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Certified that this NIT contains page 1 to 182

CHAPTER 1

PRESS NOTICE

PRESS NOTICE

PUBLIC WORKS DEPARTMENT	
NOTICE INVITING e –Bid FOR SELECTION OF CONSULTANT	
<p>Executive Engineer, Public Works Department, Flyover Project Division, F-14, Mukarba Chowk G.T. Karnal Road Delhi-110033 (E-mail: eepwddelhif14@gmail.com) on behalf of the President of India invites online bids from eligible Consultants in two bid system for the following work:</p>	
<p>NIT No. 01/EE/F-14/PWD/GNCTD/2025-26</p>	
<p>Name of Work:- Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.</p>	
Estimated Cost	: Rs. 85,82,936/-
Earnest Money	: Rs. 1,71,659/-
Security Deposit	: 2.5% of Tendered Cost
Performance Guarantee	: 5% of Tendered cost
Contract Period	: 150 days or after completion of construction work whichever is later.
<p>Last date & time of online submission of Bids: 16.02.2026 at 03:00 PM</p>	
Pre-bid Meeting	: 12:30.Hrs on 30.01.2026
<p>The bid forms and other details can be obtained from the website https://govtprocurement.delhi.gov.in</p>	

Assistant Engineer
F-14, PWD, Delhi

Assistant Engineer (P)
F-14, PWD, Delhi

Executive Engineer
F-14, PWD, Delhi

CHAPTER- 2

REQUEST FOR PROPOSAL
FOR
COMPREHENSIVE
CONSULTANCY SERVICES

CHAPTER- 2

REQUEST FOR PROPOSAL FOR COMPREHENSIVE CONSULTANCY SERVICES
Executive Engineer, Public Works Department, Flyover Project Division, F-14,
Mukarba Chowk G.T. Karnal Road Delhi-110033 (E-mail:
***eepwddelhi14@gmail.com*)** on behalf of President of India invites online bids in two
 bid system from eligible Firms/Consultants for the following work:

NIT No.: 01/EE/F-14/PWD/GNCTD/2025-26	
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Estimated Cost	Rs. 85,82,936/-
Earnest Money	Rs. 1,71,659/-
Date & Time of Pre-bid meeting	On 30.01.2026 at 12:30 Hrs. O/o Superintending Engineer, Flyover Circle, F-5, PWD, Opposite Gate no. 9, IGI Stadium, Delhi.
Last date & time of online submission of initial eligibility bid and financial bid.	16.02.2026 up to 15:00 Hrs.
Last date and time of submission of original EMD.	16.02.2026 up to 15:00 Hrs.
Date & time of opening of eligibility bid	16.02.2026 at 15:30 Hrs.
Date of presentation of Technical Bid	Date and time shall be notified separately to successful bidders.
Date of Opening of Financial Bid	Date and time to be notified separately to successful bidders.

CHAPTER 3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENTS

CHAPTER-3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENTS

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3.1 General

3.1.1 Letter of transmittal and forms for deciding eligibility are given in **Appendix-1**. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as "not applicable". The Bidders are cautioned that not giving complete information called for in the application forms or not

giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.

3.2 Objective:

Sl. No.	Name of work	Division	Total Length
01.	Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.	F-14	1.30 km.

- 3.2.1 The Detailed Project Report (DPR) would inter-alia include detailed design all components of project, detailed cost estimates, economic and financial viability analyses, environmental and social feasibility, social and environmental action plans as appropriate and documents required for tendering the project on commercial basis for local competitive bidding.
- 3.2.2 The DPR consultant should ensure detailed project preparation incorporating aspects of value engineering, quality audit and safety audit requirement in design and implementation. The Consultant shall ensure to carry out Road Safety Audit at various stages. Safety audit is required after approval of UTTIPEC and DUAC of corridor or as per required of UTTIPEC.
- 3.2.3 The Bidder should sign each page of the application.
- 3.2.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the consultant, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 3.2.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or Director of Firm or his authorized signatory.
- 3.2.6 The Bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
The department reserves the right to verify the credential submitted in respect of initial eligibility criteria before opening of Technical Bid.
- 3.2.7 Any information furnished by the Bidder found to be incorrect either immediately or at a later date, then the present bids would be cancelled & amount due to bidder /PG/SD shall be forfeited & this false information would render him liable to be debarred from Bidding/taking up of work in PWD.

No information/documents shall be entertained after submission of bid unless it is required to clarify the query raised by Employer.

- 3.2.8 No information / documents shall be entertained after submission of bid unless it is required to clarify the query raised by Employer. No fresh/revised mandatory document is permitted at this stage.

3.3 Definitions:

- 3.3.1 In this document, the following words and expressions have the meaning hereby assigned to them.
- 3.3.2 The “**Contract**” means the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of The President of India and the Consultant, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 3.3.3 “**Employer**” means the President of India, acting through the Executive Engineer, PWD.
- 3.3.4 “**Bidder/consultant**” means the individual, proprietary firm, firm in partnership, limited company private or public or corporation undertaking the Consultancy works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- 3.3.5 “**Year**” means “Financial Year” unless stated otherwise.
- 3.3.6 The expression **Consultancy works** or **work** means comprehensive Consultancy works.
- 3.3.7 “**Site**” shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- 3.3.8 The **President** means the President of India and his successors.
- 3.3.9 “**Engineer-in-charge**” for corridors, the **E-in-C for a particular corridor will supervise work of that corridor separately & propose & pass the bills. Final bill will be sent to overall E-in-C for pass & payment.**
- 3.3.10 “Government or **GOVERNMENT OF DELHI**” shall mean the President of India.
- 3.3.11 “**Department**” means PUBLIC WORKS DEPARTMENT.

3.4 Method of application

- 3.4.1 If the Bidder is an individual, the application shall be signed by him above his full type written name and current address.

- 3.4.2 If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.4.3 If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4.4 If the Bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney duly attested by a public notary. The Bidder should also furnish a copy of the Memorandum of Articles of Association/Board Resolution.

3.5 Final decision making authority:

- 3.5.1 The employer reserves the right to accept or reject any Bid and to annul the process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidder.

3.6 Particulars provisional:

- 3.6.1 The particulars of the work given in Section-I are provisional. They are liable to change and must be considered only as advance information to assist the Bidder/Consultant.

3.7 Site visit:

- 3.7.1 The Bidder is advised to visit the site of work prior submission of bid, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment including bye- laws and formalities required for getting various NOCs and approvals at various stages of work.

3.8 Initial Criteria for Eligibility:

- 3.8.1 Firms/Consultants who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

3.8.2 ELIGIBILITY CRITERION FOR TECHNICAL BID (STAGE-I)

All Bidders have to fulfill the following conditions of eligibility before they are considered for Evaluation under Technical Bid Stage (Stage-I):

The Firms / Consultants should have completed following Consultancy works during the last **Seven** years ending last day of month previous to the one in which tenders are invited:

- (i) One similar completed work costing not less than Rs. 69 Lakh or length of similar work of 1.04 kms.
- Or
- (ii) Two similar completed works each costing not less than Rs. 52 Lakh or length of similar work of 0.78 kms.
- Or
- (iii) Three similar completed works each costing not less than Rs. 35 Lakh or length of similar work of 0.52 kms

“Similar work shall mean feasibility studies and Geometric Design of Urban Public transport/Urban Road infrastructure Project”.

(Note:- Substantially completed work with similar work should also be considered for similar work. Substantial completion shall be based on 80 (Eighty) per cent (value wise) or more works completed under the contract. For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement, certificate for substantial completion of feasibility studies should contain two parts Part-I shall contain financial value of work done and part-II shall contain certificate of functional completion it should issued by the authority not below rank of Executive Engineer.

- 3.8.3 The Firms / Consultants 30% of ECPT should have an average annual Financial Turnover of minimum Rs. 26 Lakh for consultancy fee during immediate last three consecutive financial years. For this purpose, average of annual financial turnover shall be worked out for all the three years. The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum. For this purpose, average of annual financial turnover shall be worked out for all the three years.
- 3.8.4 Firms / Consultants should not have incurred any loss (profit after tax should be positive) in more than 2 years during available last 5 consecutive years ending 31st March 2025 duly certified and audited by Chartered Accountant.
- 3.8.5 Should have a Banker's Certificate from a commercial Bank for Rs. 40% of ECPT 34 Lakh or Net Worth certificate from CA with Unique Document Identification Number (UDIN) of minimum of Rs. 10% of ECPT 9 Lakh (Scanned copy of original to be uploaded).
- 3.8.6 The Firms / Consultants should be an Indian consultancy firm and should have in-house engineering capabilities with minimum experience of 7 years in the field of Consultancy.
- 3.8.7 Firms/Consultants should submit and upload certificates of financial turnover in

Annexure-'L', the details of all Consultancy works of consultancy services of similar nature completed during the last seven years in **Annexure-'A'**, the Consultancy works for which consultancy under progress or awarded in **Annexure-'B'**, list of overall major/ important projects designed by the firm in the last 10 Years **Annexure-'C'**, performance report of consultancy services in **Annexure-'D'**, Structure and Organization details in **Annexure-'E'**, details of technical and administrative personnel to be deployed for this project in **Annexure-'F-(A)'**, and their Curriculum Vitae in **Annexure-'K'**, details of discipline for which sub consultant are proposed to be appointed by the bidder **Annexure-'F-(B) and F-(C)'** for Organization Structure and Capability of the bidder as detailed in Bid documents in **Annexure-'G'** while submitting the bid.

- 3.8.8 Firms/Consultants should have their own office in Delhi/NCR for proper functioning and coordination of work or will have to set up an office in Delhi/NCR during execution of consultancy work. As a part of proposal, bidders are requested to submit an Affidavit that they will have presence in Delhi/NCR. However, if the firms have its headquarters in Delhi NCR area, they will be awarded marks as per evaluation criteria elaborated late in NIT.
- 3.8.9 The consultant shall give presentation as required by authority of their project whenever required by the approving authorities like UTTIPEC and DUAC with minimum notice period 24 Hrs. For each default department shall imposed penalty of Rs. 25,000/-.
- 3.8.10 The consultant shall depute a senior engineer with minimum experience 10 years in the same field of consultancy work on the approval of Engineer-in-Charge and submit details with relevant documents within 7 days award of work.
- 3.8.11 Earnest Money of Rs. **1,71,659/-** only in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the Commercial Banks (drawn in favour of **Executive Engineer, Flyover Project Division, F-131, PWD (GNCTD), Delhi**) shall be scanned and uploaded on the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, PWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. The MSME firms registered on Udyam registration portal (URP) of Ministry of MSME, Govt. of India under Public Procurement policy are exempted from payment of EMD for supply of goods and services for reserved items as per list notified by Ministry of Micro, Small and Medium Enterprises vide gazette notification dated 23rd March 2012 and amended from time to time.
- 3.8.12 The consultant can deposit original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, PWD, GNCTD within the period of bid submission. The consultant shall obtain the receipt of **EMD from the office of Executive Engineer, Public Works Department, Flyover Project Division F-14 or any Executive Engineer of PWD, GNCTD** in the prescribed format uploaded with NIT. The Bid Document

as uploaded can be viewed and downloaded free of Cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand **Draft/Pay order or Banker's Cheque of any Commercial Bank towards (valid for minimum 180 days from the last date of submission of bid initially and may be extended more as desired by department)** EMD in favour of respective Executive Engineer, copy of receipt of original EMD and other documents specified in the press notice.

- 3.8.13 But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, PWD, GNCTD within the period of bid submission. and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit.
- 3.8.14 Receipts of any Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, PWD and other documents as specified.
- 3.8.15 Eligibility of bidding agencies shall be evaluated on the basis of their overall past performance, experience of similar projects, available technical manpower and their qualification and experience. The Bidders are requested to submit correct information and give documentary evidence duly certified in support of the information required in bid document.
- 3.8.16 Consortium and joint ventures of bidders are not allowed to participate in the bidding of this Comprehensive consultancy work.
- 3.8.17 Experience in Consultancy works highlighting experience in similar Consultancy works: Bidder should furnish the following:
- List of all Consultancy works of similar nature successfully completed or substantially completed y during the last seven years in Annexure "A".
 - List of the projects under execution or awarded in Annexure "B". Information

in Form “B” should be complete and no work should be left out.

- “List of overall major/ important projects designed by the firm in the last 10 Years Annexure “C”.

Particulars of completed Consultancy works of Government department and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer/ Project Manager/ Project- In charge/ Director or equivalent of the clients should be furnished separately for each work completed or in progress in Annexure clearly indicating the details of consultancy fee, Project length and lane configuration etc. The department reserves the right to inspect & verify the details.

3.9 Organization information:

- 3.9.1 Bidder is required to submit the information in respect of his organization in Annexure “E”, “F (A), F(B), F(C), G & K

Letter of transmittal:

The Bidder should submit the letter of transmittal attached with the document.

- 3.9.2 The intending Bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 3.9.3 Information and instructions for bidders posted on website shall form part of bid documents.
- 3.9.4 The bid document consisting of scope of work, the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://govtprocurement.delhi.gov.in> free of cost.
- 3.9.5 The certificate of work experience and other documents as specified in the tender documents for eligibility shall be scanned and uploaded to the e-tendering website within the period of bid submission.
- 3.9.6 Those Bidders not registered on the website mentioned above, are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
- 3.9.7 The intending bidder must have valid class-III digital signature to submit the bid.
- 3.9.8 On opening date of Financial Bid, which will be intimated after the screening process of Technical Bids, the Bidder can login and see the bid opening process. After opening of financial bids, he will receive the competitor’s bid sheets.
- 3.9.9 On opening date, the consultant can login and see the bid opening process. After opening of bids he will receive the competitor’s bid sheets.
- 3.9.10 Bidder can upload documents in the form of JPG format and PDF format.
- 3.9.11 **Certificate of Financial Turnover:** At the time of submission of bid, bidder may upload affidavit/Certificate from registered CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document. Further details if

required may be asked from the bidder after opening of technical bids. There is no need to upload entire voluminous balance sheet.

- 3.9.12 Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(Zero).
However, If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 3.9.13 The eligibility (Technical) bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of bidders qualifying the eligibility (Technical) bid shall be communicated to them at a later date.
- 3.9.14 Pre-bid conference shall be held with the eligible and intending bidders in the office of O/o Superintending Engineer, Flyover Circle, PWD, GNCTD, Opposite gate no. 9, IGI Stadium, Delhi at **12:30 Hrs 30.01.2026** to clear the doubt of intending bidders, if any. Bidders should send by email all their queries, before pre-bid conference, latest by **10.00 Hrs. on 30.01.2026** to the office of the **Executive Engineer, Public Works Department, Flyover Project Division, F-14, Mukarba Chowk G.T. Karnal Road Delhi-110033 (E-mail: eepwddelhif14@gmail.com)**
- 3.9.15 Because of pre-bid conference, certain modifications may be issued to all eligible bidders by the Engineer-in-Charge by e-mail, if felt necessary by him. If further pre-bid conferences are required for complete and effective interactions, the date and time of same will be communicated at the end of 1st pre-bid meeting or later. All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on website only and shall be part of NIT and shall not be published in any Newspaper.
- 3.9.16 The Department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- 3.9.17 After submission of the bid the agency can re-submit revised bid any number of times but before last date and time of submission of bid as notified.
- 3.9.18 While submitting the revised bid, agency can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.
- 3.9.19 Copy of certificate of work experience and other documents as specified in the

notice inviting e- tender shall be scanned and uploaded on the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e- tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited EMD with any division of PWD and other documents scanned and uploaded are found in order.

