



Delhi Development Authority

REQUEST FOR PROPOSAL

SELECTION OF LANDSCAPE DESIGN CONSULTANT
FOR DEVELOPING

HERITAGE PARKS_{at}

- i. Burari: Green Area near Coronation Pillar
- ii. Nehru Place: Grand Relic Stupa at Aastha kunj, Kalkaji.

DISCLAIMER

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. It shall always be deemed that all the Applicants submit bid/give offer on their own; after inspecting the prospective Site; done the required due-diligence; evaluated all the pros & cons of the work/project; checked with all the departments & authorities whether administrative, judicial or quasi-judicial; execute the work at their own risk & cost; and have duly considered that the entire work has to be done by the selected Applicant on its own and without in any manner holding DDA responsible there for.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained

in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The work shall be awarded and site shall be handed over on the principle of 'As Is Where Is Basis'.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

GLOSSARY

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.14.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.21.1
Contract Agreement	As defined in Clause 1.1.3
Contractor	As defined in Clause 1.1.3
Conditions of Eligibility	As defined in Clause 2.3.1
Conflict of Interest	As defined in Clause 2.4.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in [Paragraph 10] of Schedule-1
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Paragraph 8 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.6
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Financial Proposal	As defined in Clause 2.16.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.2
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Member	As defined in Clause 2.4.3 (G)
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
Professional Personnel	As defined in Clause 2.15.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Project Manager	As defined in Clause 4.5 of Schedule-2

Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.7 and 1.10
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.8
Selection Process	As defined in Clause 1.8
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Support Personnel	As defined in Clause 2.15.6
Team Leader	As defined in Clause 2.2
Technical Proposal	As defined in Clause 2.15.1
TOR	As defined in Clause 1.1.4
US\$	United States Dollar
WG	As defined in Paragraph 9.1 of Schedule-1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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ADVERTISEMENT

DELHI DEVELOPMENT AUTHORITY

Request for proposal for Selection of Landscape Design Consultant for DDA Heritage Park
(a) Burari: Green Area near Coronation Pillar (b) Nehru Place: Grand Relic Stupa at
AsthaKunj, Kalkaji.

RFP No. & Date	-
Bid Security	- Rs.2,00,000./-(Lump Sum)
E-Tendering annual charges	- Rs.20,000/- +GST as applicable
Time of Completion of Work	– 17 weeks (120 Days)

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

Schedule of bid process:

S. No.	Information	Dates/Details
1	Release of RFP	17 th February, Monday 2020
2	Last date of submission of written queries for clarification	24 th February, Monday 2020
3	Date of Pre-Bid meeting	28 th February, Friday 2020
4	Release of response to clarifications	09 th March, Monday 2020
5	Last date of submission of RFP	20 th April, Monday 2020
6	Opening of Technical Bids	22 nd April, Wednesday 2020
7	Presentation of Technical Bids	*24 th April, Friday 2020
8	Declaration of Technical Bid Result	27 th April, Monday 2020
9	Place, Time & date of Opening of Financial Bid	To be informed after Technical Evaluation
10	Addressee and address at which proposal in response to RFP notice is to be submitted	Executive Engineer, South Division-1, Sirifort Sports Complex, New Delhi-110049

For any clarification may contact at Ph.011-23370585, 011-23370562

Please visit DDA's website at www.dda.org.in Any inevitable change in date or time would be informed in advance. Selected participants would be informed separately.

1. INTRODUCTION TO THE PROJECT

1.1 Project Background

DDA undertakes Landscape Design Consultant for DDA Heritage Park (a) Burari Green : Area near Coronation Pillar (b) Nehru Place: Grand Relic Stupa at AasthaKunj, Kalkaji.

- 1.1.1 Delhi Development Authority (DDA) has been playing a key role in the overall development and management of green spaces with conscious efforts towards the development of open spaces as Regional parks, District parks, Green Belts and Neighborhood greens. With many small and big parks under its jurisdiction, DDA has kept its commitment for up-gradation and maintenance of these green areas, which form the lungs of the city.

Besides the basic intent of development and up-gradation of DDA Greens, DDA proudly participates in increasing awareness of Indian Heritage amongst the public. With this patriotic intention in mind, DDA intends to hire Landscape Design Consultant to provide support in the conceptualization and development of two identified Parks for showcasing Heritage of the city. Eligible Applicants would be screened for selection as Landscape Design consultant based on their presented concept and proposed fee structure as per conditions of this RFP documents

- 1.1.2 The DDA's Heritage Parks aim to symbolize the rich cultural heritage of the city through aspects like the shift and evolution of arts, crafts, culture, Architectural building types, food, music, etc., that came with the different rulers of the city. It is proposed to showcase the heritage of the city is uniquely presented techniques in varied settings, where the public can explore the glorious cities of Delhi through the experience of the five senses and advancement of technology alike. The sites are parts of following two identified parks:

(a) **Project 1: DDA's Heritage Park**

Burari: Recommencement of Coronation Park,
(50 acres approximately)

(b) **Project 2: DDA's Heritage Park**

Nehru Place: Grand Relic Stupa at Aastha Kunj, Kalkaji
(20 acres approximately)

- 1.1.3 If found technically feasible and financially viable, the Project may be awarded to a private entity (the “**Contractor**”) selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the contract agreement to be entered into between the Authority and the Contractor (the “**Contract Agreement**”).
- 1.1.4 In pursuance of above, the Authority has decided to carry out the process for selection of Landscape Design Consultant. The consultant shall prepare the plan in accordance with the Terms of Reference (TOR).

1.2. Request for Proposals

The Authority invites proposals for selection of Landscape Design Consultant FOR DEVELOPING HERITAGE PARKS AT (I) BURARI: GREEN AREA NEAR CORONATION PILLAR (II) NEHRU PLACE: GRAND RELIC STUPA AT

ASTHA KUNJ, KALKAJI. The Landscape Design Consultant shall prepare a plan in conformity with the TOR (collectively the **Consultancy**).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3. Due diligence by Applicants

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 the Project site, sending written queries to the Authority, and attending a Pre-Bid meeting on the date and time specified in Clause 1.9 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 Applicants have properly done the required due-diligence and have made themselves aware of all sorts of contingencies & factors which can affect the proper execution of the work. No loss of profits, damages, extra fee, costs, interest, and/or compensation shall be paid to the successful Applicant/Consultant nor shall the successful Applicant/consultant 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 work in any manner, if could be visualize by the Authority could be visualize by the successful Applicant/Consultant as well and the bid has been submitted considering all such contingencies and factors.

1.4. Availability of RFP (Request for Proposal) Document

RFP document can be downloaded from the website <http://eprocure.gov.in/eprocure/appor> www.dda.org.in free of cost. Kindly see procedure under e-tendering.

- 1.4.1 Intending agencies/tenderers need to register themselves on the e-tendering Website <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating. The portal enrollment is free of cost. For any further clarification Contact support-eproc@nic.in or 24 x 7 helpline 0120-4200462, 0120-4001002, 0120-4001005, 120-6277787 and Toll Free No. **1800 3070 2232** or send a mail over to – **cphp-nic@nic.in**.

If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II or class-III digital signature to submit the bid.

- 1.4.2 All intending bidders are required to get registered with CRB/DDA by depositing e-registration fee of Rs. 20,000/- (+) GST (as applicable). The fee for the CRB registration is to be deposited in the account of CRB/DDA and not in the account of Sr. AO/DDA. The account detail of CRB/DDA is as under:

**PAO/EW/DDA, Central Bank of India, Vikas Minar, New Delhi;
Account No.: 1075843312, IFSC Code: CBIN0281467.**

- 1.4.3 In addition to this, Bid Security amounting to Rs. 2,00,000/-(lumpsum) shall have to be deposited as under:

Bid Security shall be deposited through RTGS/NEFT in the account of **Sr. AO/ CAU/South Zone having account No. 16651110000012 with HDFC bank Ltd. at G-8, Hauz Khas Market, New Delhi -110016(IFSC Code HDFC-0001665)**. Proof of payment i.e., RTGS/NEFT number and its scan copy is to be uploaded in the Pre-qualification bid. The Executive Engineer, SD-1, DDA will get bid security / earnest money verified from CAU(SZ) based on the unique transaction reference number (UTR) against RTGS/NEFT payment before opening of bid.

1.5. Bid Submission:

The bid shall be uploaded in three parts:

Part “A” containing scanned copy of the

- i) unique transaction references of RTGS/NEFT against Bid Security
- ii) e-tendering annual processing fee/charge with CRB.
- iii) Acceptance Letter (to be given on company letter head).
- iv) Certificate of registration of CGST/SGST and acknowledgment of update filled return. Shall have to be uploaded by the bidder in the e-tendering system at the time of uploading of the tender.
- v) Certificate of registration of ESIC
- vi) Certificate of Registration of EPFO

Part “B” containing scanned copy of Technical Bid in the specified format as per RFP to be submitted online as well as offline and online document will be considered in case of any discrepancy in online & offline document

Part “C” containing Financial Bid to be submitted online only.

Hard copies of documents related to Technical Bid and UTR of Bid Security & e-tendering processing fees (**Part ‘A’ & ‘B’**) shall also be submitted to Executive Engineer- South Devision-1, **at least 1(one) hour prior to the time of opening of Technical Proposals.**

1.6. Validity of the Proposal

The Proposal shall be valid for a period of not less than **120 days** from the Proposal Due Date (the “**PDD**”).

