

DELHI JAL BOARD: DELHI SARKAR
OFFICE OF THE EXECUTIVE ENGINEER(C) DR-XV
JAL SADAN ANNEXE: LAJPAT NAGAR, NEW DELHI-34
Mail id: eecdr15.djb@gmail.com

NIT No. 06/ EE (C) DR – XV (2026-27)

On behalf of Delhi Jal Board, EE(C)DR-XV invites online bids in two bid system (Part A- Technical bid and Part B- Financial bid as per RFP) are invited for Empanelled Transaction advisor under the Department of Economic Affairs, Ministry of Finance, GOI for PPP Projects (As Annexure-1 in RFP) issued vide no. 2/3/2021-PPP, Dated 05/02/2026, who fulfil the eligibility criteria as given in this RFP, and having well established office in Delhi/Delhi NCR, for Transaction Advisory Services for supply and treatment of treated effluent from Pappankalan STP to nearby Parks, water bodies and other beneficiaries as given in RFP. Selection of consultants will be done on Quality and Cost Based Selection (QCBS) 70:30 method.

Last date and time for tender download	18.09.2026 up to 3:00 P.M.
Last date and time for online submission of tender	18.09.2026 up to 3:00 P.M.
Date and time for opening of Part A (Technical Proposal)	18.09.2026 at 3:30 P.M.
Date / time for opening of Part B (Financial Proposal)	Will be notified.

SR No.	Name of Work	Estimated Contract Value (ECV)/ Amount put to tender (Rs.)	EMD (Rs.)	Completion Period	Non-refundable Tender Fee (Rs.)	Validity of tender
1.	Transaction Advisory Services for supply of treated effluent from Pappankalan STP to nearby Parks, waterbodies and other beneficiaries	Lumsum	4,19,000/-	4 Months	1500/-	180 days as reckoned from the last date of online Submission of bids Including extensions, if any

- The validity of the tender is 180 days from the last date of receipt of tenders. NIT along with all the terms & conditions is available on Delhi Govt. Web Site <https://govtprocurement.delhi.gov.in>. Agencies may contact the office of EE (C)DR-XV for additional information/any clarification.
- Any future amendment/ Corrigendum made in this NIT can only be seen on website <http://govtprocurement.delhi.govt.in>
- Provision of GST Act 2017 shall have the superseding effect over all earlier taxes like VAT/WCT/Service Tax/other like taxes as contemplated in the Act. Accordingly, the terms VAT/WCT/Service Tax etc. appearing anywhere in the bid document may be read as the applicable tax under the GST Act 2017.

4. Success full bidders shall comply with The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (EPF & MP Act.1952), along with other labour laws.
5. The work includes various activities which are to be taken up simultaneously for there should be arrangement for sufficient labour and T&P.
6. Tender Fee should be deposited to Allahabad Bank through this link https://services.sabpaisa.in/pages/demo/djboard.html#ChildVerticalTab_12 at Allahabad Bank Copernicus Marg New Delhi through bidder's Banker.
7. Further one set of hard copies of technical bid shall be submitted by the bidder to the division on the following day of submission of the bid.
8. Tender fee is non-refundable.
9. The rate quoted by the bidder shall be inclusive of all taxes.
10. The details of the tender can be seen on web-site (<https://govtprocurement.delhi.gov.in>) or from the office of the undersigned which will be available on the web site till expiry of Last date and time for online submission of tender. Any modification /corrigendum shall be displayed on the above mentioned Website only.
11. Agency which is excavating must use the (call before you dig) CBuD mobile application before commencing any excavating on public land/ roads in the state.

EXECUTIVE ENGINEER (C)DR-XV

No. : DJB/E.E (C)DR-XV/2026/

Dated: -

Copy to:-

1. PS to Chairman/Vice-Chairman DJB
2. P.S. to CEO/Mem(A)/Mem(F) /CEN(Water) /CEN(Dr)/ CVO: for kind information.
3. C.E.(DR)Projects-I/II, C.E.(Water)Projects-I/II, CE(SDW),CE(Plg) /CE(WW): -do-
4. Dir. (F&A)/DOV: -do-
5. S.E(C)-6 : -do-
6. Jt. Dir.(F&A)II/ Dy. Dir(F&A)-II/Sr.AO(C)DR-XV/AAO (C)DR-XV: -do-
7. EE(Plg.)DR, EE/(C)DR-I,II,III,VI,IX.X,XI,XII,EE(E&M)WC-II.
8. EE (EDP) to publish on DJB Website.
9. All AE/ASO-I(C)-DR-XV/Tender Clerk for displaying on Notice Board.
- 10.D/M to put up the justification with help of AE(C)DR-XV
- 11.Contractors welfare Association (Regd.) 20, FF, LSC, BQ Block, DDA Market, Shalimar Bagh,Delhi– 88. djbcwa@gmail.com
- 12.Contractors Welfare Association, WZ-485, 10B/1st Floor, BasaiDarapur, New Delhi-110055.
- 13.Manager, Allahabad Bank, Copernicus Marg, New Delhi
- 14.Office Copy/Tender File/Notice Board

EXECUTIVE ENGINEER (C)DR-XV

SECTION – I ADDITIONAL INFORMATION OF NIT

subject:- Transaction Advisory Services for supply of treated effluent from Pappankalan STP to nearby Parks, waterbodies and other beneficiaries

The bidder must be fully conversant with the documents to form part of contract agreement i.e. Instructions to bidders, Clauses of RFP. The bidder shall submit the offer under two bid system i.e. Bid part - A (Technical) & bid Part - B (Financial).

Bid part- A should contain scanned documents giving details of Non-refundable tender fee, Earnest Money and Eligibility Criteria.

1. The Delhi Jal Board hereafter referred to as “The Board” will receive tenders for the work mentioned in NIT.
2. Part-1 OF EMD: Rs.4,19,000/-(Four Lakh Nineteen Thousand only) Bidder shall submit the EMD amount electronically on or before the last date & time of bid submission in DJB EMD account through online “For DJB Tender Fees & EMD” on DJB web Portal (<https://services.sabpaisa.in/pages/demo/djboard.html>). This link is attached with DJB account at Allahabad Bank, Baroda House, Copernicus Marg Branch, and New Delhi. The EMD/ tender Fee will not be accepted if it is not deposited online on said link. The EMD/ tender Fee deposited elsewhere bid will not be considered and rejected.
3. Bidder shall submit the Tender Fees amount electronically on or before the last date & time of bid submission through this link <https://services.sabpaisa.in/pages/demo/djboard.html> at Bidder’s bankers.

Bidder must upload the scanned copy of RTGS customer payment confirmation along with the Technical Bid before the bid closing date. Bids submitted without the exact amount of EMD and as per requirements prescribed above shall be liable for rejection without any further notice. For any further assistance, the bidder may be advised to contact, Manager/ Sr. Manager/Representative, through CS email id tender@srslive.in, CS Tel. No. 011- 41733223, CS contact 1st point of contact- Nishant Jha (9599627266).

a) For any further assistance, the bidder may be advised to contact, Manager/ Sr. Manager/Representative, through CS email id tender@srslive.in, CS Tel. No. 011- 41733223, CS contact 1st point of contact- Nishant Jha (9599627266).

b) Bidder must upload the scanned copy of e-receipt clearly mentioned the transaction ID customer payment confirmation along with the Bid, before the date and time of closing of the bids.

5. The tenderer shall submit the offer under two bid system i.e. Bid Part-A (Technical) & Part-B (Financial Bid)

A. Forfeiture of earnest money

- a) The forfeiture of earnest money shall be done as per the General condition of contract.
- b) If the contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the department automatically without any notice.

- c) If there is any discrepancy/mislead information found in the submitted Performance Guarantee, the earnest money is absolutely forfeited to the department automatically
 - d) In case of forfeiture of earnest money as prescribed in paragraph 1) and 2) above, the bidder shall not be allowed to participate in the re-tendering process of the work.
1. *Bidder shall submit Financial Bid (Part-B) of the tender online only in prescribed format.*
 2. Tenders/Bid will be received only online on the above scheduled date and time and also submit the 2 **Numbers of hard copy (One original+ One copy)** of the technical bid within 48 **hours from the last date and time of online Submission** of tender as mentioned in NIT. If any of the above dates happens to be holiday, the next working day will be considered for all purposes. Conditional tender shall not be considered.
 3. Tender shall be valid for 180 days from the last date of submission of tender. The DJB reserves the right to reject any or all tenders without assigning any reason.
 4. Justified cost: "In cases where the quoted L-1 rates are below more than 25% of the justified cost, the Additional Performance Bank Guarantee will be 25% of the quoted rates below 25%. However, it may be upto maximum of 10% of the value of the contract including Additional PBG for the projects costing above Rs. 5 crores. However, works upto value of Rs. 5 crore, the existing circular dated 21.04.2022 will remain applicable to ensure proper and timely execution of works and also to discourage non-serious bidders. The PBG may be accepted in the form of bank guarantee or other acceptable form as per existing CPWD guidelines and must be submitted by the L-1 firm within the time period prescribed for performance guarantee. In the cases where rates are exceptionally below, the Engineer-in-charge and his supervisory officers will strictly monitor the execution of such works."