- 3.9.20 The bid submitted shall become invalid if:
- a. The bidder is found ineligible.
 - b. The bidder does not deposit EMD with division office of any Executive Engineer, PWD of GNCTD or Executive Engineer inviting bids.
 - c. The bidder does not upload all the documents (including GST registration/ or Proof of having applied for GST, PAN card etc.) as stipulated in the bid document.
 - d. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of bid opening authority.
 - e. If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 3.9.21 The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount and within the period specified in as mentioned in Data Sheet of CPWD-6. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Data Sheet of CPWD-6, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work within the period specified.
- 3.9.22 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in

general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 3.9.23 The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 3.9.24 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 3.9.25 The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- 3.9.26 The contractor shall not be permitted to bid for works in the PWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Public Works Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 3.9.27 No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
- 3.9.28 The bids for the work shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of single bid system and 75

(seventy five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system. Further (i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not. (ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not. (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

3.9.29 This notice inviting Bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto. (b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

3.9.30 Integrity Pact: The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids. In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected.

3.10 List of mandatory Documents to be scanned and uploaded within the period of bid submission:

- a) Copy of EMD in form of Treasury Challan /Demand Draft / Pay order or Banker Cheque/Deposit at Call Receipt of any commercial Bank against EMD/MSME Certificate.
- b) Letter of transmittal, initial Eligibility criteria documents.
- c) Details of the experience of the bidder (Annexure- A, B, C, D)
- d) Organizational description and details of the Bidder's firm (Annexure-E)
- e) Details of Key Personnel proposed to be deployed on this project(Annexure-F(A), F(B) and F(C))
- f) Organization Structure and Capability of the bidder(Annexure-G)
- g) Integrity Pact (Annexure-H)
- h) Curriculum Vitae for each staff member including the Lead Architect/ Team leader to be deployed on the work (Annexure-K)

- i) Details of Financial turnover for last five financial years supported by copies of balance sheet and Income & Expenses Account certified by Chartered Accountant (Annexure-L)
- j) Confirmation of Online Submission of Financial Bid (Annexure-M)
- k) Any other documents as per requirement of this bid document.
- l) Affidavit as per provision of Clause 7 of CPWD-6 (Annexure-J).
- m) GST Registration Certificate if already obtained by the bidder. If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents.
“If work is awarded to me, I/We shall obtain GST registration certificate as applicable, within one month from the date of receipt of award letter or before release of any payment by PWD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by PWD or GST department in this regard”.
- n) Affidavit to engage associate sub-consultants having domain specialization as per 1(d) above.
- o) Scanned copy of valid PAN card issued by Income Tax Department.
- p) Copy of receipt for deposition of original EMD as per Annexure-Q issued from Division office of any Executive Engineer, PWD, GNCTD (The EMD documents shall be issued from the place in which the O/o receiving division office is situated.)
- q) Affidavit that bidder will have presence in Delhi/NCR.
- r) Affidavit by the bidder that he/they/it is/are not debarred/ restrained/ black listed/banned by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./PSU etc. from providing Comprehensive consultancy services as on the last date of submission of bids as per Annexure-J1.

Executive Engineer, F-14
PWD, New Delhi

CPWD-6 FOR e-TENDERING

1. Executive Engineer, Public Works Department, Flyover Project Division, F-14, Mukarba Chowk G.T. Karnal Road Delhi-110033 (E-mail: eepwddelhif14@gmail.com) **on behalf of the President of India, invites “Bids” in two bid system from eligible Firms/ Consultants for the “Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi..**

2 Project Brief: As a below

Sl. No.	Name of work	Division	Total Length
01	Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.	F-14	<p>The total road length under consideration for the flyover construction is 1300 meters. This stretch includes three traffic signals located at Kali Mata Mandir, Sewa Marg Crossing and Sagarpur Marg Crossing.</p> <p>The Right of Way (ROW) varies along the alignment from 33.00 meters to 41.30 meters. Encroachments were observed in certain sections, particularly at the Sagarpur Red Light, where a bus terminal is also present.</p> <p>Approximately 200 to 300 trees are located within the ROW (central verge) and may be affected by the proposed construction.</p>

3. Scope of Consultancy work respect for each corridor:

3.1 Stage-I (Prefeasibility)

- 3.1.1 Reconnaissance survey as per IRC SP 19-2001 and Traffic survey.
- 3.1.2 Preliminary Topographical survey.
- 3.1.3 Broad Structural features including lane configuration & development of 3 conceptual plan of proposal.
- 3.1.4 Lane configuration and intersections/ Junction / service roads.
- 3.1.5 Utility shifting requirement along with tentative estimates.
- 3.1.6 Forest /Environmental /CRZ clearance requirement.
- 3.1.7 Tentative/ Normative cost estimate with reasonable accuracy.
- 3.1.8 Land acquisition tentative cost assessment.
- 3.1.9 Feasibility of 3 proposals based on these surveys.
- 3.1.10 Submission of PPR for acceptance of E-in-Charge as per Chapter 3, Annexure 14A of SOP to CPWD works manual and other provisions of PWD CPWD works Manual and Directions of UTTIPEC and Delhi government as modified from time to time (to be suitably modified for infrastructure work)

3.2 Stage-II (Detail feasibility)

- 3.2.1 Submission of inception report for scrutiny and approval of PWD, Govt. of Delhi.
- 3.2.2 Alignment option in consideration of tree detailed and other features.
- 3.2.3 Approval of conceptual plans various options of proposal from UTTIPEC Core Group.
- 3.2.4 Approval of various options/plan by UTTIPEC working groups along with cost benefit analysis of scheme.
- 3.2.5 Approval of final plan by UTTIPEC Governing body.
- 3.2.6 Preparation of 3D Walkthrough as per guideline of DUAC.
- 3.2.7 Approval of plans and architectural 3D views by DUAC, NOC from ASI and Fire Service Department and other relevant approval from concern bodies.
- 3.2.8 Submission of final Drawings (Detailed drawings based on Street Design Guidelines of UTTIPEC and complete in all respect as per TOR) and DPR of the project to the Department.
- 3.2.9 Actual payment made to GSDL shall be reimbursed to the consultant on production of actual GST invoices.
- 3.2.10 Submission of detailed estimate from concerned department regarding shifting of utilities i.e. MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway, DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department.
- 3.2.11 Submission of Details of trees in dwg. Format, Kml file or any other format required as per forest department along with processing the case and requisite approval from forest department. (The cost of tree cutting/ transplantation and corresponding requisite land will be paid directly to beneficiary/ forest

department)

- 3.2.12 Submission of Land acquisition details from Govt., Private, Agriculture, Commercial, forest and any other, along with processing the case and requisite land acquisition from concern. (The cost of land acquisition will be paid directly to beneficiary)
- 3.2.13 Submission, processing and obtaining mandatory approval / NOC from concern bodies.
- 3.2.14 The Consultant shall carryout Geo-technical investigation. The minimum bore holes will be 3 per km for the elevated section and 6 bore holes per km at the location of proposed underpass or as directed by E-in-C. The depth of the bore holes will be minimum 35 m or refusal. No of boreholes shall be on pro-rata basis if length is in fraction rounded to higher side.
- 3.2.15 **Geotechnical Investigations and Sub Soil Exploration shall be carried out to determine the nature and properties of existing strata in bed, banks and approaches with trial pits and bore hole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, proneness of site to artesian conditions, seismic disturbance and other engineering properties of soil etc.**
- 3.2.16 **The scheme for the borings locations and the depth of boring shall be prepared by the Consultants and submitted to PWD for approval. These may be finalized in consultation with PWD.**
- 3.2.17 **The sub-soil exploration and testing should be carried out through the Geotechnical Consultants empanelled by PWD or approved by Engineer-in-Charge. The soil testing reports shall be in the format prescribed in relevant IRC Codes.**
- 3.2.18 Preparation of storm water drain plan co-align existing network of storm water and other services.
- 3.2.19 Preparation of conceptual structural drawings with technical specification for NIT.
- 3.2.20 Preparation of detailed methodology of construction with technology required.
- 3.2.21 Details of projects for pre-construction activities as per for acceptance of E-in-Charge as per Chapter 3 and Annexure-C of SOP to CPWD works manual, other provisions of CPWD works Manual and Directions of UTTIPEC and Delhi government as modified from time to time (to be suitably modified for infrastructure work) & any other details relevant to project.
- 3.2.22 Finalization of EPC tender document for the department.

3.3 The scope of the work

- 3.3.1 Total Station Survey to work out the feasibility for carried out of geometric improvement plan for the all intersections. Survey shall be taken up to 500m depth beyond the ROW for the connecting streets all along the proposed corridor with foot prints of buildings or 100m (whichever is less) on both sides of the corridor and connecting streets showing entry/exit points/gates etc. in detail.
- 3.3.1 To incorporate the future proposal of Metro/BRT/ NHA/ PWD/ DDA/ Railway & any other along the corridor or the surrounding network.

- 3.3.2 To carry out classified Traffic Volume Count survey for all categories of vehicles 24 hours on any two mid-week working days showing all turning movements with classification of vehicles, pedestrian/NMTs all along the corridors and at junctions.
- 3.3.3 To carry out Origin-Destination survey of traffic (for approaching traffic on either sides) for all modes including the bicycle, NMT and pedestrians on sample basis for three consecutive working days (16 hours both directions) at locations finalized in consultation with the PWD along with simultaneous classified traffic counts. The O-D survey will be undertaken from 00.00 hours to 24.00 hours for 1 day. The O-D survey should be at least 10% of the total passenger volume on the study corridor.
- 3.3.4 To carry out speed and delay survey for the stretch under study. The objective of the survey would be to suggest for future suitable measures for segregation of local traffic, smooth flow of through traffic and traffic safety.
- 3.3.5 To carry out parking (off-street and on-street) and Activity survey along the corridor and suggest the solution for off-street & on-street parking.
- 3.3.6 To study the present signal system/cycle time, provision of markings/ signage's all along the corridors and at all mid points pedestrian crossings.
- 3.3.7 Detailed road inventory study. Study of existing openings in Central Verge/ Intersection, side footpath etc. and rationalization of the same within the overall scheme.
- 3.3.8 All the survey formats shall be approved / vetted by PWD / UTTIPEC and only then they shall be used on the field.
- 3.3.9 Fixing of permanent bench marks at important points correlated with Survey of India Bench Mark.
- 3.3.10 Surveyor should also collect the data of infrastructure existing on the ground, below & above the ground and levels of the ground and also identify the monument, reserved green/ parks, sensitive/ defense areas in the vicinity and its influence on the proposed corridor.
- 3.3.11 The feasibility survey shall be in accordance with the UTTIPEC, DDA Guide Lines and other parameters.
- 3.3.12 Preparation of Integrated Transit Corridor Development Plan showing the geometric design details of corridor.
- 3.3.13 Preparation of Circulation Plan, network connectivity plan for the MRTS influence zones as per UTTIPEC guidelines and Metro Stations along with multimodal integration plan as per the checklist /guidelines of UTTIPEC.
- 3.3.14 Detail proposal for 'on street' & 'off street' parking all along the corridor & also around 800m zone around the corridor.
- 3.3.15 Rationalizing service road in relation to intersection improvement scheme.
- 3.3.16 The consultant is required to submit detailed drawings of proposed development options as per IRC/UTTIPEC guidelines.
- 3.3.17 The Proposal shall be submitted to UTTIPEC as per the contents and detailed stages mentioned in the approved format for submission attached Annexure "R".

- 3.3.18 The consultant is required to submit separate detail drawing for at-grade development as per UTTIPEC guidelines.
- 3.3.19 The proposal should contain all the drawings and texts specified in the format for submission of project and to be submitted at following stages for scrutiny and deliberations in the UTTIPEC:-
- a) Stage I & II. Project details and conceptual design with 3 options.
 - b) Stage III, i.e. with detail design proposal
- 3.3.20 Preparation of 2 to 3 optional scheme with rough indicative cost and execution time and most viable/ preferred scheme with 3D views for the junctions after study and analysis of data and discussion with Engineer-in-charge and assisting PWD (GNCTD).
- 3.3.21 The consultant shall present the scheme through PWD, GNCTD before UTTIPEC DDA, Delhi Urban Art Commission, and any other organization like Archeological Survey of India, Delhi Police, Airport Authority of India, NHAI, Defence Authority, DMRC, Railway etc. on behalf of client and obtain NOC/approval for the same.
- 3.3.22 The general arrangement drawings (Detailed Geometric design) along with the GADs of structures (not detailed structural design) for further action after mandatory approvals shall be supplied to the PWD, GNCTD for implementation.
- 3.3.23 Proposed Integrated Transit Corridor Development plan approval from various agencies like UTTIPEC, DDA, MCD, DUAC. ASI, Airport Authority of India, DMRC, NHAI, Railway & Defence Authority etc.
- 3.3.24 Design of cross section/ longitudinal section shall be adhered to as per UTTIPEC/IRC Standards/ Guidelines.
- 3.3.25 Presentation of proposal at any point of time required by the PWD (GNCTD) shall be made available by the consultant.
- 3.3.26 Preparation of artistic views /photomontage as required for various presentations, for desired locations as per UTTIPEC submission format and as per direction of UTTIPEC/PWD.
- 3.3.27 The consultant is required to prepare & submit a Project Report to PWD (Min. 4 sets) based on the detail design of the proposal approved by UTTIPEC before implementation of the project by PWD. A copy of the same shall be submitted to UTTIPEC for reference & record (soft & hard copy).
- 3.3.28 The consultant is required to submit all the conceptual drawings of foot over bridge, If required, approved as part of overall proposal. In case of feasibility of two or more proposals, then merits and demerits of each of the proposal is to be furnished for the consideration of PWD, GNCTD.
- 3.3.29 Effecting necessary changes/ modifications to the plans as and when required by the competent authority and submission of Three sets of final drawings along with soft copy in desired format to PWD (GNCTD) and Ten sets of layout plans along with soft copy in desired formats showing services details including safe corridor.]

- 3.3.30 Some field work may have to be done at night. The consultant will have to make his own lighting arrangements etc. for night working for which no additional payment will be made.
- 3.3.31 The consultant at his cost shall ensure all road I traffic safety measures including deployment of traffic marshals, placing traffic safety cones, use of traffic safety jackets etc.
- 3.3.32 All the ground levels shall be plotted in the form of L-Section in computer Auto Cad with scale 1 : 1000 horizontal, 1 : 100 vertical. For X-Sections, it would be at 1 : 100 horizontal and 1 : 50 vertical.
- 3.3.33 The consultant shall carryout micro simulation if desired by the PWD/ UTTIPEC for the whole stretch under study.
- 3.3.34 After approval of Integrated Transit Corridor Improvement Scheme from UTTIPEC / DUAC, the consultant will issue "Detailed drawings", prepared as per UTTIPEC Street Design Guide line and as approved by UTTIPEC/DUAC. The "Detailed drawings" consist of details of every component of corridor improvement scheme i.e. main carriage way, footpaths, service road, NMV lanes, central verge, street furniture, street lighting, Bus stops/Bus bays, Parking areas, road marking, signage's, Public amenities, drainage, Multi Utility Zone/ Green area, Rain Water Harvesting Scheme, Horticulture work details etc.
- 3.3.35 The consultant shall put together a complete set of inclusions for the tender document (for implementation/construction at site) including tender drawings, bill of quantities, specifications, cost estimate, set of special conditions of the contract. The consultant shall also support the PWD in putting together the entire tender document as per established template and protocols of the PWD.
- 3.3.36 The consultants will suggest the type of foundation with tentative dimensions and depth of the Pile foundation if proposed and the broad structural form for the proposed elevated section however the detailed structural design is not included in the scope of the Consultants.
- 3.3.37 Geo-technical investigation will be carried out by any agency after taking prior approval of engineer in charge-
- 3.3.38 Preparation of Preliminary estimates for the purpose of A/A & E/S included in the scope of the Consultant.
- 3.3.39 The required 3D views of the proposal, if required, to be submitted to DUAC/ UTTIPEC etc., will be prepared by consultant and nothing shall be paid on this account.
- 3.3.40 Consultant will adhere to the scope of the study in its true letter and spirit while preparing the proposals and report; and during various submission stages. Consultant shall also incorporate the observations and suggestions by PWD/ UTTIPEC.
- 3.3.41 The consultant shall interact with agencies such as UNESCO, ASI, INTACH, DUAC & any other expert agencies of Heritage Conservation as directed by UTTIPEC/ PWD and ensure that the proposals are framed as per the guidelines and direction as such agencies. The Consultant shall undertake a Heritage Impact Assessment (HIA) study for their proposal as per

International Council of Monument and Sites (ICOMOS), UENSCO and ASI guideline and get the report vetted from ASI, INTACH or any other expert body as determined by PWD/ UTTIPEC, if required.

