

DELHI DEVELOPMENT AUTHORITY



EXPRESSION OF INTEREST (EOI)

FOR

Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department DDA.

Website:

<https://dda.gov.in>

EOI No.: 01/EOI/EE/HCD-9/DDA/2025-26

This is to certify that this EOI contains Pages 1 to 139 (One to One Hundred Thirty Nine only)

AE(P)/HCD-9/DDA

EE/HCD-9/DDA

ADVERTISEMENT

DELHI DEVELOPMENT AUTHORITY

EOI for “Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department DDA.

Notice No.: **01/EOI/EE/HCD-9/DDA/2025-26**

Delhi Development Authority(DDA) intends to invite expressions of interest (EOI) for the “Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department DDA.”

Expression of Interest are invited from reputed Applicant(s) with necessary qualifications and capabilities for providing Ideas **on lines of the stipulations in EOI document**. The RFP shall be prepared on the basis of these ideas/concept note and shall be issued later to intending Applicant(s) who have already participated during the process of EOI and other Applicant(s) also, who fulfil the eligibility conditions of the RFP (Submission at the stage of ideas/concept note does not ensure shortlisting of the Applicants). Interested Applicant(s) may download EOI document from www.dda.gov.in or <http://eprocure.gov.in/eprocure/app> and submit their applications through e-tendering on <http://eprocure.gov.in/eprocure/app>. Pre-application meeting shall be held on 21.**05.2025** at 3:00 pm at the address specified in EOI document. The Applicant(s) are requested to submit their pre-EOI queries at least two days in advance from the scheduled date of pre- application meeting on the email ID mentioned in the EOI document.

Executive Engineer(HCD-9)

DISCLAIMER

The information contained in this **Expression of Interest (EOI)** document, subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Delhi Development Authority (DDA) or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement for selection or award of the project and is neither an offer nor an invitation by DDA to the prospective Applicant(s) or any other person. The purpose of this EOI is to invite expressions of interest in the form of ideas **on lines of the stipulations in EOI document** from qualified applicants for “**Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department DDA.**”

This EOI includes statements that reflect various assumptions and assessments arrived at by DDA in relation to the project. These assumptions, assessments, statements, and information may not contain all the necessary details or be entirely accurate, adequate, sufficient, or correct. Each Applicant should, therefore, conduct independent research and analysis, verify the accuracy, adequacy, correctness, reliability, and completeness of the information contained in this EOI, and seek independent advice from appropriate sources.

Information furnished in this EOI to the Applicant(s) covers a variety of subjects, some of which may require legal interpretation. The information provided should not be regarded as a comprehensive account of statutory requirements and should not be interpreted as an exhaustive or authoritative statement of law. DDA disclaims all liability and responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

DDA, its employees, and advisors make no representations or warranties and shall not be liable to anyone, including the Applicant(s), under any laws, statutes, rules, regulations, negligence, principles of compensation, unjust enrichment, or otherwise, for any loss, damages, cost, or expense that may arise from anything contained in this EOI or otherwise, including the EOI's accuracy, sufficiency, correctness, reliability, or completeness, as well as any assessment, assumption, statement, or information that is contained therein or deemed to form part of this EOI or arising in any way related to this process.

DDA reserves the right, at its sole discretion and without any obligation, to update, amend, or supplement any information, objective, assessment, or assumption contained in this EOI.

The issuance of this EOI does not obligate DDA to select an Applicant for the project, and DDA reserves the right to reject all or any of the proposals/concept notes/ideas and terminate the process at any time without assigning any reason.

The Applicant is responsible for all costs associated with or relating to their participation in this process, regardless of how it is conducted or its conclusion. DDA shall not make any payment to any Applicant for the preparation, submission, or presentation of ideas or concept notes.

Contents

ADVERTISEMENT	2
DISCLAIMER	3
1. INTRODUCTION AND DETAILS	5
1.1 Overview of DDA's Role in Greens.	5
1.2 Locations of Parks/Greens Under the Project.....	5
1.3 Project Details.....	5
2. INFORMATION AND INSTRUCTION TO APPLICANTS.....	8
3. IMPORTANT TIMELINE	10
4. REWARD	11
4.1. Criteria for Award of Position and Prize Money	11
4.2 Award of Position and Prize Money	12
5. SUBMISSION OF EOI.....	13
6. FORMATS FOR SUBMISSION OF EOI.....	15
Form-1: Checklist for EOI Submission.....	15
Form-2: Covering Letter	16
Form-3: Details of the Applicant(s).....	18
Form-4: Concept Note.....	19
Form-5: Financial Capacity of the Applicant.....	20
Form-6: Technical Capacity of the Applicant.....	21

1. INTRODUCTION AND DETAILS

1.1 Overview of DDA's Role in Greens.

The Delhi Development Authority (DDA) plays a pivotal role in the sustainable development and management of resources within the National Capital Territory (NCT) of Delhi. As part of its mandate, DDA is responsible for maintaining several green areas, including parks, which are vital to the city's ecological balance and the well-being of its residents. To ensure the upkeep of these green spaces, DDA has been actively exploring innovative and sustainable methods for water resource management. Recognizing the importance of efficient irrigation systems, DDA aims to address the irrigation water requirements of its parks by leveraging treated water sources. This includes either utilizing water from nearby Sewage Treatment Plants (STPs) or installing new STPs to meet irrigation needs, **tapping of raw sewage, analysing the efficacy of existing irrigation system and suggesting improvements/modifications, etc.** in a cost-effective and environmentally sustainable manner.

1.2 Locations of Parks/Greens Under the Project

The Delhi Development Authority (DDA), through its Horticulture Department (which has got two verticals of Horticulture Directorate and Horticulture Engineering), is responsible for the maintenance and upgradation of approximately 750 parks across various regions of the National Capital Territory of Delhi. The Horticulture Engineering Zone is focused on sustainable water management by utilizing treated water for irrigation in these parks which is in pursuit of the objective of making the parks / greens self-sufficient in water.

The Horticulture Engineering Zone is headed by Chief Engineer (Hort.); this zone is divided into 3 circles namely HCC-1, 2, 3 each headed by a Superintending Engineer. Each circle is further sub-divided into divisions i.e. HCD-1 to 4 under HCC-1, HCD-5 to 8 under HCC-2 and HCD-9 & 10 under HCC-3. The consultancy service solicited under this RFP is for parks under the jurisdiction of HCC-1 2& 3 i.e. under HCD-1 to 10.

1.3 Project Details

- a) The purpose of this EOI is to invite expressions of interest from qualified consultants who can provide innovative ideas and feasible solutions to optimize water usage for park maintenance. DDA seeks to collaborate with experienced entities capable of designing and implementing sustainable water management systems that align with its vision of creating self-sufficient green spaces. Through this process, DDA aims to explore viable options for enhancing water efficiency while minimizing costs, ensuring the long-term sustainability of its parks and greens. The EOI shall be outlined in the shape of ideas **on lines of the stipulations in EOI document.**
- b) This EOI is not an agreement for selection or award of the project and is neither an offer nor an invitation by DDA to the prospective Applicant(s) or any other person. The purpose of this EOI is to invite expressions of interest in the form of ideas **on lines of the stipulations in EOI document** from applicants for **"Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department DDA."**
- c) Objective of EOI is Preparation of Request for Proposal (RFP) Document For the Water Management Project of DDA: The Delhi Development Authority (DDA) has initiated an Expression of Interest (EOI) process to solicit innovative ideas and draft RFPs from

applicants, with the intent to award prize money to the selected applicant. The ideas and suggestions submitted by the first-prize winner (hereinafter referred to as "the Selected Applicant") shall form the basis for preparing a comprehensive Request for Proposal (RFP) document. The Selected Applicant agrees to develop the RFP in a manner that fulfills the objectives of the Water Management Project outlined below, ensuring it enables the DDA to engage a qualified consultant for the detailed planning, design, and implementation of the project.

Details of Objectives and Scope of the RFP to be Prepared by the Applicant: (objective and scope of RFP are not limited to the following)

The Applicant shall prepare the RFP document to achieve the following objectives:

1. Self-Sufficiency in Water for Parks and Greens

The RFP shall outline a framework for engaging a consultant to devise solutions that make DDA-managed parks and green spaces self-sufficient in water for irrigation purposes, reducing dependency on external water sources.

2. Assessment of Water Demand and Availability

The RFP shall require the consultant to conduct a detailed study to:

- Identify the current water demand for irrigation across all designated parks.
- Evaluate the availability of treated water from existing and potential sources.

3. Design of a Sustainable Treated Water Supply Network

The RFP shall mandate the consultant to design an efficient and sustainable network for supplying treated water to various parks, incorporating best practices in water distribution and management.

4. Plan for Raw Sewage Capture and Treatment

The RFP shall include provisions for the consultant to:

- Develop a comprehensive plan to capture raw sewage.
- Design Sewage Treatment Plants (STPs), including all technical aspects such as capacity, technology, and treatment processes.
- Ensure the supply of treated water from STPs for irrigation purposes across DDA parks.

5. Preparation of a Detailed Project Report (DPR)

The RFP shall require the consultant to deliver a complete Detailed Project Report (DPR), which must include:

- Comprehensive designs, drawings, and cost estimates for the entire project.
- Division-wise breakdown (HCD-1 to HCD-10) covering schedules, drawings, and special conditions of contract tailored to each division.
- All necessary documentation to facilitate project implementation.

6. Preparation of Tender Documents

The RFP shall task the consultant with preparing tender documents, structured division-wise (HCD-1 to HCD-10), to enable seamless procurement and execution of the project.

7. Advisory and Supervision Services

The RFP shall stipulate that the consultant provide:

- Advisory services during project implementation.
- Supervision and proof-checking of designs and works.
- Support during the defect liability period to ensure quality and sustainability of the implemented solutions.

d) Responsibilities of the Applicant

The Applicant agrees to:

- Incorporate the above objectives into a well-structured draft RFP document.
- Ensure the RFP is cost-efficient, innovative, and aligned with the goal of identifying optimal solutions for supplying irrigation water to DDA parks.
- Submit the draft RFP within the timeline specified in the EOI terms, adhering to the guidelines provided by DDA.
- Revise the draft RFP, if required, based on feedback from DDA to ensure it meets the authority's expectations for engaging a consultant.
- That the prize money shall be disbursed to the Selected Applicant only after submitting the revised RFP to the satisfaction of DDA.

e) Terms of Agreement

1. The Applicants who participated in EOI acknowledges that the draft RFP prepared pursuant to this agreement will be utilized by DDA to procure consultancy services for the **Water Management Project**.
2. The intellectual property rights of the ideas and draft RFP submitted by the Applicant shall vest with DDA upon submission, in consideration of the prize money awarded.
3. The Applicants shall not hold DDA liable for any modifications made to the draft RFP during its finalization or implementation.
4. The prize money awarded to the Applicant shall be deemed full and final compensation for the preparation of the draft RFP as per the terms of the EOI.

f) Acceptance

By participating in the EOI and submitting the draft RFP, the Applicant agrees to abide by the terms outlined herein and to fulfill the objectives of the Water Management Project as specified.

2. INFORMATION AND INSTRUCTION TO APPLICANTS

2.1 In this EOI stage, Applicants are required to submit documents as specified in clause 5.9 against the standard formats as provided.

EOI documents can only be downloaded free of cost from www.dda.org.in. Any queries pertaining to the project can be addressed to: For queries

Shri. Durga Prasad Chaini
Executive Engineer (HCD-9)
DDA office complex
Seed Bed Park, Shakarpur
Delhi-110092
Phone: +91-8800432562
Email: eehcd9dda@gmail.com

2.2 Prior to submission of EOI documents, DDA shall organize an “Applicant Summit”. The date and time will be as provided in Clause 3.

2.3 Applicants having any query regarding the EOI and the Project, can discuss the same in the Applicant Summit or can write to DDA, as per details provided in Clause 3. DDA reserves the right not to provide answers to any or all queries raised by Applicants.

2.4 The EOI can be submitted by any individual/ single entity/ proprietor/ company incorporated in India or the consortium or joint venture. Foreign Applicant interested in submission of EOI can be part of the consortium led by Applicant incorporated in India.