1.7. Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1 wherein the consultants shall make presentations. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.8 Currency conversion rate and payment

- 1.8.1 The single currency for price conversions is: **Indian Rupees**
The source of official selling rates is: **State Bank of India and the date of exchange rate is date of submission of proposal/ PDD.**
- 1.8.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.9 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

	Event Description	Date
1.	Release of Request for Proposal (RFP) document	17 th February, 2020
2	Last date for receiving queries/clarifications	24 th February, 2020, Monday
3	Pre-Bid Meeting	28 th February, 2020 Tuesday
4.	Authority response to queries	9 th March, 2020
5.	Proposal Due Date or PDD	20 th April, 2020
6.	Date and time of opening of Technical Proposal	22 th April, 2020
7.	Presentation of the proposal	24 th April, 2020
8.	Date and time of opening of Financial Proposal	To be informed separately after evaluation of Technical proposal
9.	Letter of Award	To be announced later
10	Signing of Concession Agreement	Within 10 days of award of LOA
11	Validity of Bids	90 days of Proposal Due Date

1.10 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide a day notice to the nodal officer specified below:

Phone: 011- 23370585, 23370562

Mobile: 9560264646

Email: poonamruby@gmail.com

1.11 Pre-bid Meeting

The date, time and venue of Pre-Proposal Conference shall be:

Date: 28th February, 2020 Friday

Time: 11.00 hrs

Venue: Conference Hall, 5th Floor, Vikas Minar, ITO, New Delhi-110002

1.12 Communications:

- 1.12.1 All communications including the submission of proposal should be addressed to
Address: Executive Engineer, South Division-I,
PHONE: 9810144997, esd001@gmail.com

2. INSTRUCTIONS TO APPLICANTS

A GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. Only those firms / persons possess the requisite experience and capabilities required for undertaking the Consultancy, should participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.
- 2.1.4 The Consultant shall prepare the proposal and execute the work on the basis of and taking into consideration all the applicable laws, bye-laws, norms, rules, regulations, plans, latest standards, codes, specifications, guidelines etc. issued by all the concerned authorities and for the purpose shall take all types of permissions required from various authorities.
- 2.1.5 All the observations and changes suggested by all the concern departments and authorities will be incorporated by the Consultant in the proposal and nothing extra shall be paid on this account. In case, the Consultant has to do any major change, DDA may in its sole discretion grant additional time required to do any such change or to incorporate any such suggestion. However, on this account no extra amount/fee shall be paid to the Consultant.
- 2.1.6 Consultant alone shall be responsible to do the stakeholder consultation with all the authorities & departments and shall deal with the on its own..
- 2.1.7 All and any type of permission(s) required to accomplish the project and/or to achieve any particular stage, shall be taken by the Consultant on its own from all the Authorities.
- 2.1.8 It is made clear that DDA also has various different departments and, if approval of different departments of the DDA is required, same shall also be taken by the Consultant on its own.
- 2.1.9 Consultant shall always ensure that no loss or damage is caused to DDA. However, if any such situation arise, Consultant shall always ensure that, losses if any, are reduced to a minimum level and to immediately inform the D.D.A., if any such situation arises which can cause loss / damage to the D.D.A., any other person or to the Consultant. The principle of mitigation of losses shall always apply.

- 2.1.10 The Consultant alone shall have the overall responsibility to complete the entire project after taking all the required approvals & permissions from all the Authorities concern. DDA shall not at all be responsible for delay, withholding or refusal to grant approval(s) and/or sanction(s) and/or permission(s) by any of the Authorities on any ground, whatsoever.
- 2.1.11 In nutshell, Consultant alone shall be fully responsible to ensure the proper, satisfactory and timely completion of the entire work.

2.2 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:-

S.No.	Key Personnel
1	Principal Landscape Architect
2	Landscape Architects
3.	Architect
4.	Urban Planner
5.	Finance Expert

2.3 Conditions of Eligibility of Applicants

- 2.3.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.3.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
- Technical Capacity:** The Applicant shall have, over the past 7(seven) years preceding the PDD, undertaken the eligible Assignments as specified in Clause 3.1.6
 - Financial Capacity:** The Applicant shall have average annual turnover or received gross fee of INR 50 (fifty) crore per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.
 - Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub clause d) below.

- d) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	No.	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Principal Landscape Architect	01	Bachelor of Architecture and Masters of Landscape Architecture	10 years	<p>Shall be an Empanelled Landscape Architect with the Landscape and Environmental Planning Department, DDA or</p> <p>Shall meet the following eligibility criteria:</p> <p>a) The applicant should be an individual/group of consultants and either shall be registered or have a registered firm in India;</p> <p>b) The individual or at least one partner of the Firm shall be registered with the Council of Architecture (CoA), India.</p> <p>c) The Landscape Architect or Firm should have professional experience of landscape design projects in providing consultancy services during five years preceding to date of issue of EOI. This should be supported by necessary documentary proof.</p> <p>d) The Landscape Architect/Firm should have rendered landscape consultancy services for any one similar landscape project of the same scale with an aggregate project cost not less than Rs. 2.0 crores, during the last 05 years preceding date of issue of EOI. This should be supported by certificate/s from the client/s for the satisfactory completion of the project.</p> <p>e) Due consideration will be given to the Consultants possessing a post- graduation degree in</p>

Key Personnel	No.	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
				Landscape Architecture from a recognized college/ university. f) The Landscape Architect/Firm should have valid PAN No. and Service Tax Registration no.
Landscape Architects	03	Bachelor of Architecture and Masters of Landscape Architecture	2-5 years	
Architect	02	Bachelor of Architecture	5 years	Members of Council of Architecture.
Urban Planner	1	B. Planning	10 years	Design specifications development/ review and dedicated cost estimates of similar projects.
Finance Expert	1	CA/MBA	5 years	Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least 2 Urban Landscape projects

Note- The consulting firm/intending parties should have at least one expert each of any specific field which is being used in their concept of designs.

- 2.3.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors¹ stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant
- 2.3.4 The Applicant should submit a Power of Attorney as per the format at Form -4 of Appendix-I ; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from

¹No separate annual financial statements should be submitted

participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

- 2.3.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.3.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.4 Conflict of Interest

- 2.4.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.4.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.4.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) The Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for

computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) A constituent of such Applicant is also a constituent of another Applicant; or
- (c) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) A firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) The Applicant, its Member or Associate (or any constituent thereof), and the bidder or Contractor, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Contractor, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Contractor or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.4.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (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 performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for 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.

2.5 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.6 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.7 Site visit and verification of information

Applicants are advised strictly to submit their respective Proposals only after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them, including but not limited to the conditions which may affect the commencement or execution of the work. Whether the Applicants visit the Site or not, it shall always be deemed that all the Applicants have visited the Site, taken care of all types of contingencies which may affect the work and have done their due-diligence and have satisfied themselves in all respects, whatsoever. The Applicant(s) alone shall be responsible to take care of all such factors which may affect the execution of the work in any manner.

2.8 Acknowledgement by Applicant

2.8.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) Made a complete and careful examination of the RFP;
- b) Received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.7 above;
- d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.7 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.8.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 Right to reject any or all Proposals

2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.9.2 Without prejudice to the generality of Clause 2.9.1, the Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.10 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.12.

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Schedules

1 Terms of Reference

1 Form of Agreement

Annex-1: Terms of Reference

Annex-2: Cost of Services

Annex-3: Payment Schedule

Annex-4: Bank Guarantee for Performance Security

2 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

Form-2: Particulars of the Applicant

Form-3: Statement of Legal Capacity

Form-4: Power of Attorney

Form-5: Financial Capacity of Applicant

Form-6: Particulars of Key Personnel

Form-7: Abstract of Eligible Assignments of Applicant

Form-8: Abstract of Eligible Assignments of Key Personnel

Form-9: Eligible Assignments of Applicant

Form-10: Eligible Assignments of Key Personnel

Form-11: Curriculum Vitae (CV) of Key Personnel

Form-12: Proposal for Sub – consultant (s)

Form 13: Awards & Accreditations (if any), brochures, photos etc.

Form-14: Drawings depicting Project concepts

Form-15: Affidavit – Correctness of CV’s and Experience

Appendix–II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

2.11 Clarifications

- 2.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.9. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for ‘Selection of Landscape Design Consultant Selection of Landscape Design Consultant for DDA Heritage Park (a) Burari:Green Area near Coronation Pillar (b) Nehru Place: Grand Relic Stupa at Astha Kunj, Kalkaji”

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.11.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.11 shall be construed as obliging the Authority to respond to any question or to provide any clarification

2.12. Amendment of RFP

- 2.12.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.

- 2.12.2 All such amendments will be notified through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

- 2.12.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date ²

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.13 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for

²While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.14 Format and signing of Proposal

- 2.14.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. **A conditional proposal shall not be accepted.**
- 2.14.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.14.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:
- (a) By the proprietor, in case of a proprietary firm; or
 - (b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) By a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) By the Authorised Representative of the Lead Member, in case of Consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.14.4 Applicants should note the Proposal Due Date, as specified in Clause 1.9, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.18.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.25

2.15 Technical Proposal

2.15.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”).

2.15.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) The Bid Security is provided;
- b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- d) CVs of all Professional Personnel have been included;
- e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.3.2 d) of the RFP;
- f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) Professional Personnel proposed have good working knowledge of English language;
- j) Key Personnel would be available for the period indicated in the TOR;
- k) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
- l) The proposal is responsive in terms of Clause 2.23.4.

2.15.3 Failure to comply with the requirements spelt out in this Clause 2.15 shall make the Proposal liable to be rejected.

2.15.4 If an individual Key Personnel makes a false regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred

for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

- 2.15.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.15.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.2 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-11 of Appendix-I.
- 2.15.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-12 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.15.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.15.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the performance security/guarantee which is agreed to be pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority. The Consultant/Bidder shall also be liable to be blacklisted and restrain from participating in any further tender/bid for any work called by the DDA.

2.16 Financial Proposal

- 2.16.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Item [A] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.16.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (including services of sub consultants), accommodation, air fare, printing of documents, surveys and geo-technical investigations (if any required other than the information made available by DDA) etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b. The Financial Proposal shall take into account all expenses, GST and other tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c. Costs (including break down of costs) shall be expressed in INR.

3.17 Submission of Proposal

2.17.1 Instructions for Online Bid Submission

- a. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the applicants / bidders on the e-Procurement/e-tender portal is a pre-requisite for e- tendering.
- b. Bidder should do the enrollment in the e-Procurement site using the “**Online Bidder Enrollment**” option available on the home page. Portal enrollment is generally free of charge. During enrollment/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.
- c. Bidder need to login to the site through’ their user ID/ password chosen during enrollment/registration.
- d. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- e. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- f. Bidder may go through the RFP published on the site and download the required documents/schedules for the bids he/she is interested.
- g. After downloading / getting the RFP document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- h. If there are any clarifications, this may be obtained through Help desk. Bidder should take into account the corrigendum published before submitting the bids online.
- i. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of

the e- Token/Smartcard to access DSC.

- j. Bidder selects the RFP / tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- k. From my tender folder, he selects the tender to view all the details indicated.
- l. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the RFP schedules carefully and upload the documents as asked; otherwise, the bid will be rejected. A conditional proposal shall not be accepted.
- m. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document/schedule and generally, they can be in PDF/xls/rar 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 bids should be less than 2 MB. 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 1 MB the transaction uploading time will be very fast.
- n. If there are any clarifications, this may be obtained through the site, or during the pre- bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online e-bids.
- o. 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.
- p. Bidder should submit the Bid Security as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- q. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- r. The bidder has to select the payment option as offline to pay the Bid Security / EMD as applicable and enter details of the instruments.
- s. The details of payments made through RTGS/NEFT 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.
- t. 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 contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- u. 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 rejected.
- v. 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 bid.