B. Performance Guarantee

1. The Bidder by submitting its Bids pursuant to this RFP, shall deemed to have acknowledged that, without prejudice to DJB's any other right or remedy here under or in law or otherwise, its Performance Guarantee shall be forfeited to DJB under the following conditions:
 - a. If a Bidder engages in any of the Prohibited Practices specified in RFP.
 - b. If the Bidder is found to have a Conflict of Interest as specified in RFP and
 - c. If the Selected Bidder commits a breach of the Agreement.
2. An amount equal to 10% (ten percent) of the awarded price shall be deemed to be the Performance Guarantee, which may be forfeited and appropriated in accordance with the provisions hereof.
3. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the Selected Bidder fails to deposit the said Performance Guarantee within the period specified in the letter of acceptance including the extended period if any, the Earnest Money shall be forfeited automatically without any notice to the Bidder. The Performance Guarantee shall be returned to the Selected Bidder after successful completion of the work duly recorded by DJB.

The following documents must be submitted along with the bid:

1. Scanned Copy of RTGS / NEFT customer payments confirmation of Non-refundable Tender Fee & earnest money and Bank Guarantee must be uploaded with the bid before the specified last date and time of submission of the bids.
2. Scanned copy of Formats of Annual Average Turnover for last 3 Financial Years.
3. The non-refundable tender fee, paid separately following the same procedure as mentioned against part1 of EMD.
4. Scanned copies of Company's MOU, Partnership Deed, and ownership deed/sole proprietorship/power of attorney as applicable.
5. Scanned copy of J.V. Agreement, if applicable.
6. Scanned copies of power of attorney authorizing the signatory of the bid.
7. Scanned copies of any other incidental documents that DJB may specify.
8. Scanned copy of GSTN Number and its latest return receipt as issued by GST Department.
9. Scanned copy of Notarized affidavit on non-judicial stamp paper of Rs. 100/- for Following:
 - a. Acceptance of all terms and conditions of NIT/Tender Document.
 - b. Employment of their close relatives in DJB which may include the relatives in Blood, Uncles (paternal or maternal), cousins (Paternal or maternal), Father, Mother, son, Daughter, Mother-in-law, Brother-in-law, Sister-in-Law, Nephew and Niece etc. (This list is not exhaustive).
 - c. I/we have gone through the NIT/Tender Document Conditions i.e. Instructions to bidders, General conditions of contract, Eligibility Criteria, Technical Specification, Model Rules, CPWD Contractor's Labors Regulation, Special Conditions/execution of work etc. We further confirm of having full knowledge that the above conditions are to form a part of the contract agreement executed with the successful contractor.
 - d. Correctness of Scanned copies of all the documents including all Annexure , Formats and Decelerations are as per tender conditions.
 - e. Hard copies of Technical Proposal Part-A is the same copies of documents submitted by us during online bidding system. No additional papers have been submitted in hard copies, other than those documents submitted during online bidding". If there is any discrepancy between hard copies and soft copies submitted by bidder during online bidding, document during online bidding shall be final and binding.
 - f. The bidder has not been Debarred/blacklisted as on last date of submission of bid.
10. Scanned copy of any litigation or arbitration resulting from contract by him as per NIT/Tender Document on company letter head.

Note:

1. **All Documents must be scanned from original and only legible readable copies to be uploaded.**
 2. **All the Documents must be notarized with stamp, number and name of the notary.**
- id will be treated as rejected in case of failing to submit any of the above mentioned**



Request for Proposal (RFP) for “Transaction Advisory Services for supply of treated effluent from Pappankalan STP to nearby Parks, waterbodies and other beneficiaries”

EXECUTIVE ENGINEER (C) DR-XV DELHI JAL BOARD

Annexe Building, Jal Sadan ,

Lajpat Nagar,

New Delhi-110024

E-mail: eecdr15.djb@gmail.com

Disclaimer

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority (Delhi Jal Board) 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 or an offer by the Delhi Jal Board, herein after referred as Authority, to the prospective Applicants or any other person. The purpose of this RFP is to provide information to interested firms that may be useful to them in the formulation of their Bids 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 may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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 Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this 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 Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, 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 Bid. 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 Bid, regardless of the conduct or outcome of the Selection Process.

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INTRODUCTION

1.1 Background

Delhi Jal Board (DJB) under the Government of NCT of Delhi was established for planning, development, operation and maintenance of water supply and wastewater infrastructure facilities within the NCT of Delhi. As part of its efforts to promote sustainable water resource management, improve wastewater treatment, enhance reuse of reclaimed water and reduce dependence on potable water and groundwater resources, DJB has drafted the following policy and regulatory instruments for promoting the use of reclaimed water in Delhi:

- Draft Delhi Policy on Reclaimed Water (July 2026)
- Draft Delhi Jal Board (Promotion of the Use of Reclaimed Water) Regulation, 2026.

In this context, DJB intends to develop a 10 MGD Sewage Treatment Plant (STP) and Reclaimed Water Reuse Project at Pappankalan, Delhi through private sector participation under a Public Private Partnership (PPP) framework. Accordingly, DJB invites proposals for providing **“Transaction Advisory Services for supply of treated effluent from Pappankalan STP to near by Parks, waterbodies and other beneficiaries.”**

1.2 Requests for Proposal

The Authority (Delhi Jal Board) invites proposals from consultancy firms (the **“Proposals”**) for selection of a consultancy firm (the **“Consultant”**) who shall assist the Authority as per the scope of work specified in the TOR (collectively the **“Consultancy”**). The Authority intends to select the Consultant by inviting open tender through Quality cum Cost Basiscontract in accordance with the procedure set out herein and from the bidders who fulfil the eligibility criteria and proposal submission requirements specified in this RFP. The Consultant shall ensure that relevant assessments, and suggestions under this assignment are consistent with and aligned to the objectives and provisions of the Draft Policy on Reclaimed Water (July 2026) and the Draft Delhi Jal Board (Promotion of the Use of Reclaimed Water) Regulation, 2026, including any revisions, updates or final versions issued by DJB/GNCTD during the course of the assignment.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Bid Conference on the date and time specified in Clause 1.8.

1.4 Availability of RFP Document

RFP document has been uploaded on DJB website. The agencies may obtain the RFP document from the office of Executive Engineer (C)DR-XV on the working days or also may download from Delhi Jal Board website www.delhijalboard.nic.in. Before bidding, the applicants should deposit the requisite tender fees of Rs.1500/- in favour of Delhi Jal Board to be deposited through RTGS/NEFT to Allahabad Bank through this link https://services.sabpaisa.in/pages/demo/djboard.html#ChildVerticalTab_12 at Allahabad Bank Copernicus Marg New Delhi through bidder's Banker. and its proof to be attached in technical bid.

Bidder shall submit the EMD amount of Rs.4,19,000/- electronically and separately for each bid which bidder intends to bid on or before the last date & time of bid submission as mentioned in NIT . While submitting EMD Bidder must mention Name of Work, Name of Division, closing date & time of tender and Bidder's Name and address in the Applicant details column in the RTGS form as shown in the example below:-

DETAILS OF APPLICANT		
A	Account No.	
B	Name	Name of Work, Earnest Money, Name of Division, closing date & time of tender, Bidder's Name
C	Address	Bidder's Address

1.4.1 Bids submitted without EMD and the tender fee as prescribed above shall be liable for rejection.

1.4.2 A copy of the RTGS of the EMD must be submitted along with the proposal

1.5 Validity of the Proposal

The submitted proposal shall be valid for a period of not less than 180 days from the Proposal Due Date ("PDD").

1.6 Brief description of the Selection Process

1.6.1 From the time the technical proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in

the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. The financial proposal shall be opened only after complete evaluation of Technical Proposal.

1.6.2 The Technical Proposal will be evaluated on the basis of their responsiveness to the mandatory requirements of bid submission of RFP i.e. Preparation and Submission of Proposal. A Proposal shall be rejected at this stage if it does not respond to any of the mandatory submissions of the RFP. The bidders have to additionally submit following details as additional details for informing its methodology to the authority:

- (i) Its proposed technical approach and methodology,
- (ii) work plan, and,
- (iii) organization and personnel.