2.5 Any entity which has been blacklisted / barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application.

2.6 Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions and the prevalent guidelines as per the Delhi Master Plan, Hon’ble National Green Tribunal Judgment and any other relevant guidelines, and/or any other matter considered relevant by them.

2.7 Notwithstanding anything contained in this EOI, DDA reserves the right to accept or reject any Application and to annul the process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8 At any time prior to the deadline for submission of Application, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI by the issuance of Addendum.

2.9 The Application shall be in English language. Supporting documents and printed

literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

- 2.10 Applications should be submitted in hard copy inside a sealed envelope or via Email at: <eehcd9dda@gmail.com> before 15:00 hours IST on the Application Due Date, at the address provided in Clause 3 in the manner and form as detailed in this EOI.
- 2.11 DDA may, in its sole discretion, extend the Application Due Date by issuing an Addendum.
- 2.12 All the documents submitted by the applicants shall be the sole property of DDA and DDA shall reserve the right to completely use, amend/change the concept/ design/ drawings in any of its project(s).

3. IMPORATANT TIMELINE

Sl. No	Particulars	Date and Time(IST)	
1.	Date of issue/Downloading start date of EOI Documents	16.05.2025	
2.	Applicant Summit Meet and Address <i>(Hybrid format)</i>	21.05.2025	Chair: Chief Engineer(Horticulture), Venue: 05 th Floor, Conference Hall, Vikas Minar, ITO New Delhi 110002 Phone:011-23378225 The Meeting Link:-
3.	Last date of receipt of queries	22.05.2025	
4.	Response to queries	26.05.2025	
5.	Date, Time & Location of EOI Submission	28.05.2025	Address: Office of Shri. Durga Prasad Chaini, Executive Engineer(HCD-9) DDA Office Complex Horticulture Civil Division-9 Pin Code-110092 Phone:+91-8800432562 Email:<eehcd9dda@gmail.com>

4.REWARD

4.1. Criteria for Award of Position and Prize Money

There shall be total 1 selections out of all applications received based on following criteria.

S. No	Heads	Marks weightage
a	Idea and concept note: <ul style="list-style-type: none"> • Originality and Innovation-8 Marks • Feasibility-6 Marks • Alignment with Objectives-6 Marks 	20
b	Draft RFP <ul style="list-style-type: none"> • Comprehensiveness- 10 Marks • Clarity and Structure- 10 Marks • Technical Soundness- 10 Marks 	30
c	Financial capacity of the Applicant <ul style="list-style-type: none"> • Turnover 'X' X<50 lac – 2.5 Marks 50<X<2Cr- 5 Marks 2Cr<X- 10 Marks	10
d	Individual/company credential/ profile: <ul style="list-style-type: none"> • Qualifications- 5 Marks • Past Performance- 5 Marks 	10
e	Overall experience in the field(similar works) <ul style="list-style-type: none"> • Years of experience- 4 Marks • Project scale and complexities- 3 Marks • Water management Projects- 3 Marks 	10
f.	Experience in the field in Government sector (similar works)	10
g.	Any other criteria found innovative in the relevant field	10

Note :- **Definition of Similar Services** : Consultancy services for preparing Detailed Project Reports (DPRs) for projects related to the design of treated water/wastewater distribution networks OR irrigation systems OR water resources OR public health engineering for Central/State Government, PSUs, Nationalised Banks or reputed organisations.

4.2 Award of Position and Prize Money

S. No	Position	Prize Amount
a	1 st position	1.0 lacs INR

NOTE 1: The Delhi Development Authority (DDA) has initiated an Expression of Interest (EOI) process to solicit innovative ideas and draft Requests for Proposal (RFPs) from applicants, offering prize money to the selected applicant(s), with the first-prize winner (hereinafter referred to as "the Applicant") tasked with preparing a comprehensive RFP document based on their submission. To facilitate this process, DDA has made available a sample RFP at its disposal, shared within the EOI documentation, for reference by applicants participating in the EOI. This sample RFP is provided solely as a non-mandatory guideline to offer background insight into the purpose for which DDA is calling the EOI—namely, to explore cost-efficient and sustainable solutions for supplying irrigation water to its parks—and shall not constitute a binding format for the Applicant's draft RFP submission.

NOTE 2: The Applicant shall incorporate all suggestions and feedback provided by the Delhi Development Authority (DDA) into the draft Request for Proposal (RFP) prior to submitting the final RFP document. The prize money shall be disbursed to the Applicant only upon satisfactory inclusion of DDA's inputs and approval of the final RFP by DDA.

5. SUBMISSION OF EOI

- 5.0** EOI shall be submitted as per the check list given in this document.
- 5.1** Company/Organization Profile giving details of current activities, background
- 5.2** EOI shall be signed by authorized signatory on all the pages including all enclosures. The sealed hard copy of the same shall be submitted through courier/ post/ hand delivery at the address mentioned below.

Office of The Executive Engineer, HCD-9

Delhi Development Authority,

Delhi- 110092

MobileNo. +91-8800432562

- 5.3** Details of other major infrastructure projects of similar magnitude successfully implemented in the past 10 (Ten) years including period of implementation, cost and project features.
- 5.4** The financial standing of the firm shall also be submitted through mail address duly certified by the Statutory Auditor with Name & Membership No. of the Auditors.
- 5.5** Interested Applicant(s) are requested to download the EOI document from our website www.dda.gov.in or <http://eprocure.gov.in/eprocure/app>. Any subsequent clarifications, which may be issued by the authority, shall be made available on the above website.
- 5.6** EOI shall be received on or before and submissions beyond the specified time shall neither be received nor entertained.
- 5.7** EOI applications shall be opened on **30/05/2025**. Applicant(s) or their Authorized Representative will be permitted to be present at the time of opening of EOIs. The firms are expected to make a presentation to 'DDA', if required by DDA.
- 5.8** The Application shall include the following requisite documents as specified in Forms No. 1 to 6.

Form1: Check list for EOI Submission

Form 2: Covering Letter

Form3: Details of the Applicant(s)

Form4: Concept note- IDEAS

Form 5: Financial Capacity of the Applicant(s)

Form6:Technical Capacity of the Applicant(s)

Form 7: PROPOSED RFP

5.9 Submission of Application

- The duly filled application forms along with required/supporting documents as per the EOI document, signed and stamped by the Authorized Signatory shall be submitted.
- The Application shall be in A4 size and must be submitted in hard copy as a spiral/ hard bound document along with a hard copy, a soft copy in PDF format shall also be submitted.
- The Application shall be submitted in a sealed envelope indicating the name, address, and contact phone number of the Applicant(s).

- The sealed envelope shall clearly bear the following identification,:- Expression of interest (EOI) for Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department DDA.

5.10 Right to Accept / Reject an EOI

- The Authority reserves the right to reject any or all EOI applications without assigning any reason and the same shall be at the entire discretion of the Authority. The Authority's decision in this respect shall be final and binding.
 - The Authority reserves the right to change / modify any or all the provisions of this EOI.
 - The Authority may cancel the EOI at any stage without assigning any reasons whatsoever and will not be liable to compensate any participant on any grounds whatsoever.
 - The documents to be prepared as per EOI instructions, otherwise the Authority has the right to reject the application.
 - The participant shall not be entitled to refund of the cost of documents or other costs in case the EOI is cancelled for whatsoever reason or without assigning any reason, at any stage.
- b) It is the responsibility of the interested Applicant(s) to ensure that their EOI is delivered at specified address by the deadline. DDA shall not be held responsible for any delay in delivery or lost in transit cases. The online submission and physical submission (deadline same date and time) to be carried out together/ parallel manner to avoid any delays in both the submission. Late online / physical submissions will not be accepted and DDA reserves the right to reject such submissions.

Communication:

Office of The Executive Engineer,
Delhi Development Authority,
Delhi- 1100092

6. FORMATS FOR SUBMISSION OF EOI

Form-1: Checklist for EOI Submission

Date:

Sr. No.	Enclosures to the EOI	Status of Submission (Yes/ No)	Remarks
1	Signed EOI Document/s		
2	Covering Letter (Form-2)		
3	Details of The Applicant (Form-3)		
4	Concept Note (Form-4)		
5	Financial Capacity of the Applicant(s) (Form-5)		
6	Technical Capacity of the Applicant(s) (Form-6)		

Yours faithfully,

(Signature of the Authorized Signatory)

Name**Designation****Seal of the Applicant(s)**

Form-2: Covering Letter

(On Applicant's letter head)

To

Date:

Office of The Executive Engineer,
Horticulture Civil Division- 9

Delhi Development Authority,

Delhi-110092

Subject : Expression of interest (EOI) for Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department DDA.

With reference to your EOI Document dated..... , I/We, having examined all relevant documents and understood their contents, here by submit our proposal of ideas/concept note for the subject project. The EOI is unconditional and unqualified.

1. I/ We acknowledge that the DDA will be relying on the information provided in the EOI and the documents accompanying the EOI, and we certify that all information provided in the EOI and in the Appendices are true and correct nothing has been omitted which renders such information misleading; and all documents accompanying such EOI are true copies of their respective originals.
2. I/ We shall make available to the DDA any additional information it may necessary or require for supplementing or authenticating the EOI.
3. I/ We acknowledge the right of the DDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/ We certify that in the last seven years, we 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(s), 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.
5. I/ We declare that:
 - a. We have examined and have no reservations to the EOI Document, including any amendment issued by DDA.
 - b. I/ We do not have any conflict of interest as mentioned in the EOI Document.
 - c. 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 in respect of any tender or 'Request for Proposal' issued by, or any agreement entered with the DDA or any other public sector enterprise or any government, Central or State; and
3. I/ We hereby certify that we have taken steps to ensure that in conformity with the

provisions of this EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice. I/We understand that you are neither bound to accept any EOI that you may receive nor to select the “Applicant”, without incurring any liability to the Applicant(s) in accordance with the EOI document.

4. 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 DDA which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

5. 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.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DDA (and/ or the Government of India) in connection with the selection of “Applicant” or in connection with the selection process itself in respect of the above-mentioned Project.

7. I/ We agree and understand that the EOI is subject to the provisions of the EOI document. In no case shall / we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our EOI is not opened or rejected.

8. I/ We have studied EOI and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the DDA or in respect of any matter arising out of or concerning or relating to the Selection Process.

9. I /We agree and undertake to abide by all the terms and conditions of the EOI Document. In witness thereof, I /we submit this EOI under and in accordance with the terms of the EOI Document.

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal of the Applicant(s)

Form-3: Details of the Applicant(s)

Sr.no.	Particulars	
1.	Name of Firm / Company	
2.	Type of Firm (Private Limited/Public Limited company/LLP/Partnership) (Please Provide Documentary Proof)	
3.	Country of registered office of the Applicant(s)	
4.	Address of registered office of the Applicant(s)	
5.	Address of corporate headquarters	
6.	Date of Incorporation of the Applicant (Please provide copy of 'Incorporation Certificate')	
7.	PAN Number (Please provide copy of PAN Regn. Certificate)	
8.	GST Registration Number (Please provide copy of GST Regn. Certificate)	
9.	No. of years of operations	
10.	Associate firms, if applicable	
11.	Authorized signatory name	
12.	Authorized signatory designation	
13.	Authorized signatory contact details (email And phone number)	
14.	Has the Applicant been blacklisted by any government agencies in the last five years From the date of EOI submission (Yes/No)	

Yours faithfully,
(Signature of the Authorized Signatory)

Name

Designation

Seal of the Applicant(s)

Form-4: Concept Note

The Applicant is also required to submit a ideas/concept note regarding their understanding, vision, and capabilities in as per the objectives of EOI. The Applicant may cover the following aspects in the ideas/concept note:

1. Vision and ideas/concept note details Proposals
2. Financial & Technical Capability and experience of similar activities in alignment of the indicated vision.
3. Brochures/materials which showcase your capability & experience till date for similar activities.

The ideas/concept note is to be prepared in good faith, post understanding the EOI document and requirements of DDA.

Yours faithfully,
(Signature of the Authorized Signatory)
Name
Designation
Seal of the Applicant(s)

Form-5: Financial Capacity of the Applicant

Financial Years	Turnover of the Applicant (Amount in INR)
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	

Net-worth of the Applicant	(Amount in INR)
As on 31 st March 2025	

Note: The Applicant shall submit the ‘Turnover Statements’ for the last five financial years, certified by the Auditor and ‘Net-worth Statement’ as per their latest Audited Balance Sheet, Certified by the Auditor.