- 3.3.42 The consultant shall submit a detailed methodology and sequential plan of implementation with each proposal comparing the merits and de-merits of each, as part of the STAGE II/ III Submission to UTTIPEC.
- 3.3.43 The Consultant shall get the proposals vetted from Fire Services Department, ASI, DUAC or any other expert body as determined by PWD/ UTTIPEC.
- 3.3.44 The consultant shall conduct cost benefit analysis of the scheme by taking into account the economic costs, environmental costs and social costs in implementing the scheme. Resulting savings in journey time, savings in man hours, savings in fuel, savings in vehicular emission and all other savings including carbon credit earned by implementing the scheme shall be calculated by the consultant. Time period of the recovery of the investment made in the implementation of the scheme shall be calculated.
- 3.3.45 Consultant shall study the existing drainage system of the subject corridor and its influence areas and its disposal outfall. The consultant shall assess the future drainage requirements of the subject corridor and its influence areas after implementation of the scheme including its disposal/outfall and submit detailed drainage plan of the corridor/influence zone of the study of existing/proposed drainage arrangements in consultation with DJB/ MCD/ DSIIDC/ I&FC or any other bodies.
- 3.3.46 The consultant shall map all utilities, services owned by MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway, DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archaeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department coming in the alignment of the tunnel/ project. The consultant is also required to verify the underground utilities by ground penetrating radar wherever needed.
- 3.3.47 Preparation of 3D Walkthrough Video.
- 3.3.48 Detailed survey of Project corridor to identify the extent of land and build structures potentially affected by the proposal i.e. Project influence area. Provide revenue/DDA record with size details in Auto Cad dwg. Format, provide detailed of encroachment, provide the details of building line of each property including no. of story of each building, provide the details ownership of each building i.e. government or private & provide layout at site (Nishandehi). Demarcation along the project corridor will be carried out along with the PWD, GNCTD and the consultant will assist with the required information for carrying out the task. The Consultant will provide the details of the surveyor put to job for land acquisition task and get the approval of the PWD, GNCTD before starting the work. PWD, GNCTD will help the Consultants in procuring the required data from the revenue department.
- 3.3.49 Consultants will facilitate PWD, GNCTD for procuring the Data from GSDL/ Government approved GIS provider of underground utilities and the payment in this regard will be made directly by PWD to the GSDL/ Government

approved GIS provider of underground utilities. The cost of procuring the data from GSDL/ Government approved GIS provider of underground utilities will be borne by PWD, GNCTD.

- 3.3.50 Consultants will be required to carry out revalidation of the study after 60 months after directions of E-in-C in writing as per details given in chapter of revalidation. The revalidation will include the task of repeating the Traffic surveys and Topographic surveys (if required) and analysis of data and preparation of Revised Project Report and Revised Drawings for submission to PWD, GNCTD/ UTTIPEC.
- 3.3.51 Consultants are not required to issue new drawings during execution stage except for minor modification in the approved drawings prepared during the detailed feasibility study. Nothing extra shall be payable for minor modifications.

3.4 General Arrangement Drawings (GAD)

- 3.4.1 Based on the approved scheme/concept plan by the UTTIPEC/DUAC the consultant shall developed detailed GAD on the total station survey drawings, which shall be used to develop the tender drawing set after incorporating all comments from the PWD and other stakeholders.
- 3.4.2 The general arrangement drawings for all the approved proposals shall be developed and submitted to PWD for approval
- 3.4.3 Detailed design for Improvement of Roads consisting of Up gradation, Augmentation, Foot paths, Bus bays, Utility Ducts, underground storm water drainage, rainwater harvesting and groundwater recharge measures.
- 3.4.4 Carry out Design and Drawings for all the components of the work as per PWD requirement and submit the same to client for review and approval, Prepare Tender Drawings,
- 3.4.5 Preparation of detailed traffic diversion Plan during construction of the proposals along with barricading plan, utility shifting plan. Widening of road for Traffic diversions etc.
- 3.4.6 Preparation of road markings plan, along the road edge, road Centre line & as per IRC guidelines, bus stop marking, medians & speed breakers, & junction improvements.
- 3.4.7 Details footpaths, kerbs, kerb ramps, railings, vehicular impact guardrails and other road related facilities as per the guidelines of IRC and to the satisfaction of the Engineer in charge.
- 3.4.8 Details of traffic signage, directional signage, street name signs
- 3.4.9 Broad lighting plan with location of new electric poles and light fittings Drawings
- 3.4.10 Development of Carriage way with uniform lane widths. Development of footpath and pedestrian friendly ways. Reserving the space for utilities in a specified corridor.
- 3.4.11 universal accessible design by introduction of ramps, benches and planting beds, provision for future bus stops, public toilets etc.

3.5 Detailed estimate from Utility Department:

- 3.5.1 Digitization of Map received from the GSDL/ Government approved GIS provider of underground utilities and superimposing on the proposed redevelopment plan of the study area.
- 3.5.2 Verification of the Utilities i.e. MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway , DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHA, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department and collection/correction of the plans/section with levels of the utilities on GSDL/ Government approved GIS provider of underground utilities map.
- 3.5.3 Identification of the impacted utilities and preparation of the Plan for shifting of those utilities and co-ordination with the related department till acquiring the cost of shifting of the utility for implementation of the road proposal.
- 3.5.4 GAD drawings should have the layers of the Existing and proposed Utilities Plan as well as Cross section with level, dia., size of each Utility. Consultant shall furnish all details of the Utility shifting as required by Engineer-in-Charge.

3.6 Trees Details for Felling/Cutting/Transplantation:

- 3.6.1 Carrying out tree count survey (Through Total Station/GPS survey) in central verge, sides and in complete ROW of the whole stretch for the work. Overlaying/superimposing of complete tree count on existing Topographic survey map of the entire stretch.
- 3.6.2 Identification of impacted trees in the proposed redevelopment of roads. Marking and numbering of trees impacted on site and superimposed on AutoCAD file and prepare the KML file of the same as required by the forest department.
- 3.6.3 Field data collection of the impacted trees with details of geographic location coordinates, Type of Tree (species), diameter & girth at 15cm as well as 1.35m above ground level, spread diameter of tree, Health status of tree, photograph of each tree and reference number duly shown on the plan shall be made. Collected field data to be compiled in tabular form as required by the Engineer-in-charge.
- 3.6.4 The trees at site to be numbered and marked with paint suitably at 1.35 or 1.85m height or as required by forest department or as directed by Engineer-in-charge.
- 3.6.5 Preparation of report for impacted trees with Alignment wise and/or Tree Officer's Jurisdiction wise Location of trees with girth more than (i) 12-15.7 cm, (ii) 15.7 cm-30cm (iii) more than 30cm (measured at 30cm height from the ground level, or as directed by officials of Forest Department in separate Auto Cad layer.
- 3.6.6 Identification of trees which can be saved (without cutting/transplanting if falling on the proposed median/footpath/traffic island (not below the elevated corridor).

- 3.6.7 Preparation and submission of Report, preparation of case for onward submission to Forest Department of Delhi government for obtaining permission for Tree Felling/Cutting/Transplantation as per direction of Engineer-in-charge.
- 3.6.8 Preparation of presentation to be presented before higher officials of Department, courts or any other authority dealing with the matter.
- 3.6.9 Preparation of details for compensatory tree plantation in Auto cad/KML format and all details as required by the concerned department.
- 3.6.10 Consultant will study in detail about feasibility of the integration scheme for proposed structures (flyover/tunnel/underpass or any other proposed structure) with existing infrastructural assets and submit the detailed proposal regarding the same.

3.7 Guidelines for application to forest permission and Data of Trees

To apply for permission to fell, transplant, or prune trees consultant should provide and assist the department with necessary record and documents as given below are otherwise required by the forest department.

- 3.7.1 Ownership Proof: Documents verifying ownership or occupancy of the property collect for revenue department.
- 3.7.2 Tree Details: Information about the number, species, and girth measurements of the trees involved.
- 3.7.3 Site Photographs:-
For 1–10 trees: One site photo plus one photo per tree.
For more than 10 trees: One site photo plus five photos showing the trees in question.
- 3.7.4 Compensatory Plantation Plan: Details of the proposed location and species for compensatory planting, including latitude and longitude coordinates.
- 3.7.5 Preparation of Self-Certified Undertaking: A declaration affirming the accuracy of the provided information.
- 3.7.6 Preparation of Additional Forms:
 - i. Form B: Application for permission to fell trees.
 - ii. Form C: Application for removal or disposal of trees or forest produce.
 - iii. Form E: Permission granted for felling of trees.
 - iv. Form F: Permission granted for removal or disposal of trees or forest produce.

Note:- All documents should be in PDF format and not exceed 2 MB or otherwise requirement of forest department e-platform in size. Photographs should be in JPG/JPEG format and also under 2 MB or otherwise requirement of forest department e-platform. These requirements are indicative and the consultant has to provide all details as per requirement of forest department and apply in the portals of E-forest or E-parivesh or any other portal and obtain the permission.

This should be as per guidelines of Annexure-T as amended from time to time.

3.8 Land acquisition:

- 3.8.1 Collection & compilation of Land Records using Revenue Maps / Sheets, Toposheets etc. from Land & Revenue Department, for preparation of Land schedules, Land Use Plan & Preparation of applications for acquisition of land required for implementation of proposal.
- 3.8.2 Preparation of the Land Schedules including details land ownership such as Tenancy land, Govt. land, Revenue land, all types of Forest Land i.e. Reserve Forest, Protected Forest, Revenue Forest, etc. referring revenue boundary map and tentative land schedules.
- 3.8.3 Finalization of Land Schedules based on the Cadastral / Revenue maps.
- 3.8.4 Village wise revenue map of affected land to be acquired, prepared and to be duly certified from Concerned Revenue Official like Patwari and counter signed by Kanoongo / Tehesildar.
- 3.8.5 Preparation & Digitization of the Revenue sheets, Land Use Plan & Combined Mauza Map for all the land which is to be acquired.
- 3.8.6 Responsible for verifying the land schedules and Digitized Map of Land Use Plan & Combined Mauza Plan from District Administration, and to authenticate the same from Concerned Officials of Government of Delhi as per Government norms.
- 3.8.7 A cost of land acquisition to be worked out by the consultants.
- 3.8.8 Consultant to support with all input to PWD required to submit a requisition to the Land & Building Department (L&B) specifying the land's details (Khasra No., area, records) etc. and attend all related meetings with the concerned departments along with verification on site till the process of land acquisition is complete.

3.9 NOC from concerned Department.

- 3.9.1 Consultant shall obtain NOC from MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway, DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archaeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department, if consultant fails to obtain NOC, penalty shall be imposed upto 5% of total consultancy charges or suitable action against the firm will be taken. **Provided, fault is attributable on the part of consultant.** The decision of Chief Engineer flyover shall be final and binding, agency shall be given chance to put up their case by any action. Department will facilitate (if required) the consultant in obtaining NOC from concerned authority. However, it will be responsibility of consultant to coordinate and obtain NOC from authority.

- 3.9.2 Wherever required, consultant will liaise with concerned authorities/**department** and arrange all clarifications/**queries within 3 days and every 7 days appraise regarding the status. Also send the reminder to the concerned department.** Approval of all drawings including GAD and detail engineering drawings will be got done by the consultant from any concerned department. However, if any department require proof checking of the drawings prepared by the consultants, the same will be got done by PWD and payment to the proof consultant shall be made by PWD directly. Consultant will also obtain final approval from Ministry of Environment and Forest for all applicable clearances. Consultant will also obtain approval for estimates for shifting of utilities of all types from the concerned authorities and PWD. Consultant is also required to prepare all Land Acquisition papers for acquisition of land either under NH Act or State Act as per latest guidelines.
- 3.9.3 Consultant shall obtain all types of necessary clearances required for implementation of the project on the ground from the concerned agencies. The client shall provide the necessary supporting letters and any official fees as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation.

3.10 Standards and Codes of Practices.

- 3.10.1 All activities related to field studies, design and documentation shall be done as per the latest guidelines/ circulars of MoRTH and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standards practices, may be adopted. The Consultants, upon award of the Contract, may finalize this in consultation with PWD and reflect the same in the inception report.
- 3.10.2 All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per IRC:71.

3.11 Quality Assurance Plan (QAP)

- 3.11.1 The Consultants should have detailed Quality Assurance Plan (QAP) for all field studies including topographic surveys, traffic surveys, engineering surveys and investigations, design and documentation activities. The quality assurance plans/procedures for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, traffic surveys, material geo-technical and sub-soil investigations, road and pavement investigations, investigation and design of bridges & structures, environment and R&R assessment, economic & financial analysis, drawings and documentation, preparation, checking, approval and filing of calculations, identification and tractability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personal who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since

inception to the completion of work. The detailed Draft QAP Document must be discussed and finalized with the concerned PWD officers immediately upon the award of the Contract and submitted as part of the inception report.

- 3.11.2 It is imperative that the QAP is approved by PWD before the Consultants start the field work.

3.12 Drainage System

- 3.12.1 The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the project road section.
- 3.12.2 In addition to the roadside drainage system, the Consultants shall design the special drainage provisions for sections with super-elevated carriageways, high embankments and for road segments passing through cuts. The drainage provisions shall also be worked out for road segments passing through urban areas.
- 3.12.3 The designed drainage system should show locations of turnouts/outfall points with details of outfall structures fitting into natural contours. A separate drawing sheet covering entire stretch of road shall be prepared.
- 3.12.4 The project shall be designed to have well designed efficient drainage system, which shall be subsurface, as far as possible. While constructing the underpasses, the finished road level shall be determined so as to ensure that the accumulation of rain water does not take place and run-off flows at the natural ground level. The drains, wherever constructed, shall be provided with proper gradient and connected to the existing outlets for final disposal.
- 3.12.5 The rain water harvesting requirements be assessed taking into consideration the Ministry of Environment & Forest Notification Dt. 14.01.1997 (as amended on 13.01.1998, 05.01.1999 & 06.11.2000 or any latest Amendment). The construction of rainwater harvesting structure is mandatory in and around water scarce / crisis areas notified by the Central Ground Water Board. The provisions for rainwater harvesting be executed as per the requirements of IRC:SP:42-2014 (Guidelines for Road Drainage) and IRC:SP:50-2013 (Guidelines on Urban Drainage).
- 3.12.6 The locations of the culverts should be planned in such a way that the proposed culvert covers optimum catchment area & the location shall be decided on the basis of topographical survey, local rainfall data, gradient of natural ground and enquiry from the local habitants. All culverts should preferably be box culverts as pipe culverts get filled up with silt, which is rarely cleared.