- w. 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.
 - x. 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.
 - y. 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.
 - z. 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.
 - aa. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded bid documents become readable only after the tender opening by the authorized bid openers.
 - bb. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
 - cc. 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) exit option in the browser.
 - dd. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the bid document. Parallel for any further queries, the bidders are asked to contact over phone: 180030702232 or send a mail over to ccppp-nic@nic.in.
- 2.17.2 The Applicants shall also submit the technical Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 2.17.3 The Technical Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 1.13.1 and 1.13.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.17.4 The aforesaid outer envelope clearly marked ‘**Technical Proposal**’. The envelope marked “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
- (ii) Bid security details as specified in Clause 2.21.1

➤ **Financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II) has to be filled on e-Tendering website <https://eprocure.gov.in/eprocure/app>. (CPP Portal) only.**

2.17.5 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.17.6 The completed/technical Proposal must be delivered on or before the specified time prior to Date of opening of Technical Proposal. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.17.7 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.17.8 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.18 Proposal Due Date

2.18.1 Proposal should be submitted online on or before _____(to be filled by EE) **hrs** on the Proposal Due Date specified in Clause 1.9 and hard copy of Technical proposal at least one hour prior to the time of opening of Technical Proposals at the address provided in Clause 1.12 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.18.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.12 uniformly for all Applicants.

2.19 Late Proposals

2.19.1 Hard copies of technical proposals received by the Authority after the specified time shall not be eligible for consideration and shall be summarily rejected.

2.20 Modification/ substitution/ withdrawal of Proposals

2.20.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.20.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being

additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

- 2.20.3 Any alteration/modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.21 Bid Security Deposit

- 2.21.1 The Applicant shall furnish as part of its Proposal, a **Bid Security Deposit** of Rs.2,00,000/- (Rupees Two Lakh only) through RTGS/NEFT in the account of **Sr. AO/ CAU/South Zone having account No. 16651110000012 with HDFC bank Ltd at G-8, Hauz Khas Market, New Delhi -110016 (IFSC Code HDFC-0001665)**. (the “**Bid Security Deposit**”), returnable not later than 30 (thirty) days from PDD except in case of the first highest ranked Applicants. The Selected Applicant’s Earnest Money shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

- 2.21.2 Any Bid not accompanied by the Earnest Money shall be rejected by the Authority as non-responsive.

- 2.21.3 The Authority shall not be liable to pay any interest on the Bid Security deposited and the same shall be interest free.

- 2.21.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the *Bid Security* shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.26.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.30 and 2.31 respectively ;
or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.4.

2.22 Performance Guarantee:

- 2.22.1. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy here under or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and

effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) if an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
 - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.4; and
 - (c) if the Selected Applicant commits a breach of the Agreement.
 - (d) The Performance Guarantee shall always be interest free and shall be returned to the Consultant without any interest. The Consultant alone shall be responsible to bear and pay all types of expenses to keep the said guarantee alive till the time same is released.
- 2.22.2 The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to **5% (Five percent)** of the total contract value from any Scheduled Bank or the State Bank of India in accordance with the Form annexed hereto. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs. Performance Security shall be valid for a period of 6 months beyond the date of completion of services. The Bank Guarantee will be released by the Authority upon expiry of 6 months beyond the date of completion of services. However, if contract is foreclosed /terminated by the Authority at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination.
- 2.22.3 In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.05% (Zero Point Zero Five Percent) of the Bid price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days time period.
- 2.22.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of Clause 2.22.2 and 2.22.3 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 2.22.3, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant and the Lo A shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 2 years.

D. EVALUATION PROCESS

2.23 Evaluation Process

- 2.23.1 The Jury Panel nominated by the Authority will process the applications and finalize the selection of Consultants with the approval of the Authority.
- 2.23.2 The committee shall open the Proposals on the due Date, at the place specified in Clause 1.9 and in the presence of the Applicants who choose to attend The Committee will open the tenders, the sequence of which shall be as follows:
- i. Annual e-tender processing fee (₹20,000+GST) and Bid Security
 - ii. Technical Bids
 - iii. Financial Bids

- 2.23.3 Proposals for which a notice of withdrawal has been submitted in accordance with Clause no 2.20 shall not be opened.
- 2.23.4 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- a) The Technical Proposal is received in the form specified at Appendix-I;
 - b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
 - c) It is accompanied by the Bid Security as specified in Clause 2.21.1.
 - d) It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.14 and 2.17;
 - e) It is accompanied by the Power of Attorney as specified in Clause 2.3.4;
 - f) It contains all the information (complete in all respects) as requested in the RFP;
 - g) It does not contain any condition or qualification; and
 - h) It is not non-responsive in terms hereof.
- 2.23.5. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.23.6. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.8 and the criteria set out in Section 3 of this RFP.
- 2.23.7 First, the Envelope (electronic-envelope in e-tendering mode) containing **Annual e-tender processing fee and Bid Security** will be opened and if they have been submitted by the Applicants, then the Second envelope (electronic-envelope in e-tendering mode) containing the Technical Bid would be opened. The Applicants shall be given 14 days' notice to make presentations to explain the 'technical proposal' in detail. After the Technical evaluation, the Authority shall prepare a list of pre-qualified and short listed consultants in terms of Clause 3.2. Before opening of financial proposals, the list of pre-qualified and short listed applicants along with their technical Score will be read out. The opening of Third envelope (electronic-envelope in e-tendering mode) containing financial proposals/bids shall be done in the presence of the respective Applicants who choose to be present. The Authority will not entertain any query or clarification from the Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and Final ranking of the Proposals shall be carried out in terms of Clauses 3.3.
- 2.23.8. Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that Authority shall not be required to provide any explanation and justification in respect of any Selection Process or selection.
- 2.23.9 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.24 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 retained 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.

2.25 Clarifications required from the Consultant

- 2.25.1 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.
- 2.25.2 If an Applicant does not provide clarifications sought under Clause 2.26.1 above 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.

E. APPOINTMENT OF CONSULTANT

2.26 Negotiations

- 2.26.1 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.
- 2.26.2 The Authority will examine the CVs of all other Professional Personnel, those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.27 Substitution of Key Personnel

- 2.27.1 The Authority will not normally consider any request of the Selected Applicant 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
- 2.27.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.28 Indemnity

Consultant shall always indemnify the DDA and every member, officers and employees of the DDA, against all actions, proceedings, claims, demands, loss,

damage, damages, costs and expenses, whatsoever, arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, loss, damage, damages, costs and expenses, whatsoever, arising out of any act or omission/commission or failure by consultants in the performance of any of its obligation whether under this Agreement or otherwise 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.

2.29 Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) 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 Bid Security 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, and the next highest ranking Applicant may be considered.

2.30 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the Time Schedule as prescribed in Clause 1.10. 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 Agreement 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.

2.31 Commencement of Assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement unless otherwise directed by a notice in writing. If the Consultant fails to either sign the Agreement as specified in Clause 2.30 or commence the assignment as specified herein, its security and guarantee shall stand forfeited and the work may be awarded to any other Applicant.

2.32 Proprietary Data

Subject to the provisions of Clause 2.24, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

The Consultant shall always keep with it one spare copy of all the documents, drawings, bills, vouchers etc. submitted by it with the D.D.A. and till the completion of three years from the date of satisfactory completion of the work or of the final payment, whichever is later, it shall keep with it the complete record of the work executed/performed by it.

D.D.A. shall always be entitled to call for any such record or document relating to the work, RFP or Agreement, which is kept by or maintained by the Consultant.

Similarly the Consultant shall also preserve the entire record & account of the work for a period of three years, as aforesaid, and shall always permit the duly authorized representative of the DDA, (after reasonable advance notice is served on the Consultant), from time to time to inspect such records and accounts and to make copies thereof and shall permit the DDA or any person authorized by the DDA, from time to time, to audit such records and accounts.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 The Authority would scrutinize all RFPs received up to the stipulated date and time for the receipts of RFPs and evaluate these on the basis of the eligibility criteria laid down in this document. Any bid received after the stipulated date and time will be rejected. Those parties which do not meet these criteria would be disqualified. Parties that meet the required criteria on the basis of documents submitted by them with the RFP would be shortlisted. The Authority reserves the right to independently verify the genuineness of the documents submitted by the parties. Copies of all documents submitted should be signed on all pages by the authorized signatory/signatories of the intending firm/joint venture/consortium. Unsigned documents will not be considered for evaluation. During verification if any submitted document is not found to be genuine or misleading in any way, the concerned party would be disqualified. The DDA reserves the right to restrict the list of shortlisted parties as deemed suitable by it and the right to decide on the short listing criteria.
- 3.1.2 **Presentation:** Presentation shall be made after evaluating the bidders defined qualifying criteria from Technical and financial aspects both. Presentations of the applicants who qualify the defined criteria shall only be invited for the presentation before Jury panel to be formulated by the approval of the Competent Authority. The selected Applicants would be intimated and assigned a date and time for making a power point presentation before the committee. The Applicants shall make the presentation with emphasis on their past experience in the field, technical manpower, conceptual plans for the proposed ‘for **Selection of Landscape Design Consultant for DDA Heritage Park (a) Burari:Green Area near Coronation Pillar (b) Nehru Place: Grand Relic Stupa at Aastha Kunj, Kalkaji**’ with the financial strategy, its operative and management model, tentative project costs involved etc. Parties making the presentation would need to submit two colored hard copies of their power point presentations. The Committee may also ask parties to provide clarifications on the documents submitted by them with the RFP.
- 3.1.3 Only those Applicants whose Technical Proposals with a minimum aggregate technical score (including presentation) of 75 (seventy five) marks out of 100 (one hundred) with a minimum of 60% in each sub category shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (T)
- 3.1.4 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks.

3.1.5 The scoring criteria to be used for evaluation will be as follows:

S. No	Description	Marks (Criteria Total)	Sub-criteria
1	Proposed work plan and methodology in response to the TOR	40	50% of the maximum marks shall be awarded for the uniqueness of the proposed concept depicting the same and sensitivity to existing landscape for the area. The remaining 50% shall be awarded for (i) Innovation and operational model; (ii) Tentative project cost (iii) phasing of the project and practicality of proposed time-lines; (iv) Self sustainability of the proposed plan; and (v) Adoption of green technology
2	Financial Strength (Average annual turnover)	15	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis
3	Past Experience in similar works (Eligible Assignments)	25	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis
4	Qualification and competence of the Key personnel	20	30% of maximum marks for General qualification and remaining 70% for adequacy for the project as per past experience on eligible assignments.
3a	Principal Landscape Architect-6 marks		
3b	Landscape Architects-3.5 marks		
3c	Architect-3.5 marks		
3d	Urban Planner-3.5 marks		
3e	Finance Expert-3.5 marks		
	TOTAL	100	

3.1.6 Eligible Assignments

For the purposes of determining of eligibility and for evaluating the proposals under

this RFP, the eligible assignments (the “**Eligible Assignments**”) shall mean Landscape Design Proposals of Urban Parks.