Yours faithfully,
(Signature of the Authorized Signatory)

Name

Designation

Seal of the Applicant(s)

Form-6: Technical Capacity of the Applicant

Experience in relevant eligible projects:

Sr. No.	Name of Project	Project Location	Project Cost	Project Area(in Sqm.)	Year of Completion	Documents enclosed as proof of experience
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Note: The claimed experience should be supported by project completion certificates issued by the concerned authorities/ clients towards documentary evidence. Only completed projects will be considered for evaluation.

Yours faithfully,
(Signature of the Authorized Signatory)

Name

Designation

Seal of the Applicant(s)



दिल्ली विकास प्राधिकरण

DELHI DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL (RFP)

Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department DDA.

{Through Quality Cost Based Selection (QCBS) Method}

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 therefor.

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
Authorized 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
Consortium	Association of several business companies
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 2.3.2
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Firm	A firm is a commercial enterprise, a company that buys and sells products and/or services to consumers with the aim of making a profit. ... A business entity such as a corporation, limited liability company, public limited company, sole proprietorship, or partnership that has products or services for sale is a firm
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	Lead Member of the Bidding Consortium” or “Lead Member” means only one Lead Member, having the controlling shareholding of not less than 51% in the Bidding Consortium and the project company set up by the successful bidding consortium and cannot be changed till the end of one (1) year from the Commercial Operation Date (COD) of the Project
LOA	Letter of Award
Member	As defined in Clause 2.4.3 (G)
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 1.9
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer

Selected Applicant	As defined in Clause 1.7
Selection Process	As defined in Clause 1.7
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.

DRAFT

LIST OF CONTENTS

<i>S.No.</i>	<i>Contents</i>	<i>Page No.</i>
	DISCLAIMER	1
	GLOSSARY	2
	LIST OF CONTENTS	4
	ADVERTISEMENT	6
1.	INTRODUCTION TO THE PROJECT	
1.	Project Background.....	7
2.	Request for Proposal.....	7
3.	Due Diligence by Applicants.....	7
4.	Availability of RFP Document.....	8
5.	Bid Submission.....	9
6.	Validity of the Proposal.....	9
7.	Brief description of the Selection Process.....	9
8.	Currency conversion rate and payment.....	9
9.	Schedule of Selection Process.....	10
10.	Pre-Proposal visit to the Site and Inspection of Area.....	10
11.	Pre-Bid Meeting.....	10
12.	Communications.....	11
2.	INSTRUCTIONS TO APPLICANTS	
	A GENERAL	
2.1.	Scope of Proposal.....	12
2.2.	Key Personnel.....	13
2.3.	Conditions of Eligibility of Applicants.....	13
2.4.	Conflict of interest.....	18
2.5.	Number of proposals.....	20
2.6.	Cost of proposals.....	20
2.7.	Site visit and Verifications of Information.....	20
2.8.	Acknowledgement by Applicant.....	20
2.9.	Right to reject any or all Proposals.....	21
	B DOCUMENTS	
2.10.	Contents of the RFP.....	21
2.11.	Clarifications.....	22
2.12.	Amendment of RFP.....	22
	C PREPERATION AND SUBMISSION OF PROPOSAL	
2.13.	Language	23
2.14.	Format and signing of proposal.....	23
2.15.	Technical Proposal.....	24
2.16.	Financial Proposal.....	25
2.17.	Submission of proposal	26
2.18.	Proposal Due Date.....	29
2.19.	Late Proposals.....	29
2.20.	Modification/ substitution/ withdrawal of Proposals.....	30
2.21.	Bid Security Deposit.....	30
2.22.	Performance Guarantee	31
2.22A	Security Deposit	32
	D EVALUATION PROCESS	
2.23.	Evaluation Process.....	33
2.24.	Confidentiality	34
2.25.	Clarifications required from the Consultant.....	34
	E APPOINTMENT OF CONSULTANT	
2.26.	Negotiations.....	35

2.27.Substitution of Key Personnel.....	35
2.28.Indemnity.....	35
2.29.Award of Consultancy.....	35
2.30.Execution of Agreement.....	36
2.31.Commencement of Assignment.....	36
2.32.Proprietary Data.....	36
2.33.Resolution of dispute.....	36
2.34.Liquidated Damages for delay.....	37
2.35.Pre-Proposal Conference.....	37
3. CRITERIA FOR EVALUATION	
1. Evaluation of Bids.....	38
4. FRAUD AND CORRUPT PRACTICES	43
5. MISCELLANEOUS	45
SCHEDULES	46
<u>SCHEDULE 1</u> Terms of Reference	47 to 61
<u>SCHEDULE 2</u>Form of Agreement.....	62 to 82
Annex-1 Terms of Reference.....	83
Annex-2 Deployment of Personnel	84
Annex-3 Cost of Services.....	85
Annex-4 Payment Schedule.....	86
Annex-5 Bank Guarantee for Performance Guarantee.....	87
Annex-6 Integrity Pact	91
<u>SCHEDULE 3</u>	96
APPENDICES	
1. <u>Appendix 1: TECHNICAL PROPOSAL</u>	<i>Page no.</i>
Form-1 Letter of Proposal.....	99
Form-2 Particulars of the Applicant.....	102
Form-3 Statement of Legal Capacity.....	104
Form-4 Power of Attorney.....	105
Form-5 Financial Capacity of the Applicant.....	106
Form-6 Eligible Assignments of the Applicant	108
Form-7 Abstract of Key Personnel	109
Form-8 Curriculum Vitae (CV) of Key Personnel.....	110
Form-9 Affidavit- Corrections of CV's and experience.....	111
Form-10 Affidavit- Eligible Similar Assignment(s).....	112
<u>Appendix 2: FINANCIAL PROPOSAL</u>	
Form-1 Covering Letter.....	114
Form-2 Financial Proposal / Bid Consultancy.....	115
Annexure-X	
<i>List of Parks</i>	117

Advertisement

DELHI DEVELOPMENT AUTHORITY

Proposals are hereby invited from **eligible applicants** through e-tender (online bid submission) for 'Preparation of Management Plan for rejuvenation/ restoration of lakes/ water bodies including landscaping around water bodies under the jurisdiction of Horticulture Department, Delhi Development Authority (DDA) at various locations in NCT of Delhi'.

- The RFP document is available free of cost at at CPP Portal of NIC at URL <http://eprocure.gov.in/eprocure/app>. Before submitting the proposal, the applicants shall mandatorily register themselves, on the CPP Portal.

RFP No. & Date - ******* (to be filled by EE)

Bid Security/EMD - **INR 10,00,000/-**
(Rupees **Ten** Lakh only)

MSEs are exempted from deposition of Bid Security

E-Tendering processing fee/ charges (annual) - **Rs.20,000/- +GST**

Time of Completion of Consultancy Work - **120 days + Time period for execution of work and defect liability period.**

The Tender/RFP document is available at at CPP portal of NIC at URL <https://eprocure.gov.in/eprocure/app>

Schedule of bid process:

S. No.	Information	Dates/Details
1	Release of RFP	
2	Last date of submission of written queries for clarification	
3	Pre-Proposal meeting	
4	Release of response to clarifications	
5	Last date of submission of RFP / Proposal Due Date (PDD)	
6	Opening of Technical Bids	
7	Place, Time & date of Opening of Financial Bid	To be informed after Technical Evaluation

8	Addressee and address at which proposal in response to RFP notice is to be submitted	
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For any clarification may contact at Ph.

1. INTRODUCTION TO THE PROJECT

1.1 Project Background

1.1.1 Delhi Development Authority (the “Authority”) proposes to undertake the preparation of a Management Plan and Feasible Network Design to ensure the supply of treated water to these parks/greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA. List of parks enclosed as Annexure-X. The details of consultancy services expected are placed at **Schedule-1 Terms of Reference** including Project Overview, Objectives, Scope Of Work, Stages and Payment Schedule.

1.1.2 The main objectives of the consultancy service are to prepare :-

- Identify the current water demand and the availability of treated water.
- Design a sustainable network for supplying treated water to various parks.
- Develop a plan to capture raw sewage, treat it via STPs (including all aspects of design), and supply treated water for irrigation.
- Prepare a complete Detailed Project Report (DPR) that includes all designs, drawings, estimates, and tender documents required for implementation.
- Preparation of tender documents (Division wise).
- Advisory, supervision, proof checking, during the implementation and in defect liability period.

1.1.3 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 consultant. The consultant shall prepare the Detailed Project Report in accordance with the Terms of Reference (TOR).

1.2. Request for Proposals

The Authority invites proposals for selection of Consultant, **for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi.** The 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 are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the sites, sending written queries to the Authority, and attending a Pre-Proposal meeting on the date and time specified in Clause 1.11 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 <https://eprocure.gov.in/eprocure/app> free of cost. Kindly see procedure under e-tendering.

- 1.4.1 Intending agencies/bidders, who wish to participate in the bidding process, need to register themselves on the e-tendering Website <https://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 on 24x7 Help Desk - 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 not registered with DDA are required to deposit e- registration fee of **Rs. 20,000/- (+) GST** (as applicable) to **CRB/DDA**. The fee for the CRB registration shall be deposited in the account of **CRB/DDA** and not in the account of **Sr. AO/DDA**. The **account details of CRB/DDA** is as under:

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

- 1.4.3 In addition to this, **Bid Security of ₹10,00,000/-(Rupees Ten Lakh only only)** shall have to be deposited as under :-

Bid Security shall be deposited through RTGS/NEFT in the account of Senior A.O./CAU/_____ having Account No._____ with _____ Bank, _____ branch (IFSC code RTGS/NEFT IFSCCode _____).

OR

Declaration in case of MSE Bidders as per Clause 2.21.5

1.5. Bid Submission:

The bid shall be uploaded in Two parts:-

Part “A”

- i) Scanned copy of the unique transaction references of RTGS/NEFT against CRB **e-registration fee** as mentioned in section 1.4.2
- ii) Scanned copy of unique transaction references of RTGS/NEFT against **Bid Security** as mentioned in section 1.4.3
- iii) Scanned copy of **GST Registration, ESI, EPF, PAN**
- iv) Eligibility documents in the specified format as per RFP.

Part “B”

Containing Financial Bid to be submitted **online** only

NOTE: Hard Copies of documents related to **Part “A”** shall also be submitted to Executive Engineer (HCD- _____), Delhi Development Authority, Address: _____, _____, Delhi 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. The bid containing Part ‘A’ will be opened first. The eligibility of the bidder is evaluated as per terms and conditions of RFP and bidders are qualified / disqualified by the competent authority. **Financial bids of qualified bidders are then opened at notified time, date and place in presence of bidders or their representatives.** The lowest bidder shall be considered as “**selected Applicant**”.

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**
- 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:

No.	Event Description	Date
1.	Release of RFP	(to be filled by EE)
2	Last date of submission of written queries for clarifications	(to be filled by EE)
3	Pre-Proposal (Pre-Bid) Meeting at Office of CE(Hort), 16th Floor, Vikas Minar, New Delhi-110002
4.	Authority response to queries	(to be filled by EE)
5.	Last Date & Time of submission of RFP / Proposal Due Date (PDD)	(to be filled by EE)
6.	Date & Time of Opening of Technical Bid	(to be filled by EE)
7	Presentation at Office of CE(Hort), 16th Floor, Vikas Minar, New Delhi-110002
8	Date and time of opening of Financial Bid	To be informed separately after evaluation of Technical proposal
9	Letter of acceptance (LOA)	After opening of Financial Bid.
10	Deposition of Performance Guarantee (PG)/Security	Within 15 days of issue LOA
11	Signing of Contract Agreement	Within 10 days of deposition of PG
12	Validity of Bids	120 days from Proposal Due Date (PDD)

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

Site Visit: The consultants must familiarize themselves with local conditions and is advised to visit and examine the site and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Proposal and quoting rates. The costs of any such visits shall be entirely at the Tenderer's own expense.

