIONS

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

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

## 2. DISCLAIMER

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

**TENDER / RFP NOTICE****DELHI DEVELOPMENT AUTHORITY**

Director (Planning) Dwarka, DDA Office Complex, Manglapuri, Palam, NewDelhi-110045 on behalf of DDA invites RFP through- tendering mode in two Bids (Technical cum Eligibility bid and Financial Bid) for selection of Consultant for “Planning of International Business, IT & ITES, Commercial and Industrial (non- polluting) Hub (IBICIH) at Sector 24, 25 & 26, Dwarka” from the reputed consultants/ firms/ agencies fulfilling other terms and conditions as per the RFP document

RFP No. .....  
 E-Tendering annual charges - Rs 20000/- + GST as applicable  
 Time of Completion - 10 (Ten) Months

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

**3. SCHEDULE OF BIDDING PROCESS**

S. No.	Information	Dates/details (Tentative)
1.	Uploading of RFP document for E-tendering	27.04.2021
2.	Date of submission of Pre Bid queries	18.05.2021
3	Conference for Pre-bid queries	25.05.2021
4	Reply to Pre-Bid queries received	01.06.2021
5	Modifications in the RFP as per the suggestions	08.06.2021
6	Approval from VC, DDA & FM	15.06.2021
7	Uploading of Modified Approved RFP	22.06.2021
8	Last date of Proposal Submission(Technical & Financial)	13.07.2021
9	Date of Opening of Technical Proposal	14.07.2021
10	Date of Technical Presentation	28.07.2021
11	Date of Opening of Financial Proposal	10.08.2021
12	Intimation for selected Consultants/Issuance of LOA	24.08.2021

## **Instructions to the Bidders**

### **General**

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

### **4. DUE DILIGENCE BY BIDDERS**

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

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

### **5. DOWNLOADING OF RFP DOCUMENT**

The RFP document consisting of Scope of Work, Terms of References, Eligibility/Qualification Criteria and its Evaluation and other necessary documents can be seen and downloaded from the website Central Public Procurement for e-

**141553/2021/AD(PLG-DWARKA ZONE K-II)**

Procurement at <http://eprocure.gov.in/eprocure/app> or [www.dda.org.in](http://www.dda.org.in) free of cost. Kindly see procedure under e-tendering.

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

## 6. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

	Case of withdrawal of offer	Action to be taken
(i)	If the bidder withdraws his offer before the said period (within 90 days of opening of technical bid) or before issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of tender which are not acceptable to the department.	The tenderer shall not be allowed to participate in there tendering process of the work or any other work for a period of one year
(ii)	If the agency withdraws his offer immediately after the award of work.	disciplinary action as deemed fit shall be taken by the department against the agency.
(iii)	If the agency withdraws his offer immediately after the award of work and taking possession of necessary resources.	It is deemed that the bidder has entered into Agreement and action to penalize the bidder, for not completing the work within the stipulated period under clauses mentioned in RFP will be taken against the agency.

## 7. REJECTION OF BIDS

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

## 8. VALIDITY OF BIDS

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

## 9. BID SECURITY DECLARATION

The bidder shall furnish as part of bid, signed copy of "Bid Security Declaration" specifying that if the bidder withdraws or modify the bid during the validity period, the bidder will be suspended for one year and shall not be eligible to bid for DDA tenders from date of issue of suspension order. The proposals not accompanied by Bid Security Declaration shall be rejected outright as non-responsive.

**10. PERFORMANCE GUARANTEE**

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

**11. SECURIT DEPOSIT**

Security Deposit (S.D) of 2.5% deducted from each running bill as well as final bill collected, shall be refunded after 12 months of completion of Consultancy work i.e. from the date of actual completion, to be decided by Commissioner (Plg.), DDA.

No security deposit should be repaid or re-transferred to the depositor, or otherwise disposed off, except in accordance with the terms of his agreement. The depositor's acknowledgement should be obtained in all cases of security deposit that is returned. When an interest-bearing security deposit is returned or re-transferred, the acknowledgement should set forth the full particulars of the security.

**12. CONFLICT OF INTEREST**

DDA requires that the Applicants/Consultants shall provide professional, objective, and impartial advice and at all times hold DDA's interests paramount in the consultancy services provided and shall strictly avoid conflicts with other assignments or its own interests, and act without any consideration for all pending/remaining works. The 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.

**13. CORRUPT OR FRAUDULENT PRACTICES.**

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

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

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

#### **14. INDEMNITY**

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

#### **15. COMPENSATION FOR DELAY**

The time allowed for carrying out the work in different stages as specified in indicative time & payment schedule clause of RFP shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the Consultant. The work shall throughout during the stipulated period of the contract shall be processed with all requisite due diligence. The Consultant will be required to complete the entire job within stipulated indicative time & payment schedule. In case the Consultant fails to complete the work within the indicative time & payment schedule or extended period as above owing to reasons attributable to consultant, liquidated damages @ 0.5% of accepted fee per week of the total accepted fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant as per the decision of Commissioner Planning. It is agreed between the parties that the stipulated liquidated damages are a genuine pre-estimate of the loss likely to be sustained by DDA on account of any delay beyond the scheduled date of completion given the nature of work involved.