The consultant should have the following work experience

3.1.6.1 Technical eligibility

The Applicant for Landscape design consultancy should be one of the consortium member or sole bidder. The consultant should have the experience of successfully completed Eligible Assignments (Landscape design and development works) during the last 7 years ending last date of the month previous to the one in which RFP is invited. Documentary evidence in the form of contract/agreement shall be a prerequisite. The consultant should have:

- i. Three eligible consultancy for Landscape Design assignments, completed for the project, (at least one of them should preferably in Central Govt./ Central Public Sector Undertaking) with the area of 08 acres project cost each not less than **Rs. 40crores**.

OR

- i. Two eligible consultancy for Landscape Design assignments, completed for the project, (at least one of them should preferably in Central Govt./ Central Public Sector Undertaking) with the area of 12 acres project cost each not less than **Rs.60crores**.

OR

One eligible consultancy for Landscape Design assignments, completed for the project, under Central Govt./ Central Public Sector Undertakings with the area of 20 acres project cost not less than **Rs.80crores**.

The project cost of respective works for which consultancy assignment is completed by the applicant shall be suitably enhanced @ 7% of each subsequent year following the financial year in which that particular work has been completed to bring it at par with the present cost.

- (i) The sole applicant shall fulfill all the requirements given above.
- (ii) In case of JV, the Lead partner should fulfill at least 75% of all eligibility requirements and the other partner shall fulfill at least 50% of all eligibility requirements.
- (iii) If the applicant firm has/have prepared the DPR/FS projects solely on its own, 100% weightage shall be given. If the applicant firm has prepared the DPR/FS project as a lead partner in a JV, 75% weightage shall be given. If the applicant firm have prepared the DPR projects as the other partner (not lead partner) in a JV 50% weightage shall be given. If the applicant firm have prepared the DPR/FS projects as an associate 25% weightage shall be given.

3.1.6.2 Financial Eligibility

- i. The applicant shall have Average Annual turnover of Rs 50Lakh or more during immediate last three (03) consecutive financial years. Applicant/Bidder having average annual turnover less than Rs 50Lakh as mentioned hereinabove shall not be evaluated.

- ii. In case of joint ventures/ consortia aggregate turnover of only those parties would be considered whose activities include work similar to the nature of work/ eligible assignments for which the LANDSCAPE DESIGN CONSULTANT is being engaged.

3.2 Short-listing of Applicants

Of the Applicants who have scored 75 marks and above out of 100, shall be prequalified and short-listed for financial evaluation in the second stage.

3.3 Evaluation of Financial Proposal

- 3.3.2 In the second stage, the financial evaluation will be carried out as per this Clause. For financial evaluation, total cost of financial proposal will be considered which shall be inclusive of GST and other applicable taxes, levies etc. at the time of bid submission. The payments however shall be made in accordance with applicable tax laws.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. 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 firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

Under Quality Cost-Based Selection (QCBS) selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where

C = Bid Price

C_{low} = the lowest of all Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Bid Price as specified in the QCBS (0.3 in this case)

3.3.4 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.28, 2.32 and 2.31, as the case may be.

3.3.5 DDA reserves the right to modify the evaluation process / relax any criteria of eligibility for the selection of consultants laid down in the RFP document, if felt necessary, without assigning any reason, whatsoever, and without any requirement of intimating the bidders of any such change.

4. FRAUD AND CORRUPT PRACTICES

- 4.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Section, the following terms shall have the meaning hereinafter 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to 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 the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, 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) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the 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 consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) **“Fraudulent Practice”** means a misrepresentation or omission 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 persons or property to influence any person’s participation or action in the Selection Process;
- (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.

5. PRE-BID MEETING

- 5.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Bid Meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
 - b. Consult with any Applicant in order to receive clarification or further information;
 - c. Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.3 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.4 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1

(See Clause 1.14)

SELECTION OF LANDSCAPE DESIGN CONSULTANT

for DDA Heritage Park

at

(a) Burari: Green Area near Coronation Pillar

(b) Nehru Place: Grand Relic Stupa at AasthaKunj, Kalkaji

Terms of Reference (TOR)

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TERMS OF REFERENCE (TOR)

1. GENERAL

- 1.1 Delhi Development Authority (DDA) has been playing a key role in the overall development and management of its green spaces, with conscious efforts towards the development of open spaces as Regional parks, District parks, Green Belts and Neighborhood greens. With many small and big parks under its jurisdiction, DDA has kept its commitment for up-gradation and maintenance of these green areas, which form the lungs of the city.
- 1.2 Besides the basic intent of development and up-gradation of DDA Greens, DDA proudly participates in increasing awareness of Indian Heritage amongst the public. With this patriotic intention in mind, DDA intends to hire Landscape Design Consultant to provide support in the conceptualization and development of two identified Parks as DDA's Heritage Parks. Eligible Applicants would be screened for selection as Landscape Design consultant based on their presented concept and proposed fee structure as per conditions of this RFP documents
- 1.3 The consultant shall be guided in its assignment by the Master Plan of Delhi 2021, other regulations, relevant rules, and provisions of law.
- 1.4 The consultant shall be responsible for preparing the technical and system related schedules of the “**Contract Agreement**” and for bringing out any special feature or requirement of the project referred to in the Contract Agreement or the MPD2021, as the case may be. The details and particulars to be specified in the Schedules shall be duly addressed and incorporated therein.
- 1.5 The consultant shall, to the extent possible, rely on the existing data and which it may verify, supplement and analyze, as necessary, during the course of consultancy. The reports, information and material to be provided by the Authority are as follows:
 - (i) Base map of Project Area.
 - (ii) Maps showing details of existing facilities and peripheral services etc. for the Project Area.The data/ details furnished by the Authority are for guidance only and therefore the Applicants are advised to visit the site for making their own assessment regarding site conditions and restrains.
- 1.6 The consultant shall also participate in the Pre-bid meeting with the bidders of the Project and assist the Authority in clarifying the technical aspects from bid of documents

2.0. OBJECTIVE

To develop an overall concept for Landscaping Design for DDA Heritage Park at Burari, Green Area near Coronation Pillar and Nehru Place: Grand Relic Stupa at Aastha Kunj, Kalkaji.

The DDA's Heritage Parks aim to symbolize the rich cultural heritage of the city through aspects like the shift and evolution of arts, crafts, culture, Architectural building types, food, music, etc., that came with the different rulers of the city. It is proposed to showcase the heritage of the city is uniquely presented techniques in varied settings, where the public can explore the glorious cities of Delhi through the

experience of the five senses and advancement of technology alike. The sites are parts of following two identified parks:

Project 1: DDA's Heritage Park

Burari: Green Area near
Coronation Pillar, (50 acres
approximately)

Project 2: DDA's Heritage Park

Nehru Place: Grand Relic Stupa at Aastha
Kunj, Kalkaji (20 acres approximately)

3.0. SCOPE OF WORK

To accomplish the objectives, as aforesaid. The Scope of Services includes, but is not limited to, any or all activities incidental and required for the development of the proposal at each stage. The Consultant, who will work in conjunction with DDA, will undertake the services as specified in this RFP document.

The Services to be provided by the Consultant as the "Landscape Architect" shall include the overall design based on the theme and the required details for the construction of the same, which would include but not limited to the following:

1. Studies showing:
 - A. Approaches of landscape design process
 - B. Urban Context, Surroundings & Precincts
 - Ecology and Natural History of the area and the Archeological Context
 - Surrounding Land use
 - Urban aesthetics- Legibility, Image ability, Identity
 - Circulation, connectivity and, accessibility -from Transit corridors (if any),
 - nodal points, Landmarks, Strategic links Pedestrian routes in terms of the impact on surrounding greens.
 - Climate and Sciography
 - Edge conditions, Noise barriers
 - C. Detailed Landscape Analysis:

Analysis of existing features on site- Natural (Slope Analysis and Shadow Analysis (Aspect), Relief Analysis, Soil analysis, Vegetation Analysis, Hydrological analysis. (A plan that justifies the consideration of existing trees in the proposal. Where every existing tree is marked, numbered. No existing tree is to be cut. If at all, the proposal suggests to cut: the number of trees cut are highlighted, percentage shown and, the location of new trees to be planted are marked. Similarly, the top soil if to be removed needs to be conserved and the plan for the same to be shared).

Visual analysis - Visual Linkages (Intangible/Tangible)

Activity analysis

Landscape Structure Analysis (Open and built) vis a vis context; existing features on site- Man Made (Existing Structures)

SWOT Analysis - (Strengths-Weaknesses-Opportunities-Threats)

Existing services reference to special areas, if any.

D. Site Planning and Landscape Design Proposal, including:

Broad Concept, Location Plan & Site Plan, Demolition Plan, Comprehensive Landscape Development Plan demarcating the activities Allocated, Open space Hierarchy & Typology, Circulation, Connectivity and, accessibility- Pedestrian, Vehicular, Parking, Ramps, Physically Challenged, Emergency vehicles, Drainage, water management systems and Grading-Cut/fill, Visual windows, Activities, Planting Plan and palette, Urban art, Materials- Hard and soft landscape, Comprehensive lighting scheme based on innovative illumination design, Irrigation Scheme, All landscape features including, and not restricted to, signage, art elements, furniture, shelters, parking (if any), boundary wall, entry gate, fencing and kiosks. Their logical provision needs to be justifiable with respect to specific site, Any special technical knowhow required to showcase the innovative techniques for the depiction of the theme. Co-ordination of external and internal services, Periodic, as well as required inspection of works at the site during execution and 06 months after the commissioning of the project. The work on site needs to be evaluated and managed with respect to time, quality and economics. Though the initial survey will be provided by DDA, the Consultant should be able to get the survey updated, if required. Methodology for execution of proposal & maintenance of the green area to be proposed as well. Facilitation of approvals from any authorities, if required.

4.0. SCHEDULE OF SERVICES

The Service providing Landscape Design Consultancy has been subdivided into five distinct stages. These stages can be logically modified if DDA to desires and the Consultant is in Agreement.

4.1 Stage 1: Pre-final Concept

- a. Conceptual landscape plan, indicating all proposed elements following the general principles of landscape planning and design.
- b. Identification of functional and aesthetic zones along with their conceptual treatment.
- c. Identification of Innovative, ecological, economic and sustainable site-specific strategies.
- d. Concept sketches for all proposed landscape elements and with illustrative details of significant design areas.
 - e. Description of features like boundary walls, entry gates, walkways, pathways, planters, pavement, steps, ramps, railings, pergolas, park furniture, lighting scheme, etc. wherever required.
- f. Conceptual planting scheme including trees, shrubs and groundcover to fulfill environmental, aesthetic and functional needs.

Stage 1 Deliverables

Landscape Plan with above mentioned information to convey the ideas for a fruitful discussion during its presentation.