1.11 Pre-bid Meeting

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

Date: ***** (to be filled by EE)

Time: *****hrs. (to be filled by EE)

Venue:

O/o Chief Engineer Horticulture

DELHI DEVELOPMENT AUTHORITY

16th Floor Vikas Minar New Delhi

12. Communications:

12.1. All communications including the submission of proposal should be Addressed to:

Executive Engineer (HCD- ____)

Delhi Development Authority

_____, _____, _____, Delhi

Phone: +91 011-_____

Email: _____

12.2. The Bid document/RFP consisting of eligibility criteria, scope of work, and other details to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen/downloaded from website <http://eprocure.gov.in/eprocure/app> (CPP Portal) or www.dda.org.in free of cost. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

QUERIES CONCERNING RFP FOR “Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.”

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.

In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may 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.

In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partner).

The Applicant whether a sole applicant or joint venture may include an Associate company also.

However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

Any entity which has been barred by DDA and the bar subsists as on the date of application, would not be eligible to submit the bid, either individually or as a member of a Joint Venture. 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 /Eligibility proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.**

Financial proposal are to be submitted separately. Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.

Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.2 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) specified in Clause 2.3.2 (d).

Other than the Key Personnel mentioned, other expert(s)/ staff shall be engaged by the Consultant as may be required for carrying out the activities and discharging its duties successfully, as per the Scope of Work as per direction of the Authority.

2.3 Conditions of Eligibility of Applicants

2.3.1 Applicants must carefully read 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 under QCBS system.**

2.3.2 **To be eligible for evaluation of its Proposal as per QCBS , the Applicant shall fulfil the following:**

a) **Technical Eligibility (Refer: Form-6 Appendix- I) :**

The consultant must have successfully completed at least 3 (three) similar consultancy services in the past 7 years (i.e. the current FY and last 7 FYs).

Definition of Similar Services: Consultancy services for preparing Detailed Project Reports (DPRs) for projects related to the design of treated water/wastewater distribution networks OR irrigation systems OR water resources OR public health engineering for Central/State Government, PSUs, Nationalised Banks, or reputed organisations costing not less than **INR 4 Crore**

At least 1 of these projects must have been executed for a public sector entity or government organisation.

The consultant must provide experience certificate of client in support of above mentioned eligible assignments which shall be uploaded along the bids.

NOTE:

(1.)The sole applicant shall fulfill all the requirements given above. 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. 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.

(2.) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of tenders.

(3.) In case of work experience of private client (reputed organisation) the experience

certificates shall be supported by TDS certificates.?

(4.) In case of work experience of private client (reputed organisation) any additional necessary proofs w.r.t. eligible assignments like GST payment, bank transaction, TDS certificate etc. can be asked by the authority and shall have to be mandatory provided by the applicant.

b) Financial Eligibility (Refer: Form-5 Appendix-I) :

- i. The applicant shall have **Average Annual turnover on consultancy services** of **Rs 2.5 crore** or more during immediate last three (03) consecutive financial years. Applicant/Bidder having average annual turnover less than **Rs 2.5 crore** as mentioned here in above shall not be evaluated. { **The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum** }
- ii. The bidder should not have incurred any **loss (profit after tax should be positive) in more than one year during available last three** consecutive balance sheets, duly certified and audited by the Chartered Accountant.
- iii. The bidder shall submit Certificate of Financial Turnover as per audited balance sheet of immediate last three (03) consecutive financial years duly certified by **Statutory Auditor**. 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. Further details if required may be asked from the bidder after opening of technical bid. ~~There is no need to submit voluminous balance sheet.~~
- iv. ~~Bankers Certificate Or ante worth Certificate >????~~

c) **Availability of Key Personnel:** The Applicant shall offer and make **available/engage** 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:

1. Project Manager

- **Designation:** Project Manager
- **Qualifications:**
 - Bachelor's degree in Civil Engineering, Environmental Engineering, or a related field.
 - A Master's degree in Project Management, Civil Engineering, or a related field would be an added advantage.
- **Experience:**
 - Minimum **15 years** (including 5 years as lead) of experience in managing large-scale **projects & (or) consultancy service related to design of treated water/waste water distribution networks OR irrigation systems OR water resources related consultancy OR public Health Engineering related** projects design and implementation.

- Must have led at least **similar 3 projects & (or) consultancy service as mentioned above.** (*Note: Please refer definition of similar service*)
- **Responsibilities:**
 - Oversee the entire project from planning to execution.
 - Coordinate with key personnel and stakeholders.
 - Ensure adherence to project timelines, budget, and quality standards.

2. Water Infrastructure Specialist

- **Designation:** Water Infrastructure Specialist
- **Qualifications:**
 - Bachelor's degree in Civil Engineering or Hydraulic Engineering.
 - A Master's degree in Water Resource Management, Hydrology, or Hydraulic Engineering is preferred.
- **Experience:**
 - Minimum **8 years** of experience in designing and managing/ operating water distribution systems, irrigation networks, and hydraulic infrastructure.
 - Must have experience of at least **3 similar projects/consultancies.** (*Note: Please refer definition of similar service*)
 - Specific experience with treated water distribution systems and integration with STP infrastructure.
 - Expertise in using hydraulic modeling software such as **EPANET, WaterGEMS, SWMM (Storm Water Management Model), SewerGEMS** or equivalent.
- **Responsibilities:**
 - Design treated water distribution networks, pipeline layouts, pump stations, reservoirs, and related infrastructure.
 - Provide technical inputs for the hydraulic modeling and water resource management for the parks.

3. Sewage Treatment Plant (STP) Design Expert

- **Designation:** STP Design Expert
- **Qualifications:**
 - Bachelor's degree in Environmental Engineering, Civil Engineering, or a related field.
 - A Master's degree in Environmental Engineering, Water Resource Engineering, or equivalent is preferred.
- **Experience:**
 - Minimum **8 years** of experience in designing and implementing sewage treatment plants.
 - Proficiency in STP technologies such as **Membrane Bioreactors (MBR), Sequencing Batch Reactors (SBR), or Activated Sludge Process (ASP), etc.**
 - Must have experience of at least **3 similar projects/consultancies** (*Note: Please refer definition of similar service*).

- Experience in handling projects related to treated water reuse and STP integration for irrigation systems.
- **Responsibilities:**
 - Design and oversee the implementation of STPs to treat sewage for irrigation purposes.
 - Ensure compliance with environmental and regulatory standards

4. Environmental Impact Assessment (EIA) Specialist

- **Designation:** Environmental Specialist
- **Qualifications:**
 - Bachelor's degree in Environmental Science, Environmental Engineering, or related fields.
 - A Master's degree in Environmental Planning, Environmental Engineering, or Sustainability Studies is desirable.
- **Experience:**
 - Minimum **8 years** of experience in conducting **Environmental Impact Assessments (EIA)**.
 - Must have experience of atleast **3 similar projects/consultancies** (*Note: Please refer definition of similar service*).
 - Familiarity with **Environmental Impact Assessment Notification 2006** and upto date amendments to it and other relevant environmental laws and regulations in India.
- **Responsibilities:**
 - Conduct environmental assessments to ensure the project meets regulatory and sustainability standards.
 - Provide recommendations for mitigating any negative environmental impacts during construction and operation phases.

5. GIS Specialist

- **Designation:** GIS Specialist
- **Qualifications:**
 - Bachelor's/ Masters degree (or higher) in Geographical Information Systems (GIS), Remote Sensing, or related fields.
- **Experience:**
 - Minimum **5 years** of experience in GIS mapping, analysis, and visualization for infrastructure projects.
 - Experience in using GIS tools for route optimization and network design.
- **Responsibilities:**
 - Develop GIS-based maps for water distribution networks and STP locations.
 - Provide data analysis to aid in route optimization and pipeline installation planning.

6. Other Support Personnel

- **Designation:** Support Staff (as needed for project execution) { **NOTE: At least 2 Nos. Supporting Staff required for eligibility. }**
- **Qualifications:**
 - Technical staff with Bachelor's degrees in Civil Engineering, Mechanical Engineering, or Environmental Engineering.
 - Experience in drafting, survey, and monitoring roles for infrastructure projects.
- **Experience:**
 - Minimum **3 years** of experience in support roles for infrastructure projects.
- **Responsibilities:**
 - Assist key personnel in various project execution tasks, including surveying, drafting, and construction monitoring.

Summary of Key Personnel Requirements:

1. **Project Manager:** Minimum 10 years' experience, Bachelor's/Master's degree in Civil or Environmental Engineering.
2. **Water Infrastructure Specialist:** Minimum 8 years' experience, expertise in hydraulic modeling and water systems.
3. **STP Design Expert:** Minimum 8 years' experience, expertise in modern sewage treatment technologies.
4. **Environmental Specialist:** Minimum 8 years' experience in environmental assessments and regulatory compliance.
5. **GIS Specialist:** Minimum 5 years' experience in GIS for infrastructure projects.
6. **Support Personnel:** 3 years of experience, assisting in technical and survey tasks. { **NOTE: At least 2 Nos. Supporting Staff required for eligibility. }**

Note: 1. CVs of all key personnel must be submitted, highlighting their qualifications and relevant experience.

2. All Key Personnel whose CVs have been submitted for eligibility and Scoring should be present during the Presentation.

2.3.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues during each of the **3 (three) consecutive financial years preceding the PDD. 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, or by any subsisting

court order / judgment the case may be, from 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 do 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 2.4.3(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 2.4.4; 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

A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant or in association with any other consultant. However, alternative proposals i.e. one as sole or in JV with another consultant and another in association / JV with any other consultant will be summarily rejected. In such cases, all the involved proposals shall be rejected.

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 encouraged to submit their respective Proposals 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.

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 including but not limited to fraud, non-disclosure of conflict of interest etc. 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.

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.

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Schedules

1. Terms of Reference (Schedule-1)
2. Form of Agreement (Schedule-2)
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Cost of Services
 - Annex-4: Payment Schedule
 - Annex-5: Bank Guarantee for Performance Guarantee
 - Annex-6: Integrity Pact

3. Guidance Note on Conflict of Interest (Schedule-3)

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: Eligible Assignments of Applicant
Form-7: Abstract of Key Personnel
Form-8: Curriculum Vitae (CV) of Key Personnel
Form-9: Affidavit – Correctness of CV's and Experience
Form-10: Affidavit- back to back basis
Form-11 : Affidavit

Appendix-II: Financial Proposal

Form-1: Covering Letter
Form-2: Financial Proposal

Annexure- X : List of Parks with indicative details of availability, deficiencies and potential source of treated water/ raw sewage. (Note: Please note that the details are only indicative and does not absolve the applicant from performing the mandate under TOR of the RFP)

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 Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA."

The Authority shall endeavor 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.

1.1.2. 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**¹

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 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 authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorized 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 designated partner, in case of a limited liability; or
- (c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal); or
- (d) By an Authorized Representative of the Lead Member, in case of Consortium or Joint venture.

A copy of the Power of Attorney/ Certified true copy of Board Resolution authorizing the signatory certified under the hands of a Proprietor, Partner, designated partner as the case may be in case of proprietary firm, partnership firm, limited liability partnership respectively or of the said authorised person in case of a Limited Company or Corporation of the Applicant on a stamp paper of Rs. 100 and duly notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposa as per

¹While 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.

clause2.3.4

In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by Authorized Representative of all firms all firms to the joint venture confirming the following :

- (i) Date and place of signing
- (ii) Purpose of Joint Venture/Association (must include the details of contract works for which the joint venture has been invited to bid)
- (iii) A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment. Name of Lead Firm and other partner of JV should be clearly defined in the MOU
- (iv) Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV/ Association for the proposed services.
- (v) An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services.
- (vi) The authorized representative of the joint venture/Association shall give a Letter of Association, MOU as in i) to vi above except v, letter of Authorization, copies of GPA/SPA for the person signing the documents and a certificate of incorporation.

In case of Joint venture, one of the firms which preferably have relatively higher experience will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU/agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture. Payment to be made to the JV can also be made to the account of the JV.