## 16. RESOLUTION OF DISPUTES

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

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

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

## 17. TERMS OF REFERENCE(TOR)

Providing Consultancy for Proposal for Planning of International Business, IT &ITES, Commercial and Industrial (non-polluting) Hub(IBICIH)

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### 1. BACKGROUND

- Urban areas are considered to be the engine of economic growth & prosperity of the country. Urban centers comprising of Commercial, recreational, socio-cultural etc. acts as a magnet and catalyst for growth and development. Progressive and futuristic vision for any such development requires new methodology and holistic approach. In this direction, various smart/cyber hub proposals are to be planned in Delhi.
- In this context, DDA intends to appoint Consultant for Planning of International Business, IT&ITES, Commercial and Industrial (non-polluting) Hub (IBICIH). The aim is to develop a new urban Model of development which focuses on concepts of mixed use development. The Hub to be planned to include multi sectoral facilities in order to make it a vibrant and dynamic complex which would be self-contained and self-sustainable.
- The Consultant shall prepare an Integrated Layout Plan and Detailed Project report of vacant India parcels available in Dwarka along with Business and Financial Model. It shall reflect all aspects of Planning, Design on the bias of Market demand.
- In order to have the market assessment the participating consultant shall associate a real estate consulting firm in order to have a factually implementable plan.
- The site spreads in sector 24, 25 & 26 of Dwarka in synergy with the International Convention Centre. The surrounding has well-planned road and pedestrian networks. Vacant plots measuring 81.97 ha. (approx.) are proposed to be developed as International Office and Business Hub. The use design at ed is commercial as per Zonal Development Plan. The Details of Plots are as follows:

Site	Use Premise proposed	Area(in Ha)
A	Hotel	4.0
B	International Convention Centre	14.08
C	Commercial	7.69
D	Commercial	18.48
E	Integrated Freight Complex	37.72
Total Area		81.97

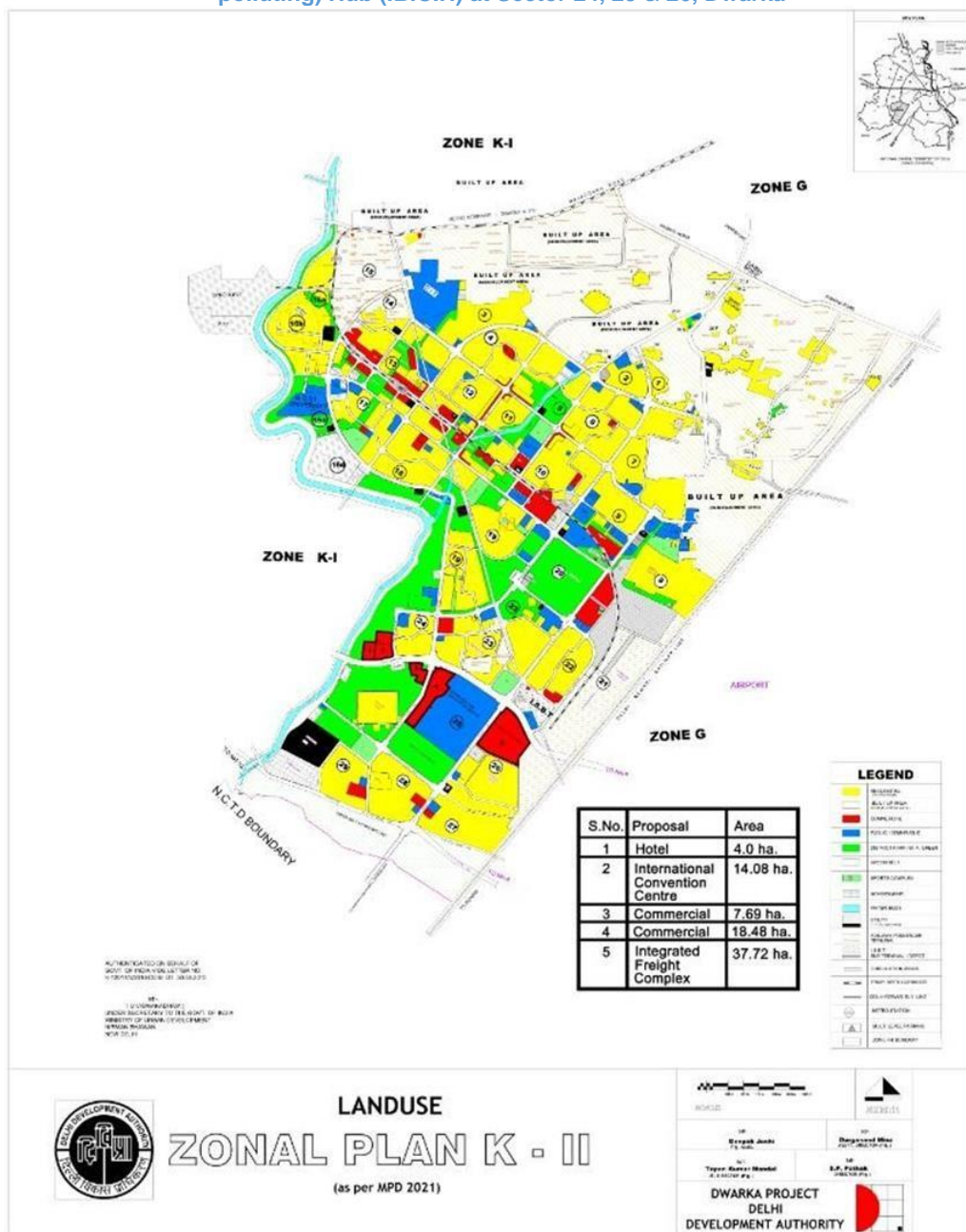
The Terms of Reference (the “TOR”) are specified below:

- The Consultant shall follow the Master Plan of Delhi 2021(MPD-2021), building regulations and prevailing rules.