Note: This stage will be considered as the Technical Concept Submission based on which the proposals would be marked along with the financial bids as per this document

4.2 Stage 2: Final Concept

- 4.2.1 Detail, and modify if required, the selected conceptual design and prepare a full set of concept drawings, sketches, study model, 3D-views, walkthrough (if required) etc. along with all the requisite details with preliminary cost estimates.
- 4.2.2 The Concept shall comply with the Delhi Master Plan 2021 regulations, applicable codes & standards and local availability of the material. The Consultant shall present analysis and approach considerations with detailed reasoning of the basis of the concept design.
- 4.2.3 The Final Concept stage shall include revision and reworking of the draft concept as per the feedback received from the concerned DDA team officials.
- 4.2.4 Prepare presentation drawings and presentations as per the requirement of the DDA team officials.

Stage 2 Deliverables

The Consultant shall submit the deliverables in the form of a high-resolution presentation in soft copy as well as a report in a reasonable size hard copy - 04 numbers

- 1. Final Landscape Concept Plan, high lighting all the major elements and detailing thereof
- 2. 3-D renderings to explain the scheme
- 3. Representative images, sketches and renderings
- 4. Report detailing Landscape Design parameters and assumptions if any, taken for design decisions.
- 5. Presentation for meetings
- 6. Receive final sign-off from the Competent Authority

4.3 Stage 3: Schematic Drawings And Pre-Tender Stage Document

4.3.1 Schematic Drawings

Incorporate inputs received at the Concept Stage and prepare schematic drawings with landscape details, service requirements and detailed specifications for all information mentioned in stage I.

4.3.2 Pre-Tender Stage Document

- 1. Prepare Tender document and working drawings for civil, electrical and horticulture works incorporating schedule of quantities, the estimate of cost including code of practice covering aspects like mode of measurement, method of payments. Obtain approval from statutory bodies as required for the project, quality control procedures on materials and works, analysis of rates wherever required, time schedule and other conditions of the contract.
- 2. Assist in inviting, receiving and analysis of tenders; issue clarifications and changes for queries raised during the tendering process and advise DDA on the appointment of contractors for implementation of the design.

Stage 3 Deliverables

- a. Landscape Plan and details
- b. All drawings required to communicate the scheme completely and comprehensively.
- c. Detailed design report.
- d. Tender drawings, specifications, BOQ, rate analysis and any other technical information required in the tender documentation.

4.4 Stage 4: Detailed Drawings And Tender documents

- a. Detailed Comprehensive Landscape Development plan
- b. Detailed design development of individual sections.
- c. Detailed Comprehensive Planting Plans
- d. Detailed Planting plan of individual sections.
- e. Tender document based on detailed drawings for civil, electrical and horticulture works.
- f. Consultant shall provide the required list of drawings and documents along with the schedule of rates to DDA, prior to the commencement of the “Good for Construction” preparation and shall follow the same for the issuance for execution in consultation with the officials of DDA
- g. Assist in the finalization of contractor and award of contract

Stage 4: Deliverables

- 1. Detailed Drawings for landscape including all hard & soft elements, final plantation plan, irrigation scheme and water requirements, incorporation of any special landscape element and their specifications, wherever applicable
- 2. Tender Drawings, Specifications, BoQ's, Rate Analysis and any other technical information required in the final tender documentation (Tender stage documentation requirements - 100% completion of all requirements in the Tendering stage)
- 3. Final Report on Landscape Design parameters and assumptions in coordination with DDA
- 4. Receive final approval from DDA on the appointment of the contractor as completion of the stage

4.5 STAGE 5: CONSTRUCTION

- a. Preparation of working drawings for civil works and landscape horticultural works, including setting out, incorporating the overall Landscape Scheme and special design elements used.
- b. Regular coordination with officials of DDA, contractors and other agencies working on the project
- c. Periodic site visits to ensure execution of work as per drawings and instructions. Regular submission of feedback to DDA regarding site implementation and timely execution of site work

Stage 5 Deliverables

1. Complete Good for Construction (GFC) drawing set to be delivered as per the time schedule agreed with the respective officials of DDA
2. All discrepancies during designing and execution, which are not as per the original design intent or as per the approved specifications, are to be brought to the notice of DDA in writing
3. Site Visit Report/ Minutes of Site Inspection and Minutes of Meeting shall be submitted after every scheduled site visit and meeting
4. Receive stage completion certificate from DDA after successful delivery of the last deliverable of this stage, after due acknowledgment from the contractor engaged on site as well as the officials of DDA
5. Issue Methodology to be adopted for maintenance of the work executed onsite

5.0 GENERAL INSTRUCTION REGARDING SUBMISSION

1. All the drawings are to be delivered in hard and soft copies (CAD, PDF and specified format)
2. All renderings to be submitted in hard and soft copies (Jpg & PSD and specified format)
3. All final stage-wise site inspections/ presentations/ meetings are to be attended by a Sr. official from the Consultant organization, who is competent to issue a certificate at the end of each stage stating and elaborating how the original design intent is being maintained.
4. All feedback from the concerned officials of DDA shall be incorporated at various stages of work, as desired
5. All variations/ additions/ alterations etc. beyond the current scope and listed deliverables should be incorporated after written communication from DDA
6. Any other requirement beyond the current scope of work that may arise during the course of this assignment needs to be communicated in writing to DDA well in advance to preserve the agreed timelines of the project.
7. Any additional (apart from the above stated) detailed model & walkthrough, if required during the assignment, would be paid on actual on mutually agreed terms. However, the Consultant will need to coordinate and provide all necessary inputs and details as may be required
8. Coordinating with any sub-consultants and specialist Consultant appointed for the task would be the prime responsibility of the Consultant. Any points of conflicts or disagreements in such coordination should be communicated to DDA in writing to ensure an early resolution
9. Most importantly, the Consultant is expected to maintain a time line/schedule of the project deliverables pertaining to the current scope in any compatible scheduling/ Project management software, and follow the same as agreed upon. Any ensuing delays/ deviations in the agreed timelines should be brought to the notice of DDA in writing.

6.0 INDICATIVE TIME AND PAYMENT SCHEDULE

	Stage	Payment	Time Span
Stage 1	Pre-Final Concept Approval of Concept		
	Date of Agreement	Y Consultancy fee	X
Stage 2	Submission of Final Concept		X+3 weeks
	Acceptance of stage 1 deliverables	10% of Y	
Stage 3.	Schematic drawings and pre-tender stage document		X+(3+4)weeks
	Acceptance of stage 2 deliverables	30% of Y	
Stage 4.	detailed drawings and tender documents		X+(3+4+4) weeks
	Acceptance of stage 3 deliverables	30% of Y	
Stage 5.	construction		X+(3+4+4+6) weeks
	Acceptance of stage 4 deliverables	25% of Y	
Completion of the Project		5% of Y	Actual

- The above does not include the time taken for granting approvals by DDA or any other statutory body if required. No compensation will be given to the consultant if the project gets extended due to acceptance of reports except as agreed by the Authority.
- Time of approximately two to three weeks shall be taken by the department to grant approvals for each deliverable.
- The Consultant shall whenever require to make presentations before competent authorities from time to time for securing approval from DDA.
- The cost of these presentations is deemed to have been included in the fee quoted by the consultants.
- The overall contract with the consultant shall be for 60 months after signing of the contract. The period involves the implementation of accepted design proposals and reports on the ground and submission of all deliverables.
- The consultant is required to submit up to five hard copies of proposal/drawings/report along with a soft copy of each stage.
- No compensation will be given to consultant if project gets extended due to acceptance of reports except as agreed by the Authority.

- 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 D.D.A., 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. However, nothing extra on any account, whatsoever, shall be paid to the Consultant nor shall the Consultant be entitled to ask anything over and above the quoted rates/fee for the entire work done by it under this RFP/Agreement.
- 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.
- 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 for which the bill is raised.
- In case, the Consultant does not prepare and submit the bill, as aforesaid, the bill & payment as may be finalized by the D.D.A. shall be deemed to be full & final towards the entire work done by the Consultant and, thereafter, no amount, whatsoever, shall be deemed to be left payable to the Consultant nor shall be paid to it.
- Any amount or work which is not raised nor mentioned in the bills, whether running or final, shall not be taken into consideration nor be paid and shall always be deemed to have been waived.
- The payment shall be made within 30 days of submitting the bill and unless the Consultant has submitted the bill with all required documents, it shall not be entitled for any interest thereon.
- The amount of security deposit, performance guarantee and/or any other amount deducted or withheld shall always be interest free and no interest shall be paid thereon under any circumstances.
- It is specifically intimated to the Consultant that D.D.A. intends to award further works of 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 D.D.A., therefore, time is and shall always be the essence of the contract.
- Any delay in execution and completion of the Work shall be solely at the risk & cost of the Consultant. D.D.A. shall be authorized & entitled to claim & recover any loss or damage which it may suffer on account of delay, if caused because of any reason attributable to the Consultant.
- Unless the Consultant is directed to stop the work by a notice in writing issued by the Additional Commissioner, DDA, the Consultant shall continue to perform & execute the work irrespective of any impediment and, 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 there for.

- 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 attributable to Consultant, D.D.A. may in its sole discretion and upon such terms & conditions as may be deem fit by it, extend the stipulated period by a maximum period of six months.
- 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. 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 attributable 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.

7.0 SUBMISSION OF PROPOSAL

Once submitted, the proposal, including the composition of the consulting team, cannot be altered without prior Witten consent of Authority. Standard format for submission of the Proposal are enclosed with this RFP.

8.0 EVALUATION AND SELECTION PROCESS

Evaluation of Technical Proposal

The evaluation of Financial Proposal will be made on the basis of qualification and experience of the project team proposed by the Landscape Design Consultant for this assignment. The Transaction Adviser, who does not possess the required qualification and experience as required in the teaming, will not be considered for opening of Financial Proposal. Authority reserves the right to Judge, appraise, and reject any or all proposals.

9.0 ADDITIONS AND ALTERATIONS:

- 9.1 The Authority shall have the right to ask in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing auditioned work in connection herewith and the Consultant shall comply with such request. That if the Authority deviates substantially from the original scheme which involves for its proper execution, extra services, expenses and extra labor on the part of the Consultant for making changes and additions to the drawings, specifications or other documents due to rendering major part or the whole of their work in fructuous, the Consultant may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under their agreement and to be determined mutually unless such changes, alterations are due to the Consultants own commission and / or discrepancies including changes required at the time of approval at various Forums and due to changes required by the Consultants of all internal, external utilities and services. The decision of the Authority shall be final on whether the deviations and additions are substantial and require any compensation to be paid to the Consultant. However, for any modification or alteration which does not affect the entire design, planning, etc., no amount will be payable.

- 9.2 Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the Employer.