1.6.3 Selection Criteria of Consultant

- a. The successful Consultant will be chosen based on Quality and Cost Based Selection method (QCBS) with Technical and Financial weightages as 70% & 30% respectively, by applying the Technical, Financial and Combined Evaluation criteria specified in the Evaluation Criteria Section for the Proposal Evaluation & Selection Procedure.
- b. The financial bid of the firms who have scored a minimum of 70 Marks during the technical evaluation based on the above criteria will only be opened.

After the checking of responsiveness (as per tentative checklist mentioned under the head of Technical Proposal Page 30 & Clause 3) is completed, the Client shall notify those consultants whose Proposals not qualified, indicating that their Financial Proposals will be returned unopened after completing the selection process. Consultants' attendance at the opening of Financial Proposals is optional. No price adjustment provision on remuneration rates shall be applicable for this project.

1.6.4 Financial Proposals shall be opened publicly in the presence of the Consultant/Consultants' representatives, who are technically qualified and may like to attend on due date and time, as intimated by the Authority. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

1.6.5 Financial Proposals will be reviewed to ensure that these are complete. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount the partial amount shall prevail; (b) in case of words and figures, the words shall prevail.

1.6.6 Consultant/applicant may be invited for contract negotiations. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal in the absence of death or Medclaim capacity. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

1.6.7 The technical negotiations will not alter the Terms of Reference attached to the RFP and the Technical Proposals submitted by the Consultant. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services.”

Special attention will be paid to clearly defining the inputs and facilities required from the Authority/Client to ensure satisfactory implementation of the assignment. The Consultant shall submit negotiated final amount which will be signed by the Client and the Consultant.

1.6.8 Availability of Personnel: The Technical Personnel required for the project may or may not be the permanent employee of the firm. Having selected the Consultant, the Client expects to negotiate a Contract on the basis of the personnel named in the Proposal. Before contract negotiations, the Client will require assurances that the personnel will be actually available. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

1.7 Payment to Consultants

All payments to the Consultant shall be made in INR in accordance with the provisions of RFP.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S.No.	Particulars	Date
1	Last date (deadline) for receipt of technical and financial proposals in response to RFP notice	14.09.2026

2	Time and Date of opening of technical proposals received in response to the RFP notice	14.09.2026
3	Place, Time and Date of Announcing of agencies fulfilling technical criteria and opening of Financial Proposal.	Will be notified.

2. INSTRUCTION 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 the Lead Member of a consortium/association of firms or Joint Venture (JV) comprising not more than two (2) firms. The term Lead Member (the “Lead Member”) shall mean the firm designated as the lead entity of such consortium/association or JV and authorised to represent and bind the other member(s) for the purposes of this RFP.

2.1.2 The term applicant/consultant (the “**Applicant**” or the “**Consultant**”) means the Sole Firm or the JV/Consortium, as the case may be.

2.1.3 Applicants are advised that the selection of Consultant shall be on the basis of decision 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.

2.1.4 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal in the form at Appendix-II.

2.2 Key Personnel

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

Sr. No.	Position	No. of Positions	Responsibilities
1	Team Leader	1	Overall project leadership and coordination; stakeholder consultations; strategic guidance on project development, market assessment, PPP structuring and transaction advisory; review and quality assurance of all

Sr. No.	Position	No. of Positions	Responsibilities
			deliverables; interface with DJB and key stakeholders.
2	Finance Expert	1	Lead financial modelling, project viability assessment, tariff analysis, revenue assessment, bankability analysis, VGF assessment and development of project financing frameworks.
3	Contract or legal expert	1	Preparation of bid documents and draft concession agreement/EPC agreement
4	PPP Procurement Expert	1	Advise on PPP structuring, risk allocation, procurement strategy, preparation of RFQ/RFP documents, concession agreement, bid evaluation framework and transaction management.
5	Wastewater Treatment Expert	1	Lead technical assessment of STP and reclaimed water reuse infrastructure; evaluate treatment technologies, reuse opportunities, conveyance requirements, resource recovery options, technical feasibility; prepare cost estimates.
6	Environment Expert	1	Assess environmental and regulatory requirements, treated wastewater standards, resource recovery opportunities, statutory approvals and environmental compliance obligations.
7	Wastewater Treatment Engineer	2	Support technical assessments, data collection and analysis, reclaimed water demand projections, Designing of reclaimed water network, Pumping station etc., preparation of technical reports and stakeholder consultations.
8	Support Staff	1	Shall be deployed at the DJB office for the duration of the assignment. Provide administrative, coordination and logistical support for the assignment. Coordinate with DJB officials, consultant team for information exchange and project-related activities.

In the case of JV/Consortium, the Team Leader shall be proposed by the Lead Member.

2.3 Conditions of Eligibility of Applicants

Applicants must read carefully the minimum conditions of eligibility (the “**Eligibility criteria**”) provided herein. Proposals of only those Applicants satisfying the eligibility criteria specified below shall be considered for further evaluation.

2.3.1 Eligibility Criteria for the Applicants

Technical

- A. The Consultant (Sole Firm/ Lead Member in case of JV/Consortium) shall have, undertaken a minimum of 2 (two) eligible assignments (either in Infrastructure or Social sector), where either an LOA has been issued to the preferred bidder or the concession agreement has been executed between the identified private partner and the concessioning authority.

‘Eligible Assignment’ above would mean PPP transaction advisory assignments granted by the central/ state/ local government, statutory authority or public sector entity. The eligible sectors for Infrastructure sector shall include - power, dams, bridges, roads, railways, airports, seaports, land ports. The eligible sectors for social sector shall include health, housing, education, waste management, water & sanitation, and urban infrastructure.

Entities/ Consultancy firm presently functioning as PMU / Technical Support Unit at DJB shall not be permitted to participate in this RFP.

- B. The Consultant must have experience in preparation of Detailed Project Reports (DPRs) for at least one project involving reuse of treated wastewater from Sewage Treatment Plants (STPs).

Financial

- A. The Consultant (Sole Firm/ Lead Member in case of JV/Consortium) shall have received a minimum average of INR 400 crore (Rupees Four Hundred crore) per annum, as consultancy and professional fees during last 3 (three) financial years.

Format 1

Information on Average Annual Construction Turnover⁵

{To be printed on the authorised Letterhead of the Bidder or the Lead JV/ Consortium Member, including full postal address, telephone, faxes and e-mail address}

Individual bidder or lead member of a JV (if Applicable) must fill in this form

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount (in INR)		
2025-26			
2024-25			
2023-24			
Average Annual Construction Turnover			

{This format should be certified by the Statutory Auditor of the Bidder / lead member, in case of JV/ consortium}

B. For the avoidance of doubt, consultancy and professional fees hereunder refer to fees received by the Consultant (Sole Firm/ Lead Member in case of JV/Consortium) for providing professional/advisory services to its clients (professional/ advisory services shall not include design and construction supervision consultancy).

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

- a) The first part of the evaluation is the technical bid. The firm is expected to qualify technical bid submission document of Mandatory documents requirements as per RFP, in order to make itself eligible for competing in the financial bid.
- b) The experience and qualification of the Key Personnel required under technical proposal is given as under. These personnel may or may not be the regular employees of the firm, but at the time of putting in the bid, the firm should get confirmation from their intended key personnel on board & submit the same with bid.

S. No.	Position	Qualifications & experience
1	Team Leader	• Minimum Educational Qualification ○ ME/ MS / M.Plan / M. Tech (Civil / Environment/ Urban Planning) or MBA/ PGDM or equivalent • Experience ○ Minimum 15 years' experience in Government Advisory roles ○ Experience of working with GNCTD or any of its

S. No.	Position	Qualifications & experience
		agencies in last 5 years ○ Experience of being a Team Leader for at least 2 (two) 'Eligible Assignments'
2	Finance Expert	• Minimum Educational Qualification ○ CA/ MBA/ PGDM or equivalent • Experience ○ Minimum 15 years' experience in financial advisory for infrastructure projects ○ Experience of working on at least 2 (two) 'Eligible Assignments'
3	Contract and legal expert	• Minimum Educational Qualification ○ Bachelor's degree in law or equivalent degree • Experience ○ The expert should have at least 15 years' legal experience, with demonstrated experience on PPP. • Should have prepared draft concession agreement and contractual documentation
4	PPP procurement Expert	• Minimum Education Qualification ○ Masters in Planning/ MBA or equivalent degree • Experience ○ Minimum 10 years' experience in government advisory for infrastructure projects ○ Experience in PPP procurement/project structuring, preparation of procurement documents & Concession Agreements for at least 2 (two) 'Eligible Assignments'
5	Wastewater Expert	• Minimum Educational Qualification ○ Graduate in Civil Engineering or equivalent degree • Experience ○ Minimum 10 years' experience in water/ wastewater sector ○ Experience of projects related to design/ construction/ commissioning/ Operation & Maintenance/ treatment