3.13 Traffic Safety Features, Road Furniture and Road Markings

- 3.13.1 The Consultants shall design suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. The locations of these features shall be given in the reports and also shown in the drawings.

- 3.13.2 The Consultant should make the provisions for “the overhead (gantry-mounted) signs on roads with two or more lanes in the same direction” as per provisions of IRC-67. The minimum height of gantry mounted sign be 5.5 m above the highest point at the carriageway.
- 3.13.3 Road safety shall be the focus of design. The roads shall be forgiving, having self-explaining alignment, safe designed intersections / interchanges segregation and safe crossing facilities for VRUs with crash barriers at hazardous locations. The details of traffic signs and pavement markings with their locations, types and configuration shall be shown on the plan so that they are correctly provided.
- 3.13.4 DPR shall undergo the exercise of Road Safety Audit through the Road Safety Auditor (separate from design team) and recommendations mentioned be incorporated.
- 3.13.5 Road markings and proper signage constitute another important aspect of the Road safety. The DPR shall contain a detailed signage plan, indicating the places, directions, distances and other features, duly marked on the chainage plan. It shall specify the suitable places where FoBs are to be provided. Road marking and signage plan shall be included in DPR and shall be specifically approved by the NHAI/PWD.
- 3.13.6 As availability of suitable sight distance has a large effect on road safety, the alignment of should be finalized in such a way so as to have double the stopping sight distance available to the road users at all locations.

3.14 Arboriculture and Landscaping

- 3.14.1 The Consultants shall work out appropriate plan for planting of trees (specifying type of plantation), horticulture, floriculture on the surplus land of the right-of way with a view to beautify the road and making the environment along the road pleasing. These activities should be included in the TOR for contractor/concessionaire and the cost of these activities shall also be added to the total project cost for civil works. The existing trees / plants shall be retained to the extent possible. The Transplantation of trees shall also be proposed wherever feasible.

3.15 Environmental Assessment as per Guidelines/ latest SOPs of Concerned Department.

- 3.15.1 The consultant shall assess the potential significant impacts and identify the mitigation measures to address these impacts adequately.
- 3.15.2 The consultant shall do the analysis of alternatives incorporating environmental concerns. This should include with and without scenario and

modification incorporated in the proposed project due to environment considerations.

- 3.15.3 The consultant shall prepare the bill-of-quantities (BOQ) and technical specifications for all items of work in such a way that these may be readily integrated to the construction contracts.
- 3.15.4 The consultant shall establish a suitable monitoring network with regard to air, water and noise pollution. The consultant will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.
- 3.15.5 The consultant shall provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.
- 3.15.6 The consultant shall identify and plan for plantation and Transplantation of the suitable trees along the existing highway in accordance with IRC guidelines.
- 3.15.7 The consultant shall assist in providing appropriate input in preparation of relevant environment and social sections of BPIP.
- 3.15.8 Provision should be made for Noise Barriers wherever (especially where project highway passes through dense habitation) required as a mitigation measure against noise pollution and nuisance. Their location, dimension, type, material and shapes should be determined and defined in environment impact assessment studies forming part of DPR.

3.16 Social Assessment

- 3.16.1 The consultant would conduct base line socio-economic and census survey to assess the impacts on the people, properties and loss of livelihood. The socioeconomic survey will establish the benchmark for monitoring of R&R activities. A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stakeholder discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.

3.17 Cost Benefit Analysis

- 3.17.1 The Consultants shall carry out cost benefit analysis for the project. The analysis should be for each of the sections covered under this proposal. The benefit and cost streams should be worked out for the project using HDM-IV or other internationally recognized life-cycle costing model.

- 3.17.2 The economic analysis shall cover but be not limited to be following aspects:
- a. Assess the capacity of existing roads and the effects of capacity constraints on vehicle operating costs (VOC);
 - b. Calculate VOCs for the existing road situation and those for the project;
 - c. Quantify all economic benefits, including those from reduced congestion, travel distance, road maintenance cost savings and reduced incidence of road accidents; and,
 - d. Estimate the economic internal rate of return (EIRR) for the project over a 30-year period. In calculating the EIRRs, identify the tradable and non-tradable components of projects costs and the border price value of the tradable components.
- 3.17.3 The consultant will justify the proposal with reference to time, fuel, reduction in carbon emission carbon footprint, numbers of trees saved, man hour saved, and other relevant factors. Detailed calculation for the same is to be given.

Chapter-4

Design & Drawings

Design Structural & Tender Drawings for each corridor

- 4.1 The consultants shall develop design drawings for approved structures such as Flyover, Underpass, subway, FOB etc. and integrate the same with the general arrangement drawing set.
- 4.2 Details of type of pavement such as flexible/ rigid pavement at grade road intersections & details of accesses to adjoining Plots/houses/properties etc.
- 4.3 The consultants will suggest the tentative depth of the Piles and the broad structural form for the proposed elevated section however the detailed structural design is not included in the scope of the Consultants.
- 4.4 Development of broad bill of quantities, specifications and cost estimate – Based on the tender drawings using the local SoR, market rate analysis, Morth Data Book and CPWD DSR.
- 4.5 Detailed Project Report: All primary and secondary data, their analyses, concept design, design principles, GAD, services designs, cost estimates, etc. shall be incorporated and compiled into a detailed project report.
- 4.6 Tender Drawings: The consultant shall put together a complete set of inclusions for the tender document (for implementation/construction at site) including tender drawings, bill of quantities, specifications, cost estimate, set of special conditions of the contract. The consultant shall also support the PWD in putting together the entire tender document as per established template and protocols of the PWD.
- 4.7 Evaluation and Approval process of GAD Drawings – The consultant shall present the GAD and services drawings to the PWD and all key stakeholders.
- 4.8 Development of Detailed Tender Drawings – Detailed drawings and all services as well structural drawings shall be finalized after incorporating all comments, and the same shall be detailed to the tender drawing level and requirements, in consultation with the PWD and other stakeholders.
- 4.9 The consultant shall provide all soft copies of all drawings and other design/site data to the appointed contractor and support the same in validating/understanding of the contractor.
- 4.10 Drainage System**
 - 4.10.1 The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the project road section.

- 4.10.2 In addition to the roadside drainage system, the Consultants shall design the special drainage provisions for sections with super-elevated carriageways, high embankments and for road segments passing through cuts. The drainage provisions shall also be worked out for road segments passing through urban areas.
- 4.10.3 The designed drainage system should show locations of turnouts/outfall points with details of outfall structures fitting into natural contours. A separate drawing sheet covering entire stretch of road shall be prepared.
- 4.10.4 The project shall be designed to have well designed efficient drainage system, which shall be subsurface, as far as possible. While constructing the underpasses, the finished road level shall be determined so as to ensure that the accumulation of rain water does not take place and run-off flows at the natural ground level. The drains, wherever constructed, shall be provided with proper gradient and connected to the existing outlets for final disposal.
- 4.10.5 The rain water harvesting requirements be assessed taking into consideration the Ministry of Environment & Forest Notification Dt. 14.01.1997 (as amended on 13.01.1998, 05.01.1999 & 06.11.2000 or any latest Amendment). The construction of rainwater harvesting structure is mandatory in and around water scarce / crisis areas notified by the Central Ground Water Board. The provisions for rainwater harvesting be executed as per the requirements of IRC:SP:42-2014 (Guidelines for Road Drainage) and IRC:SP:50-2013 (Guidelines on Urban Drainage).
- 4.10.6 The locations of the culverts should be planned in such a way that the proposed culvert covers optimum catchment area & the location shall be decided on the basis of topographical survey, local rainfall data, gradient of natural ground and enquiry from the local habitants. All culverts should preferably be box culverts as pipe culverts get filled up with silt, which is rarely cleared.

4.11 Traffic Safety Features, Road Furniture and Road Markings

- 4.11.1 The Consultants shall design suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. The locations of these features shall be given in the reports and also shown in the drawings.

- 4.11.2 The Consultant should make the provisions for “the overhead (gantry-mounted) signs on roads with two or more lanes in the same direction” as per provisions of IRC-67. The minimum height of gantry mounted sign be 5.5 m above the highest point at the carriageway.
- 4.11.3 Road safety shall be the focus of design. The roads shall be forgiving, having self-explaining alignment, safe designed intersections / interchanges segregation and safe crossing facilities for VRUs with crash barriers at hazardous locations. The details of traffic signs and pavement markings with their locations, types and configuration shall be shown on the plan so that they are correctly provided.
- 4.11.4 DPR shall undergo the exercise of Road Safety Audit through the Road Safety Auditor (separate from design team) and recommendations mentioned be incorporated.
- 4.11.5 Road markings and proper signage constitute another important aspect of the Road safety. The DPR shall contain a detailed signage plan, indicating the places, directions, distances and other features, duly marked on the chainage plan. It shall specify the suitable places where FoBs are to be provided. Road marking and signage plan shall be included in DPR and shall be specifically approved by the NHAI/PWD.
- 4.11.6 As availability of suitable sight distance has a large effect on road safety, the alignment of should be finalized in such a way so as to have double the stopping sight distance available to the road users at all locations.

4.12 Arboriculture and Landscaping

- 4.12.1 The Consultants shall work out appropriate plan for planting of trees (specifying type of plantation), horticulture, floriculture on the surplus land of the right-of way with a view to beautify the road and making the environment along the road pleasing. These activities should be included in the TOR for contractor/concessionaire and the cost of these activities shall also be added to the total project cost for civil works. The existing trees / plants shall be retained to the extent possible. The Transplantation of trees shall also be proposed wherever feasible.

Chapter-5

Cost Benefits Analysis

5.1 Cost Benefit Analysis for each corridor

- 5.1.1 The Consultants shall carry out cost benefit analysis for the project. The analysis should be for each of the sections covered under this proposal. The benefit and cost streams should be worked out for the project using HDM-IV or other internationally recognized life-cycle costing model.
- 5.1.2 The economic analysis shall cover but be not limited to be following aspects:
- a. Assess the capacity of existing roads and the effects of capacity constraints on vehicle operating costs (VOC);
 - b. Calculate VOCs for the existing road situation and those for the project;
 - c. Quantify all economic benefits, including those from reduced congestion, travel distance, road maintenance cost savings and reduced incidence of road accidents; and,
 - d. Estimate the economic internal rate of return (EIRR) for the project over a 30-year period. In calculating the EIRRs, identify the tradable and non-tradable components of projects costs and the border price value of the tradable components.
- 5.1.3 The consultant will justify the proposal with reference to time, fuel, reduction in carbon emission carbon footprint, numbers of trees saved, man hour saved, and other relevant factors. Detailed calculation for the same is to be given.

5.2 Social Assessment

- 5.2.1 The consultant would conduct base line socio-economic and census survey to assess the impacts on the people, properties and loss of livelihood. The socioeconomic survey will establish the benchmark for monitoring of R&R activities. A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stakeholder discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.

CHAPTER-6

Revalidation of Data

Chapter-6

Revalidation of Data for each corridor

- 6.1 During the course of consultancy services in case it is considered necessary to revalidate the data of feasibility needs revalidation after collecting data from site due to requirement of UTTIPEC/ PWD (GNCTD) or other authorities, consultant shall provide fresh data contained in feasibility stage-1 & stage-2.
- 6.2 Charges for revalidation of data shall to be consider after 5 years from date of start of consultancy work Only on written instruction by E-in-C after approval of NIT approval authority with recorded reason and supporting documents separate for Stage-1 & 2.
- 6.3 The consultancy charge shall be revised on account of revalidation of data with respect to concerned corridor as below:-

(i)	Detailed estimate from concerned department regarding shifting of utilities i.e. MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway, DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department)	10% of admissible payment of this item as per schedule of payment
(ii)	Details of trees in dwg. Format & Kml file format required as per forest department alongwith processing the case and requisite approval from forest department. (The cost of tree cutting/ transplantation and corresponding requisite land will be paid directly to beneficiary/ forest department)	10% of admissible payment of this item as per schedule of payment
(iii)	Preparation of storm water drain plan co-align existing network of storm water and other services.	10% of admissible payment of this item as per schedule of payment
(iv)	Reconnaissance survey as per IRC SP 19-2001 and Traffic survey including to carry out Origin-Destination survey of traffic (for approaching traffic on either sides) for all modes including the bicycle, NMT and pedestrians on	5% of admissible payment of this item as per schedule of payment of stage-1

	<p>sample basis for three consecutive working days (16 hours both directions) at locations finalized in consultation with the PWD along with simultaneous classified traffic counts. The O-D survey will be undertaken from 00.00 hours to 24.00 hours for 1 day. The O-D survey should be at least 10% of the total passenger volume on the study corridor and topographical survey</p> <p>Detailed traffic survey as per IRC codes</p> <p>Detailed Topographical study</p>	
(v)	Preparation of conceptual structural drawings with technical specification for NIT.	10% of admissible payment of this item as per schedule of payment
(vi)	Land acquisition details from Govt., Private, Agriculture, Commercial, forest and any other, alongwith processing the case and requisite land acquisition from concern.	10% of admissible payment of this item as per schedule of payment

Chapter- 7

UTILITIES & THEIR SHIFTING

Chapter- 7

UTILITIES & THEIR SHIFTING FOR EACH CORRIDOR

- 7.1** To obtain details of underground / over ground services from various utility department like MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway , DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department and prepare necessary shifting plans for these services in consultation with PWD and utility department. Inventorying services details and detailing with scheme including proposal for their shifting/ relocation in safe corridor and for same consultant will get estimate from concerned department for necessarily required services to be required shifted for above development of stretch.
- 7.2** The consultant shall map all utilities, services owned by MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway, DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department, Power companies, Telecom companies, Gas Companies etc. coming in the alignment of the tunnel/ project. The consultant is also required to verify the underground utilities by ground penetrating radar wherever needed Consultants will facilitate PWD, GNCTD for procuring the Data from GSDL/ Government approved GIS provider of underground utilities and the payment in this regard will be made directly by PWD to the GSDL/ Government approved GIS provider of underground utilities. The cost of procuring the data from GSDL/ Government approved GIS provider of underground utilities will be borne by PWD, GNCTD.
- 7.3 Develop a utilities relocation plan**
- 7.3.1** Consultants need to develop and submit a utilities relocation plan in consultation with PWD and user departments clearly identifying current utilities and suggested relocations along with crossings as required.
- 7.3.2** Plan and conduct discussions, consultations and joint site visits required for the planning of utilities shifting and the development of required drawings and proposals.
- 7.3.3** Prepare necessary details, documents and suggested relocation plan to be submitted to user department.
- 7.3.4** Develop initial cost estimates based on suggested relocation plan and the latest available schedule of rates for inclusion in the cost of the project at the time of approval

7.4 Detailed estimate from Utility Department:

- 7.4.1 Digitization of Map received from the GSDL/ Government approved GIS provider of underground utilities and superimposing on the proposed redevelopment plan of the study area.
- 7.4.2 Verification of the Utilities (MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway, DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department) from respective departments and collection/correction of the plans/section with levels of the utilities on GSDL map.
- 7.4.3 Identification of the impacted utilities and preparation of the Plan for shifting of those utilities and co-ordination with the related department till acquiring the cost of shifting of the utility for implementation of the road proposal.
- 7.4.4 GAD drawings should have the layers of the Existing and proposed Utilities Plan as well as Cross section with level, dia., size of each Utility. Consultant shall furnish all details of the Utility shifting as required by Engineer-in-Charge.
- 7.4.5 Consultant shall also map out sub-surface utilities. Accurate mapping and resolution of all sub-surface utilities up to a depth of 10 m shall be carried out. Differentiation between sub-surface utilities such as live electric cables, metallic utilities and other utilities shall be indicated and sub-surface utilities radargrams further processed into utility maps in formats such as PDF, JPEG and AutoCAD shall be furnished. To meet the accuracy levels, consultant shall use Ground Penetrating Radar, Induction Locator or better technologies.
- 7.4.6 The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and the extent of land acquisition with LA schedule, utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission to the concerned agency.
- 7.4.7 If there is a difference of more than (+/-) 5% in shifting of utility charges, penalty shall be imposed 1% of total consultancy charges or suitable action against the firm will be taken. **Provided, fault is attributable on the part of consultant.** The decision of Chief Engineer flyover shall be final and binding, agency shall be given chance to put up their case by any action.