Performa 1
PROJECT FACILITIES

SCHEDULE-2

(See Clause 2.1.3)

AGREEMENT

FOR

**LANDSCAPE DESIGN CONSULTANT
FOR DEVELOPING
DDA Heritage Park**

at

- (a) Burari: Green Area near Coronation Pillar**
- (b) Nehru Place: Grand Relic Stupa at Aastha Kunj, Kalkaji.**

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AGREEMENT

Independent Lighting Design of 'Selection of Landscape Design Consultant for DDA Heritage Park (a) Burari: Green Area near Coronation Pillar(b) Nehru Place: Grand Relic Stupa at Aastha Kunj, Kalkaji.

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [Vice Chairman DDA India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Selection of Landscape Design Consultant (hereinafter called the “**Consultancy**”) for 'Selection of Landscape Design Consultant for DDA Heritage Park (a) Burari: Green Area near Coronation Pillar (b) Nehru Place: Grand Relic Stupa at Aastha Kunj, Kalkaji. (hereinafter called the “**Project**”);
- (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
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them;
 - (a) “**Agreement**” means this Agreement, together with all the Annexes;
 - (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
 - (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
 - (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;

- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement is executed; “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (h) “**Government**” means the Government of;
- (i) “**INR, Re. or Rs.**” means Indian Rupees;
- (j) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (l) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (m) “**Personnel**” means persons hired by the Consultant as employees or part of the project team and assigned to the performance of the Services or any part thereof;
- (n) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (o) “**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;
- (p) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) “**Sub-Consultant**” means any entity to which the Consultant engages for any part of the Services in accordance with the provisions of Clause 4.7; and
- (r) “**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 hereunder.

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and 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

- a) The table of contents,
- b) 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 1.10 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 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

1.10.1 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 1.10

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

.....

Tel:

Mobile:

Email:

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

.....

Tel:

Mobile:

Email:

1.11 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 execution of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) 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 herein 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 Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Authority, expire upon the later of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; (ii) the expiry of [1 (one) year] from the Effective Date or (iii) satisfactory completion of the entire work. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

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

2.5.3 The Authority shall use all drawings, designs, specifications and documents prepared by the consultant for the purposes of development, construction, operation and maintenance of the Parks.

2.6 Modification of Agreement

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

2.7 FORCE MAJEURE

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or 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.

2.7.2 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.

2.7.3 Measures to be taken

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

2.7.4 Extension of time

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

2.7.5 Consultation

Not later than 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.

2.8 Suspension of Agreement

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

2.9 Termination of Agreement

2.9.1 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 2.9.1, 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 2.8 hereinabove, 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 take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;
- g) The Consultant violates any of the provision, clause, terms and/or condition of the RFP

and/or Agreement.

- h) For any other valid & justifiable reason whether mentioned in the RFP and Agreement or not The decision of the Authority on validity and justification of the reason shall be final & binding and shall not be questioned.

2.9.2 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 2.9.2, 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
- d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.
- e) 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.

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.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly 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 relate 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.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 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 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 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 2.9.1 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.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 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 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with 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. Consultant and Affiliates not to be otherwise interested in the Project.

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 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
- c) 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 hereunder, 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 forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in 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, if any, 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. The Authority requires that the Consultant

provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

- 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 Process or 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 hereinafter respectively assigned to them which shall be in addition to the meanings 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 matters concerning the Agreement before or after the execution thereof, at anytime 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 or derived from any 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 6.1.2 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

3.5.1

- 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 coverage, 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 premia 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 for which it is responsible pursuant hereto. 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 premia 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 hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverage's shall include but not be limited to the following:

- a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore];
- b) 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
- c) 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 stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

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 the 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 subcontract, 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 Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 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 unauthorised 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 inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

- 4.1.1 The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out such services.

4.2 Deployment of Personnel

The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-I 1) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this clause 4.3 it shall be deemed to have been approved by the Authority.

4.4 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. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Resident Principal Landscape Architect and Project Manager

The person designated as the Principal Landscape Architect of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

1.6 Sub-Consultants

Sub-Consultants listed in Annex-2 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Providing information and 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. ;
- b) Designate 'WG' (Working Group) with representatives, authorized to act on its behalf with respect to the project. This designated team shall interact with consultant on all matters.
- c) Provide assistance to the extent possible to consultant for obtaining NOC/statutory Approvals/ writing letters/attending meeting with statutory authority along with consultant etc.
- d) Issue to officials, agents and representatives of the Government all such requests as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e) Pay the statutory fee required for seeking approval from various statutory Authorities.
- f) Arrange for a Total station Survey , showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines and such lines to which the proposed service can be connected.
- g) Sharing of GIS data between the teams for mapping purposes
- h) Furnish reports on soil conditions and soil test as required by the Consultant.

It is, however, made clear that if the Consultant require any of the aforesaid acts to be performed by the DDA, it shall serve upon the DDA a notice in writing well in advance, and it shall always be lawful for the DDA to take reasonable time to consider any said request and thereafter to act as per the requirements.

5.2 Access to land and property

Site for the work is on 'As Is Where Is Basis'. , There shall be no restrain from DDA in accessing the Site and the 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 6.1.2, , 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 An abstract of the cost of Services payable to the Consultant is set forth in Annexure -3 of the agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, 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.):-

6.3 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-6 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 (six) months of the satisfactory completion of the entire work and after receipt of the 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 days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant, the deficiencies in the work. The Consultant shall there upon 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.

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 6.3 (d).

- d) 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**”), 5% (five per cent) 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 at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. 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-7 of this Agreement.
- 7.1.3 The performance security shall always be interest free and shall be maintained by the Consultant at its own expenses.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation/delay

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 0.2% (zero point two per cent) 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 GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

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

9. SETTLEMENT OF DISPUTES

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 Dispute resolution

If any dispute arises between the Parties hereto whether during the subsistence / execution of the work or after the completion thereof or at any time thereafter, in connection with the work executed/performed by the Consultant under this RFP, or regarding any question, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties shall be decided through the process of

Arbitration of the sole Arbitrator to be appointed by the Vice-Chairman, D.D.A. The Arbitrator so appointed by the Vice-Chairman, D.D.A. shall be a technical person having the knowledge and experience of the trade. Seat and place of the Arbitrator shall be Delhi/New Delhi and the Courts at Delhi shall alone have the exclusive jurisdiction.

It is also a term of this contract that the arbitration clause can be invoked only within 120 days of the date when D.D.A. sends an intimation to the Consultant that final bill is ready for payment and, thereafter, Consultant shall be deemed to have waived its right to invoke the arbitration clause and to request for appointment of Arbitrator.

It is also an admitted clause of the Agreement that the Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final) or amount for payment which has not been raised & submitted by the Consultant before the Principal Commissioner by serving a notice in writing of 30 days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be considered as a waiver of this clause and D.D.A. shall always be authorized to take any such objections even before the Arbitrator.

The party invoking the arbitration clause, shall alongwith the notice of invocation of arbitration clause, submit a list of all the dispute(s) with exact claims and the amount claimed under all the disputes and only the said disputes shall be referred to the Arbitrator. The Arbitrator shall not be authorized to entertain nor shall decide any such dispute, claim or amount which has not been raised/mentioned in the said list. However, he may entertain any counter-claims, raised by the opposite party.

Any decision or procedure finalized under the terms of this RFP/Agreement shall be final & binding and shall be beyond the jurisdiction of the Arbitrator.

The Arbitration proceedings shall be governed as per the provisions of Arbitration and Conciliation Act 1996 (as amended upto date).

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the
presence of:

1.

2.

Annex-1

Terms of Reference

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Personnel

(Refer Clause 4.2)

(Reproduce Schedule 2 of RFP)

Annex-3

Approved Sub-Consultant(s)

(Refer Clause 4.6)

(Reproduce as per Form-12 of Appendix-I)

Annex-4

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-5**Payment Schedule****INDICATIVE TIME AND PAYMENT SCHEDULE**

	Stage	Payment	Time Span
	Date of Agreement	Y Consultancy fee	X
Stage 1	Submission of Concept		X+2 weeks
	Acceptance of stage 1 deliverables	10% of Y	
Stage 2.	Schematic drawings and pre-tender stage document		X+(2+3)weeks
	Acceptance of stage 2 deliverables	30% of Y	
Stage 3.	detailed drawings and tender documents		X+(2+3+4) weeks
	Acceptance of stage 3 deliverables	30% of Y	
Stage 4.	construction		X+(2+3+4+6) weeks
	Acceptance of stage 4 deliverables	25% of Y	
	Completion of the Project	5% of Y	Actual

- The above does not include the time taken for granting approvals by DDA or any other statutory body if required. No compensation will be given to the consultant if the project gets extended due to acceptance of reports except as agreed by the Authority.
- Time of approximately two to three weeks shall be taken by the department to grant approvals for each deliverable.
- The Consultant shall whenever require to make presentations before competent authorities from time to time for securing approval from DDA.
- The cost of these presentations is deemed to have been included in the fee quoted by the consultants.
- The overall contract with the consultant shall be for 60 months after signing of the contract. The period involves the implementation of accepted design proposals and reports on the ground and submission of all deliverables.
- The consultant is required to submit up to five hard copies of proposal/drawings/report along with a soft copy of each stage.

Annex- 6

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

The Executive Engineer

Rohini Project Division No. 12

Delhi Development Authority

In consideration of Executive Engineer, Rohini Project Division No. 12 acting on behalf of 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 (hereinafter 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.

We, (hereinafter referred to as the “**Bank**”) at the request 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 is expected to be caused or suffered or would be caused to or suffered by the Authority by reason of Consultant’s any act, omission or commission, or because of Consultant having committed breach 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 from the Consultant. 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 there under 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.

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. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised 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.

Annex- 7

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 D.D.A.

Yours faithfully

Executive Engineer

INTEGRITY PACT

To

Executive Engineer

.....

.....

Sub: Submission of Bid for the work of

Dear Sir,

I/We acknowledge that D.D.A. 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 bid documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID 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 tender/bid 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 Article 1 of 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 tender/bid, D.D.A. shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of D.D.A.

INTEGRITY AGREEMENT

This Integrity Agreement is made on.....on this.....day of.....20.....

BETWEEN

Delhi Development Authority represented through Executive Engineer.....

(Name of Division)

D.D.A. (Hereinafter referred as the

(Address of Division)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

Through.....(Hereinafter referred to as the

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Bid (RFP No.....)(hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for.....

(Name of work)

Hereinafter referred to as the **“Contract”**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement(hereinafter referred to as **“Integrity Pact”** or **“Pact”**),the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, Demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender Process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender Process or the Contract Execution.
 - c) The Principal/owner shall endeavour to exclude from the Tender Process any person, whose conduct in the past has been biased nature.
- 2) If the Principal/Owner obtain information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor(including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or Corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) Contractor (S) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender Process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This

applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidders(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidders Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder (s) /Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) **The Bidder(s) /Contractor(s)** will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person. his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/ Owner's absolute right:

- 1) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and

duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.**

- 2) **Forfeiture of EMD / Performance Guarantee/ Security Deposit:** If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate /determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:** If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression:

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the Tender Process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender Process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, in its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors.