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- The Consultant shall, to the extent possible, rely on the existing data and studies, which can be verified, analyzed and supplemented, as per requirement.
- Responsibilities of Delhi Development Authority; The reports, information and material to be provided by the Authority are as follows:
  - i. Base map of Project Area along with area details.
  - ii. Zonal Development Plan of Zone-K II (Dwarka Sub-City)
  - iii. Special Projects at Dwarka-Details
  - iv. Details of Convention Centre under construction

Figure 1 Plots proposed in Planning of International Business, IT &ITES, Commercial and Industrial (non-polluting) Hub (IBICIH) at Sector 24, 25 & 26, Dwarka



## 2. OBJECTIVES

The objectives of the project are –

1. To develop an overall concept/Proposal for International Business, IT & ITES, Commercial and Industrial(non-polluting) Hub(IBICIH) on the sites identified in sector 24, 25 & 26, Dwarka.
2. To study the requirement of providing international office space, specific uses, i.e. IT Offices, Biotechnology hub, Financial Transaction Services, Business Centers, Google, Facebook, etc.
3. To do a Market Assessment for requirement of type of spaces T based on the feasibility/viability for all stakeholders as well as profitable business model for DDA.
4. To formulate a comprehensive development strategy with urban design guidelines
5. To develop a profitable business model.
6. To prepare a comprehensive infrastructure plan where all services are available within the neighborhood and people can walk to work within the area.
7. Provide connectivity of the project with the hinter land.

## 3. BRIEF SCOPE OF WORK:

1. To accomplish the objectives, as aforesaid.
2. To delineate the boundary of the Influence Area of the identified land parcels/project area.
3. To study and analysis the Transit Oriented Development (TOD) potential of the project area.
4. To study and analysis the impact of surrounding developments like ECC, UER, Land Pooling Zones, TOD Zone, International Airport and other upcoming major projects.
5. To conduct a detailed study and analysis of the existing as well as proposed amenities, infrastructure, transportation, green areas etc. of the identified area
6. To collect data of existing services such as water supply, sanitation, electricity supply, sewerage treatment plants, fire-fighting system, parking requirement and along within formation & communications technology (ICT) infrastructure.
7. To study the technical, financial and economic viability of the proposed development and
8. For Sustainable and Inclusive development, Social and Environment Impact study to be conducted as per the standard guidelines.
9. To identify the potential strengths, weakness, opportunities and threats.

10. To prepare an Integrated layout plan of the project area to achieve the laid down objectives considering the current scenario and future trends for the approval of statutory bodies and along with cost estimates.
11. To prepare detailed infrastructure plan (physical infrastructure) along with cost estimates in the study area.
12. To prepare detailed landscape plan of the site along with the streetscape.
13. The Layout Plan and street Design should be compatible for the differently abled and conform to the Bye-Laws and notifications issued by the MoHUA regarding barrier free environment.
14. To prepare a detailed Transportation Plan proposing conflict free movement within the complex/are as for motorized, and Cycle/non-motorized transport and thorough movement of pedestrians.
15. To analyze the parking demand and suggest parking strategy- improved parking facility design, establishing orderly and efficient streets with zero on street parking and preventing negative impacts on traffic, public transport and people on foot or bicycles.
16. To prepare a feasible Business Model for the proposed development by identifying the suitable funding mechanisms.
17. To develop a phasing plan for ensuring optimal use.
18. To prepare the implementation strategy.
19. All the applicable provisions of MPD-2021, UBBL-2016 and other mandatory norms/ parameter have to be adhered to. Necessary approval from all statutory local bodies like DDA, DUAC, CFO, EIA, UTTIPEC, DMRC etc. have to be taken by the consultant.

#### **A. Scope of Work related to Real Estate Market Study**

1. Brief introduction one evolution of the area surrounds the subject property and its regional context
2. Profile of the area around the subject property.
3. Connectivity, linkages and location in the respective region.
4. Important present and upcoming developments and events that may impact demand for real estate developments.
5. Present real estate trends and pricing for commercial development components including their occupancy and absorption rates
6. Demand and supply scenario for commercial real estate developments allowable on the subject property in the areas around the subject property, based on:
  - Site Catchment area analysis
  - Discussions with select market entities, such as private developers, real estate brokers and agents, real estate investors, development authorities, urban local bodies, and local planning offices, among others.

- Comprehensive mapping of supply of various categories of commercial projects, both existing and in the pipeline in close proximity of the subject property
7. Local-level SWOT analysis for the real estate project development, Including potentials and limitations of the areas around the subject property for the development.
    - Local area's profile,
    - Site's analysis and SWOT,
    - Review of legal frameworks and development controls, including building bye-laws and master plan provisions, relevant to for the development at the subject property
  8. Identification of potential development components (scenarios) for the development on the subject property along with the positioning of these proposed developments
  9. Analyze the Transit Oriented Development (TOD) potential of the project area (as influence zone of existing Dwarka Sector 21 metro station and proposed Dwarka Sector 25 ECC station). Check the financial and economic viability of TOD FAR and mix of uses.
  10. Potential market pricing for various development components
  11. To exploit the maximum potential of the area.
  12. Based on the market assessment for various development components, product mix for the various development scenarios will be detailed out for financial viability assessment
  13. To ensure adequate mix of uses/activities and their impact on the surrounding land uses and transport networks and specify development control norms and Urban Design guidelines for the project area, with respect to street furniture, landscaping and use of material on exterior surface for the complete area.
  14. Undertake financial viability assessment to ascertain the financial viability of the proposed development, by arriving at the following for the subject property:
    - Area statements
    - Construction phasing and Absorption rates for the proposed development
    - Assessment of Return on Investment, Net Present Value and Internal Rate of Return, including risk and sensitivity analyses

#### **4. ELIGIBILITY CRITERIA**

Eligibility Criteria shall be entities which fulfil the criteria stated below

1. The Consultant must either be an Architect/Urban Designer / Urban Planner with minimum 20 years of experience.
2. The Architect / Urban designer should be registered with Council of Architecture or equivalent