Chapter- 8

PERMISSION FROM FOREST DEPARTMENT

Chapter- 8

PERMISSION FROM FOREST DEPARTMENT FOR EACH CORRIDOR

- 8.1 Locations of trees with girth more than 15 cm (measured at 1 m height from the ground level) or as directed by officials of Forest Department in separate Auto Cad layer. A table, showing location, type, their species, and girth diameter and reference number duly shown on the plan shall be made. The trees at site to be numbered and marked with paint including the identification of trees, which can be saved (without cutting), if falling on median and provide KML format.
- 8.2 **Trees Details for Felling/Cutting/Transplantation:**
- 8.2.1 Carrying out tree count survey (Through Total Station/GPS survey) in central verge, sides and in complete ROW of the whole stretch for the work. Overlaying/superimposing of complete tree count on existing Topographic survey map of the entire stretch.
- 8.2.2 Identification of impacted trees in the proposed redevelopment of roads. Marking and numbering of trees impacted on site and superimposed on AutoCAD file and prepare the KML file of the same as required by the forest department.
- 8.2.3 Field data collection of the impacted trees with details of geographic location coordinates, Type of Tree (species), diameter & girth at 15cm as well as 1.35m above ground level, spread diameter of tree, Health status of tree, photograph of each tree and reference number duly shown on the plan shall be made. Collected field data to be compiled in tabular form as required by the Engineer-in-charge.
- 8.2.4 The trees at site to be numbered and marked with paint suitably at 1.35 or 1.85 m height or as required by forest department or as directed by Engineer-in-charge.
- 8.2.5 Preparation of report for impacted trees with Alignment wise and/or Tree Officer's Jurisdiction wise Location of trees with girth more than (i) 12-15.7 cm, (ii) 15.7 cm-30cm (iii) more than 30cm (measured at 30cm height from the ground level, or as directed by officials of Forest Department in separate Auto Cad layer.
- 8.2.6 Identification of trees which can be saved (without cutting/transplanting if falling on the proposed median/footpath/traffic island (not below the elevated corridor)

- 8.2.7 Preparation and submission of Report, preparation of case for onward submission to Forest Department of Delhi government for obtaining permission for Tree Felling/Cutting/Transplantation as per direction of Engineer-in-charge.
- 8.2.8 Preparation of presentation to be presented before higher officials of Department, courts or any other authority dealing with the matter.
- 8.2.9 Preparation of details for compensatory tree plantation in Auto cad/KML format and all details as required by the concerned department

8.3 Guidelines for forest permission and Data of Trees

- 8.3.1 To applying for permission to fell, transplant, or prune trees consultant should provide and assist the department with necessary record and documents as given below are otherwise required by the forest department.
- 8.3.2 Ownership Proof: Documents verifying ownership or occupancy of the property collect for revenue department.
- 8.3.3 Tree Details: Information about the number, species, and girth measurements of the trees involved.
- 8.3.4 Site Photographs:
For 1–10 trees: One site photo plus one photo per tree.
For more than 10 trees: One site photo plus five photos showing the trees in question.
- 8.3.5 Compensatory Plantation Plan: Details of the proposed location and species for compensatory planting, including latitude and longitude coordinates.
- 8.3.6 Preparation of Self-Certified Undertaking: A declaration affirming the accuracy of the provided information.
- 8.3.7 Preparation of Additional Forms:
 - v. Form B: Application for permission to fell trees.
 - vi. Form C: Application for removal or disposal of trees or forest produce.
 - vii. Form E: Permission granted for felling of trees.
 - viii. Form F: Permission granted for removal or disposal of trees or forest produce.

Note:- All documents should be in PDF format and not exceed 2 MB or otherwise requirement of forest department e-platform in size. Photographs should be in JPG/JPEG format and also under 2 MB or otherwise requirement of forest department e-platform. These requirements are indicative and the consultant has to provide all details as per requirement of forest department and apply in the portals of E-forest or E-parivesh or any other portal and obtain the permission.

This should be as per guidelines of Annexure-U amended from time to time.

8.4 Trees Details for Felling/Cutting/Transplantation:

- 8.4.1 Carrying out tree count survey (Through Total Station/GPS survey) in central verge, sides and in complete ROW of the whole stretch for the work. Overlaying/superimposing of complete tree count on existing Topographic survey map of the entire stretch.
- 8.4.2 Identification of impacted trees in the proposed redevelopment of roads. Marking and numbering of trees impacted on site and superimposed on Auto cad file and prepare the KML file of the same as required by the forest department.
- 8.4.3 Field data collection of the impacted trees with details of geographic location coordinates, Type of Tree (species), diameter & girth at 15cm as well as 1.35m above ground level, spread diameter of tree, Health status of tree, photograph of each tree and reference number duly shown on the plan shall be made. Collected field data to be compiled in tabular form as required by the Engineer-in-charge.
- 8.4.4 The trees at site to be numbered and marked with paint suitably at 1.35 or 1.85m height or as required by forest department or as directed by Engineer-in-charge.
- 8.4.5 Preparation of report for impacted trees with Alignment wise and/or Tree Officer's Jurisdiction wise Location of trees with girth more than (i) 12-15.7 cm, (ii) 15.7 cm-30cm (iii) more than 30cm (measured at 30cm height from the ground level, or as directed by officials of Forest Department in separate Auto Cad layer.
- 8.4.6 Identification of trees which can be saved (without cutting/transplanting if falling on the proposed median/footpath/traffic island (not below the elevated corridor)
- 8.4.7 Preparation and submission of Report, preparation of case for onward submission to Forest Department of Delhi government for obtaining permission for Tree Felling/Cutting/Transplantation as per direction of Engineer-in-charge.
- 8.4.8 Preparation of presentation to be presented before higher officials of Department, courts or any other authority dealing with the matter.
- 8.4.9 Preparation of details for compensatory tree plantation in Autocad/KML format and all details as required by the concerned department.
- 8.4.10 It will be responsibility of agency to apply and obtain tree transplantation permission. The department shall facilitate and provide necessary assistant.
- 8.4.11 If there is a difference of more than +/- 5% in survey, data collection and submission to forest authority, a penalty shall be imposed 1% of total consultancy charges or suitable action against the firm will be taken. **Provided, fault is attributable on the part of consultant.** The decision of Chief Engineer flyover shall be final and binding, agency shall be given chance to put up their case by any action.

8.4.12 Environmental Assessment as per Guidelines/ latest SOPs of Concerned Department.

- 8.4.13 The consultant shall assess the potential significant impacts and identify the mitigation measures to address these impacts adequately.
- 8.4.14 The consultant shall do the analysis of alternatives incorporating environmental concerns. This should include with and without scenario and modification incorporated in the proposed project due to environment considerations.
- 8.4.15 The consultant shall prepare the bill-of-quantities (BOQ) and technical specifications for all items of work in such a way that these may be readily integrated to the construction contracts.
- 8.4.16 The consultant shall establish a suitable monitoring network with regard to air, water and noise pollution. The consultant will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.
- 8.4.17 The consultant shall provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.
- 8.4.18 The consultant shall identify and plan for plantation and Transplantation of the suitable trees along the existing highway in accordance with IRC guidelines.
- 8.4.19 The consultant shall assist in providing appropriate input in preparation of relevant environment and social sections of BPIP.
- 8.4.20 Provision should be made for Noise Barriers wherever (especially where project highway passes through dense habitation) required as a mitigation measure against noise pollution and nuisance. Their location, dimension, type, material and shapes should be determined and defined in environment impact assessment studies forming part of DPR.

Chapter- 9

LAND ACQUISITION

Chapter-9

LAND ACQUISITION FOR EACH CORRIDOR

9.1 Detailed survey of Project corridor to identify the extent of land and build structures potentially affected by the proposal i.e. Project influence area. Provide revenue/DDA record with size details in Auto Cad dwg. Format, provide detailed of encroachment, provide the details of building line of each property including no. of story of each building, provide the details ownership of each building i.e. government or private & provide layout at site (Nishandehi). Demarcation along the project corridor will be carried out along with the PWD, GNCTD and the consultant will assist with the required information for carrying out the task. The Consultant will provide the details of the surveyor put to job for land acquisition task and get the approval of the PWD, GNCTD before starting the work. PWD, GNCTD will help the Consultants in procuring the required data from the revenue department.

9.2 Land acquisition:

- 9.2.1 Collection & compilation of Land Records using Revenue Maps / Sheets, Toposheets etc. from Land & Revenue Department, for preparation of Land schedules, Land Use Plan & Preparation of applications for acquisition of land required for implementation of proposal.
- 9.2.2 Preparation of the Land Schedules including details land ownership such as Tenancy land, Govt. land, Revenue land, all types of Forest Land i.e. Reserve Forest, Protected Forest, Revenue Forest, etc. referring revenue boundary map and tentative land schedules.
- 9.2.3 Finalization of Land Schedules based on the Cadastral / Revenue maps.
- 9.2.4 Village wise revenue map of affected land to be acquired, prepared and to be duly certified from Concerned Revenue Official like Patwari and counter signed by Kanoongo / Tahsildar.
- 9.2.5 Preparation & Digitization of the Revenue sheets, Land Use Plan & Combined Mauza Map for all the land which is to be acquired.
- 9.2.6 Responsible for verifying the land schedules and Digitized Map of Land Use Plan & Combined Mauza Plan from District Administration, and to authenticate the same from Concerned Officials of Government of Delhi as per Government norms.
- 9.2.7 A cost of land acquisition to be worked out by the consultants.
- 9.2.8 Consultant to support with all input to PWD required to submit a requisition to the Land & Building Department (L&B) specifying the land's details (Khasra No., area, records) etc. and attend all related meetings with the concerned departments along with verification on site till the process of land acquisition is complete.

- 9.2.9 It will be responsibility of agency to apply and obtain LA applications. The department shall facilitate and provide necessary assistant.
- 9.2.10 If there is a difference of more than +/- 1% in LA Details, penalty shall be imposed 5% of total consultancy charges or suitable action against the firm will be taken. **Provided, fault is attributable on the part of consultant.** The decision of Chief Engineer flyover shall be final and binding, agency shall be given chance to put up their case by any action.

9.3 RoW and Land related aspects

- 9.3.1 In case of upgradation of an existing PWD roads, a comparative cost-benefit analysis shall necessarily be carried out while recommending development of existing route/alignment vis-a-vis alternate option of a green –field alignment. While carrying out the cost benefit analysis of both the options, the following factors shall be considered:
- 9.3.2 Extant of land acquisition and the associated costs;
- 9.3.3 Number of structures required to be acquired along their extant and costs.
- 9.3.4 The quantum of utilities and costs required for their shifting.
- 9.3.5 The extent of tree –felling and the associated cost & time for obtaining the requisite permissions.
- 9.3.6 In case the green field alignment option works out to be a preferred option, then-
- 9.3.7 Entire ROW may be acquired for a maximum capacity of carriage way with provision for service roads.
- 9.3.8 All efforts shall be made to avoid any road alignment through National Parks and Wildlife Sanctuaries, even if it requires taking a longer route / bypass.
- 9.3.9 Role and Responsibilities at different stages of Land Acquisition
- 9.3.10 The Consultant in the process of his deliverables, is expected to:
- 9.3.11 To delineate and propose the most optimal alignment and take care of geometrics of the road to meet safety parameters while finalizing the DPR;
- 9.3.12 Identify and avoid (to the extent feasible) all such structures (religious structures, public utilities cremation grounds, private structures) in the RoW of the road project that could become major hindrances at the time of project execution;
- 9.3.13 Procure or create digitized, geo referenced cadastral/land revenue maps for the purpose of land acquisition activities. Where various departments of Delhi government have already digitized cadastral maps, the consultant shall arrange to procure such maps. The digitized map should exactly match the original map so that the dimensions and area of plots can be extracted from the map itself.
- 9.3.14 Co-ordinate collection of all relevant land revenue records (including Khasra maps, Khatiyani, Jamabandi etc.) from the local land revenue administration office.
- 9.3.15 Clear identification and preparation of an inventory of the assets attached to the land under acquisition (e.g. Structures, trees, crops or any such assets which should be valued for payment of compensation);
- 9.3.16 Co-ordination with offices of various departments like Land Revenue Office (or Tehsil), Registrar office and other State departments (public works department,

horticulture department, forest department etc.) for evaluation of assets (Structures, tree, crops etc.) attached to the land and liaison with respective authority for authentication of the valuation.

9.3.17 Prepare and inventory of all the utilities (electrical/water supply lines/gas pipelines etc.–

9.3.18 Both linear and cross overs) and all such structures (religious structure, public utilities, cremation grounds, private structures) in the RoW of the road project that could become major hindrances at the time of project execution;

9.3.19 Carefully avoid location of any Flyover/VUP/elevated structure where a high tension electricity line (66/132/220/400 KV etc.) is crossing over so as to avoid raising of such line at such point, while designing the road projects;

9.3.20 Assist in demarcation of the acquired land and installation of the boundary stones/pillars/peg makings along the RoW of the alignment;

9.4 Overall program management of all activities pertaining to Land Acquisition

9.4.1 Coordinate all activities necessary for accurate and timely publication of notifications as per relevant Act including but not limited to –

- a. Identify all land parcels that need to be acquired as part of project.
- b. Conduct Joint Measurement Survey in conjunction with CALA (Competent Authority for Land Acquisition), PWD and revenue department or any other concerned department to verify land records.
- c. Conduct valuation of land and associated assets (structures, trees, crops etc.) and liaison with authorities of State Government for authentication of the valuation.

9.4.2 **Liaison with relevant state departments throughout land acquisition process.**

- a. Liaison with State Government departments including but not limited to Land Revenue Office (or Tehsil), Sub - Registrar office, Directorate of Surveys and with departments (like Public works department, horticulture department etc.) to expedite the land acquisition process.
- b. Co-ordinate collection of all the necessary land record documents and information required to support CALA/CALA staff during the LA process.

9.4.3 **Facilitate communication between PWD and CALA throughout land acquisition process.**

- a. Ensure prompt official communication (including delivery of documents and notifications) between the office of Competent Authority for Land Acquisition (CALA) and PWD.

9.4.4. **Support CALA and with manpower and resources CALA throughout land acquisition process**

- a. Ensure presence of adequate manpower like surveyors, revenue inspectors, assistants, peons, computer operators as required to support CALA, PWD in the LA process corresponding to respective project.
- b. Ensure comprehensive quality checks (4 Eye Checks) for all the notifications prepared before submission on designation portal.

- 9.4.5.** Consultant to identify encroachment of any kind on the project area & give requirement of encroachment removal. Consultant to coordinate with STF & authorities for removal of encroachment.
- 9.4.6.** Consultant to give details of the land to be taken over from other department by PWD like DDA/MCD/NDMC/ Revenue etc. & coordinate on behalf of PWD. It will be responsibility of consultant to apply formality on behalf of PWD take over the land.
- 9.4.7.** Consultant to give detail of all the structures at site which may interfere with execution & ensure its removal.