S. No.	Position	Qualifications & experience
		technology of wastewater networks, treatment plants (STPs), water supply infrastructure ○ Experience of working on 2 (two) projects in water/ wastewater sector
6	Environment Expert	• Minimum Educational Qualification ○ Master's in Environment Planning/ M.Sc in Environment Science/ Engineering graduate with M.Tech – Environmental Science/Engineering • Experience ○ Minimum 10 years of experience in Government Advisory roles in water & sanitation sector ○ Experience of working on more than 2 (two) 'Eligible Assignments'
7	Wastewater Treatment Engineer	• Minimum Educational Qualification ○ Engineering graduate with ME/ MS / M. Tech or equivalent • Experience ○ Minimum 5 years of experience, in Government Advisory roles in Infrastructure ○ At least 2 years of experience in water/ wastewater sector
8	Support Staff	• Minimum Educational Qualification ○ M.Plan/ M.Tech/ MBA or equivalent • Experience ○ Minimum 2 years of experience in Government Advisory roles in water & sanitation sector

In the case of JV/Consortium, the Team Leader shall be proposed by the Lead Member.

2.3.3 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 proprietor, managing partner or Director (on the Board of Directors) as the Applicant.

2.3.4 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified

forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.4 Conflict of Interest

2.4.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, 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 futurework. 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-2. 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 Associates (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 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% (five per cent) of the subscribed and paid up equity share capital thereof.
- b) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

c) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

d) 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

e) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) 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

f) 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 2.4.3; 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

g) The Applicant, its Member or Associate (or any constituent thereof), 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 Concessionaire, 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 Concessionaire 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 section 4A of the Companies Act 1956. For the purposes

of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

h) 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, or is deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the

“Associate”); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. 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, its Associates, affiliates, 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 3 (three) years from the completion of this assignment or to any 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. For the avoidance of doubt, in the event that: (a) the Process Engineer of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Process Engineer shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.4.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause 2.4.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.5 Submission of Proposals

All the bids have to be submitted in a sealed envelope and mailed to:

***All the bids are to be submitted in the office of
EXECUTIVE ENGINEER (C) DR-XV, Delhi Jal Board,
Annexe Building, Jal Sadan, New Delhi-110024 as per
date & time mentioned in the RFP.***

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 Visit to the Authority and verification of information

Applicants are encouraged to visit the Authority's office and familiarize themselves with available documents, information and site conditions.

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. 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 2.8.1 (b) above;

- d. satisfied itself about all matters, things and information, including matters referred to in Clause herein above, necessary and required for submitting an informed Application and performance of all 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 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 there for.

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

- a. At any time, a material misrepresentation is made or discovered, or
- b. 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

2.10.1 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**
- 2 **Guidance Note on Conflict of Interest**
- 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	Relevant Assignments of Applicant
Form 6	Particulars of Key Personnel with their confirmation to be available for project if selected (mandatory requirement)
Form 7	CVs of Key Professional Personnel

Appendix – II: Financial Proposal

Form A	Financial proposal submission form
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2.11 Clarifications

2.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing via e-mail i.e. eecdr15.djb@gmail.com, before the Pre-Bid Meeting date mentioned in Clause 1.8. The subject of e-mail shall clearly bear the following identification:

“Queries/request for additional information concerning Request for Proposal (RFP) for Transaction Advisory Services for supply of treated effluent from Pappankalan STP to near by Parks, waterbodies and other beneficiaries.”

Authority shall endeavour to respond to the queries received before pre-bid meeting. The Authority will e-mail the reply to all such queries on the Official e-mail ID without identifying the source of queries.

2.11.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 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 PDD), 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 got the RFP document) by e-mail.

2.12.2 All such amendments will be notified on the Official Website along with the revised RFP (if required) containing the amendments and will be binding on all Applicants.

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 bid submission date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.13 Language

The Proposal with all accompanying documents (as per checklist) 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 all 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.

2.14.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person(s) signing the Proposal.

2.14.3 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 limited liability partnership;
or
- c. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d. By the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.14.4 Applicants should note the PDD, as specified in Clause 1.8, 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 bid submission as specified in Clause 2.18. 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.

2.15 Technical Proposal

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

2.15.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that following mandatory documents have been filled and submitted along with the bid:

- a. All forms as per appendix-I i.e. are submitted in the prescribed formats and signed by the prescribed signatories;
- b. power of attorney, if applicable, is executed as per Applicable Laws;
- c. CVs of all Key Personnel recently signed and dated by the respective personnel and countersigned by the Applicant.
- d. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.3.2 of the RFP;
- e. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- g. Key Personnel proposed have good working knowledge of English and Hindi language; and
- h. The proposal is responsive in terms of Clause 2.21.3.

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

2.15.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any

future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.15.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.15.6 The proposed team shall include experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.2 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-8 of Appendix-I.

2.15.7 An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise.

2.15.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.15.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material mis-representation 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 (Letter of award) 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 Selected Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit 100% EMD and process for appropriate action as deemed fit.

2.15.10 The agency shall have to comply with all the relevant labor laws applicable to the agency's employees, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

2.16 Submission of Proposal

The technical proposal shall contain following documents:

2.16.1 Technical proposal containing the following mandatory documents by taking into account all the conditions mentioned in the RFP:

Sl. No.	Description
1	Tender Fee (Rs. 1500/-)
2	EMD through RTGS(Rs.4,19,000/-)
3	Letter of Proposal (Form-1 of Appendix-I)
4	GST registration certificate
5	Copies of completed/ongoing works/awarded works as desired in Eligibility criteria. Relevant Assignments of the Applicant -(Form-5 of Schedule-2)
6	CA Certificate as proof for minimum average revenue per annum as consultancy and professional fees during last 3 (three) financial years.
7	Power of attorney for appointing the lead member (if applicable)
8	Power of attorney for appointing the authorized signatory (if applicable) - (Form-4 of Schedule-2)
9	Affidavit on non-judicial stamp paper of Rs 100/- duly Notarised in original that the participating firms have not been blacklisted or debarred anywhere in India or abroad at the time of RFP release.
10	Copy of the TIN/TAN/PAN as applicable
11	Particulars of the Applicant – (Form-2 of Schedule-2)
12	Statement of Legal Capacity-(Form-3 of Schedule-2)
13	Particulars of Key Personnel-(Form-6 of Schedule-2)
14	Joint Venture agreement or the letter of association or the MoU as the case may be (if applicable)
17	CVs of all Key Personnel recently signed and dated -(Form-8 of Schedule-2)

2.16.2 Technical bid shall be complete as per check list and requirements of RFP.

2.16.3 Submission of Financial Proposal.

Covering letter along with proposal as per Appendix – II Form A.

2.16.4 SEALING AND SUBMISSION OF THE PROPOSAL

The proposal shall be type written. The Completed proposal shall be duly signed on all pages by the authorized signatory. There should be no inter-lineation or overwriting except necessary corrections. Any such correction shall be initiated by the authorized signatory. All the pages should be numbered.

The Consultants are required to submit one original copy of the Technical Proposal and Financial Proposal.

The original and soft copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and soft copy of the Financial Proposal in a separate sealed envelope clearly marked “Financial Proposal”. Both envelopes shall be placed into an outer envelope marked **“Transaction Advisory Services for supply of treated effluent from Pappankalan STP to near by Parks, waterbodies and other beneficiaries”** and sealed. This outer envelope shall also bear the submission address, the name of the consultant with complete address along with e- mail. The completed Technical and Financial Proposal must be delivered at the submission address on or before the due time and date. Any Proposal received after the closing time for submission of proposals mentioned in the data sheet shall be returned unopened. Proposals submitted by Telex/Telegraph/Fax/email shall not be considered. The Client will not be responsible for any delay or loss in transit of any proposal submitted by the Consultants.

2.16.5 The offer of consultant shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted on or before date as specified in RFP at Clause 1.8

2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.12 uniformly for all Applicants.

2.18 Proposal Submission

The completed Technical Proposal must be **submitted physically in sealed cover** on or before the specified date and time of bid submission, given in Clause 1.8. Proposals submitted by fax, telex, telegram or e- mail shall not be entertained.

2.19 Modification/ substitution of Proposals

Modifications to submission can be done by over-riding the earlier submission, prior to the PDD.

2.20 Earnest Money

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 Earnest Money, if available, shall be forfeited

- a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- b) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.4; and
- c) If the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposal

2.21.1 The Authority shall open the Technical Proposals on the PDD, as specified in Clause 1.8.

2.21.2 The Technical Proposal shall be opened and Financial Proposal shall be held in safe custody by the authority and shall be opened after complete checking of technical bid.