3. The Urban Planner should be registered with Institute of Town Planners of India or equivalent
4. The bidder should be operational in India in the Field of Urban Planning/Architecture for at least 10 financial years as on 31<sup>st</sup> March 2020.
5. Bidder should have experience of planning/ design experience of similar project with a minimum site area of 30ha.
6. Bidder should have experience of planning of similar project (at least two number) for central govt. of India/ any state govt./DDA
7. The bidder should have tie-up with Real estate market research/architect / Urban Designer / Urban Planner firm who have experience of real estate study of similar project with atleast two number of such project for central govt. of India/ any state govt./DDA, before applying for the bid and provide the details of both the firms in enclosed Form-2separately.
8. Bidder should have Average annual financial turnover of at least 10 crore during the last three years, ending 31<sup>st</sup> March of previous financial year
9. The proposal must contain the details of the manpower and available infrastructure.
10. Project team to be deployed in the project should have appropriate experience and Educational qualifications
11. The bidder should have knowledge of Master Plan, Zonal Plan, Rules Regulations bye laws and various acts prevailing in NCT of Delhi.
12. The bidder should submit supporting documentation for pre qualifications as per the enclosed Performa.
13. The bid has to comply with all the eligibility criteria any bid not meeting the criteria will be summarily rejected.
14. DDA may visit the establishment of firm for physical verification of the credential /claims.
15. The bidder should not be black listed / debarred by Central / state Government Department/ PSU / Government Agencies.

## 5. DELIVERABLES

### 5.1 Conceptual Layout Plan including:

5.1.1 Inception Report comprising of action/methodology to carry out the following aspects:

- a. Study area and Influence area delineation.
- b. Project understanding and objectives
- c. Detailed approach and methodology
- d. Identification of key issues
- e. Land suitability analysis of the site
- f. SWOT Analysis based on preliminary assessment of the site
- g. Time frame and task allocation
- h. Key personnel and supporting staff along with deployment schedule.
- i. Secondary data details and analysis.

- j. Primary Survey schedule and total stations survey.
- k. To provide detail feasibility report of the project that including Technical & financial feasibility.
- l. Preliminary case study details
- m. Assessment and identifications of user group.
- n. Environmental and social impact assessment.
- o. Traffic assessment and traffic modelling

#### 5.1.2 Primary and Secondary data analysis report

- a. Existing assessment of the study area
- b. Identification of stakeholders.
- c. Analysis and outcomes of all surveys including topographical survey, land use surveyed.;
- d. Preliminary market research & trends

### 5.2 Detailed market and demand assessment, Conceptual Design proposal

(DPR containing Draft Layout design options, planning considerations and financial assessment report)

- a. Conceptual layout plan based on surveys, demand assessment and analysis of data clearly indicating zoning, etc. along with design options.
- b. Policy frameworks and special development control regulations, if required but within the provisions of MPD-2021 and UBBL-2016.
- c. Draft financial assessment/business model and conceptual implementation plan as an outcome of the Conceptual masterplan.
- d. Submit a conceptual traffic management plan along with sustainable development plan.
- e. Submit a conceptual Landscape and infrastructure development plan.

### 5.3 Detailed Design proposal

The design and report will incorporate all revisions as suggested by the client. Soft copies of all Lay-out designs, 3D models, walkthroughs and documents shall be submitted in original format as well as PDF version by E-mail / transferred electronically and on compact disk as well as hard copies, physical models etc. The reports shall include but not limited to the following:

- a. Final detailed Layout Plan as per surveys, demand assessment and analysis of data clearly indicating zoning etc. incorporating comments from the client.
- b. Final Urban Planning Guidelines, planning considerations, policy frameworks and special development control regulations with updated technological features. (say smart infrastructure).
- c. Detailed control norms for each land parcel including building uses on individual plots.
- d. Infrastructure Development and landscape plan for the project area.



- e. Final financial assessment and implementation plan.
- f. The Consultant to follow all the provisions of MPD-2021, UBBL-2016 rules, regulations, norms, laws, bye-laws, orders, guidelines, codes, standards, environment, other regulatory requirements and other mandatory norms/parameter. Necessary approval from all statutory local bodies like DDA, DUAC, CFO, EIA, UTTIPEC, DMRC etc. To be taken by the consultant as per requirements.

## 6. EVALUATION AND QUALIFICATION CRITERIA

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

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

### 6.1 Evaluation of Technical Proposals

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

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

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

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

Sl. No.	Components for evaluation.	Total Marks	Documents required
About Company competency			
1.	Bidder should be registered and operational in India in the field of Urban Planning/Architecture since last 10 years from the date of bid submission =10years = 5marks	10	Certificate of Incorporation

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	> 10 years to ≤ 15 years = 7marks >15years = 10marks		
Technical Criteria			
2.	Bidder should have experience of planning of similar project with a minimum site area of 30 ha. ≥30 ha to ≤50ha = 5marks > 50 ha to ≤70ha = 7marks >70ha = 10 marks	12.5	Copies of work order/ completion certificate should be enclosed in the bid
3.	Bidder should have experience of planning of similar project (at least two number) for central govt. of India/ any state govt./DDA =2nos. = 5marks >2 to ≤5nos = 7marks >5nos = 10marks	10	Copies of work order/ completion certificate should be enclosed in the bid
4.	Bidder should have experience/tie-up with a firm who have experience of real estate study of similar project with at least two number of such project for central govt. of India/ any state govt./DDA =2nos. = 7 marks >2 to ≤5nos = 10marks >5nos = 15 marks	15	Copies of work order/ completion certificate should be enclosed in the bid
5.	CV of Key Personnel/Personnel's (As required)	20	
Technical presentation		15	
Financial Criteria			
6.	Average annual financial turnover of related services during the last three years, ending 31 <sup>st</sup> March of previous financial year =>10 crore to < 15 crore = 5marks >=15crore to ≤20 crore = 7 marks More than 20 crores = 10 marks	10	Certificate from CA should be attached
7.	Bidder having work experience in Delhi/NCR project of govt./PSUs 1 project = 1 mark Additional Project= 1 mark each for a project(maximum upto 5)	7.5	Certificate should be attached
Total Marks		100	