Chapter- 10

CHANGE OF SCOPE

Change of Scope for each corridor

- 10.1 The change of Scope on account of variation in total length of proposed project from the scope of work length only on written instruction by E-in-C after approval of NIT approval authority with recorded reason as given at Data Sheet of agreement shall be dealt as follows.
- 10.2 During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services (of total length or scope of work length as compared to indicative Length as given in the Data Sheet) by the Engineer-in-charge the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed as per UTTIPEC/ PWD (GNCTD) he shall inform of the same to the Engineer-in-charge. The Engineer-in-charge will examine and shall either reject the proposal or issue change of scope notice.
- 10.3 The Consultancy fee shall be revised on account of change of scope as below: -
In case the total length of project increase/ decrease up to 10% of indicative length given in the Data Sheet: No change in Consultancy Fees. In case the increase/ decrease in total length of project is more than 10 % of the indicative length as given in the Data Sheet: The consultancy fee shall be increased/ decreased in following manner.
- 10.4 During currency of the feasibility work or after the submission of Final Report increase in length of the project beyond the already included in the scope as mentioned in data sheet, beyond 10% of the original consultancy charges shall be paid to the agency for each length of the project as mentioned in data sheet or part thereof as per given below:-
Amount to be paid for extra work under COS=

$$\frac{\text{Proposed length of project (X2)} - \text{Schedule length of project (X1+10\% of X1)}}{\text{Schedule length of project (X1)}} \times T1 \{30\% \text{ of original tendered amount of consultancy fee (T)}\}$$
- 10.5 During currency of the feasibility work decrease in length of the project within the already included in the scope of length as mentioned in data sheet, amount find out on prodata basis of the original consultancy charges shall be recovered from the agency.
Amount to be recovered for reduced work under COS=

$$\frac{\text{Schedule length of project (X1-10\% of X1)} - \text{Proposed length of project (X2)}}{\text{Schedule length of project (X1)}} \times T \{ \text{original tendered amount of consultancy fee (T)} \}$$
- 10.6 In case of change is involved after submission of Final Report / due to revision of

specifications / IRC Codes etc or as per change in site conditions.

(i)	Revision of feasibility study after final approval of scheme from UTTIPEC till approval of modified scheme from UTTIPEC	2.5% of the original Consultancy charges.
(ii)	Revision of DPR due to any changes	0.25% of the original Consultancy charges.

10.7 Revalidation of data shall be dealt in change of scope as per requirement, as per chapter -6. Rates are mention in chapter-6.

Chapter-11
Data Sheet

DATA SHEET

S No.	Description	Detail
1	Name of work:	Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.
2	Name and address of the Client Department	Public Works Department
3	Engineer-in-Charge for the project	Executive Engineer, Flyover Project Division F-14, Public Works Department, , Mukarba Chowk G T Karnal Road New Delhi-110033
5	Employer / Department	Public Works Department, GNCTD unless otherwise specifically mentioned
5	Estimated total length	1.30 Kms.
6	Estimated Cost	Rs. 85,82,936/-
7	Earnest money	Rs. 1,71,659/- which shall be refunded after submission of 'Performance Guarantee' by the bidder whose bid is finally accepted. In respect of the other bidders, it shall be refunded immediately after their disqualification at appropriate stages. The MSME firms registered on Udyam registration portal (URP) of Ministry of MSME, Govt. of India under Public Procurement policy are exempted from payment of EMD for supply of goods and services for reserved items as per list notified by Ministry of Micro, Small and Medium Enterprises vide gazette notification dated 23rd March 2012 and amended from time to time.
8	Performance Guarantee	5% of Bid Value
9	Security Deposit	2.5% of Bid Value
10	Schedule of fee payment	Mentioned in Chapter-13
11	Time Allowed	150 days or after completion of construction work whichever is later.
12	Clause of Contract	Mentioned in Chapter-14
13	Accepting Authority	<i>Executive Engineer, Flyover Project Circle F-5, PWD or his successor.</i>
	Performance Guarantee (i) Time allowed for submission of Performance Guarantee	7 days

14	from the date of issue of letter of acceptance (ii) Maximum allowable extension beyond the period provided in (i) above	3 days with late fees @ 0.1% per day of PG amount.
15	Compensation for delay Authority for fixing Compensation	<i>Superintending Engineer, Flyover Project Circle F-5, PWD or his successor.</i>
16	Number of days from the date of issue of letter of acceptance for reckoning date of start.	10 days
17	Authority to give fair and reasonable Extension of time for completion of work	<i>Superintending Engineer, Flyover Project Circle F-5, PWD or his successor.</i>
18	GST liability	The rates quoted by the bidder shall be inclusive of GST.
19	Other taxes & liability	The rates quoted by the bidder shall be inclusive of other taxes & liability.
20	Bid Validity period	75 days from the date of opening of Technical Bid.
21	Standard format for submission of proposal for approval of UTTIPEC	As per guidelines given in Annexure- R or as amended time to time.
22	Settlement of disputes	Any disputes arising between the parties to this agreement/ contract shall be subject to the exclusive jurisdiction of courts in Delhi only. As per OM No. F.10 (31)/2023/PWD- I/Court Matters/4309-17 dated 21.04.2025 (Annexure-S)
23	Standard Operating Procedure for Tree felling/ transplantation	As per guidelines given in Annexure- T or as amended time to time and as modified / amended by Hon'ble Delhi High Court order dated 20.05.2025 & 23.05.2025 in the matter of Bhavreen Khandari vs Sh CD Singh & Ors (CONT.CAS(C) 1149/2022)
24	From where the project is conceived with details & make all supporting	As below

	documents	
24.1	Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.	<p>Public representations were received in this office from Hon'ble Member of Parliament (Lok Sabha), West Delhi for construction for construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block.</p> <p>A Joint site inspection meeting was conducted on 22.05.2025 in presence of officials from PWD flyover project division, Concerned road maintenance division, RWA Sagarpur and Traffic Police Department.</p> <p>The Traffic Police representatives emphasized the necessity of constructing the flyovers to facilitate smoother traffic movement from Dabri Flyover to the Cantonment area.</p>
25	Current condition of the study report of NIT stretch such as No. of junction, existing row of visible features	
25.1	Consultancy services for Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.	<p>The total road length under consideration for the flyover construction is 1300 meters. This stretch includes three traffic signals located at Kali Mata Mandir, Sewa Marg Crossing and Sagarpur Marg Crossing.</p> <p>The Right of Way (ROW) varies along the alignment from 33.00 meters to 41.30 meters. Encroachments were observed in certain sections, particularly at the Sagarpur Red Light, where a bus terminal is also present.</p>
26.	Penalty for delay in submission of time and progress chart	@Rs. 500/- per day

CHAPTER- 12

TECHNICAL BID (STAGE-I) AND PRESENTATION (TECHNICAL BID STAGE-II) - PROCESS AND EVALUATION

CHAPTER- 12

TECHNICAL BID - PROCESS AND EVALUATION

12.1 OVERALL EVALUATION PROCESS & SELECTION OF CONSULTANT

The bids from the Bidders are invited for providing “**Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi**”. in a two-bid system consisting of Technical Bid and Financial Bid. The weightage of Technical Bid and Financial Bid will be 70% and 30% respectively in the selection process of the Consultant. The Technical Bid will have components such as documents for eligibility, experience, organizational structure and design scheme for this work. The Technical Bid will have a weight age of 70% in overall final score. The Financial Bid will have a weightage of 30% in the overall final score.

The eligibility criteria for Consultants participating in the selection process are laid down below in Section-B of this Chapter. The Bidders will be evaluated for Technical Bid as per the criteria contained in Section-B of this chapter. Financial bids of the participating firms will be evaluated based on the criteria and procedure contained in Section-C i.e. ‘Financial Bid Evaluation’. Marks will be given during the evaluation of Technical and Financial Bid as detailed in the following sections of this chapter. A Bidder scoring the highest marks after the evaluation of Technical Bid stage and Financial Bid will be qualified for providing comprehensive consultancy for the project.

12.2 TECHNICAL BID EVALUATION

The Consultant eligible for participation will be evaluated based on their experience, organization structure capability and design scheme in the Technical Bid Stage. An eligible Bidder in Technical Bid must score a minimum of 70% (seventy percent) of marks in aggregate so that they could qualify to participate in the Financial Bid stage.

12.3 ELIGIBILITY CRITERION FOR TECHNICAL BID (STAGE-I)

All Bidders have to fulfill the following conditions of eligibility before they are considered for Evaluation under Technical Bid Stage (Stage-I):

The Firms / Consultants should have completed following Consultancy works during the last **Seven** years ending last day of month previous to the one in which tenders are invited:

- (i) One similar completed work costing not less than Rs. 69 Lakh or length of similar work of 1.04 kms.

Or

- (ii) Two similar completed works each costing not less than Rs. 55 Lakh or length of similar work of 0.78 kms.

Or

- (iii) Three similar completed works each costing not less than Rs. 35 Lakh or length of similar work of 0.52 kms

“Similar work shall mean feasibility studies and Geometric Design of Urban Public transport/Urban Road infrastructure Project”.

(Note:- Substantially completed work with similar work should also be considered for similar work. Substantial completion shall be based on 80 (Eighty) per cent (value wise) or more works completed under the contract. For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement, certificate for substantial completion of feasibility studies should contain two parts Part-I shall contain financial value of work done and part-II shall contain certificate of functional completion it should issued by the authority not below rank of Executive Engineer.

- 12.3.1 The bidder is required to confirm that the similar completed works during the last 7 years ending previous day of last date of submission of bid have been executed by him independently and not got executed through another consultant on back to back basis as per Annexure-J. In case, the similar work(s) have been executed through a JV, the percentage share of the bidder in that JV will be applied on the total quantum of work to arrive at the value of work to be considered for similar work(s).
- 12.3.2 The satisfactorily completed certificate of the similar works should be from an authority not below the rank of Executive Engineer or equivalent. The certificate should include the value of the project stating cost of overall project with details, year of completion and time over-run if any.
- 12.3.3 Particulars of completed projects and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each project completed or in progress as per Annexure–D.

12.4 Minimum Overall Experience

- 12.4.1 The overall experience of the firm should not be less than 7 years on previous day of last date of submission of tender. This means that the firms should be in practice and providing Comprehensive Traffic Engineering/Highway Design consultancy services for a minimum period of last 7 years. A list of the major and important works designed by the firm since its inception may be given in Annexure-C.

12.4.2 Further, if the Bidder has been debarred/ restrained/ black listed by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./PSU etc. in the past from providing Comprehensive architectural consultancy services then such a bidder will not be eligible to participate in the bidding process for selection of Consultant.

12.5 Profit Loss Criteria

12.5.1 The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March, 2025.

12.5.2 Financial strength

- (i) Turnover as per clause 3.8.3
- (ii) Networth as per clause 3.8.5

12.6 SUBMISSION OF OTHER DETAILS/ DOCUMENTS ALONG WITH TECHNICAL BID STAGE

12.6.1 Organizational Structure and Capability- Proposed Team for the Assignment. The Bidders are expected to have capability in all the disciplines of Comprehensive consultancy work required for developing the new buildings. The bidder will be required to give the details of their organizational structure and capability as per Annexure.

12.7 EVALUATION CRITERIA FOR TECHNICAL BID STAGE

12.7.1 In the Technical Bid stage, Bidders will be evaluated by PWD in the following manner:

The initial criteria prescribed in Section B.1 above in respect of experience of similar type of projects completed along with documents as per Section B.2 for organizational structure and overall experience will be scrutinized for determining the Bidders' eligibility for consideration.

12.7.2 CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE-ELIGIBILITY as below:-

Attributes		Evaluation
1 (A)	Experience in similar class of works (10 marks)	(i) 5 marks for one additional similar eligible work (ii) 10 marks for two additional similar eligible work

12.7.3 The Bidders qualifying the eligibility criteria as set out in the Section B.1 above will be evaluated by scoring method on the basis of details furnished by them as below:

TECHNICAL EVALUATION PROFORMA

Table – 1 EVALUATION OF TECHNICAL PROPOSAL OF CONSULTANT

NAME OF FIRM				
ADDRESS				
S.NO.	CRITERIA	POINTS OBTAINED	MAX POINTS	REF. PAGE
1	<p>Specific experience of the consultants related to this assignment and location of head quarter of firm in Delhi (30 point)</p> <p>(A) Experience in relevant projects of similar nature (25). The details are:</p> <p>(I) Completed at-least one similar work with some Central Government Department / State Government Department / Central Autonomous Body / State Autonomous Body /Central Public Sector undertaking/ State Public Sector undertaking</p> <p>(II) For every additional similar work with some Central Government Department / State Government Department / Central Autonomous Body / State Autonomous Body /Central Public Sector undertaking / State Public Sector undertaking (5 up to a maximum of 10)</p> <p>during last seven years ending 31st March 2025</p> <p>(B) If the head quarter of firm is located in Delhi NCR Area (5 point)</p>		15	
2	<p>Qualifications and competence of the key personnel for this assignment (30 point)</p>		5	

i	Transport/ Highway Engineer (Team Leader) (10 point) (A/100 x10)		10	
ii	Traffic Engineer / Planner (6) (A/100 x6)		6	
iii	Urban Planner/ Architect (4) (A/100 x4)		4	
iv	Structural Engineer (4) (A/100 x4)		4	
v	Environmental Expert (4) (A/100 x4)		4	
vi	Social and R&R Expert (2) (A/100 x2)		2	

'A' = Total marks obtained by each Key staff out of 100 as per the prescribed criteria.

Note:- Presentation and its evaluation criteria (Technical bid stage-II) shall be as per condition no. 12.8 to 12.11.

Criteria for assessment of Qualifications and competence of the key personnel for this assignment as referred at 2 above.

The minimum experience & Nos. required of proposed key personal is:-

S.No.	Position	Professional Experience	Educational Experience	Quantity
1.	Transport/ Highway Engineer (Team Leader)	Overall Minimum 10 years for Postgraduate or 15 years for Graduate	Minimum B.Tech/ B.E. or M.tech/ M.E. in relevant field	2 Nos (1+1 Nos. for safety engineer/auditor)
2.	Traffic Engineer/ Planner	Overall Minimum 7years for Postgraduate or 10 years for Graduate	Minimum B.Tech/ B.E. or M.tech/ M.E. in relevant field	1 Nos
3.	Urban Planner/ Architect	Overall Minimum 7 years for Postgraduate or 10 years for Graduate	Minimum B.Tech/ B.E. or M.tech/ M.E. in relevant field	1 Nos
4.	Structural Engineer	Overall Minimum 5 years for Postgraduate or 7 years for Graduate	Minimum B.Tech/ B.E. or M.tech/ M.E. in relevant field	1 Nos
5.	Environmental Expert	Overall Minimum 5 years for Postgraduate or 7 years for Graduate	Minimum B.Tech/ B.E. or M.tech/ M.E. in relevant field	1 Nos
6.	Social and R&R Expert	Overall Minimum 5 years for Postgraduate or 7 years for Graduate	Minimum Bachelor Degree or Master degree in relevant field	1 Nos

Only those Technical proposals which score minimum 70% marks out of 100 marks in aggregate and 50% marks in each individual criteria shall be considered for financial evaluation in the second stage.