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. The Technical Proposal is received in the forms specified at Appendix-I & other clauses as mentioned in the RFP;
- b. It is received by the PDD including any extension thereof pursuant to Clause 2.17;
- c. It is accompanied by the Power of Attorney if required as specified in Clause 2.3.4;
- d. It contains all the information (complete in all respects) as requested in the RFP;
- e. It does not contain any condition or qualification; and

2.21.4 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.

2.21.5 The Authority shall evaluate the Technical Proposals of responsive bidders in accordance with the evaluation criteria specified under Section 3.

2.21.6 Only bidders obtaining a minimum technical score of 70 marks shall be considered technically qualified.

2.21.7 Financial Proposals of only technically qualified bidders shall be opened.

2.21.8 The final selection shall be carried out under the Quality and Cost Based Selection (QCBS) method, with 70% weightage assigned to the Technical Proposal and 30% weightage assigned to the Financial Proposal.

2.21.9 The bidder obtaining the highest combined score shall be declared the Selected Bidder.

2.21.10 The Authority shall subsequently examine and check responsive Proposals in accordance

with the Selection Process specified at Clause 1.6 of this RFP.

2.21.11 After the evaluation of technical responsiveness, the Authority shall prepare a list of qualified Applicants. A date, time and venue for opening of financial bid will be notified to all the qualified Applicants.

2.21.12 Applicants are informed that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.13 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.

2.22 Confidentiality

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

2.23 Clarifications

2.23.1 To facilitate checking/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.

2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 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

2.24 Negotiations

2.24.1 The negotiations will be as per clause 1.6.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found to possess the required qualifications and experience then the bid shall be rejected.

2.24.3 The Authority will examine the CVs of all Sub-Consultants/ Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Experts as the ranking of the Applicant is based on the evaluation of the Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26 Award of Consultancy and Execution

After selection, a Letter of Award (the “LOA”) shall be issued, by the Authority to the Selected Applicant.

2.27 Execution of Agreement

After issue of LOA as aforesaid to the Selected Applicant, it shall execute the Agreement within the scope and period prescribed in Schedule-I (TOR). The Selected Applicant shall not be entitled to seek any deviation in scope as per the Agreement.

2.28 Commencement of Assignment

The Consultant shall commence the Consultancy within fifteen days of the date of the signing of the Agreement. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the earnest money shall be forfeited. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

2.29 Proprietary data

Subject to the provisions of Clause 2.22, 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, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. Evaluation Criteria

Technical Proposal shall be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Method of Selection would be Quality cum Cost Basis. The bidder will have to secure a minimum of 70% in technical evaluation to qualify for opening of financial proposals. The weightages for technical and financial evaluation would be 70:30.

Scoring criteria for the technical evaluation of the bidders shall be as follows:

S. No.	Criteria/ Sub criteria	Max Marks
i)	Financial capacity of the bidder	
	The Applicant (Sole Firm/ Lead Member in case of JV/Consortium) should have minimum average annual turnover from the consultancy services of Rs. 400 Crore in past three financial years (FY 23-24, 24-25 and 25-26) Rs. 400 Crore or more to less than Rs.800 Crore – 5 Marks Copies of Certified/ audited financial statements / CA Certificate needs to be submitted.	5 marks
	Rs. 800 Crore or more – 10 Marks	10 Marks

S. No.	Criteria/ Sub criteria	Max Marks
	Copies of Certified/ audited financial statements / CA Certificate needs to be submitted.	
ii)	Specific experience of the consultant firm relevant to the assignment / job Ongoing assignments that have completed one year (from the date of agreement) shall be considered as eligible assignments for evaluation. Eligible Assignment above would mean PPP transaction advisory assignments granted by the central/ state/ local government, statutory authority or public sector entity. The eligible sectors for Infrastructure sector shall include - power, dams, bridges, roads, railways, airports, seaports, land ports. The eligible sectors for Social sector shall include health, housing, education, waste management, water & sanitation, and urban infrastructure.	
a)	The Consultant (Sole Firm/ Lead Member in case of JV/Consortium) shall have, experience of providing transaction advisory services/ support for PPP projects in India where either an LOI has been issued to the preferred bidder or the concession agreement has been executed between the identified private partner and the concessioning authority for PPP projects in infrastructure and social sector for Government Clients in India in the last 10 years from the date of issue of RFP 5 marks for one assignment 8 marks for two assignments 10 marks for three assignments Supporting documents to be submitted - Work Order/ Contract Agreement or Completion Certificate	10 marks
b)	The Consultant (Sole Firm/ Lead Member in case of JV/Consortium) must have experience of assisting Central/state governments directly for successfully obtaining at least in-principal approval for 'Viability Gap Funding' from DEA, Ministry of Finance, under VGF scheme for projects on PPP in Eligible Assignments in the last 15 years from the date of issue of RfP – Infrastructure and Social Sector	15marks

S. No.	Criteria/ Sub criteria	Max Marks
	5 marks for one project 8 marks for two projects 10 marks for three projects Additional 5 marks if one of the above projects pertains to water supply/wastewater treatment Supporting documents to be submitted - Work Order/ Contract Agreement and proof of in-principle approval of VGF	
c)	The Consultant must have experience in preparation of Detailed Project Reports (DPRs) for projects involving reuse of treated wastewater/ reclaimed water from Sewage Treatment Plants (STPs). 5 marks for one project 10 marks for two projects or more Supporting documents to be submitted - Work order/ contract agreement, completion certificate	10 marks
iii)	Understanding of the Assignment	
a)	I. Understanding of ToR – (30%) • Understanding the assignment • Organizing and staffing plan: The structure and composition of team, including the list and staffing plan of the personnel II. Technical Approach, Methodology (A&M) – (50%) • Understanding of the assignment, Technical Approach, Methodology, Innovation III. Work Plan – (20%) • Outline the plan for the implementation of the activities/tasks of the assignment, • Duration, phasing milestones and tentative delivery dates of the reports.	20 marks
iv)	Qualification & competency of proposed team members Evaluation of profiles will be based on following parameters:	35 marks

S. No.	Criteria/ Sub criteria	Max Marks
	Educational qualification -20%, Experience specific to project requirement -80%	
1	Team Leader	8 marks
2	Finance Expert	6 marks
3	Contract or legal Expert	6 marks
4	PPP Procurement Expert	4 marks
5	Wastewater Expert	4 marks
6	Environment Expert	4 marks
7	Wastewater Treatment Engineer	3 marks
8	Support Staff	-
	Total	100 marks

For the purpose of evaluation and scoring, Financial capacity of the bidder and project specific experience should be fulfilled only by the DEA-empanelled TA firm (The “Applicant”).

“CHECKLIST” given hereunder is the Tentative for the bidder who has to complete the table referring page no. along with the technical bid.

CHECKLIST

S. No.	Description	Page no. of technical bid.	Ref.
1	Letter of Proposal (Form-1 of Appendix-I)		
2	Bid Security/EMD through RTGS (Rs.4,19,000/-)		
3	Tender Fee (Rs.1500/-)		
4	GST registration certificate		
5	Copies of completed/ongoing works/awarded works as desired in Eligibility criteria. Relevant Assignments of the Applicant -(Form-6 of Schedule-2)		

6	Proof of Positive net worth in each of last three years	
7	Power of attorney for appointing the lead member (if applicable) - (Form-5 of Schedule-2)	
8	Power of attorney for appointing the authorized signatory (if applicable) -(Form-4 of Schedule-2)	
9	Affidavit on non-judicial stamp paper of Rs 100/- duly Notarised in original that the participating firms have not been blacklisted or debarred anywhere in India or abroad.	
10	Copy of the TIN/TAN/PAN as applicable	
11	Particulars of the Applicant – (Form-2 of Schedule-2)	
12	Statement of Legal Capacity-(Form-3 of Schedule-2)	
13	Particulars of Key Personnel-(Form-7 of Schedule-2)	
14	Joint Venture agreement or the letter of association or the MoUD as the case may be (if applicable)	
15	The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP; -(Form-8 of Schedule-2) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished.	

Submission of Financial Proposal

S.N.	Description	Check
1	Covering letter along with proposal as per Appendix – II Form A	

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 Performance Security, if available, 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 Clause, 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 there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(B) **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(C) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(D) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(E) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

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

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.

5.3 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.

5.4 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.