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

- (1) Commissioner Planning, DDA.
- (2) Chief Architect's Representative
- (3) Chief Account Officer or his representative.
- (4) Commissioner Land Disposal or his representative.
- (5) Addl Commissioner (Plg) Projects
- (6) Director (Plg.)/Dwarka
- (7) Dy. Director Planning, Dwarka
- (8) Executive Engineer (DMD-6)

The main components for evaluation and marking out of 15 Marks (Technical Presentation) shall be as follows: -

Sl. No.	Components for evaluation.	Max. Marks
1.	Master planning and Zoning of the Site	3
2.	Methodology and Approach	3
3.	Integration with existing development	3
4.	Concept Business Model	3
5.	Concept Layout Plan along with Landscape Plan & Infrastructure Model	3

\*Studies required to be conducted for preparation of the concept plan will be part of the work assigned to the consultant.

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

*Note: Architecture firms/Planning Consultancy firm empaneled in the Planning and HUPW departments of DDA may not have to qualify minimum eligibility criteria, but they will have to associate with real estate consultant as specified in the eligibility criteria.*

*The details of key personnel to be associated – urban planner/urban designer /architect/ real estate consultant along with the details of project needs to be provided at the time of submission of the bid*

## 6.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out as per this Clause

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider/Bidder to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price, shall be that of the Service Provider/Bidder.

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

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

(F = amount of Financial Proposal)

## 6.2 Selection process

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

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

	Technical Evaluation		Financial Evaluation		Result	AoC*
<b>Weightage</b>						
<b>Bidder1</b>	<b>75</b>	<b>83</b>	<b>120</b>	<b>83</b>	<b>83</b>	
<b>Bidder2</b>	<b>80</b>	<b>89</b>	<b>100</b>	<b>100</b>	<b>92.3</b>	
<b>Bidder3</b>	<b>90</b>	<b>100</b>	<b>110</b>	<b>91</b>	<b>97.3</b>	<b>1</b>

\*AoC – Award of Contract

**Calculation Formula=  $B = [(C_{low}/C) \cdot X] + [T/Thigh \cdot (1-X)]$**  Where

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

Total Score will be calculated based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weight-age. Bidder1=  $83 \cdot 0.7 + 83 \cdot 0.3 = 83$  Bidder2 =  $89 \cdot 0.7 + 100 \cdot 0.3 = 92.3$

Bidder3 =  $100 \cdot 0.7 + 91 \cdot 0.3 = 97.3$  Contract will be awarded to Bidder3 as it has obtained the highest Final Score.

## 6.3 Confidentiality

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

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

#### 6.4 Clarifications

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

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

#### 7. INDICATIVE TIME AND PAYMENTSCHEDULE

<b>Sr. No</b>	<b>Output (Stage-wise)</b>	<b>Payment (%age of Total fees of Contract)</b>	<b>Time span for submission</b>
1	Mandate -Date of Signing of Agreement		<b>M</b>
2	Submission of a) Inception report with primary and secondary data analysis report based on Market Assessment/Demand b) Report of Real Estate consultant showing demand for Design provisions and also tentative price of property. c) Preliminary Conceptual design and layout plan	5% (after acceptance of conceptual design and layout plan and report)	(M + 30days)

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3	Submission of a) Feasibility report including SWOT analysis b) Conceptual design and layout Plan, including draft urban design & planning considerations, phasing of development, c) Conceptual traffic management plan d) Conceptual infrastructure plan e) Conceptual land scape plan f) Draft financial assessment Report/ model.	10% (after acceptance of detailed conceptual design & layout plan and reports/model)	60 days from the acceptance of Conceptual design and layout plan. (M + 90 days)
4	a) Obtaining approval of conceptual design and layout plans from DUAC b) Submission of Final integrated layout Plan including Detail Design Proposal with infrastructure development plan, landscape plan, Urban Planning Guidelines, planning considerations, traffic management plan (including 3D models and walk through), smart features & solutions. c) Financial model & assessment report along with Phasing and implementation strategy.	25% (after acceptance of Final integrated detailed layout Plan and report)	45 days from the Acceptance of Conceptual design & layout plan and report. (M + 135 days)
5	All mandatory / statutory approvals and submission of first draft Detailed Project Report	30% (after obtaining all mandatory approvals and acceptance of first draft Detailed Project Report)	(M + 165days)
6	Submission of the following documents in hard and soft copies as desired by the client: a) Final Layout Plan with all drawings (landscape plan, traffic management plan, service drawings etc.), b) Detailed Project Report including estimates and business model	30% (after acceptance of all required documents and DPR)	65 days from acceptance of all necessary statutory approvals. (M + 250 days)

NOTE: Detailed schedule of deliverables and payment will be specified in the Agreement.