Assessment of Qualifications and competence of the key personnel for this assignment:

Designation: Transport/ Highway Engineer (Team Leader)

Name:

Whether minimum criteria fulfilled:

S. No.	Criteria	POINTS OBTAINED	MAX POINTS	REF. PAGE
(1)	General qualifications (30 Points)			
	<i>Professional educational Qualification (30 points).</i>			
i	<i>Relevant Bachelor's Degree (20 points)</i>		20	
ii	<i>Relevant Master's Degree (Transportation Engineering or Highway Engineering or / overall professional Experience of 10 years after post graduation or 15 years after graduation (10 point)</i>		10	
(2)	Adequacy for the project (70)			
A	Total length of experience (30)			
i	<i>Employed with the firm (6 point) [On Contract with the firm (3 point)]</i>		6	
ii	<i>Having minimum prescribed experience (18)</i>		18	
iii	<i>Additional points for having Experience \geq (minimum prescribed period + 5) year (6) in between experience on prodata basis</i>		6	
B	Professional Experience specific to the assignment (40 point)			
i	<i>Experience in at least one similar project (20 point)</i>		20	
ii	<i>For every additional similar work (10 up to a maximum of 20 point)</i>		20	
	Total Points (1) to (2)		100	

Points scored out of 100 shall be appointed as per maximum marks mentioned at (2) above

Assessment of Qualifications and competence of the key personnel for this assignment:

Designation Traffic Engineer / Planner

Name:

Whether minimum criteria fulfilled:

S. No.	Criteria	POINTS OBTAINED	MAX POINTS	REF. PAGE
1	<i>Professional educational Qualification (30).</i>			
i	<i>Relevant Bachelor's Degree (20)</i>		20	
ii	<i>Relevant Master's Degree (Transportation Engineering or Highway Engineering or Transport Planning) / Overall Professional Experience of 07 years after post graduation or 10 years after graduation (10)</i>		10	
(2)	<i>Adequacy for the project (70)</i>			
A	<i>Total length of experience (30)</i>			
i	<i>Employed with the firm (6) [On Contract with the firm (3)]</i>		6	
ii	<i>Having minimum prescribed experience (18)</i>		18	
iii	<i>Additional points for having Experience \geq (minimum prescribed period + 5) year (6) in between experience on prodata basis</i>		6	
B	<i>Professional Experience specific to the assignment (40)</i>			
i	<i>Experience in at least one similar project (20)</i>		20	
ii	<i>For every additional similar work (10 up to a maximum of 20)</i>		20	
	<i>Total Points (1) to (2)</i>		100	

Assessment of Qualifications and competence of the key personnel for this assignment:

Designation: Urban Planner/ Architect

Name:

Whether minimum criteria fulfilled:

S. No.	Criteria	POINTS OBTAINED	MAX POINTS	REF. PAGE
(1)	General qualifications (30)			
	<i>Professional educational Qualification (30).</i>			
i	<i>Relevant Bachelor's Degree (20)</i>		20	
ii	<i>Relevant Master's Degree (Urban Planning or Regional Planning or Urban design) / professional Experience of 7 years after post graduation or 10 years after graduation (10)</i>		10	
(2)	Adequacy for the project (70)			
A	<i>Total length of experience (30)</i>			
i	<i>Employed with the firm (6) [On Contract with the firm (3)]</i>		6	
ii	<i>Having minimum prescribed experience (18)</i>		18	
iii	<i>Additional points for having Experience \geq (minimum prescribed period + 5) year (6) in between experience on prodata basis</i>		6	
B	Professional Experience specific to the assignment (40)			
i	<i>Experience in at least one similar project (20)</i>		20	
ii	<i>For every additional similar work (10 up to a maximum of 20)</i>		20	
	<i>Total Points (1) to (2)</i>		100	

Assessment of Qualifications and competence of the key personnel for this assignment:

Designation: Structural Engineer

Name:

Whether minimum criteria fulfilled:

S. No.	Criteria	POINTS OBTAINED	MAX POINTS	REF. PAGE
1	<i>Professional educational Qualification (30).</i>			
i	<i>Relevant Bachelor's Degree (20)</i>		20	
ii	<i>Relevant Master's Degree in Structural Engineering / professional Experience of 5 years after post graduation or 7 years after graduation (10)</i>		10	
(2)	<i>Adequacy for the project (70)</i>			
A	<i>Total length of experience (30)</i>			
i	<i>Employed with the firm (6) [On Contract with the firm (3)]</i>		6	
ii	<i>Having minimum prescribed experience (18)</i>		18	
iii	<i>Additional points for having Experience \geq (minimum prescribed period + 5) year (6) in between experience on prodata basis</i>		6	
B	<i>Professional Experience specific to the assignment (40)</i>			
i	<i>Experience in at least one similar project (20)</i>		20	
ii	<i>For every additional similar work (10 up to a maximum of 20)</i>		20	
	<i>Total Points (1) to (2)</i>		100	

Assessment of Qualifications and competence of the key personnel for this assignment:

Designation: Environmental Expert

Name:

Whether minimum criteria fulfilled:

S. No.	Criteria	POINTS OBTAINED	MAX POINTS	REF. PAGE
1	<i>Professional educational Qualification (30).</i>			
i	<i>Relevant Bachelor's Degree (20)</i>		20	
ii	<i>Relevant master's degree in environmental engineering or environmental planning or Environmental Science/ professional Experience of 5 years after post Graduation or 7 years after graduation (10)</i>		10	
(2)	<i>Adequacy for the project (70)</i>			
A	<i>Total length of experience (30)</i>			
i	<i>Employed with the firm (6) [On Contract with the firm (3)]</i>		6	
ii	<i>Having minimum prescribed experience (18)</i>		18	
iii	<i>Additional points for having Experience \geq (minimum prescribed period + 5) year (6) in between experience on prodata basis</i>		6	
B	<i>Professional Experience specific to the assignment (40)</i>			
i	<i>Experience in at least one similar project (20)</i>		20	
ii	<i>For every additional similar work (10 up to a maximum of 20)</i>		20	
	<i>Total Points (1) to (2)</i>		100	

Assessment of Qualifications and competence of the key personnel for this assignment:

Designation: Social and R&R Expert

Name:

Whether minimum criteria fulfilled:

S. No.	Criteria	POINTS OBTAINED	MAX POINTS	REF. PAGE
	<i>Professional educational Qualification (30).</i>			
i	<i>Relevant Bachelor's Degree (20)</i>		20	
ii	<i>Relevant Master's Degree in Sociology or Social Sciences or Economics / professional Experience of 5 years after post Graduation or 7 years after graduation (10)</i>		10	
(2)	Adequacy for the project (70)			
A	Total length of experience (30)			
i	<i>Employed with the firm (6) [On Contract with the firm (3)]</i>		6	
ii	<i>Having minimum prescribed experience (18)</i>		18	
iii	<i>Additional points for having Experience \geq (minimum prescribed period + 5) year (6) in between experience on prodata basis</i>		6	
B	Professional Experience specific to the assignment (40)			
i	<i>Experience in at least one similar project (20)</i>		20	
ii	<i>For every additional similar work (10 up to a maximum of 20)</i>		20	
	Total Points (1) to (2)		100	

Note:

- (i) All the bidders are expected to have at least one Lead/ Senior Engineer/ Team Leader who will be responsible for the overall designing and development of the project. This Lead/Senior Engineer/ Team Leader will have minimum experience of 15 years and he/she will be assisted by the team as given in the Table above. It may be noted that since this is a mandatory requirement, therefore, no separate marks are to be given for the same. The capability of the bidders will be

judged by the availability of Team Leader as well as the Team which would assist him/her for which marks are given in Table 1 above.

- (ii) The bidder will submit the Curriculum Vitae of each of the above Technical Personnel. Each CV shall be signed in blue ink by the key personnel and countersigned by the authorized officials of the Firm. Photocopy or unsigned /non-countersigned CVs shall be rejected.
- (iii) Each CV shall contain the proof of age and qualification as well as an undertaking from the key personnel about his availability for the duration prescribed. The key personnel proposed should not have attained the age of 70 years at the time of submitting the proposal (There is no upper age limit for the Team Leader).
- (iv) At least 50% of the personnel proposed for the project should be under the permanent employment with firm(s) on the date of submission of the proposal. Necessary proof (Pay slip/Permanent Employment Certificate on the letter head of the firm) in this connection shall be submitted.
- (v) In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his CV.

Even though a Bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures submitted as per requirement.
- b) Record of poor performance such as abandoning project, not properly completing the assigned project, or financial failures/weaknesses etc.

12.8 PRESENTATION AND ITS EVALUATION CRITERIA (TECHNICAL BIDSTAGE-II)

12.8.1 Participation in Presentation.

All the Bidders who secure overall 70% (Seventy percent) marks in evaluation of Technical Bid (Stage-I) will qualify for further evaluation in Technical Bid Stage-II. Bidders thus qualifying for Technical Bid (Stage-I) will be invited to make a presentation for this Project only before the Jury constituted by PWD.

- 12.8.1.1 Along with Design Proposal, a multi-media presentation is expected from the Bidders. The Bidders shall be required to make presentations of 30 to 40 minutes duration duly supported by computer generated 3D animations, walkthrough etc. The Bidders will present their conceptual understanding of the project in the form of a design proposal/ design scheme along with their vision on the planning of a project.

12.8.1.2 All presentations by the bidders in form of models, drawings, animations and in any other form will be available to PWD for public exhibition and display. The same will be property of PWD. However, the same will not be used by PWD without written permission of the bidder. The venue and schedule of the proposed exhibition will be intimated to all bidders of the proposals presented to the Jury. In case PWD decides to hold a media briefing, these bidders will also be requested to participate.

12.9 Documents to be submitted for Presentation (Technical Bid Stage-II)

The bidder will submit the following documents at the time of presentation:

- 12.9.1 A Detailed Report (bound in A-4 pages, along with a soft copy) containing Consultant visualization of the project influence area.
- 12.9.2 Drawings etc. as given below and all the drawings in optimum size for review.
- 12.9.3 Concept Sheet including:-
- 12.9.4 Master/Layout Plan (1:750): This shall indicate layout of flyover and necessary infrastructure as per PWD requirements along with corresponding sections.
- 12.9.5 Movement- This shall indicate details of vehicular and pedestrian movement, parking, and access to the flyover along with corresponding road stretch.
- 12.9.6 Service road and vacant land - This shall indicate use of service road and vacant space.
- 12.9.7 Built Form- This shall indicate formal and spatial distribution highlighting typological variations.
- 12.9.8 Services and Infrastructure- This shall indicate infrastructure layouts as part of overall planning.
- 12.9.9 Ecological and Environmental considerations of the Project- This shall indicate key aspects and details for a sustainable campus.
- 12.9.10 Landscape Plan 1:750 This shall indicate hard and soft areas, types of plantation, and other Landscaping element etc. along with corresponding road stretch.
- 12.9.11 Development Controls and Decongestion character.
- 12.9.12 Perspective / 3D views.
- 12.9.13 Development Controls and UTTIPEC/DUAC guidelines as part of the overall Report (30 pages max.)

12.10 List of Drawings for each of the above areas:

- 12.10.1.1 Concept Sheets
- 12.10.1.2 All Elevations 1:200
- 12.10.1.3 Two Sectional Elevations 1:200
- 12.10.1.4 Sections (Min 2) 1:200
- 12.10.1.5 Perspective / 3D Views
- 12.10.1.6 Energy and Environmental Considerations

12.10.1.7 Any other details

Note: The entire Design Proposal shall also be submitted in CD/DVD. All drawings submitted in CD/DVD shall be in '.dwg' format, readable in Auto CAD latest version as directed by Engineer-in-Charge.

12.11 Criteria for Evaluation by the Jury:

12.11.1 The Design Scheme/ Proposals and presentations by eligible consultants will be assessed by a Board of assessors constituted by PWD. Each presentation by Bidders will be judged by the Jury based on laid down criteria and marks will be allotted accordingly as per Table-2 below.

TABLE-2: Evaluation Criteria for board of assessors

S. No.	Category	Description	Maximum Marks
I	Approach & methodology and Geometric Design	i. Methodology to be adopted for the project ii. Conceptual Design for the selected stretch iii. Geometric consideration iv. Conceptual X-section for the road considering the existing scenario (Google Maps/Google earth data could be used) v. Comments on TOR (if any)	50
II	Universal Accessibility	i. Elements considered for universal accessibility ii. Elements of the footpath	30
III	Structural form and urban aesthetics	i. Conceptual structural form ii. Street scape elements iii. Conceptual landscape along the stretch	20
		Total Marks	100

12.11.2 Only those Bidders who score a minimum of 70% (Seventy percent) marks in aggregate subject to the condition that the Bidder should score 50% marks in each section of Table-2 above, will be qualified in Technical Bid (Stage- II).

12.11.3 The proportioned marks of technical bid stage –I (Table 1)(30 marks) will be added to the proportioned marks of technical bid stage –II (Table 2) (to be normalized to 40 marks out of 100 marks) to derive the total marks of technical bid.

- 12.11.4 The maximum number of qualified Bidders will be restricted to 5 among those scoring highest marks above 70% of maximum marks. Financial Bids of only those bidders will be opened who qualify in Technical Bid.

12.12 FINANCIAL BID EVALUATION

- 12.12.1 Along with the online submission of Technical Bid, the Bidder will also submit his Financial Bid (through online mode only) quoting fee in the proforma at Annexure-N based on the Scope of Comprehensive Consultancy Services detailed in this document.

12.13 Opening of Financial Bid

- 12.13.1 The Financial Bid of only those Bidders will be opened who qualify as per he above laid down evaluation criteria in the Technical Bid Stage. The Financial Bid will have 30% weight age in the overall evaluation. Bidders will be informed about the date and time of opening of Financial Bid. They may like to be present on such date and time.

12.14 Financial Scores

- 12.14.1 The lowest Financial Bid (FM) will be given a Financial Score (SF) of 100 points. The financial score (SF) of other financial bids given by Bidders will be computed as per the following formula:

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

Where,

FM= Lowest Financial Bid,

FO= Financial Bids of other Bidders,

SF= Financial Score

- 12.14.2 The following example is included for clarification. Suppose 3 proposals are opened for Financial Bid which gave Rs. 120 (Bidder A), Rs. 100 (Bidder B) and Rs. 110 (Bidder C) as Financial Bid amounts. The proposals will thus be scored as under:

Proposal Evaluated cost

Rs.120

Rs.100

Rs.110

- 12.14.3 Financial Scores of all the qualified Bidders eligible will be calculated in the following manner:

- A: $100 \times 100 / 120 = 83$
- B: $100 \times 100 / 100 = 100$
- C: $100 \times 100 / 110 = 91$

12.15 OVERALL EVALUATION FOR SELECTION OF CONSULTANT

- 12.15.1 The final evaluation will consist of summation from the 2 components, i.e. (A) Technical Bid and (B) Financial Bid combining to a total of Marks i.e. A+B. The proportioned marks of technical bid stage –I (Table 1) (30 marks) will be added to the proportioned marks of technical bid stage –II (Table 2) (70 marks) to derive the total marks of technical bid.
- 12.15.2 In the final score, 70% weightage will be given for marks achieved in Technical Bid Stage-I and Stage –II and 30% weight age will be given for marks achieved in Financial Bid (Component B).
- 12.15.3 On the basis of the combined weighted score for Technical Bid Stage and Financial Bid, the qualified Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of Technical Bid Stage and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.
- 12.15.4 In case more than 1 (One) Bidder has identical highest marks in the overall evaluation then the Bidder scoring higher marks in Technical Bid will be recommended for Award of work.
- 12.15.5 Following is an example of the procedure to be followed.
- 12.15.6 As per the example discussed above in clause C.2, suppose three proposals A, B & C were received. The qualified Bidders were awarded 75, 80 and 70 marks respectively for Technical Bid Stage. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the qualified Bidders. The financial bids were evaluated thereafter as per Clause (C) and financial score are given. The combined evaluation, thereafter, will be as under:

Bidders	Marks (Technical Bid Stage-I & II)	Score (Financial Bid)	Total Marks	Rank
A	$75 \times 0.70 = 52.50$	$83 \times 0.30 = 24.90$	77.40	H 2
B	$80 \times 0.70 = 56$	$100 \times 0.30 = 30$	86	H 1
C	$70 \times 0.70 = 49$	$91 \times 0.30 = 27.30$	76.30	H 3

12.15.7 As per above, therefore, proposal-B will be declared as winner of the selection procedure and recommended for negotiations/approval, to the competent authority PWD is not bound to accept any or all the proposals submitted and reserve the right to reject all the proposals without any liability to the bidder(s).