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 (MANDATORY DOCUMENTS)

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 (EMD) and E-tender processing fee, copy of GST Registration, ESI & EPF & PAN.**
- 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 Essential Professional Personnel have been included as per clause 2.3.2(c), the CV of each such Professional Personnel should also be submitted in the format at Form-11 of Appendix-I;**

- e) **No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;**
- f) **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;**
- g) **Key Personnel would be available for the period indicated in the TOR;**
- h) **No Key Personnel should have attained the age of 65 (sixty five) years at the time of submitting the proposal; and**
- i) **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 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.15.5 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 Bid Security as mutually agreed 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 (to be submitted (filled and uploaded) in online mode only on <https://eprocure.gov.in/eprocure/app>.)

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’s 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, Goods and Services (GST) and other tax liabilities, if any. 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 shall be expressed in INR.

2.17 Submission of Proposal

2.17.1 Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bid electronically on the CPP Portal using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

a) REEGISTRATION

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online **bidder Enrolment**” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

b) SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced

search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

c) REPARATION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in MyDocumentsspace, this does not automatically ensure these Documents being part of Technical Bid.*

d) SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest

by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
 - vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 - vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is up loaded 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - ix. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. And the date & time of submission of the bid with all other relevant details.
 - x. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- e) ASSISTANCE TO BIDDERS**
- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - ii. Any queries relating to the process of online bid submission nor queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 2.17.2 The Applicants shall also submit the Proposal in hard bound form with all pages numbered serially and by giving Technical 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 1.12.1 and 1.12.2 and the name and address of the Applicant.

2.17.4 The aforesaid outer envelope clearly marked '**Technical Proposal**'. The envelope marked "Technical Proposal" shall contain:

(i) Bid security and E-tender processing fee, copy of GST Registration , EPF, ESI, PAN.

(ii) Application in the prescribed format (Form-1 of Appendix-I) along with **Forms 2 to 11 of Appendix-I** and supporting documents; and

➤ **Financial proposal in the prescribed format (Forms 1&2 of Appendix-II) has to be submitted (filled and uploaded) in online mode only on <https://eprocure.gov.in/eprocure/app>.**

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 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 up-to and including acceptance of the Feasibility Report/ DPR 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 Proposal Due Date specified in Clause 1.9 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 Proposals received by the Authority after the specified time on Proposal Due Date 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 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 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.

Note: In e-tendering mode the proposal can be modified any number of times till last date of submission of online bids on CPP Portal.

2.21 Bid Security Deposit/EMD

2.21.1 The Applicant shall furnish as part of its Proposal, a Bid Security Deposit/ EMD of ₹4,00,000/- (Rupees Four Lakh only) through RTGS/NEFT in the account of **Sr. A.O./CAU/_____ having Account No._____ with _____ Bank, _____ branch (IFSC code RTGS/NEFT IFSC Code _____**. (the **“Bid Security”**), returnable not later than 30 (thirty) days from PDD except in case of lowest bidder . **The Selected Applicant's Bid Security/ EMD 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 Bid Security/ EMD 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/ EMD 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/ EMD* 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.

2.21.5

Micro and Small Enterprises (MSEs) as defined in Public Procurement Policy for MSEs Order, 2012 issued by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered –registered with National Small Industries Corporation (NSIC)– shall be exempted from paying Bid Security. Other terms and conditions of RFP shall remain same for MSEs.

Conditions for Availing Exemption of Bid Security Amount for MSEs

- a) MSEs, which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy for MSEs Order, 2012 as Service Enterprises.
- b) The certificate should be valid on the scheduled date/Extended date of submission of bids(PDD).
- c) The items of Services mentioned under registration certificate should be the same or similar to the tendered items.

DECLARATION IN CASE OF MSE BIDDERS

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs) we hereby declare as under

- d) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- e) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- f) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender/PDD/extended PDD.
- g) if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a Performance Security/Guarantee before the deadline defined in the request for proposals document, we will be suspended for the period of 2(two) years from being eligible to submit Bids/Proposals for contracts with Delhi Development Authority.

Note: Document mentioned above shall be submitted along with technical bid.

2.22 PERFORMANCE SECURITY/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 hereunder or in law or otherwise, its Performance guarantee 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

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 Bid Price from any Scheduled Bank or the State Bank of India in accordance with the annex-5 hereto. In case of Consortium, the BG shall be furnished on behalf of the Consortium or by the lead member of the Consortium. **Performance Guarantee 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/Guarantee shall be released within three months from date of foreclosure / termination.
- 2.22.3 In the event the Consultant fails to provide the Performance Guarantee within 15 days of date of Letter of Acceptance (LOA), it may seek extension of time for a period of 07 (Seven) days on payment of damages for such extended period in a sum of calculated at the rate of 0.1% (Zero Point One Percent) of the Performance Guarantee amount 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/Guarantee 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 **LoA 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.**

2.22A SECURITY DEPOSIT

- 2.22A.1 The Consultant shall permit Authority at the time of making any payment to him for work done under the contract to deduct a sum **at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the Agreement Value.** Such deductions will be made and held by Authority by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- 2.22A.2 All compensations or the other sums of money payable by the Consultant under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his

security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Consultant by Authority on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

2.22A.3 Security Deposit shall be refunded 1 year after completion of services by the consultant.

D. EVALUATION PROCESS

2.23 Evaluation Process

2.23.1 The eligibility criteria will first be scrutinized and approved and will be intimated to the respective tenderer **within 60 days from the date of receipt of tender.**

To be eligible for evaluation of Technical Proposal as per QCBS , the “Applicants” shall fulfil the eligibility criteria laid out under Clause 2.3

The Applicants who fulfil the eligibility criteria laid down under Clause 2.3 i.e. the “Selected Applicants” will be considered for Evaluation of Technical Proposal.

The “Selected Applicants” will have to make a presentation (on the date and time as mentioned in the RF document) before the “Committee for a Technical & Financial Evaluation”.

2.23.2 The Envelope ‘B’ (Financial Bid) of those “selected applicants” **who qualify technical evaluation as specified under Clause 3.1 (Criteria for Evaluation) i.e. "Technically Selected Applicants"** shall only be opened by the concerned Executive Engineer through e-mode on a specific time and date which will be intimated separately. The tenderer or one of their authorised representatives having proper authority on letter head of the tenderer will be allowed into the premises where tenders will be opened.

Financial bid already submitted will be opened on date, time, and place specified by the Executive Engineer in presence of tenderers or their authorised representative. The documents submitted in Envelope ‘A’ i.e. Eligibility will be the sole property of the DDA.

Post financial Bid opening of the **"Technically Selected Applicants", the evaluation of the Financial proposal shall be carried out as per Clause 3.1 (Criteria for Evaluation)**

The "Technically Selected Applicant" having the highest Final Score as per Clause 3.1 (Criteria for Evaluation) shall be selected.

2.23.3 Financial Bid of the said tenderer who does not qualify the eligibility criteria shall not be opened and his offer for this work shall stand rejected. The financial bid of only those bidders who has satisfied the eligibility criteria will be open and evaluated. Decision of the Engineer-in-charge in this respect shall be final and conclusive.

2.23.4 Proposals for which a notice of withdrawal has been submitted in accordance with Clause no 2.20 shall not be opened.

2.23.5 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 CRB registration fee and 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.

2.23.6 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.

2.23.7 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.

2.23.8 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, as confidential and shall require all those who have access to such material to treat the same as confidential. 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 Substitution, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

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

2.28 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the tendered value of Agreement for any direct loss or damage that is caused due to any deficiency in services and breach of contract. 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 Acceptance (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 07 (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.

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 1.9. 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 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, in such an event, its Bid Security and performance guarantee shall be forfeited and appropriated in accordance with the provisions of Clause 2.21.4.

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.

2.33 Settlement of disputes and Arbitration

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/issue, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties, it shall be decided through the process of Arbitration conducted by a sole Arbitrator to be appointed on reference by either Party in accordance with the statutory provisions of the High Court of Delhi at New Delhi or by the designated Arbitral institutions at Delhi. The Arbitrator so appointed shall be a technical person having the knowledge and experience of the trade. The venue of Arbitration shall be at Delhi. Courts in Delhi shall have the exclusive jurisdiction in relation to the present RFP/Agreement.

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

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 (Pers, Hort & LS), D.D.A. 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 along with the notice of invoking 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.

2.34 Liquidated Damages for delay

The time allowed for carrying out the work in different stages as specified in indicative time & payment schedule in Clause 4 of TOR shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultant. The work shall throughout during the stipulated period of the contract shall be processed with all requisite due diligence.

The Consultant will be required to complete the entire job within the stipulated time & payment schedule. In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (One Percent) of the Agreement Value per month of delay to be computed on per day basis on quantum of damage suffered due to stated delay on part of consultant, 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 Guarantee or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

2.35 Pre-Proposal Conference

2.35.1 Pre-Proposal Conference of the applicants shall be convened at the designed date, time and place. Only those applicants, downloaded the RFP document same from the official website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each applicant shall be allowed to participate on production of an authority letter from the applicant.

2.35.2 During the course of Pre-Proposal Conference, the applicants will be free to seek clarification and make suggestions for consideration of the Authority. The Authority shall endeavour 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.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals (weightage 70%)

In the first stage, the **Technical Proposal** will be evaluated based on the firm's experience, understanding of the project, the experience of key personnel, and the proposed approach and methodology. **"Selected Applicants" must score a minimum of 70 marks (Technical Score) out of 100 to qualify for the financial evaluation, i.e. to become a "Technically Selected Applicant".** The technical score for the top-scoring firm will be normalised to **100 points**, and all other firms will be rated proportionally based on their technical scores using the following formula:

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

Where:

- **ST** = Technical Score
- **T** = Technical marks scored by the bidder
- **TM** = Highest technical marks scored

Technical Evaluation Criteria (Total: 100 Marks)

S. No	Evaluation Parameter	Max Marks	Description	Required Documentary Evidence
A	Experience of the Firm	30 Marks		
A1	Relevant similar service experience	10 Marks	The bidder must have executed/completed at least 3 similar services in the last 7 years. 2 marks per service for every additional similar services experience, over and above the minimum (3) number required, maximum upto 10 marks.	Enclose copies of work orders, completion certificates, and project details.
A2	Quality and complexity of past similar service	10 Marks	Evaluated through client references, service complexity, and scale. 2 marks for each high-complexity project , maximum upto 10 marks.	Enclose project documentation and client references.
A3	Experience in rendering large-scale similar service.	10 Marks	Firm's experience in rendering similar services of large-scale to Central/State Government/ PSUs { i.e. minimum contract value of INR 10 Crore and above} 2 marks for each large-scale similar service rendered , maximum upto 10 marks.	Attach completion certificates from government or public sector clients.
B	Approach & Methodology	40 Marks		

S. No	Evaluation Parameter	Max Marks	Description	Required Documentary Evidence
			The consultant will be required to present the overall approach and methodology as under mentioned in Points B1, B2 and B3.	
B1	Understanding of the project scope & objectives	10 Marks	Demonstrated understanding of the project scope and specific challenges related to treated water supply, STP design, raw sewage collection, etc. Upto 10 marks for comprehensive project understanding.	Submission of a detailed project understanding section in the proposal.
B2	Proposed methodology	15 Marks	The robustness of the technical approach, including the use of innovative technologies and solutions for water and sewage infrastructure. Up to 10 marks for innovation and upto 5 marks for technical depth.	Provide a detailed technical methodology with proposed solutions.
B3	Execution Strategy (Work plan with timelines) & proposed deliverables.	15 Marks	The work plan must include timelines, phasing, resource allocation, and deliverables for each stage. Upto 4 marks for a well-structured and realistic work plan. Upto 4 marks for alignment of proposed deliverables with project requirement. Upto 5 Marks for clarity of execution strategy for timely & high quality delivery of proposed objectives. Upto 2 Marks for incorporation of measures for addressing challenges and avoiding delays in the deliverable preparation	Submission of a detailed work plan with key milestones and timelines.
C	Qualification of Key Personnel	20 Marks		

S. No	Evaluation Parameter	Max Marks	Description	Required Documentary Evidence
C1	Project Manager	5 Marks	<p>Minimum 15 years (including 5 years as lead) of experience in managing large-scale projects & (or) consultancy service related to design of treated water/waste water distribution networks OR irrigation systems OR water resources related consultancy OR public Health Engineering related projects design and implementation.. Must have led at least 3 projects & (or) consultancy service as mentioned above.</p> <p>1 marks for each additional experience of leading similar project/consultancy beyond the experience of minimum 3 similar project/consultancy , capped at 10 marks.</p>	Submit CV, certifications, and list of major projects handle.
C2	Water Infrastructure Specialist	5 Marks	<p>8 years of experience in designing and managing water/waste water distribution systems, irrigation networks, and hydraulic infrastructure.</p> <p>1 marks for each additional experience of similar project/consultancy beyond the experience of minimum 3 similar project/consultancy , capped at 10 marks.</p>	Submit CV, certifications, and list of major projects handle.
C3	STP Design Expert	5 Marks	<p>8 years of experience in STP design and implementation.</p> <p>1 marks for each additional experience of similar project/consultancy beyond the experience of minimum 3 similar project/consultancy , capped at 10 marks.</p>	Submit CV, certifications, and list of major projects handle.
C4	Environmental Specialist	5 Marks	<p>8 years of experience in Environmental Impact Assessments (EIA).</p> <p>1 marks for managing each additional experience of similar project/consultancy beyond the experience of minimum 3 similar project/consultancy , capped at 10 marks.</p>	Submit CV, certifications, and list of major projects handle.