- a. The above table does not include the time taken for granting approvals by the DDA or other statutory bodies. No compensation will be given to consultant if project gets extended due to acceptance of reports except as agreed by the competent Authority
- b. The rates submitted by the Consultant shall always be deemed to include all type of taxes applicable on the date of submission of the bid. Any tax or cess imposed by the Government after the submission of bid may be paid by the DDA, if a notice in writing is served by the Consultant immediately on imposition of any such tax and only when Consultant submits the receipt of payment of such tax with the bank statement showing the payment thereof. The methodology of such increase/decrease has been prescribed in clause 5.3 of the draft agreement. However, nothing extra on any account, whatsoever, shall be paid to the Consultant nor shall the Consultant be entitled to ask any thing over and above the quoted rates/fee for the entire work done by it under this RFP/Agreement.
- c. Even if the work is delayed on any account, whatsoever, neither the Consultant shall be entitled to any extra amount towards fee, rates, loss of profit, damages, compensation, costs, interest nor shall the same be paid to it.
- d. The Consultant shall make presentations before Competent Authorities at each deliverable stage or whenever required, for seeking approvals from DDA or other statutory bodies. Cost of presentations shall be included in the fee quoted by the consultants.
- e. Payments to the consultant will be released as per the above schedule, after verify in the relevant stage of activity has been satisfactorily completed.
- f. The work of consultant shall be completed once the proposal prepared by the Consultant is approved by Screening committee/Technical Committee/Authority and requires numbers of hard copies/softcopies of (all the drawings/data is submitted to Dwarka Project Office. However, 2.5% Security Deposit (S.D), deducted from each running bill, shall be refunded after 12 months of completion of Consultancy work i.e. from the date of actual completion, to be decided by Commissioner (Plg.), DDA.
- g. No advance payment shall be made.
- h. The contractual bid shall be open for negotiation so as to reach the reasonable level. On acceptance of the lowest bid [as approved by Commissioner (Plg.), DDA], the bidder shall enter into an agreement with Planning Department.
- i. The payment shall be made to the Consultant only after the bill for each stage is submitted by the Consultant along with all the required documents showing the completion/achievement of the stage.
- j. The payment shall be processed within 15 days of submitting the bill after

- the Consultant has submitted the bill with all required documents, it shall not be entitled for any interest.
- k. It is specifically intimated to the Consultant that DDA intends to award further work so construction and maintenance etc. which shall be based on the work done by the Consultant in this RFP. Hence, any delay in execution of the work by the Consultant may adversely affect the DDA; therefore, time is and shall always be the essence of the Agreement.
  - l. Unless the Consultant is directed to stop the work by a notice in writing issued by the Competent Authority, the Consultant shall continue to perform & execute the work irrespective of any impediment. If for any reason, whatsoever, Consultant is not able to perform its part or to achieve any particular stage, it shall immediately give a notice in writing with justifiable reason therefore.
  - m. If the Consultant is not able to complete the work within the stipulated period and the reason(s) is/are beyond the control of the Consultant and is/are absolutely not attribute able to Consultant, DDA may in its soled is creation and upon such terms& conditions as may be deem fit by it, extend the stipulated period by a maximum period of six months with the approval of Competent Authority.
  - n. If the work is not completed even in the extended time, the work shall stand withdrawn from the Consultant and the Agreement shall stand lapsed and performance guarantee shall stand forfeited. In such a case, Consultant may be paid up-to the stage till which the work has been done by it, subject to the condition that the reason for not completing the work in time is absolutely not attribute able to the Consultant and/or the reason is absolutely beyond the control of the Consultant. It Is an admitted clause that under any circumstances, Consultant shall not be paid any other amount whether towards loss of profit or damages or costs or interest or on any other ground.
  - o. The overall contract with consultant shall be for 300 days after signing of Agreement. The period involves acceptance and approvals of design proposal and report and submission of all deliverables as defined in **para3 and para5.**

## 8. PROJECT TEAM

- a) Successful bidder shall deploy sufficient staff of skilled professionals i.e. Planners, Architect, Real Estate experts, Urban designers, Engineers, Surveyor sand other necessary supporting staff or undertaking the project.
- b) Development stage: The team should be comprised of adequate number of experts for data acquisition, processing, field survey, integration etc. as follows:
- c) Key professionals-
  - i. Team Leader- =>20 years' experience in Urban planning/Urban design / Architecture/site Planning/infrastructure development



- ii. Architect / Urban planner /Urban designer (1 no.) with relevant experience >10years
- iii. Real Estate Consultant (1 no.) with relevant experience of commercial market assessment in India/abroad >10years
- iv. Architect planner/Urban planner(2nos)with relevant experience >5 years
- v. Real Estate Expert/Marketing and Financial expert (1 nos) with relevant experience of commercial market assessment in India/abroad >5 years
- vi. Transport planner with relevant experience(1nos) > 5years
- vii. Landscape Architect/Urban Designer (1no.) with relevant experience > 5years
- viii. Urban Designer (1nos) with relevant experience > 5years
- ix. Infrastructure Planner/Civil engineer (1no.) with relevant experience> 10years
- x. The team should also include sufficient technical support staff (surveyors/IT support etc.) for taking care of each activity. Details of the Team Composition should be included in the Technical bid and during Presentation.

Consultant should submit details of its own and its Key Personnel's experiences and educational qualifications in the specified forms duly certified by Team Leader, in the absence of which their claim regarding meeting the eligibility criteria would not be entertained.

## **9. APPOINTMENT OFCONSULTANT**

### **9.1 Negotiations**

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

### **9.2 Substitution of Key Personnel**

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

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

of the Authority.