5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

5.6 Key personnel are expected to attend all meetings.

SCHEDULE – 1

Terms of Reference (TOR)

1. Background

Delhi Jal Board (DJB), the nodal agency responsible for water supply and wastewater management in the National Capital Territory of Delhi, is undertaking initiatives to enhance wastewater treatment, resource recovery and reuse of reclaimed water in line with sustainable water management objectives. To facilitate private sector participation in development of reclaimed water infrastructure, DJB intends to engage a Consultant for providing **“Transaction Advisory Services for supply of treated effluent from Pappankalan STP to nearby Parks, waterbodies and other beneficiaries”**

2. Objectives

The objective of the assignment is to assess the technical, commercial and financial viability of supply of treated effluent from Pappankalan STP to near by Parks, waterbodies and other beneficiaries. The assignment shall include assessment of wastewater generation and reuse potential, identification of suitable end-users and demand centres, evaluation of treatment and conveyance alternatives, assessment of resource recovery opportunities, development of commercially sustainable revenue models, preparation of a Detailed Project Report (DPR), structuring of the project under an appropriate framework (PPP/EPC model), exploring Viability Gap Funding (VGF) options, preparation of bid documents and providing transaction support up to selection of the preferred bidder and execution of agreement.

DETAILED SCOPE OF WORK

Task 1 – Preparation of Inception and Preliminary Feasibility Report

i. Inception

- Evaluation of the strategic objectives of the Authority in relation to the project and advising on the approach to be adopted as part of the project.
- Review project-related documents, reports, studies, policies, plans, data, and other relevant information available with the concerned Government Departments.
- Identification of key stakeholders and preparation of a stakeholder consultation and engagement strategy for the assignment.

ii. Water Availability and STP Assessment

- Desktop assessment of existing STPs, installed capacities, actual utilization, treatment performance, reclaimed water availability, compliance status, asset condition and potential for augmentation or tertiary treatment.
- Estimate current and future wastewater generation (within the area prescribed under this RFP)

iii. Water Quality and End-Use Suitability Assessment

- Evaluate treated effluent quality against CPCB/SPCB norms and end-use requirements for industries, power plants, construction, landscaping, agriculture, municipal reuse, aquaculture, commercial use, environmental applications among others.
- Identify treatment gaps and additional quality requirements.

iv. Stakeholder Consultation

- Conduct consultations with DMA, ULBs, industries, power plants, industrial parks, utilities, regulators, prospective beneficiaries, EPC contractors, developers, operators, investors, lenders, infrastructure funds, financial institutions and development partners, as applicable to the proposed project implementation model, to assess demand, technical requirements, project structuring considerations and market interest.
- Develop the understanding of the key requirements (Government/policy support) from the stakeholders to avail the reclaimed water use.

v. Market assessment

- Undertake a secondary assessment of existing and potential reclaimed water markets based on available reports, studies, departmental records, planning

documents, stakeholder consultations and data obtained from relevant Government Departments, utilities, regulatory agencies and other institutions.

- Categorize users based on demand size, quality requirements, willingness to pay, proximity to STP(s), and suitability as anchor customers based on quantitative data and stakeholder consultations with support from DJB.

vi. Demand Assessment

- Map reclaimed water availability against demand centres (within 10 km radius of the STP). Identify priority reuse corridors and cluster-based opportunities.

vii. Infrastructure creation/Augmentation assessment to meet the demand

- Assess the physical infrastructure requirement to meet the demand and supply gap. The assessment will include but not limited to assessment of distance between STPs and users, potential transmission corridors, requirements for tertiary treatment, storage facilities, intermediate reservoirs, pumping stations, transmission pipelines, distribution networks, metering, SCADA, monitoring systems and balancing infrastructure.

viii. Policy and Regulatory assessment

- To ensure the demand for making the project feasible, suggest key policy imperatives that DJB needs to implement.

Task 2 – Preparation of Detailed Project Report and Bid Documents

The Consultant shall undertake the preparation of a comprehensive Detailed Project Report (DPR) and bid documents for the identified project.

- a. The DPR shall cover the infrastructure and systems required for utilization of reclaimed water from the STPs commencing from the secondary reclaimed water outlet of the STP up to the end user interface, including assessment of tertiary treatment facilities, storage systems, pumping stations, conveyance infrastructure, transmission and distribution networks, metering, monitoring and associated infrastructure required for reclaimed water reuse. It shall include the following subtasks:

i. Project Identification, Prioritization and Packaging

- Assessment of wastewater availability and demand, identification of end users and off take arrangement.
- Identify viable project packages such as STP upgrades with tertiary treatment, industrial reuse systems, regional treated water grids, power plant reuse schemes and cluster-based reuse projects.

ii. Technical Structuring

- Topographical survey of the area
- Identified based on end use requirements, the necessary tertiary treatment processes, storage systems, transmission and distribution arrangements, SCADA, metering, and monitoring requirements.
- Identification and description of the proposed project components, including treatment facilities, tertiary treatment requirements, transmission systems, storage facilities, pumping infrastructure, distribution networks, metering, monitoring and associated infrastructure.
- Assessment of land requirements, site suitability, utility requirements and implementation constraints.
- Establish the design basis and technical configuration for the proposed facilities, including treatment capacity, treatment process, reuse infrastructure and associated systems.
- Assess alternative technical configurations and recommend the preferred option based on technical suitability, lifecycle costs and ease of implementation.
- Identify utility requirements including power supply, water supply, chemical storage, communication systems and associated infrastructure.
- Prepare preliminary layouts for treatment facilities, storage infrastructure, pumping stations and associated project components.
- Prepare cost estimates in detail (CAPEX and OPEX) of key project components and Bill of Materials (BOM) as per the format of DJB, detailed hydraulic design of the network, required for development of the proposed facilities, including civil works, Electro-Mechanical (E&M) Works, treatment infrastructure, conveyance systems, storage facilities, pumping infrastructure and associated assets.
- Preparation of justification of estimated/ suggested cost(s)
- Determination of project capacities, implementation phasing and development strategy.

iii. Feasibility and Structuring

- Study all incentives provided by state and central agencies in development, maintenance, and operations of project facilities.
- Define revenue arrangements, payment mechanisms, off-take agreements, tariff principles, concession periods, and incentive frameworks.

- Develop various tariff scenarios based on analysis of the proposed catchment area, user affordability analysis, sensitivity analysis and revenue sustainability assessment.
- Formulate innovative structures to enable the operator to maximize returns from the project and Authority. Develop Financial Model to capture various scenarios for the cost and revenue streams, to ascertain the financial viability of the project.
- Recommend an appropriate PPP and concession structure for the Project, including risk allocation principles, roles and responsibilities of parties, contractual framework and implementation arrangements.
- Undertake assessment of project viability under various funding scenarios and determine the requirement, quantum and structure of Viability Gap Funding (VGF) and other Government support mechanisms, if any, required for implementation of the Project.
- Presentation to Authority for finalizing the project structure, Minimum Development Obligations & implementation plan and project framework for the development of identified projects at identified locations.

iv. Performance Standards

- Define service levels, water quality standards, reliability requirements, monitoring mechanisms, and KPIs
- Incorporate appropriate strategies and measures for resource management, operational efficiency, environmental sustainability, waste and by-product management, and compliance with applicable environmental laws, regulations and standards.

- b.** Upon submission and review of the DPR and associated studies, the Authority shall determine the appropriate project implementation model, i.e. EPC or PPP. Based on the implementation model approved by the Authority, the Consultant shall undertake the preparation of corresponding bid process, procurement and transaction documents and provide requisite advisory support for project procurement and award.

The Consultant shall prepare all relevant bid and transaction documents, including but not limited to the Project Information Memorandum (PIM), Request for Qualification (RFQ), Request for Proposal (RFP), Draft Concession Agreement/EPC Agreement, as applicable to the approved project structure.

Task 3 (a) In case of PPP model

i. VGF and Funding Assessment

- Estimate viability gaps, assess requirements for VGF support, evaluate grant/debt/PPP funding options, blended finance structures and payment support mechanisms.
- Review of DEA's VGF guidelines.
- Draft Proposals to be made under this scheme for providing Viability gap funding, with the objective of making the PPP project commercially viable.
- Support DJB in preparing the VGF application process for obtaining the In Principal Approval for the potential Grant.

Task 3 (b) In case of EPC model

i. Finalization of Procurement Strategy

- Recommend the appropriate EPC packaging strategy, implementation phasing and contracting approach.
- Recommend eligibility criteria, qualification requirements and bid evaluation methodology for EPC procurement.
- Develop procurement timelines and bid process schedule.