S. No	Evaluation Parameter	Max Marks	Description	Required Documentary Evidence
D	Financial Capacity	10 Marks	Avg. Annual Turnover On Consultancy Services 2.5 Cr to 5 Cr :- 2.5 Marks; 5 Cr to 7.5 Cr:- 5 Marks; 7.5 Cr to 10 Cr:- 7.5 Marks; More than 10 Cr. :- 10 Marks	As per RFP.
Total Techn ical Marks		100 Marks		

3.2 Evaluation of Financial Proposal (Weightage: 30%)

Financial proposals will be evaluated using the formula:

- **Lowest Financial Proposal (L1)** gets full 100 points.
- All other proposals are evaluated using the formula:
Financial Score (Sf) = 100 * (L1 / Financial Proposal of the Bidder)

For example:

- If the lowest bid is INR 100, and another bidder's financial proposal is INR 120, their financial score would be:
Financial Score (Sf) = 100 * (100/120) = 83.3 points

3.3 Final Score Calculation

The final score for each bidder will be based on the **Technical** and **Financial** scores, with the following weightage:

- **Technical Proposal: 70%**
- **Financial Proposal: 30%**

The final score (S) will be calculated as:

$$S = (St * 0.70) + (Sf * 0.30)$$

Where:

- **St** = Technical Score (out of 100)
- **Sf** = Financial Score (out of 100)

3.4 Based on combined marks of presentation and Financial Bid, bidder securing highest score/ranking will be the "Successful Applicant" and the Committee if required will further negotiate and finalize the price.

3.5 If in case, two bidders secure same marks, the bidder will be selected on the basis of highest amount similar service experience.

3.6 Authority reserves the right to make the appointment of the Successful bidder subject to such further terms and conditions as it considers appropriate in relation to the Tender process and/or the provision of the Services. Authority shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.

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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:
- (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 therefrom, 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.

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5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at the State of Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 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.

- 5.3 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.
- 5.4 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 1.1.4)

Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.

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TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE (TOR)

1. GENERAL / PROJECT OVERVIEW

The Delhi Development Authority (DDA), through its Horticulture Department (which has got two verticals of Horticulture Directorate and Horticulture Engineering), is responsible for the maintenance and upgradation of more than **700 parks (List of parks enclosed as Annexure- X)** across various regions of the National Capital Territory of Delhi. The Horticulture Engineering Zone is focused on sustainable water management by utilizing treated water for irrigation in these parks which is in pursuit of the objective of making the parks / greens self-sufficient in water.

The Horticulture Engineering Zone is headed by Chief Engineer (Hort.); this zone is divided into 3 circles namely HCC-1,2, 3 each headed by a Superintending Engineer.

Each circle is further sub-divided into divisions i.e. HCD-1 to 4 under HCC-1, HCD-5 to 8 under HCC-2 and HCD-9 & 10 under HCC-3. The consultancy service solicited under this RFP is for parks under the jurisdiction of HCC-1,2&3 i.e. under HCD-1 to 10.

DDA invites proposals from qualified consultants for the preparation of a Management Plan and Feasible Network design to ensure the supply of treated water to these parks/greens. The scope also includes the design of Sewage Treatment Plants (STPs), reservoirs, pipeline network and all related infrastructure, including the preparation of a Detailed Project Report (DPR).

2. OBJECTIVE OF THE RFP

- Identify the current water demand and the availability of treated water.
- Design a sustainable network for supplying treated water to various parks.
- Develop a plan to capture raw sewage, treat it via STPs (including all aspects of design), and supply treated water for irrigation.
- Prepare a complete Detailed Project Report (DPR) *{comprehensive as well as division wise i.e. for HCD-1 to HCD-10}* that includes all designs, drawings, estimates, and tender documents required for implementation.
- Preparation of tender documents (Division wise).
- Advisory, supervision, proof checking, during the implementation and in defect liability period.

3. SCOPE OF WORK

The consultant will be responsible for the following tasks:

3.1 Identification of Water Deficit (Demand vs. Availability)

- Conduct a detailed analysis to identify the deficit of water {Demand vis-à-vis supply } for irrigation across the parks in the jurisdiction.
- Assess the current demand for irrigation water in each park, considering park size, planting needs, and seasonal variations.
- Evaluate the availability of treated water, raw sewerage and other water sources to meet this demand.

3.2 Identification of Sources of Treated Water and Network Plan

- Identify potential sources of treated water, including existing sewage treatment plants (STPs) and other decentralized treatment systems.
- Develop a Feasible Network Plan for the supply of treated water from these sources to the parks.

- Propose pipeline layouts, pumping stations, and other necessary infrastructure for the treated water distribution network.

3.3 Identification of Sources of Raw Sewage and Network Plan for STP Supply

- Identify potential sources of raw sewage that can be collected and treated to provide a sustainable water source for irrigation.
- Create a network plan to connect the identified sources of raw sewage to the sewage treatment plants {for which complete design should be provided.
- Evaluate proximity to existing sewage pipelines or areas where new pipelines may be laid.
- Ensure that the network design meets environmental standards and the directions provided by the engineer in charge.

3.4 Design of Sewage Treatment Plants (STPs)

- Design STPs as per the requirements of the parks or clusters of parks. The design should include all technical specifications and components such as treatment capacity, treatment technology, sludge management, and compliance with regulatory standards.
- Ensure that the STP design meets environmental standards and the directions provided by the engineer in charge.
- MIS systems for the STPs shall be made an integral part which shall be web-enabled with digital dashboard with indicative parameters to be monitored like down time, capacity %, etc.
- SLAs for STP vendors.
- Evaluation of the efficiency of existing STPs and suggesting improvements/modifications/upgradations as per requirement.

3.5 Design of Reservoirs for Treated Water Storage & distribution.

- Design reservoirs for the storage of treated water, considering the irrigation needs of the park(s) or clusters of parks.
- Provide technical specifications, including storage capacity, location, and materials required for construction.
- Shall provide designs (including redesigning of existing distribution systems)for distribution of treated water in parks for efficient use and minimising losses (For eg. Measures like drip irrigation, etc.).

3.6 Comparative Cost Analysis: Existing STP vs. New STP Construction

- **3.6.1 Cost Evaluation for Existing STP:**
 - Evaluate the feasibility and cost of **drawing water from nearby existing STPs** for irrigation purposes.
 - Include costs for connecting the parks to existing STPs, such as pipeline installation, pumping stations, and any required treatment adjustments.
- **3.6.2. Cost Evaluation for New STP Construction:**
 - Provide a detailed cost analysis for **constructing new STPs** for individual parks or clusters of parks.
 - Include all relevant costs, such as land acquisition (if applicable), construction, operation, and maintenance of the new STPs.
- **3.6.3. Comparative Analysis Report:**
 - Prepare a **comparative cost analysis** that evaluates the overall financial viability of **using existing STPs** versus **constructing new STPs**.

- Include recommendations on the best option based on cost, feasibility, environmental compliance, and long-term sustainability.

3.7 Preparation of Detailed Project Report (DPR)

- Prepare a comprehensive Detailed Project Report (DPR) *{preparation of Management Plan and Feasible Network design to ensure the supply of treated water to these parks/greens}*, which will include: Designs, layouts, and technical specifications for the network plan, STPs, and reservoirs, Data charts, maps, and diagrams illustrating the proposed infrastructure, etc. complete as per the directions of Engineer in charge. {Please note that these points are indicative and not exhaustive, any additional inclusions necessary to the implementation of the project shall be part of DPR}.
- A Schedule of Quantities (SoQ) and cost estimates for each component of the project
- The consultant shall submit consolidated DPR as well as Division wise DPR *i.e. for HCD-1 to HCD-10*.
- *The consultant shall abide by the “Law of the Land “ i.e. all statutory provisions, directions of Honb’le Courts and. Tribunals, laws, regulations in force shall be taken into consideration and the DPR and Tender Documents shall be in abidance to the same.*

3.8 Preparation of tender documents.

- Tender Documents { *Division wise i.e. for HCD-1 to HCD-10* } necessary for the implementation of the project.
- Timelines and work schedules for the phased implementation of the project.

3.9 Liaising with Departments and Obtaining Approvals

- **3.9.1. Liaising with Authorities:** The consultant shall liaise with and obtain all the required information/data from all relevant **internal and external departments**, including but not limited to:
 - **Delhi Jal Board (DJB), Delhi Pollution Control Committee (DPCC)**, and any other local regulatory bodies.
 - The consultant must ensure that all required data, **permissions, approvals, and clearances** are obtained for executing the project, including water usage permissions, environmental clearances, and any construction permits.
 - **The consultant work shall align with the work of other departments like DJB, PWD, etc. so as to prevent loss to public exchequer and duplicity of work.**
- **3.9.2. Drafting of Correspondence and Reports:** The consultant will be responsible for drafting all **correspondence, submissions, and reports** related to the project. This includes:
 - Submitting required documents to government bodies and following up on approvals.
 - Preparing regular progress reports for the DDA and liaising with stakeholders to ensure compliance with the project timeline and objectives.

3.10 Post-Study Support (during Execution & Defect Liability Period)

- **10.1. Supervision/ Advisory Role:** Provide ongoing support by periodic supervision during the implementation/execution & Defect Liability Period phase to ensure the feasibility study’s recommendations are followed accurately.

10.2. Review and Adjustments: Offer periodic reviews to address unforeseen challenges and make necessary adjustments to the project plan

10.3. Proof checking of detailed design of executing agencies.

10.4. Providing COMPLETION PLAN after execution.

4. STAGES

STAGE 1: PRELIMINARY SURVEY & SUBMISSION OF INSPECTION REPORT

Stage-2: Preparation Of Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Parks, i.e. Detailed Project Report (DPR).

STAGE 3 (A): Draft Tender Documents.

STAGE 3 (B): Final Tender Documents { Consultant shall proceed with this Stage after approval of Stage-3(A) }

STAGE 4: Role of consultant during the implementation of plan (i.e. execution of works)

STAGE 5: Role of consultant after completion of the work (i.e. during defect liability period.)

STAGES TABULATED AS UNDER

STAGE 1: PRELIMINARY SURVEY & SUBMISSION OF INSPECTION REPORT

SCOPE	STEPS	ACTIVITY	DESCRIPTION
Preliminary Survey of Parks and Water Infrastructure	1.1	Review of Existing Data and Reports	The consultant will gather and review all relevant historical and current data pertaining to parks under HCD-1 to HCD-10. This includes information on existing irrigation methods, water demand, treated water supply, and potential sewage collection points. Data will be compiled from relevant agencies, previous studies, and available records. A detailed profile of each park will be created, highlighting existing infrastructure and limitations.
	1.2	Site Inspection and Preliminary Survey	A physical site inspection of all parks will be conducted. During this process, the consultant will document the current status of water supply systems, irrigation practices, and nearby potential sources of treated water or sewage for collection. The terrain, accessibility, and any existing or potential infrastructure constraints will be identified. A photographic and GPS-mapped record will be maintained for reference.