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

### **9.3 Award of Consultancy**

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

### **9.4 Execution of Contract**

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

### **9.5 Commencement of assignment**

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

**18. STANDARD FORMS**

Form 1	Letter of Technical Proposal
Form 2	General Information of the Firm
Form 3	Financial Capacity of the Applicant
Form 4	Power of Attorney for Signing of proposal
Form 5	Particulars of Key Personnel & CV of Key Personnel
Form 6	Letter of financial Proposal
Form 7	Financial Offer
Form 8	Integrity Pact
Form 9	Bank Guarantee for Performance Security
Form 10	Draft Agreement

**Form-1 Letter of Proposal**

[On the Letter head of the Applicant]

Date and Reference)

To

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Sub. Selection of Consultant for “Providing Consultancy for Planning of International Business, IT&ITES, Commercial and Industrial (non-polluting) Hub (IBICIH)at Sector 24, 25 & 26, Dwarka

Dear Sir,

- a. With reference to your RFP Document dated \_\_\_\_\_, I/We, having examined and satisfied about all relevant documents and understood their contents, hereby submit our Proposal for selection for “Selection of Consultant for **Proposal for Planning of International Business, IT &ITES, Commercial and Industrial (non-polluting) Hub (IBICIH) at Sector 24, 25 & 26, Dwarka**”. The proposal is unconditional and unqualified.
- b. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- c. I/We shall make available to the DDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- d. I/We acknowledge the right of the DDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- e. I/We declare that:
  - i. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the DDA.
  - ii. I/We do not have any conflict of interest in accordance provision of the RFP Document;
  - iii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as per provision of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the DDA or any other public sector enterprise or any

government, Central or State; and

- iv. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- f. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the RFP document.
- g. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
- h. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
- i. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- j. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees<sup>1</sup>.
- k. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DDA in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
- l. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- m. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date of opening of Financial bid specified in the RFP.

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

14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
15. In the event our firm is being selected as the Consultant, I/we agree to abide by the terms & conditions of the assignment as finalized.
16. I/We have studied RFP and all other documents carefully and also surveyed the Studysite. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
17. The Financial Proposal is being submitted separately. This Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. I/We hereby unconditionally accept the tender conditions of DDA a tender document in it's entirely for the above work.
19. The contents of RFP document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in it's entirely, it is not permissible to put any remarks/conditions in the tender document and the same has been followed in the present case. In case, these provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and DDA shall without prejudice to any other right or remedy be at liberty to cancel the agreement.

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

**Yours faithfully,**

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

**Form-2 General Information of the firm**

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

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

**General information form**

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

Signature of the Consultant/Authorized representative

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

**Form-3 Financial Capacity of the Firm/Applicant**

S.No	Financial Year	Annual Turnover (Rs. In Cr.)
1	2017-18	
2	2018-19	
3	2019-20	

**Certificate from the Statutory Auditor:**

This is to certify that the Average Annual Turnover of.....  
 (name of the Applicant) excluding the subsidiary/subsidiaries during the last three  
 financial years ending March 2020 is as shown above. The.....  
 (name of the applicant) has earned profit in financial year .....

Name of the audit firm:

Seal of the audit firm

Date:

**(Signature, name and designation of the authorized signatory)**

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



**Form-4 Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (here in after referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incident alto submission of our Proposal for and selection as the Consultant ..... including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing using all matters before the DDA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the DDA..

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

IN WITNESSWHEREOFWE, .....THE ABOVE NAMEDPRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

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

*Notes:*

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

**Form-5 Particulars of Key personnel & CV of Key Personnel**

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

S. No.	Designation of Key Personnel	Name/Educational professional Qualification	Area Of Expertise	Experience in No. of Years
1	Team Leader			
2	Sr. Architect / Sr. Urban Planner			
3	Sr. Real Estate Specialist /Marketing & Financial Expert			
4	Architect Planner/ Urban Planner			
5	Real Estate Specialist /Marketing &Financial Expert			
6	Transport Expert			
7	Landscape Architect			
8	Infrastructure Planner/Civil Engg.			
9	Urban Designer			
10	Support Staff			

(Signature, name and designation of the authorized signatory)

## CV of Key Personnel

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

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

## Certification:

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

Place.....

(Signature and name of the Key Personnel)

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

## Notes:

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

**Form-6 Submission letter for Financial Proposal Covering Letter**

[On Applicant’s letter head]

(Date and Reference)

To,

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

Dear Sir,

Subject: Appointment of Consultant from the consultants empaneled with Housing and Urban Projects Wing, DDA for **“Providing consultancy for Planning of International Business, IT &ITES, Commercial and Industrial (non-polluting) Hub (IBICIH) at Sector 24, 25 & 26, Dwarka”**

I/We, the understand, offer to provide the consulting services for “Providing consultancy for Proposal for Planning of International Business, IT &ITES, Commercial and Industrial(non-polluting)Hub(IBICIH)atSector24,25&26,Dwarka”In accordance with your request for proposal dated<date> i.e. the date of publication, and our proposal (Financial Proposal).Our attached Financial Proposal is for the sum of[Amount in words and figures]. This amount is inclusive of all taxes and duties as applicable including GST.

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and Seal of the Applicant)

**Form-7 Financial Offer**

S. No.	Item	Quantity	Unit	Rate	Amount
1	<b>“Providing consultancy for Planning of International Business, IT &amp; ITES, Commercial and Industrial (non-polluting) Hub (IBICIH) at Sector 24, 25 &amp; 26, Dwarka” as per TOR</b>	81.97 Approx.	Hectare		

Rate \_\_\_\_\_ In  
words \_\_\_\_\_

Total amount in words \_\_\_\_\_

Amount shall be inclusive of all taxes and duties as applicable on last day of stipulated date of receipt of tender including GST which shall be reimbursable after submitting proof of Payment to the Govt.

Consultant shall quote the rates in both figures and words.

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

Signature of consultant/ Authorized representative \_\_\_\_\_

(Name and seal of the applicant)

**Form-8 Integrity Pact**

To

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

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

Dear Sir,

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

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

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

**Yours faithfully**

**Dy. Director (Plg).....**

**INTEGRITY PACT**

To

Dy. Director(Plg)

.....