Task 4: Bid Process Management

i. Market Sounding

- Marketing and Contacting Prospective Bidders: Carry out requisite marketing exercise to elicit adequate response from operators and other interested parties
- Coordinate with the respective interested bidders for arranging site visits as may be required.
- Prepare and give presentation(s) during pre-bid or other meetings with prospective bidders, anchor the meetings and explain the merits of the project and features of tender document in each such pre-bid meeting for the prospective bidders.
- Prepare and compile the replies of the queries of Bidders in such pre-bid meetings or otherwise sent through emails or post and make suggestions to Authority against each such query.

ii. Bid Process Management Support

- The Consultant shall provide transaction support until selection of the preferred bidder and execution of the Concession Agreement/ EPC Agreement. The Consultant shall:
 - a. Draft addenda and corrigenda, if required.

- b. Evaluation of technical and financial bids.
- c. Prepare bid evaluation reports.
- d. Assist in selection of preferred bidder.
- e. Support issuance of Letter of Award (LoA).

iii. Contract Award Support

- The Consultant shall assist the Authority in the finalization, award and execution of the Agreement under the approved implementation model, whether through Public Private Partnership (PPP) or EPC structure approved by the Authority.

List of activities to be excluded from the scope of services of the transaction advisor:

- i Biometric survey
- ii Assessment/survey/audit of existing sewerage infrastructure up to and including STP
- iii Any Market Survey
- iv Environmental clearances and the associated process
- v Cost associated with collection of Data/ approvals from Government/ Private Entity
- vi Construction supervision and quality assurance
- vii Legal advisory services
- viii Any other activity that is not within the competency of the Consultant

3.3 Duration: Total duration of the project is 16 weeks after award of work (This excludes the time after submission of VGF Documents/ EPC packaging strategy to Authority (Task 4)).

Team Composition & Qualification Requirements for the Key Experts

The Consultancy scope is based on QCBS contract hence consultant to estimate man-months accordingly. The positions and qualifications for the key experts are presented in Clause 2.3.2. The general scope of work given therein is intended to give an overall indication of the distribution of work between team members and is not an exhaustive detailed narrative, and in no way relieves the Consultant of any responsibility to fulfil the full Terms of Reference as detailed herein.

Deliverables and Payment Schedule

Deliverables and payment schedule is shown as below: All reports shall be submitted in four hard copy and PDF copy and editable soft copy

Deliverable	Timeline (Weeks)	Payment (%)
Task 1		
Inception Report	T*+2	5%
Preliminary Feasibility Report	T+4	10%
Task 2		
Draft Detailed Project Report (DPR)	T+6	10%
Final DPR	T+8	10%
Note: Upon reviewing the prepared DPR documents, the authority shall decide where the project shall be undertaken on PPP or EPC mode, based on the decision, consultant may produce relevant deliverables accordingly.		
Preparation of Draft Bid Documents including Draft Concession Agreement/ EPC Agreement	T+10	15%
Task 3 –(a) PPP Mode		
On Submission of VGF Documents to Authority**	T+12	15%
OR		
Task 3 –(a) EPC Mode		
On approval of Document Finalisation for EPC	T+12	15%
Task 4		
On Issuance of Bid Document on Tender Portal	Within 1 week of obtaining the VGF Approval (T1***)/ EPC document finalisation	10%

On submitting the Bid Evaluation report	T1 + 2 weeks	10%
On Signing of the Concession Agreement/ EPC Agreement	As per the Terms of the RFP and Draft Concession Agreement/ EPC Agreement	15%
Total		100%

* T – Signing of the agreement with Delhi Jal Board

**The consultant's role will be limited only to preparation of the requisite documents and supporting the Authority in various meetings and presentations to be made to the different stakeholders involved in the VGF process.

***T1 – VGF approval received from DEA

SCHEDULE-2

(See Clause 2.4.3)

Guidance Note on Conflict of Interest (For Consultant)

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 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.

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.

SCHEDULE-3

1. Terms and conditions

Force Majeure:

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.; Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.; Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Limitation of Liability

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

(b) The Consultant shall, subject to the limitation specified in Schedule 3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

(c) 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:

- a) for any indirect or consequential loss or damage; and
- b) for any direct loss or damage that exceeds (a) the Agreement Value set in the Agreement, or (b) the proceeds the Consultant may be entitled to receive from any

insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

(d) This limitation of liability specified in Schedule 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 the Agreement Value.

Liquidated Damages

Liquidated Damages for error /variation - In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

Liquidated Damages for delay - In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

Internal Use

The bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the bidder retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the bidder compiles and retains in connection with the Services (but not information provided by the Authority reflected in them). Any information, advice, recommendations or other content of any reports, presentations or other communications the bidder provides under this Agreement ("Reports"), other than information provided by the Authority, are for Authority internal use only (consistent with the purpose of the particular Services) including Authority's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside the Authority's organization.

Confidentiality and Copyright

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:

- a) 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;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) 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
- d) is provided to the professional advisors, 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 advisors, 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.

NDA

The Consultant agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Consultant shall, subject to the retention of proper professional records, promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Consultant or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction. The confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement.

Accounting, Auditing and Inspection

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 standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

There will be no indemnification pertaining to the Consultant.

Appendices

APPENDIX-I

TECHNICAL PROPOSAL

Form-1

Letter of Proposal (On
Applicant's letter head)

(Date and Reference)

To,

[]

Sub: Request for Proposal (RFP) for **“Transaction Advisory Services for supply of treated effluent from Pappankalan STP to near by Parks, waterbodies and other beneficiaries”**

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for **“Transaction Advisory Services for supply of treated effluent from Pappankalan STP to near by Parks, waterbodies and other beneficiaries.”**

1. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the

Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; 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 examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

b) I/We do not have any conflict of interest in accordance with Clause 2.4 of the RFP 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, 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

d) 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 are not a member of 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 [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. 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.

15. I/We agree to keep this offer valid for 180 (One hundred and eighty) days from the PDD specified in the RFP.

16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

17. In the event of my/our firm 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.

18. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services in accordance with the provisions of the RFP.

19. I/We have studied RFP and all other documents carefully. 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. This Proposal shall constitute the Agreement 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 authorized signatory) (Name and seal of the Applicant/
Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy: Consultancy Services
1.2	Title of Project: Request for Proposal (RFP) for “Transaction advisory Services for supply of treated effluent from Pappankalan STP to nearby Parks, waterbodies and other beneficiaries”
1.3	State whether applying as Sole Firm or Lead Member of a consortium : Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation:

	Company: Address: Phone No.: Fax. No.: E-mail address
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation Registered address and principal place of business.
	(Signature, name and designation of the authorised signatory) For and on behalf of.....

APPENDIX-I

Form-3

Statement of Legal Capacity

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

Ref. Date:

To,

[]

Sub: Consultancy Services for the work of “Transaction Advisory Services for supply of treated effluent from Pappankalan STP to near by Parks, waterbodies and other beneficiaries”.

Dear Sir,

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, 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 Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised 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 authorised signatory For and on behalf of
.....)

*Please strike out whichever is not applicable

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/ retained by 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 Transaction Advisory Services for supply of treated effluent from Pappankalan STP to nearby Parks, waterbodies and other beneficiaries proposed to be developed by Delhi Jal Board (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)

APPENDIX-I

Form-5

(To be executed on Non-Judicial Stamp Paper of Rs. 100 and duly notarised.)

Whereas the Delhi Jal Board (the “Authority”) has invited Bids from interested parties for the “Transaction Advisory Services for supply of treated effluent from Pappankalan STP to near by Parks, waterbodies and other beneficiaries”(hereinafter referred to as “The Work”) and Whereas,

....., ...and
.....

(Collectively the “JV/Consortium”) being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV/Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ...having our registered office at, M/s.
..... having our registered office at, M/s.
..... having our registered office at, and
..... having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not

limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's Bid for the "The Work".

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS DAY
OF..... 2026.

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the JV/Consortium)

Notes:

- 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.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostil certificate.

APPENDIX-I

Form-6

Summary table of Relevant Assignments of the Applicant[#]

S. No	Name of Project	Name of Client	Duration	Supporting documents submitted*
(1)	(2)	(3)	(5)	(6)
1				
2				
3				
4				
5				

The Applicant should provide details of only those assignments that have been undertaken by the Lead Firm.

The Applicant should provide the detailed credentials of all the assignments mentioned in the summary table.

*Supporting documents – Kindly refer to Section 3. Evaluation Criteria.