SCOPE	STEPS	ACTIVITY	DESCRIPTION
	1.3	Assessment of Treated Water Sources and Sewage	The consultant will assess all potential sources of treated water and raw sewage in the vicinity of the parks. This will involve detailed surveys of nearby sewage treatment plants (STPs), pipelines, and decentralized treatment facilities. The quality and quantity of treated water available for irrigation will be evaluated, and the feasibility of capturing and transporting raw sewage for treatment will be assessed.
	1.4	Topographic Survey and Utility Survey	A comprehensive topographic survey will be performed across all parks. This survey will document the terrain, elevation, slope, and all existing utilities such as water and sewage pipelines, electrical lines, access roads, etc. This information will be essential for planning the treated water distribution network and identifying the most effective routes for pipeline installation. The survey will be performed using modern tools such as GIS mapping and total station equipment, ensuring precise data collection, complete as per direction of Engineer-In-Charge.

Deliverables for Stage 1:

- **Preliminary Survey Report:** Detailed documentation of the current infrastructure, sources of treated water and sewage, along with the topographic survey data. This report will identify key opportunities and constraints for the proposed treated water supply system.

STAGE 2: PREPARATION OF COMPREHENSIVE MANAGEMENT PLAN AND FEASIBLE NETWORK DESIGN FOR THE SUPPLY OF TREATED WATER (DETAILED PROJECT REPORT - DPR)

SCOPE	STEPS	ACTIVITY	DESCRIPTION
Comprehensive Management Plan and Feasible Network Design	2.1	Water Demand and Availability Assessment	The consultant will conduct a detailed analysis to calculate the water demand for irrigation in each park, taking into account factors such as park size, landscape type, plant water requirements, and seasonal variations. The availability of treated water from nearby STPs and decentralized systems will be cross-referenced with this demand to determine potential shortfalls. This analysis will help in planning for both immediate and future irrigation needs.

SCOPE	STEP S	ACTIVITY	DESCRIPTION
	2.2	Design of Water Distribution Network (including hydrological analysis)	Based on the water demand assessment and the availability of treated water, the consultant will design a comprehensive water distribution network to fill up the deficit of water. This network will include pipelines, pumping stations, reservoirs, and other required infrastructure to ensure reliable and sustainable water delivery to all parks. The design will account for terrain challenges, environmental impact, other social/demographic challenges, existing infrastructure, etc. The network will be designed for optimal energy efficiency and minimal water loss.
	2.3	STP Design and Raw Sewage Collection Network	Where necessary, new sewage treatment plants (STPs) will be designed to provide treated water to the parks. The consultant will propose the most appropriate treatment technologies, capacity, and location for the STPs, considering the volume of raw sewage available and the irrigation needs of the parks. In addition, a network for collecting raw sewage from nearby areas will be developed, ensuring seamless integration with the proposed STPs. This network as well as STP designing will take into account factors such as proximity to sewage pipelines, terrain, regulatory requirements, seasonal variation etc.
	2.4	Environmental and Regulatory Compliance	The consultant will ensure that all design elements of the project comply with applicable environmental standards and regulatory guidelines. This will include conducting environmental impact assessments (if required), mitigating any adverse environmental effects, and obtaining necessary approvals from relevant authorities. The designs will also incorporate sustainable practices, such as water conservation measures and energy-efficient pumping solutions.

SCOPE	STEP S	ACTIVITY	DESCRIPTION
	2.5	Preparation of the Detailed Project Report (DPR) and submitting draft DPR	The Detailed Project Report (DPR) will include comprehensive designs, layouts, and technical specifications for the treated water supply network, STPs, raw sewage collection network, reservoirs, and all associated infrastructure. The report will also include detailed cost estimates, a timeline for phased implementation, etc. for each division (HCD-1 to HCD-10). The consultant will submit both a consolidated DPR and division-wise reports (DPR), ensuring a clear and structured approach to project execution.
	2.6	Get the Draft DPR Approved	
	2.7	Submit the final DPR	

Deliverables for Stage 2:

- **Comprehensive DPR**, including technical designs, water demand and availability assessment, pipeline and STP designs, hydrological analysis, environmental considerations, and cost estimates. This report will serve as the blueprint for implementing the treated water supply system.

STAGE 3(A): DRAFT TENDER DOCUMENTS

SCOPE	STEP S	ACTIVITY	DESCRIPTION
Draft Tender Documents	3(A)1	Preparation of Draft Tender Documents	The consultant will prepare detailed draft tender documents for the procurement and construction of the treated water supply infrastructure. These documents will include technical specifications, designs, analysis, drawings, contract terms, project timelines, and cost estimates. The draft tenders will cover all major components of the project, including pipeline construction, STP installation, reservoir construction, and any other associated infrastructure, complete as per direction of engineer-in-charge. Special attention will be given to phasing the project into manageable segments for each division (HCD-1 to HCD-10), ensuring clarity for potential contractors. <i>{i.e. separate tender document for each division}</i>

Deliverables for Stage 3(A):

- **Draft Tender Documents** for each division (HCD-1 to HCD-10), providing a clear framework for the bidding process, including technical requirements, project scope, and contract conditions etc. complete as per direction of engineer-in-charge.

STAGE 3(B): FINAL TENDER DOCUMENTS

SCOPE	STEP S	ACTIVITY	DESCRIPTION
Final Tender Documents	3(B)1	Finalization of Tender Documents	Following approval of the draft tender documents, the consultant will incorporate any recommendation/feedback and finalize the tender documents. This will include ensuring that all technical specifications, designs, analysis, drawings, cost estimates, and project timelines etc. are accurate and align with the project's goals. The final tender documents will also include comprehensive contract terms and guidelines for the execution of the project. Assistance in the tendering process, including pre-bid meetings and technical clarifications, will be provided to ensure a smooth transition to the implementation phase.

Deliverables for Stage 3(B):

- **Final Tender Documents**, including all required technical details, project plans, and procurement guidelines, ready for the tendering process and contractor selection.

STAGE 4: Role of consultant during the implementation of plan (i.e. execution of works)

Provision of supervisory services during the execution phase, including:-

- On-site monitoring,
- Quality assurance and control reports,
- Verification of materials and workmanship compliance,
- Weekly and monthly progress reports,
- Assistance in resolving on-site challenges,
- Any other task as per direction of Engineer- In-Charge

STAGE 5: Role of consultant after completion of the work (i.e. during defect liability period.)

Services during the Defect Liability Period (DLP), including: -

- Monitoring and rectification of defects during the DLP,
- Submission of Defect Rectification Reports for issues identified,
- Preparation of the Final Completion Certification of consultancy Work.
- Any other task as per direction of Engineer- In-Charge

5. INDICATIVE TIMELINE & PAYMENT SCHEDULE

The time will be reckoned from the 7th day from the date of the agreement. The Payment to be released to the consultant against completion of each stage is also indicated below.

Detailed Payment Schedule with Provisions for Penalty Enforcement

S. No.	Milestone/Stage	Description of Deliverable	Time Frame	Progressive Time Frame	Payment Percentage	Penalty Clause
1	Stage 1: Preliminary Survey & Inspection Report	- Submission and approval of the Preliminary Survey and Inspection Report. - Includes topographic surveys, utility mapping, and identification of treated water sources and sewage points. - Submission of findings and challenges identified during the preliminary survey.	60 days	Up to 60 days from the date of start	10%	1% deduction from total fees for every week of delay beyond the stipulated submission date.
2	Stage 2: Comprehensive Management Plan and DPR	- Submission and approval of the Comprehensive Management Plan. - Includes treated water and raw sewage collection plans, cluster-based STP designs, and network layouts. - Submission of the Detailed Project Report (DPR), incorporating all detailed designs, drawings, BOQs, cost estimates, and schedules.	60 days	Up to 120 days from the date of start	20%	1.5% deduction from total fees for every week of delay beyond the stipulated submission date.

S. No .	Milestone/Stage	Description of Deliverable	Time Frame	Progressive Time Frame	Payment Percentage	Penalty Clause
3A	Stage 3(A): Draft Tender Documents	- Submission of Draft Tender Documents for all components of the project. - Includes tender documents for treated water pipelines, STPs, reservoirs, and pump stations. - The draft should cover technical specifications, schedules, and compliance with regulatory standards.	30 days	Up to 150 days from the date of start	15%	1% deduction from total fees for every week of delay beyond the stipulated submission date.
3B	Stage 3(B): Final Tender Documents	- Submission and approval of the Final Tender Documents after incorporating feedback from the client or Engineer-in-Charge. - Final documents must be ready for publication, including all required drawings, estimates, and technical details.	30 days	Up to 180 days from the date of start	15%	1% deduction from total fees for every week of delay beyond the stipulated submission date.

S. No	Milestone/Stage	Description of Deliverable	Time Frame	Progressive Time Frame	Payment Percentage	Penalty Clause
4	Stage 4: Role During Implementation	- Provision of supervisory services during the execution phase, including: - On-site monitoring. - Quality assurance and control reports. - Verification of materials and workmanship compliance. - Weekly and monthly progress reports. - Assistance in resolving on-site challenges.	Throughout the execution phase	Throughout the execution phase	20%	1% deduction from total fees for every month of delay or non-compliance in providing supervisory services.
5	Stage 5: Role During Defect Liability Period (DLP)	- Services during the Defect Liability Period (DLP), including: - Monitoring and rectification of defects during the DLP. - Submission of Defect Rectification Reports for issues identified. - Preparation of the Final Completion Certification of consultancy Work.	As per DLP period	As per DLP period	20%	1% deduction from total fees for every month of delay or non-compliance in providing supervisory services for defect identification and rectification till the Final Completion Certification of consultancy Work..

6. PROVISIONS FOR PENALTY ENFORCEMENT

- Cumulative Penalties:** Full penalties will be applied without a cap for non-compliance or delays at any stage. However, if at any stage Penalty crosses the benchmark of 10% the consultancy agreement will be liable to be terminated.

2. **Termination Clause:** If the consultant's cumulative delays or non-compliance exceed **3 months**, DDA reserves the right to terminate the contract and withhold further payments.
3. **Retention of Payment:** Payments for any stage may be retained until the consultant resolves all pending deliverables.
4. **Force Majeure:** Penalties may be waived only under exceptional circumstances, such as force majeure events, subject to written approval by DDA.
5. **Performance Review for Stages 4 and 5:**
 - Monthly reviews by DDA officials or Engineer-in-Charge will assess compliance and adherence to timelines.
 - Non-compliance during supervisory services (Stage 4) and during the Defect Liability Period (Stage 5) will immediately trigger penalty application.
6. **Approval Delays:** If DDA delays approvals or feedback beyond agreed timelines, corresponding deadlines for the consultant will be adjusted accordingly, and penalties will not apply.
7. **Monitoring Mechanism:**
 - Use of geo-tagged and time-stamped attendance records to track on-site presence of the consultant during supervisory services.
 - Submission of real-time photographic or video evidence of site activities through DDA-approved project management software or methodology.
8. **Third-Party Audits:** DDA reserves the right to conduct independent third-party audits to verify the consultant's compliance and performance.
9. **Pro-rata Penalties:** The penalties shall be applicable on pro-rata basis park-wise as per the decision of Engineer-in-charge.

7. STAFF DEPLOYMENT PLAN DURING STAGE 4 & 5

(The teams shall be provided division-wise)

S. No	Designation	Stage	Frequency of Deployment per Site	Responsibilities
1	Team Leader/Project Manager	Stage 4 & Stage 5	- Weekly visit per site during Stage 4 - Bi-weekly visit per site during Stage 5	- Overall coordination across all sites. - Progress review and issue resolution for each site.
2	Civil Engineer	Stage 4 & Stage 5	- Twice a week per site during Stage 4 - Monthly visit per site during Stage 5	- Monitors execution quality for treated water pipelines, reservoirs, and related works at each site. - Inspects defect rectifications during Stage 5.

S. No	Designation	Stage	Frequency of Deployment per Site	Responsibilities
3	Environmental Specialist	Stage 4 & Stage 5	- Monthly visit per site during both stages	- Ensures environmental and regulatory compliance across all sites, particularly for STPs and treated water systems.
4	Quality Control Expert	Stage 4	- Weekly visit per site	- Verifies material quality and workmanship compliance at all sites. - Submits site-specific quality assurance reports.
5	Site Supervisors/Junior Engineers	Stage 4	- Daily presence at each site	- Day-to-day supervision of contractor's work at each site. - Prepares daily progress and compliance reports.