.....

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

Dear Sir,

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

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

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

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

**Yours faithfully**

**(Duly authorized signatory of the Bidder)**



### Form-9 Bank Guarantee for Performance Security

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

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

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

- 5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
- 7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
- 8. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs ..... (Rupees.....) and unless claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

For

.....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorized signatory)

NOTES:

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

### Form 10 Performa for Earnest Money Deposit Declaration

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

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

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

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

**Signature of the Contractor(s)**

## Form-11 Draft Agreement

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

### WHEREAS

- (A) The Authority vide its Request for Proposal for selection of consultant for “Providing Consultancy for Planning of International Business, IT & ITES, Commercial and Industrial (non-polluting) Hub (IBICIH) at Sector 24, 25 & 26, Dwarka”
- (B) The Consultant submitted its proposals for the aforesaid work, 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 RFP 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 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) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.1;
- (b) “**Agreement**” means this Agreement, including all the clauses, terms & conditions of the RFP, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.1;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “**Effective Date**” means the date on which this Agreement is executed.
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;

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

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

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

- (a) Agreement;
- (b) Annexes 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 here under.

## 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 the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5 Language**

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

#### **1.6 Table of contents and headings**

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

#### **1.7 Notices**

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

- (a) in the case of the 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 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 as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been

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

### **1.8 Location**

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

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

Tel:.....

Mobile:.....

Email:.....

### **1.10 Taxes and duties**

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

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

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

### **2.2 Commencement of Services**

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

### **2.3 Termination of Agreement for failure to commence Services**

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



## **2.4 Entire Agreement**

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

## **2.5 Modification of Agreement**

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

## **2.6 Force Majeure**

### **2.6.1 Definition**

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

### **2.6.2 No breach of Agreement**

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

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

### 2.6.3 Measures to be taken

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

### 2.6.4 Extension of time

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

### 2.6.5 Consultation

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

## 2.7 Suspension of Agreement

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

## 2.8 Termination of Agreement

### 2.8.1 By the Authority

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

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

- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the 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 60 (sixty) days;
- (g) The Consultant violates any of the provisions, clauses, terms and/or conditions of the RFP and/or Agreement.
- (h) For any other valid & justifiable reason whether mentioned in the RFP and Agreement or not. The decision of the Authority on validity and justification of the reason shall be final & binding and shall not be questioned.

#### 2.8.2 By the Consultant

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

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the 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 60 (sixty) days; or the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

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

#### 2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as related to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 2.8.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 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 equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

#### 2.8.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, the 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):

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

#### 2.8.6 Disputes about Events of Termination

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

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

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations 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 Sub-Consultants or Third Parties.

##### **3.1.2 Terms of Reference**

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

##### **3.1.3 Applicable Laws**

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

#### **3.2 Conflict of Interest**

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

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

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

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

### 3.2.3 Prohibition of conflicting activities

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

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

### 3.2.4 Consultant not to benefit from commissions, discounts, etc.

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

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

### 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the 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 Processor before or after the execution of this Agreement, the Consultant shall not

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

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

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

### 3.3 Confidentiality

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

reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, Digests or summaries created derived from many of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the 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 Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

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

### **3.4 Liability of the Consultant**

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



- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the 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 the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.1 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Insurance to be taken out by the Consultant**

- (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) The Consultant alone shall bear all sort of losses, if it fails to effect and keep in force the aforesaid insurances. The Authority may if being made aware that consultant has not taken the insurance, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of

insurance cover is equivalent to 3 (three) times the cover required here under, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.1 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (b) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount state din Clause 6.1.1 of the Agreement.

### **3.6 Accounting, inspection and auditing**

The Consultant shall:

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

### **3.7 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:

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

### **3.8 Reporting obligations**

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.

### **3.9 Documents prepared by the Consultant to be property of the Authority**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the work shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the 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.
- 3.9.2 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, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 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 its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10 Equipment and materials furnished by the Authority**

Equipment and 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 equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

### **3.11 Providing access to Project Office and Personnel**

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

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

### **3.12 Accuracy of Documents**

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

## **4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### **4.1 General**

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

### **4.2 Substitution of Key Personnel**

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

### **4.3 Working hours, overtime, leave, etc.**

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

### **4.4 Resident Team Leader and Project Manager**

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

## **5. OBLIGATIONS OF THE AUTHORITY**

### **5.1 Assistance in clearances etc.**

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

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

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

## **5.2 Access to land and property**

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

## **5.3 Change in Applicable Law**

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

## **5.4 Payment**

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

## **6. PAYMENT TO THE CONSULTANT**

### **6.1 Cost estimates and Agreement Value**

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

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

### **6.2 Mode of billing and payment**

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

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

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

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

Damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant one expiry of 2 months after submission & acceptance of all deliverables assigned to it and payment of final bill. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-3 of this Agreement.

## **7.2 Liquidated Damages**

### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the 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 50% (fifty per cent) of the Agreement Value.

### **7.2.2 Liquidated Damages for delay**

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

### **7.2.3 Encashment and appropriation of Performance Security**

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

## **7.3 Penalty for deficiency in Services**

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

## 8. FAIRNESS AND GOODFAITH

### 8.1 Good Faith

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

### 8.2 Operation of the Agreement

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

## 9. SETTLEMENT OFDISPUTES

### 9.1 Amicable settlement

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

### 9.2 Arbitration

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

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

SIGNED, SEALEDANDDELIVERED

For and on behalf of  
Consultant:

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

SIGNED, SEALED ANDDELIVERED

For and on behalf of  
Authority

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

In the presence of:

1.

2.