- 1 The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact .The Bidder/Contractor shall be responsible for any violation(s) of the principle laid down in this agreement/Pact by any of its Sub-contractor/sub-vendors.
- 2 The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- 3 The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article-6 - Duration of the Pact.

This Pact begins when both the parties have legally signed it. It expires for the Contactor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, DDA.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/ Owner, who has floated the tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or Interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contact documents with regard any of the provision covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

SCHEDULE-3

(See Clause 2.4.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.4 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) Potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and Contractors/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential Contractor/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) No consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger

companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I
Form-1
(See Clause 2.1.3)

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

Sub: Appointment a Landscape Design Consultant for Selection of Landscape Design Consultant for DDA Heritage Park (a) Burari: Green Area near Coronation Pillar (b) Nehru Place: Grand Relic Stupa at Aastha Kunj, Kalkaji.

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Landscape Design Consultant Selection of Landscape Design Consultant for DDA Heritage Park (a) Burari: Green Area near Coronation Pillar (b) Nehru Place: Grand Relic Stupa at Aastha Kunj, Kalkaji” The proposal is unconditional and unqualified.
2. 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.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have thoroughly examined the RFP alongwith all its annexures, terms & conditions of the Agreement and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We have visited the Site and found the same to be workable

- (c) I/We have completely and properly done the due-diligence required for satisfactory completion of the work and are satisfied that work can be completed by us & on our own within the stipulated period and even without any assistance of the DDA.
 - (d) I/We do not require any additional information from the Authority and before submitting the proposal have completely assessed the RFP, requirements of the work and the ways of executing the work in all respects.
 - (e) I/We submit that the work shall be done by us at our own risk & cost.
I/We have submitted the bid on our own and without any sort of force, allurement, inducement or pressure from any person or Authority.
 - (g) I/We do not have any Conflict of Interest in accordance with Clause 2.4 of the RFP Document; (h)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 defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (i) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the 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.
8. 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 Clause 2.9 of the RFP document.
 9. 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.
 10. 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 would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. 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.
 12. 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.
 13. 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 Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RFP document.
 15. 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.

16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. 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 Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. 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 authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I**Form-2****Particulars of the Applicant**

1.1	Title of Consultancy: LANDSCAPE DESIGN CONSULTANT
1.2	Title of Project: Landscape Design Consultant for Selection of Landscape Design Consultant for DDA Heritage Park (a) Burari:Green Area near Coronation Pillar(b) Nehru Place: Grand Relic Stupa at AsthaKunj, Kalkaji.
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:

	<p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>

1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>
-----	---

APPENDIX-I

Form-3

Statement of Legal Capacity

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

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Consultant:Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

APPENDIX-I

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 authorise 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 (hereinafter referred to as the “**Authorised 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 incidental to submission of our Proposal for and selection as the Consultant for Preparation of Feasibility Report for the Project, proposed to be developed by the (the “**Authority**”) 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 us in all matters before the Authority, 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 Authority.

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised 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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- iii. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5

Financial Capacity of the Applicant

Refer Clause 2.3.2 (B)

S. No.	Financial Year	Annual Revenue (Rs. in Crores)
1.	2018-19	
2.	2017-18	
3.	2016-17	

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

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.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I (Form-6)

APPENDIX-I

Form-7

Abstract of Eligible Assignments of the Applicant[§]

(Refer Clause 3.1.6)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Payment ^{\$\$} of professional fees received by the Applicant (in Rs. crore)
(1) [£]	(2)	(3)	(4)	(5)
1				
2				
3				
4				

[§] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

^{\$\$} Exchange rate for conversion of US \$ shall be as per Clause 1.8.1.

[£] The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-7 of Appendix-I.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised 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.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-8

Abstract of Eligible Assignments of Key Personnel^{\$}

(Refer Clause 3.1.6)

Name of Key Personnel:

Designation:

S.No	Name of Project ^{\$}	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							

^{\$} Use separate Form for each Key Personnel.

^{\$\$} The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-9

Eligible Assignments of Applicant (Refer Clause 3.1.6)

Notes:

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Length in km or other particulars	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in Rs. crore):	
8.	Payment received by the Applicant (in Rs. crore):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.8.1.

APPENDIX-I

Form-10

Eligible Assignments of Key Personnel

(Refer Clause 3.1.6)

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Length in km or other particulars	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by the Key Personnel (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated capital cost of the Project (in Rscore or US\$ million):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.8.1.

APPENDIX-I

Form-11

Curriculum Vitae (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

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

Certification:

I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

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

Notes:

- i. Use separate form for each Key Personnel
- ii. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
- iii. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-12

Proposal for Sub-Consultant(s)

1.Details of the Firm	
Firm's Name, Address and Telephone	
Name and Telephone no of the Contact Person	
Fields of Expertise	
No. of Years in business in the above Fields	
2. Service that are proposed to be sub contracted	
3.Person who will lead the Sub-Consultant Name: Designation: Telephone no: Email:	

4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no of client	Total value of Services Performed	Duration of Services	Date of Completion of Services
1. 2. 3.				

(Signature and name of the authorised signatory)

Note:

- The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Form-11 of Appendix-I
- Use separate form for each Sub-Consultant

APPENDIX-I

Form-13

Awards & Accreditations (if any), brochures, certificates, photos etc.

Signature- (Authorized representative)

Full Name

Firm's Name

APPENDIX-I

Form-14

Drawings Depicting Project Concept

APPENDIX-I

Form-15

Affidavit – Corrections of CV's and Experience

I, the undersigned, on behalf of _____ (name of the Consultant submitting the proposal), do hereby certify that the details furnished in this proposal including CV of key personnel and experience claimed by the firm/firms are true and correct to the best of my knowledge and belief.

Managing Director/Head of the
Firm/Authorized Representative of
the firm*

Address

*Lead Member in case of JV

APPENDIX-2

Form-1

FINANCIAL PROPOSAL

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Appointment of Consultant for Preparation of Feasibility Report for the
Project

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of
my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date
or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-2

Form-2

FINANCIAL PROPOSAL

Price Proposal for Independent Lighting Design Consultancy

Sr. No	Description	Fees in Figures in Rupees	Fees in Words in Rupees
A	Total lump sum fees for the Cost of Consultancy project as per Terms of References	Rs. _____ _____ Only	Rs. _____ _____ Only

Note:

1. The financial evaluation shall be based on the above Financial Proposal. The total in Item-A shall, therefore be the amount for purpose of evaluation.
2. The fees quoted above are inclusive of Good and service tax (GST), and other taxes, cess, leveis, sub charges etc. at the time of bid submission as applicable on the quoted fee.
3. The fees quoted above are inclusive of all expenses likely to be incurred in carrying out the assignment including procurement of any material, preparation of deliverables as detailed, site visits, out of pocket expenses for traveling, accommodation, subsistence, transportation and other miscellaneous expenses.
4. The breakup of cost under various heads of services is being furnished separately on the next page as per the prescribed format.