Note:

- a. The Authority /DDA will formed a **Consultancy Monitoring Committee (CMC)** for this assignment and all the works and reports prepared by the consultant will be discussed in the CMC, the Authority shall accord approvals to such works and reports with or without modifications.
- b. ~~60% of due payment for work at Sl. No. 1 to 5 shall be released on the submission by the consultant. Balance 40% shall be released after approval of each activity by the department.~~
- c. ~~The final time of completion of all planning work will remain same as 120 days + Time period for execution of work.~~
- d. ~~The payment schedule shall be governed by para 'C' at page 26 and all these conditions elaborated in para 'C' at page 26 shall be read and applicable in conjunction to arrive the amount to be paid.~~
- e. Milestones may be mutually reviewed after completion of each stage, as per status of approval of works. No compensation will be given to consultant if project gets extended due to acceptance of reports except as agreed by the Authority.
- f. **Payments to the Consultant will be released as per the above schedule. However, for part work done during any stage, payments will be permitted on pro-rata basis. Decision of Engineer-in-charge will be final and binding in this regard.**
- g. 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.
- h. 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 deemed to be full & final towards the entire work done by the Consultant and, thereafter, no amount, whatsoever, shall deemed to be left payable to the Consultant nor shall be paid to it.

- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. Unless the Consultant is directed to stop the work by a notice in writing issued by the Engineer-in-charge, 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 therefor.
- o. 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.
- p. 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.

8. REPORTS/DOCUMENTS

The consultant has to submit 5 hardcopies along with soft copies of each deliverables for reviewing, comments, and approval.

9. RESPONSIBILITIES OF THE AUTHORITY

The Authority shall make available all existing information & all available engineering & survey data on the proposed project available with the Authority to the consultant, wherever possible;

10. RESPONSIBILITIES OF THE CONSULTANT

10.1 The Consultant shall be responsible for all the data and/or designs and drawings given by them;

10.2 The Consultant shall collect all primary and secondary data, existing information, engineering & survey data at their own cost on the project for carrying out the assignment;

10.3 The Consultant shall conduct independent studies at their own cost for all the inputs for carrying out the assignment;

10.4 The Consultant shall be responsible for all the necessary instrument, equipment and software required to carry out the study at their own cost;

10.5 The consultant shall have to obtain statutory approval for concept plan from DUAC or any other statutory approval, if required;

10.6 The Consultant shall have to make their own arrangement for office accommodation, equipment, software and stationary for carrying out the assignment. No office accommodation shall be provided by the Authority;

10.7 The Consultant shall require to make their own arrangements for necessary computer software and hardware and transportation facilities;

11. ADDITIONS AND ALTERATIONS:

11.1 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 audited 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 fruitless, the Consultant may then be compensated for such extra services and expenses on quantum meruit 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.

11.2 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.

SCHEDULE-2

(See Clause 2.1.3)

AGREEMENT

FOR

for

Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.

AGREEMENT

For **Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.**

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 Consultant (hereinafter called the “Consultancy”) for Preparation of Management Plan for rejuvenation/ restoration of lakes/ water bodies including landscaping around water bodies under the jurisdiction of Horticulture Department, Delhi Development Authority (DDA) at various locations in NCT of Delhi (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. 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;
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (i) “**Government**” means the Government of;
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (k) “**Member**”, in case the Consultant consists of 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 and 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.

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 in the State 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 1.10 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

1. Effectiveness of Agreement

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

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.

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 and PG of the Consultant shall stand forfeited without prejudice to other remedies as per law.

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 (i) expiry of a period of 120 (One hundred and twenty) days after the delivery of the final deliverable to the Authority or(ii) the expiry of [1 (one) year] from the Effective Date whichever is earlier. Upon Termination, the Authority shall make payments of all amounts due to the Consultant.

5. Entire Agreement

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. 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.

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, shall 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
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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.

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.

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.

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

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 Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

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 .

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.

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 Consultant, as the case may be, and any Associate thereof.

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.

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.

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.

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.

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

3. 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 with and/or consequential loss or damage accrued or likely to accrue due to deficiency in Services rendered by or because of breach of contract
- 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 direct loss or damage
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

5. Insurance to be taken out by the Consultant

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 premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement
- c) The Consultant alone shall bear all sort of losses, if it fails to effect and keep in force the aforesaid insurances 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 premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

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.

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

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.

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.

9. Documents prepared by the Consultant to be property of the Authority

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.

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 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.

3.11 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-11) 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.

4.5 Resident Project Manager

The person designated as Resident Project Manager 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.

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 make best efforts to ensure that the Government shall:

- a) 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.
- b) Provide assistance to the extent possible to consultant for obtaining NOC/statutory Approvals/ writing letters/attending meeting with statutory authority along with consultant etc.
- c) 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.
- d) Pay the statutory fee required for seeking approval from various statutory Authorities.
- e) Sharing of GIS data between the teams for mapping purposes

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3

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

1. Cost estimates and Agreement Value

1.1. An abstract of the cost of Services payable to the Consultant is set forth in Annexure - 3 of the agreement.

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.);

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

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-5** 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**”)it shall not be entitled for any interest thereon.
- 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 thereupon promptly make all necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

- d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant. The authority shall have no privacy of contract with any sub-consultant or personnels and also that Authority shall not be liable to make ant payment to them.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), **10% (Ten 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 1% (one per cent) of the Agreement Value per month, 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 Guarantee 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/issue, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties, it shall be decided through the process of Arbitration conducted by a sole Arbitrator to be appointed on reference by either Party in accordance with the statutory provisions of the High Court of Delhi at New Delhi or by the designated Arbitral institutions at Delhi. The Arbitrator so appointed shall be a technical person having the knowledge and experience of the trade. The venue of Arbitration shall be at Delhi. Courts in Delhi shall have the exclusive jurisdiction in relation to the present RFP/Agreement.

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

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 (Pers, Hort & LS), DDA 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 along with the notice of invoking 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.

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
DELIVERED

For and on behalf of
Consultant:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND

For and on behalf of
Authority
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. 2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

DRAFT RFP

Annex-2

Deployment of Personnel

DRAFT REF

Annex-3

Cost of Services

(Refer Clause 6.1)

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

DRAFT REF

Annex-4

Payment Schedule

DRAFT REF

Annex- 5

Bank Guarantee for Performance Guarantee

(Refer Clause 7.1.2)

To

The Executive Engineer

HCD- / Delhi Development Authority

In consideration of Executive Engineer, Horticulture Civil Division -..... 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 the reunder 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- 6

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
HCD-____/DDA

INTEGRITY PACT

To

Executive Engineer

Hort. Civil Div.-1/DDA,

.....

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 endeavor 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)/Contract(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 Bid Security 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.

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/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.
- 2) 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 arises 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

DRAFT REF

APPENDIX-I

Form-1

(See Clause 2.1.3)

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....
.....

Sub: Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.

Dear Sir,

1. With reference to your RFP Document dated, I/we, i.e M/s..... having examined all relevant documents and understood their contents, hereby submit our Proposal for **selection of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.** 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 annexure, 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.
 - f) 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 UTRs for NEFT/RTGS transactions of Bid Security &e- registration fee respectively are 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 120 (One hundred and twenty) 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 format 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)

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APPENDIX-I
Form-2

Particulars of the Applicant

1.1	<p>Title of Consultancy:</p> <p>Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.</p>
1.2	<p>Title of Project:</p> <p>RFP for Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium:</p> <p>Sole Firm or Lead Member of a consortium</p>
1.4	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <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? 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? 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? Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory) 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 authorize Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (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 executants 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*

APPENDIX-I

Form-5

Financial Capacity of the Applicant

Refer Clause 2.3.2 (b)

S. No.	Financial Year	Profit/Loss	Annual Revenue (₹ Crores)
	2023-24 (if audited not available then unaudited/ Provisional issued by CA)		
	2022-23		
	2021-22		

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 **for consultancy services.**

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.~~

??? If Bankers Certificate and Net Worth certificates are to be added add in Form-5 itself ???

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APPENDIX-I

(Form-6)

Eligible Assignments of the Applicant

S. No.	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Whether the work was done on back to back basis Yes/ No
1	2	3	4	5	6	7	8	9	10

Refer Clause 2.3.2 (a)

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

NOTE : The experience certificate of client in support of above mentioned eligible assignments shall be uploaded along the bids.

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

For and on behalf of

APPENDIX-I

Form-7

Abstract of Key Personnel

(Refer Clause 2.3.2)

Name of Key Personnel (Essential at the time of submission of Bids)

S.No	Name of Person	Qualification	Experience	Task Assignment
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				
6				

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

For and on behalf of

APPENDIX-I

Form-8

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. Experience relevant to proposed positions:
9. 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. 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-9

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/Authorised Representative of
the firm*

Address

*Lead Member in case of JV

APPENDIX-I

Form-10

Affidavit – Eligible similar assignment(s) not been got executed on back to back basis.

I/We undertake and confirm that eligible similar assignment(s) has/have not been got executed through another consultant/contractor on back to back basis. Further that, if such a violation comes to the notice of the department, then I/we shall be debarred for bidding in DDA in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge/ DDA shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

For and on behalf of

(Scanned copy to be uploaded at the time of submission of bid)

APPENDIX-I

Form-10

AFFIDAVIT

**(To be submitted by bidder on non-judicial stamp paper of Rs.100/- (Rupees Hundred only)
duly
attested by Notary Public)**

Affidavit of Mr. S/o.....

R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/ Authorized signatory of M/s having
its HeadOffice/ Regd. Office at

2. That the information/ documents/ Experience certificates/ Bank Guarantee(s) submitted by
M/s..... along with the tender for (Name of
work).....to DDA are genuine and true and nothing has been concealed.

3. I shall have no objection in case DDA verifies those from issuing authority(ies). I shall also have no
objection in providing the original copy of any of the document(s), in case DDA demands so for
verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to
be incorrect/ false/ fabricated, DDA at its discretion may disqualify/ reject/ terminate the bid/ contract
and also place under Holiday List as per DDA Policy.

I,, the Proprietor/ Authorised signatory of M/s..... do hereby
confirm that the contents of the above Affidavit are true to my knowledge and nothing has been
concealed there and that no part of it is false.

DEPONENT

Verified atthis.....day of

APPENDIX-II

Form-1

FINANCIAL PROPOSAL

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.

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 120 (One hundred and twenty) 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-II

Form-2

FINANCIAL PROPOSAL/BID

(To be submitted through online mode only)

Price Proposal for Engagement of Consultant for the Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA.

RFP Inviting Authority: Executive Engineer (HCD-_____)				
SCHEDULE OF WORK				
S.NO.	Item Description/Item (s)	No. of Qty	Unit	Cost in INR (In figure)
1	Providing Consultancy Service for Preparation of a Comprehensive Management Plan and Feasible Network Design for the Supply of Treated Water to Park/ Greens located at various locations within NCT of Delhi under the Jurisdiction of Horticulture Department, DDA by identify the current water demand and the availability of treated water, design a sustainable network for supplying treated water to various park, developing a plan to capture raw sewage, treat it via STPs (including all aspects of design), and supply treated water for irrigation, etc. including preparation complete Detailed Project Reports (DPRs) that includes all designs, drawings, estimates, etc.; preparing tender documents required for implementation; providing supervisory services, monitoring, quality assurance and control, proof checking during the implementation and providing monitoring and reporting issued during defect liability period, complete as per direction of Engineer-in-charge.	1	Job	

Note:

1. The financial evaluation shall be based on the above Financial Proposal. ~~The total in item (i) shall, therefore be the amount for purpose of evaluation.~~
2. **The fees quoted above are inclusive of Goods & Service Tax (GST), and other taxes, cess, levies, surcharge 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

Signature

Authorized Representative

Annexure-X

LIST OF PARKS

List of Parks with indicative details of availability, deficiencies and potential source of treated water/ raw sewage.

(Note: Please note that the details are only indicative and does not absolve the applicant from performing the mandate under TOR of the RFP)