APPENDIX-I

Form-7

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length Professional Experience	No. of Eligible Assignments#
(1)	(2)	(3)	(4)	(5)	(8)
1					
2					
3					

#Refer Form 8 of Appendix I

APPENDIX-I

Form-8

Curriculum Vitae (CV) of Professional / Key Personnel

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

Name of Project

Description of responsibilities

Certification:

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

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

Place..... (Signature and name of the Professional Personnel)

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

Notes:

- 1 Use separate form for each Key Personnel and Professional Personnel.
- 2 The names and chronology of assignments included here should conform to the project- wise details submitted at any other place in this RFP.
3. Each page of the CV shall be signed 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-II

Form-A

Financial Proposal Submission Form

To:

Location and Date

EXECUTIVE ENGINEER (C) DR-XV,DJB

Annexe Building, Jal Sadan,
Lajpat Nagar, New Delhi-110024,

Contact No. 9558007601

[E-mail: eecdr15.djb@gmail.com](mailto:eecdr15.djb@gmail.com)

Dear Sir:

We, the undersigned, offer to provide the consulting Services to Delhi Jal Board for

“Transaction Advisory Services for supply of treated effluent from Pappankalan STP to nearby Parks, waterbodies and other beneficiaries”in accordance with your Request for Proposal dated **[insert Date]** and our **Technical Proposal**. Our attached **Financial Proposal is for the sum of [insert amount(s) in words and figures]**.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: ____ Name and Title of Signatory:

Name of Firm: Address: _____

No. 2/3/2021 - PPP
Government of India
Ministry of Finance
Department of Economic Affairs
Infrastructure Finance Secretariat

Dated: 5th February, 2026

NOTIFICATION

Subject: Empaneled Transaction Adviser for Public Private Partnership Projects

The Department of Economic Affairs, Ministry of Finance, Government of India empanels the following firms as Transaction Advisers (TAs), for Public Private Partnership (PPP) Projects for a period of two years (extendable by 1 years) from the date of this notification.

Panel - A				
S. No	Name of Empaneled Firm	Address	Contact Person	Email ID and Contact No.
(i)	Almondz Global Securities Ltd.	F-33/3, Okhla Industrial Area, Phase-II, New Delhi-110020	Mr. Sankha Dasgupta	Sankha.dasgupta@almondz.com 9599073813
(ii)	a'XYKno Capital Services Pvt. Ltd.	Level 3, Leela Vista Building, WHC Road, Bajaj Nagar, Nagpur - 440 010	Ms. Megha Thakar	tenders@axykno.com 9766698408
(iii)	CBRE South Asia Limited	7 th Floor, DLF Square, M-Block, Jacaranda Marg, DLF City Phase II, Gurgaon 122022	Mr. Aarohan Mediratta	aarohan.mediratta@cbre.co.in 9899486758
(iv)	Crisil Limited	Lightbridge IT Park, Saki Vihar Road, Andheri East, Mumbai 400 072	Mr. Yardly Thomas	tenders@cnsil.com 022-6137-3000
(v)	Cushman & Wakefield India Pvt Ltd	C-401, 4th Floor, One BKC Bandra Kurla Complex, G Block, Bandra East, Mumbai, Maharashtra 400051, India	Mr. Khurshed Gandhi	Khurshed.gandhi@cushwake.com 9930312326
(vi)	Delhi Integrated Multi-Modal Transit System Ltd	8th Floor, Block 1, Delhi Technology Park, Shastri Park, Delhi 110053	Mr. Ashvini Parashar	Bpbdd@DIMTS.IN 9873693024
(vi)	Deloitte	7th Floor, Building 10, Tower B, DLF Cyber City	Mr. Kushal Kumar Singh	kkksingh@deloitte.com 9811552899

		Complex, DLF City Phase-II, Gurgaon - 122002, Haryana, India		
(viii)	Ernst & Young	3rd & 6th Floor, Worldmark I, IGI Airport Hospitality District, Aerocity, New Delhi - 110037, India	Mr. Satyam Shivam Sundaram	satyam.sundaram@in.ey.com 9953018003
(ix)	Feedback Infra	351, Udyog Vihar Phase -2, Sector 20 Gurugram, Haryana 122016	Mr. Anil Kumar B	anil.b@feedbackinfra.com 9953299613
(x)	Forvis Mazars	51-52, Phase IV, Udyog Vihar, Gurugram- 122016, Haryana	Mr. Sumit Singhal	sumit.singhal@mazars.co.in 89106 66478
(xi)	Grant Thornton Bharat	5 th Floor, 65/2, Block A, Priya J Bagmane Tridib, Bagmane Tech Park, CV Raman Nagar, Bengaluru- 560093	Ms. Padma Priya J	pd.psc@in.gt.com 8042430700
(xii)	KPMG	4th Floor, Tower - B&C, DLF Cyber City, Phase II, Gurugram- 122002, Haryana India	Mr. Vivek Agarwal	vivekagarwal1@kpmg.com 9811705760
(xiii)	IPE Global Limited	B – 84, Defence Colony, New Delhi - 110024	Mr. Anil Kumar Bansal	akbansal@ipeglobal.com 9818998144
(xiv)	Jones Lang LaSalle Property Consultants	Level 12, DLF Cyber Park, Phase III, Udyog Vihar, Sector 20, Gurugram Haryana - 122008, India	Mr. Simon Selvaraj	simon.thomas@jll.com 9840068451
(xv)	Knight Frank India	1505 – 1508, 15th Floor, Tower – 'B', Signature Towers, South City 1, Gurugram 122001, Haryana, India	Mr. Rajeev Vijay	Rajeev.Vijay@in.knightfrank.com 9717716585
(xvi)	ILF Consulting Engineers India	405, Landmark Building., New Link Road, Andheri (West),	Mr. Shailendra Yadav	Balendu.singh@ilf.com 022-62369024

		Mumbai - 400 053, India.		
(xvii)	Nangia & Co	2 nd Floor, B-27 Soami Nagar, New Delhi - 110017	Mr. Asgar Naqvi	asgar.naqvi@nangia-andersen.com 9873604008
(xviii)	PwC	2 nd and 3 rd floor, Block-4, DLF Downtown Commercial Site, Block-V, Phase-3, Sector 25A Gurugram-122002 Haryana, India	Mr. Nidish Nair	nidish.nair@pwc.com 9818064239
(xix)	Primus Partners	Fiat No. UGF 1 UGF 3 to 7, Tolstoy House, Tolstoy Marg, Connaught Place New Delhi - 110001	Ms. Aarti Harbhajank	aarti@primuspartners.in 011-43783370
(xx)	rites Limited	"Shikhar", Plot No 1, Sector 29, Gurugram, Haryana	Mr. Animesh Lodiya	animesh.lodiya@rites.com 9654176514
(xxi)	SBI Capital Markets	73, Ground Floor, Navjeevan Vihar, New Delhi - 110017	Mr. Vivek Khurana	Vivek.khurana@sbicaps.com 9717888047
(xxii)	Tandon Urban Solutions Pvt Ltd	701, Harbhaajan Building, Kalina, Santacruz (E), Mumbai - 400 098	Mr. Amit Rajhans	tandonandassociates@gmail.com 9867687797
Panel- B				
(xxiii)	iDeck (Infrastructure Development Corporation (Karnataka) Ltd.)	9/7, KCN Bhavan, Yamunabai Road, Madhavnagar Extension, Off Race Course Road, Bangalore-560001	Ms. Sumitha V Rao	bd@ideck.in 8043448000
(xxiv)	Resurgent India	903-906, 9 th floor, Tower-C, Business Zone, Nirvana Country, Sector-50, Gurgaon, Haryana - 122018	Mr. Varun Talwar	varun.talwar@resurgentindia.com 9818088338
(xxv)	Spine Advisory	401, Corporate Sector-21, D-21, Park, Kumar	Mr. Sanjeet Kumar	info@spineadvisory.com 9582823586

		Dwarka, New Delhi-110077		
(xxvi)	Darashaw	1205-06, Regent Chambers, 12 th Floor, 208, Nariman Point, Mumbai 400021	Mr. Ketan Mandani	consultancy@darashaw.com 9819466876
(xxvii)	InfraEn (India)	1 st Floor, Raheja Chambers, Museum Road, Bengaluru, Karnataka, 560001	Mr. Jayaram Poojary	info@infraen.com 8095599001
(xxviii)	Mehta and Associates	101, 1 st Floor Navneet Plaza, 5/2, Old Palasia Indore-452001 Madhya Pradesh	Mr. Hitendra Mehta	mehtaandassociatesindia@gmail.com 7312561124

2. These Panels of TAs are available to all Project Sponsoring Authorities including Central, State, Local Bodies and their agencies, etc. undertaking PPP projects.
3. Indicatively, Panel A may be considered for PPP projects with an estimated Total Project Cost exceeding Rs. 250 crores, while Panel B may be considered for PPP projects with an estimated Total Project Cost up to Rs. 250 crores, as appropriate.
4. The DEA reserves the right to withdraw, amend or suspend this Notification without any prior intimation and recourse liability.
5. This notification has come into force from 5th February, 2026.


Rahul Singh
 Director

For information of all