Signature
Authorized Representative

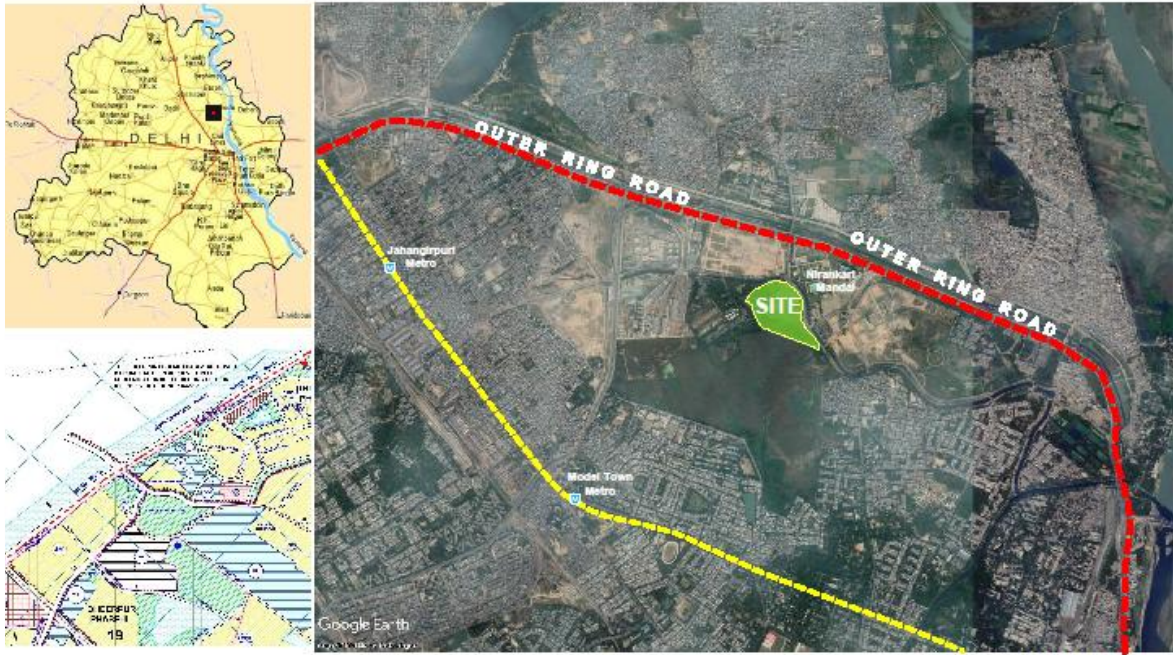
Annexure X

INFORMATION REGARDING

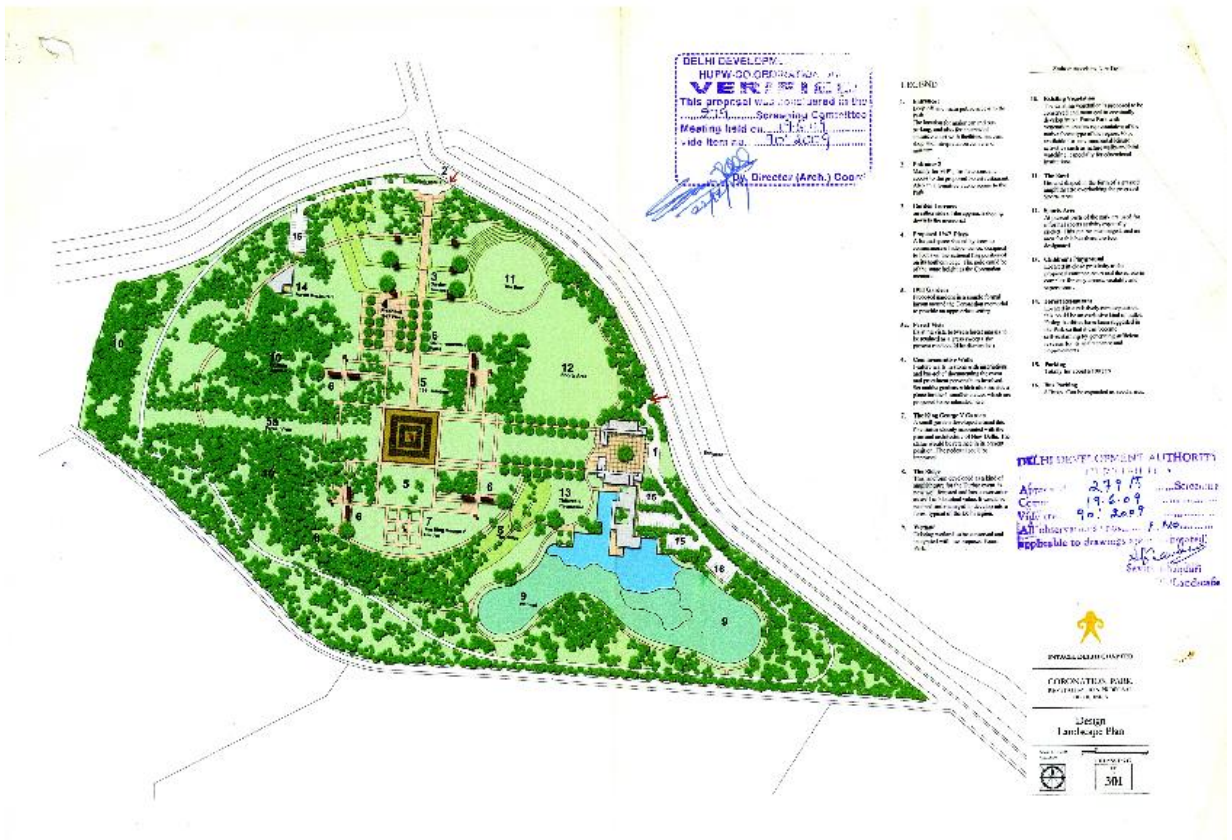
BURARI: GREEN AREA NEAR CORONATION PILLAR

1.0 PROJECT BACKGROUND

1. Coronation Park is a park located in Model Town on Shanti Swaroop Tyagi Marg, near Nirankari Sarovar. (Coordinates: 28°43'23"N 77°11'49"E)
2. The site area is 52.0 acres (approx.).
3. In 2009, as per orders of Hon'ble LG, INTACH was appointed as Consultants of the project, who prepared the landscape proposal for the Coronation Park which was approved by 279th SC on 16/06/2009. Accordingly detailed drawings were prepared by INTACH and work on site executed in accordance to drawings (photographs of developed site enclosed).
4. The park is sometimes referred to as the Coronation Memorial; it was the venue of the Delhi Durbar of 1877 when Queen Victoria was proclaimed the Empress of India. Later it was used to mark the accession of King Edward VII in 1903, and finally the Durbar commemorating the coronation of King George V as Emperor of India in 1911. Thus this site is the place wherein the British Monarchs proclaimed themselves as the Emperors/Empress of India, in-essence declaring the "Indian State and its Residents" as their "subjects". This site was the very ridge area, wherein the great Indian rebellion of 1857 was brutally crushed by the British Empire.
5. The idea of development and glorification of the Site / Coronation pillar, or developing it as a tourist circuit as if it could be a part of the Nations proud heritage, has received a number of dissents in numerous articles in the paper and otherwise expressing the sense of horror and terming it as a blatant celebration of the British Raj, an insult to blood of our Martyrs, celebration of slavery etc.
6. The site and its issues require to be sensitively addressed in view of the above site features / aspects.



CORONATION PARK- SITE LOCATION ▲ N









INFORMATION REGARDING

NEHRU PLACE SITE: GRAND RELIC STUPA AT ASTHA KUNJ, KALKAJI.

1.0 PROJECT BACKGROUND

1.1 As per Master Plan of Delhi 2021, 'Aastha Kunj' is a **District Park**, and is spread over an area of 68.3 hectare (155 Acres)

1.2 Site location:

- Aastha Kunj Park is surrounded by the busiest CBD Nehru Place, the three spiritual landmarks Lotus Temple, Isckon Temple and Kalkaji Temple and residential areas of East of Kailash and Kailash Colony . .
- The site is accessible from Lotus Temple road and Outer Ring road from Southern side, Lalalajpat Rai Marg on the Western side, Iskon Temple and Raja Dhir Sen Marg from Northern side and Captain Gaur Marg from the Eastern side.
- A small part of the site is separated by and approached from the Lotus Temple Road and Outer Ring Road .
- Aastha Kunj is easily approachable via various networks, the distance from airport is 37km, from New Delhi Railway station is 13.5km and from ISBT is 19.2km.

1.3 Topography :

The site has several contours along with natural rock outcrops, this results in different kinds of low lying areas and high viewpoints. The natural grading of the site makes the park very interesting / appealing. There are significant areas in the park which have a unique character because of rock outcrops and the site surroundings.

1.4 Existing Proposal :

AasthaKunj has been conceptualized as an urban landscape complementing the surrounding interface of the busiest CBD Nehru Place. Spiritual and Ecological Landscape aligning with the three spiritual landmarks Lotus Temple, Isckon Temple and Kalkaji temple and responding to the needs of the residential areas of East of Kailash and Kailash Colony .

- Topography: It has been developed in an integrated manner responding to the site topography thus preserving the water catchment areas, utilizing the existing slopes namely for the amphitheater .
- Entrance Plazas: Six pedestrian entrance plazas along with parking facilities had been developed on different interfaces leading to their respective zones having a unique developed and natural character.
- Urban Park :The interface towards the Nehru Place had been developed as an Urban Park with, sitting plazas ,interactive water cascade and fountains , seat walls, planters and tree groves along with a food court , the catchment areas had been retained for water harvesting . This being the central core of the park lead to the other active spaces of the park.
- Children's Park: Children's play area for toddlers and children, terrace gardens were proposed on the west side, nearing the residential neighborhood and approachable by pedestrian plaza on the west side.
- The Socio -Cultural Zone: The Open Air theatre is sitting on the existing slopes, with a serene background of Isckon Temple was developed.

- Lotus Plaza was developed as a gesture to complement the Lotus Temple and to get absorbed in the serenity and silence of the environs.
- Discourse Area The discourse area has been naturally segregated by the topography of the site with its natural rock outcrops thus creating a serene and natural backdrop.
- The Ecological Corridor with a nature walk connecting the Urban Park, Lotus Plaza and the area adjacent to Captain Gaur Marg culminates into an arboretum with a wealth of flora emphasizes nature's diversity, passive recreation, seasonal gardens and herbal gardens, senior citizen areas, fitness zones and other related facilities for the adjacent residential neighborhood of Kailash Colony.
- Festival Congregation Zone The area between Lotus Temple Road and Outer Ring Road had been developed as terraces sitting on the existing topography for encouraging and inviting the regular visitors within the park who visit the two spiritual retreats the Bahai Temple and Kalakaji temple and also to serve as an open space to capture the lively spirit during the festival time.

1.5 Development Control Norms(As Per MPD 2021),

Activities Permitted in District Park: Theme Park, Bio-diversity park, Recreational Club, National Memorial, Open-air food court, Children Park, Orchard, Plant Nursery, Area for water harvesting, Archeological Park, Specialized Park, Amusement Park, Children Traffic Park, Sports activity, Playground, Amenity structures. **As per Master Plan the site is earmarked as "District Park".**

Norms under Master Plan 2021 speaks of the following

Development controls for District Park:

FAR 7.5

Ground Coverage 5%

Max Ht 8m

Parking @3 ECS /100sqm

Restaurant

Area of the Plot: 0.8 Ha or 1% of The District park whichever is less

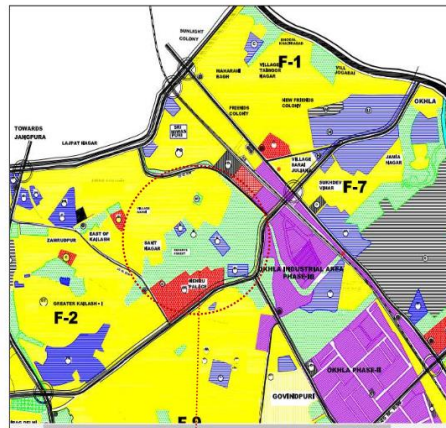
FAR: 5

Max height: 4m (single storied)

Note:

- 1) The development control norms for amusement parks shall be counted towards the remunerative component.
- 2) 5 to 10% of the multipurpose ground will be under the use of rain water harvesting / water body.
- 3) Restaurant
 - Area of the restaurant plot shall not be more than 0.8 Ha
 - The building shall be single storey with max FAR of 5 and height not more than 4m without any residential facility and to harmonize with the surroundings

ZONAL PLAN OF NEHRU PLACE

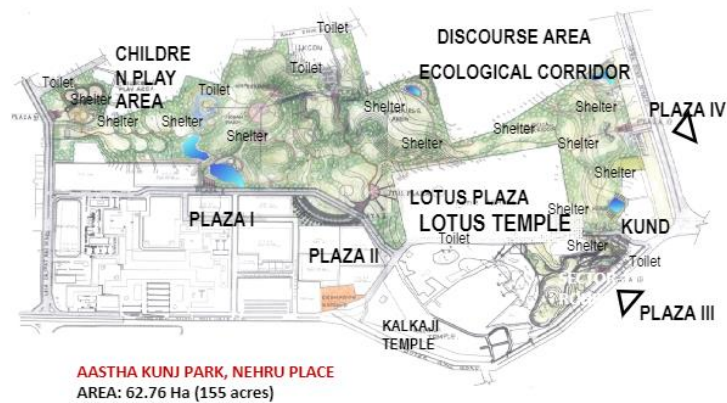


**AASTHA KUNJ PARK,
NEHRU PLACE**
AREA: 62.76Ha (155 acres)

LOCATION OF NEHRU PLACE, DELHI



AASTHA KUNJ PARK, NEHRU PLACE, :LAYOUT PLAN



AASTHA KUNJ PARK, NEHRU PLACE
AREA: 62.76 Ha (155 acres)



3.



4.



5.



6.

EXISTING INVENTORY

1. Total Area	155 acres
2. Lawn Area	25.0 hac
3. Path & Parking	2.862 hac
4. Lake Area	1.01 hac
5. Block plantation	16.18 hac
6. Children's park	0.42 hac
7. Recreational facilities	0.08 hac
8. Entrance Plaza's	0.62 hac

Amenities

- Kiosks
- Picnic Hut
- Restaurant
- Nursery/Seed Bed
- Light Poles
- Steel Benches
- R.C.C. Benches
- Dust Bin
- Children Equipment's
- Tube wells
- Toilets
- Site Office
- Shelter
- Sign Board