NEGOTIATIONS, if any.

Generally, negotiations are not conducted. In case if situation warrant so, the first ranked consultant may be invited for negotiations. The negotiations may generally not be for reducing the price of the proposal, but will be for re-confirming the obligations of the consultant under the terms of reference. Such points as deployment of key personnel, corrections (if any) carried out in the cost of the financial proposal, the manner in which the consultant intends proceeding with the work, etc. shall be discussed during negotiations. Each key personnel of the preferred consultant may be called for interview at the time of negotiation at the cost of consultant before the award of work. Negotiations normally take two to three days. The aim is to reach agreement on all points and initial draft contract by the conclusion of Negotiation.

12.16 AWARD OF CONTRACT

12.16.1 The Contract will be awarded to the Bidder who obtains highest marks as informed by PWD through a letter of acceptance of his offer.

12.16.2 After issue of such letter of acceptance, the successful Bidder shall have to furnish a performance guarantee for an amount to the extent of 5% (Three percent) of the contract amount within 7 Days of issue of Letter of acceptance. This period can be further extended by the Engineer-in-Charge/ Architect up to a maximum period of 3 (three) days on written request of the bidder stating the reason for the delay in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge/ Architect. The work shall be awarded after receipt of performance guarantee. In case the successful Bidder does not submit Performance guarantee within stipulated time, the suitable action against the

firm will be taken will be initiated in PWD Tenders and the award of work will be cancelled.

12.16.3 The time period allowed for completion of the project will be 150 days or after completion of construction work, whichever is later and will be reckoned from the 10th day of the issue of letter of acceptance of the offer.

12.16.4 Remuneration received as per this contract will be subject to tax deductions at source at the rate as applicable at that point of time.

12.16.5 Formal agreement will be drawn by the **Executive Engineer, Public Works Department, Flyover Project Division, F-14, Mukarba Chowk G.T. Karnal Road Delhi-110033 (E-mail: eepwddelhi14@gmail.com)**

12.17 Release of Performance Guarantee:

12.17.1 The performance guarantee shall be released after successful completion of all the activity as mentioned in this agreement under the **“Payment schedule”**.

12.18 Release of Security Deposit:

12.18.1 The security deposit shall be released after 12 (twelve) months successful completion of all the activity as mentioned in this agreement under the **“Payment schedule”**.

12.19 Number of documents and copyright

12.19.1 All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in **eight copies**. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. Eight copies of all the final drawings shall be submitted to the Engineer-in-Charge along with a softcopy in CD for reproducing it in A-1 or large size. If there is any revision in any drawing / document for any reason, eight copies of drawing / document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of the Engineer-in-Charge.

12.19.2 The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

12.19.3 The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

12.20 Responsibility of accuracy of project proposal:

- 12.20.1 The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the project.
- 12.20.2 He shall indemnify the department through a performance guarantee against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project.
- 12.20.3 The drawings prepared by the Consultant should have proper layer management and should be available to Department in Auto CAD format / soft copy in which the flexibility to make any change exists. These drawings shall be the property of the department.

CHAPTER -13

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES

CHAPTER-13

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES

- 13.1. The Consultant will be paid an approved fee as per letter of award issued by PWD. The Consultant's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently.
- 13.2 PWD shall pay the Consultant the fee for the professional services rendered by them for the entire project as per Scope of Comprehensive architectural consultancy Services detailed in this document. **The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.**

13.3 SECURITY DEPOSIT

- 13.3.1 An amount equivalent to 2.5% (two point five percent) of bill amount shall be deducted from each bill of work of the consultant till a total Security Deposit equivalent to 2.5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. Such deductions will be made and held by Government by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forth with on demand furnished additional security to the government to make good the deficit.
- 13.3.2 The security deposit shall be refunded after 12 month of completion of this contract. Before refund of security deposit, it will be ensured that extension of time, if any, has accorded of consultant is decided by the competent authority.
- 13.3.3 Payment due to the Consultant against its fee at all stages shall be computed and made as per schedule of payment above. Progressive on account payments shall be made by PWD to Consultant as per sequence of the stages.
- 13.3.4 TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Consultant. PWD will provide a certificate of TDS deduction made to the Consultant.

13.4 Modifications, Additions and Alterations:

- 13.4.1 The PWD shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of any part of the work. Nothing extra will be paid for the same **the provision of Change of Scope shall be followed.**
- 13.4.2 The Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the PWD.

13.5 PAYMENT OF REMUNERATION:

- 13.5.1 The Employer shall pay to the consultant as per quoted rates as remuneration for the services to be rendered by the Consultant in relation to said work. The fees shall be inclusive of GST applicable. The consultant shall be paid fees referred in above, in the manner laid down in payment schedule. The fees shall be adjusted subsequently to ensure that the total fees payable to the consultant does not exceed even after readjusting the same sub-head wise. The employer shall, however, have the liberty to omit, postpone or not to execute any work but the consultant shall not be at liberty to omit, postpone or not to execute any work. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fees which have become payable to them for the service actually rendered by them and accepted the same by Department.
- 13.5.2 The consultation fees as per the schedule of fees are inclusive of fees payable by the Consultant to any other sub-consultant, if engaged by him and nothing extra shall be payable by the employer on this account.
- 13.5.3 The fees payable to the consultant shall be in full discharge of functions to be performed by the consultant and no claim whatsoever against the employer in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending against such claims.
- 13.5.4 If the consultant fails to execute any sub-component within specified time/extended time (as approved by Engineer-in-Charge) or the same is not to the satisfaction of Engineer-in-Charge, then the Engineer-in-Charge may get the same component executed at the risk & cost of consultant. The whole expenditure thus incurred for satisfactory execution of sub-component shall be deducted from the due amount of consultant. The decision of Engineer-in-Charge will be final & binding.
- 13.5.5 The consultant shall have to provide Consultancy Services for Comprehensive Engineering Planning and Designing for **“Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.”** for 150 days or after completion of construction work whichever is later at quoted rate without any escalation in quoted rate for consultancy fee.

13.6 Payment & Time Schedule: Stage-I (For each corridor)

It is applicable for all corridor separately EE of particular corridor will be prepare bill & sent to Engineer- in -Charge (for processing)

Pre- Feasibility Study: ----- Cost-A (23% of Total consultancy quoted amount with respect to corridor)

S. No.	Activity	Time frame from Date Of Start	Admissible payment (% of total fee)
1.	Reconnaissance survey as per IRC SP 19-2001 and Traffic survey	45days	Prodata basis
2.	Preliminary Topographical study		
3.	Broad Structural features including lane configuration		
4.	Lane configuration and intersections/ Junction / service roads		
5.	Utility shifting requirement along with tentative estimates		
6.	Forest /Environmental /CRZ clearance requirement		
7.	Tentative/ Normative cost estimate with reasonable accuracy		
8.	Land acquisition tentative cost assessment		
9	Submission of PPR for acceptance of E-in-Charge as per Chapter 3, Annexure 14A of SOP to CPWD works manual and other provisions of PWD CPWD works Manual and Directions of UTTIPEC and Delhi government as modified from time to time (to be suitably modified for infrastructure work)		
10	Feasibility of Three (3) proposals based on these surveys.		

Stage-II Detailed feasibility study Payment & Time Schedule----- Cost-(B)
It is applicable for all corridor separately EE of particular corridor will be prepare bill & sent to Engineer- in-Charge (for processing)

Detailed Feasibility Study: ----- Cost-B (77% of Total consultancy quoted amount with respect to corridor)

S. No.	Activity	Time frame from Date of Start	Admissible payment (% of total fee)
1.	Submission of inception report for scrutiny and approval of PWD, Govt. of Delhi.	15 days	2.5% of Cost “(B)”
2.	Alignment option in consideration of tree detailed and other features. Detailed traffic survey as per IRC codes Detailed Topographical study	30 days	2.5% of Cost “(B)”
3.	Approval of conceptual plans various options of proposal from UTTIPEC Core Group	90 days or actual date of receipt from departments	5% of Cost of Item “(B)”
4.	Approval of various options/plan by UTTIPEC working groups along with cost benefit analysis of scheme	100 days or actual date of receipt from departments	7.5% of Cost “(B)”
5.	Approval of final plan by UTTIPEC Governing body	120 days or actual date of receipt from departments	10% of Cost of Item “(B)”
6.	Preparation of 3D Walkthrough as per guideline of DUAC	15 days	5% of Cost of Item “(B)”
7.	Approval of plans and architectural 3D views by DUAC, NOC from ASI and Fire Service Department and other relevant approval from concern bodies.	140 days or actual date of receipt from departments	10% of Cost of Item “(B)”
8.	Submission of final Drawings (Detailed drawings based on Street Design Guidelines of UTTIPEC and complete in all respect as per TOR) and DPR of the project to the	150 days	7.5% of Cost of Item “(B)”

	Department.		
	Stage below this will be required after approval of UTTIPEC		
9.	Payment to GSDL/ Government approved GIS provider of underground utilities as per actual demand	90 days	As per actual demand to be paid directly to GSDL/ Government approved GIS provider by deptt.
10.	Submission of detailed estimate from concerned department regarding shifting of utilities i.e. MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway, DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department	120 days	5% of Cost "Cost of (B)
11.	Submission of Details of trees in dwg. Format & Kml file format required as per forest department alongwith processing the case and requisite approval from forest department. (The cost of tree cutting/ transplantation and corresponding requisite land will be paid directly to beneficiary/ forest department)	120 days	5% of Cost "Cost of (B)
12.	Submission of Land acquisition details from Govt., Private, Agriculture, Commercial, forest and any other, alongwith processing the case and requisite land acquisition from concern. (The cost of land acquisition will be paid directly to beneficiary)	120 days	5% of Cost "Cost of (B)
13.	Submission, processing and obtaining mandatory approval / NOC from concern bodies.	120 days	5% of Cost "Cost of (B)
14.	Geo-technical investigation for soil and sub-	120 days	2.5% of Cost

	soil including boring, sampling and testing as per relevant code.		"Cost of (B)
15.	Preparation of storm water drain plan co-align existing network of storm water and other services.	120 days	2.5% of Cost "Cost of (B)
16.	Preparation of conceptual structural drawings with technical specification for NIT	120 days	5% of Cost "Cost of (B)
17.	Preparation of detailed methodology of construction with technology required	120 days	5% of Cost "Cost of (B)
18.	Details of projects for pre-construction activities as per for acceptance of E-in-Charge as per Chapter 3 and Annexure-C of SOP to CPWD works manual, other provisions of CPWD works Manual and Directions of UTTIPEC and Delhi government as modified from time to time (to be suitably modified for infrastructure work) & any other details relevant to project	120 days	10% of Cost "Cost of (B)
19.	Finalization of EPC tender document for the department	150 days	5% of Cost "Cost of (B)

Note:- If any step of pre-feasibility study and detailed feasibility is not executed or not required at site, the payment percentage of above step may be released after submission of details all other step of pre-feasibility study and detailed feasibility

1. Payments to the Consultant will be released as per the above schedule. However, for part work done during any stage, payments will be permitted on pro-rata basis. Decision of Engineer-in-charge will be final and binding in this regard.
2. The work of consultant shall be completed once the proposal prepared by the consultant is approved by all statutory/local bodies (i.e. UTTIPEC, DUAC, ASI, Forest etc.) and PWD and required numbers of hard copies/soft copies of all the drawings/data is submitted to Engineer -in- Charge. However, 2.5% Security Deposit, deducted from his bills, shall be refunded after 12 months of completion of consultancy work. During this period of 12 months, the consultant will assist in layout of approved scheme/proposal at ground as and when directed by Engineer –in- Charge failing which his above S. D. shall be forfeited, which shall be absolutely at the disposal of the Government.
3. Payment of fee as per the various stages of the above Payment Schedule shall generally be considered as due only when the entire work up to that stage is completed in all respects for all the flyover / infrastructure, structures, landscaping, and external development, and service connections etc. As applicable for that stage of the work. However, intermediate payments on pro- rata basis shall be admissible for release to the consultant as per phasing/or stages mentioned above.

4. For running payments, the consultants shall submit necessary bill in duplicate. The payment due to the consultant will be made as soon as possible after checking the same with respect to the corresponding stages & satisfactory performance.
5. The additional consultancy fee payable for any other work not covered above shall be decided by Engineer-in-charge judiciously and it shall be final and binding.
6. If at inception stage or pre- feasibility stage, employer desires to terminate the contract or the project is not found feasible, the contract will be terminated after payment up to that stage.
7. If any step of **pre-feasibility study and detailed feasibility** is not executed or not required at site, the payment percentage of above step may be release after submission of details all other step of **pre-feasibility study and detailed feasibility**
8. The scope of work can be reduced or increased as per observations/ directions of the UTTIPEC or competent authority. The rates of that shall be payable as per chapter of agreement under change of scope of the NIT. If at any stage, employer desires to terminate the contract or the project is not found feasible, the contract will be terminated after payment up to that stage.
9. Payments to the Consultant will be released as per the above schedule. However, for part work done during any stage, payments will be permitted on pro-rata basis. Decision of Engineer-in-charge will be final and binding in this regard.
10. The work of consultant shall be completed once the proposal prepared by the consultant is approved by all statutory/local bodies (i.e. UTTIPEC, DUAC, ASI, Forest, PWD etc.) and required numbers of hard copies/soft copies of all the drawings/data is submitted to Engineer -in- Charge.
11. Department will facilitate (if required) the consultant in obtaining details from concerned authority. However, it will be responsibility of consultant to coordinate and obtain details from authority.
12. Final bill will be processed and finalized by Engineer in Charge for overall work. All EE's will submit bill to Engineer in Charge with respect to their corresponding work

CHAPTER- 14

CONDITIONS OF CONTRACT

CHAPTER-14
CONDITIONS OF CONTRACT
CLAUSES OF CONTRACT

14.1 Performance Guarantee:

14.2 The Bidder shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Bided amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within **7 days** from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of **3 days** with late fees as per the Data sheet mentioned above on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any **commercial** bank/Banker's Cheque of any **commercial** bank/Demand Draft of any **commercial** bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any **commercial** Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forth with on demand furnish additional security to the Government to make good the deficit.

14.3 The Performance Guarantee shall be initially valid for **150 days + 6 months** . In case the time for completion of work gets enlarged, the Bidder shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority and issue of completion plans by local bodies, the performance guarantee shall be returned to the Bidder, without any interest.

14.4 The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

14.4.1 Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

14.4.2 Failure by the Bidder to pay President of India any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of

the agreement, within 30 days of the service of notice to this effect by Engineer-in- Charge.

14.4.3 Failure to execute any sub component for which action to get it done at “Risk and cost of the bidder is taken as per the relevant clause of this agreement.

14.4.4 In the event of the contract being determine do rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

(i) The Bidder shall submit an irrevocable **Performance Guarantee of 5%** (Five percent) of the Bid amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within **07 days** from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of **03 days with late fees as per the Data sheet mentioned above** on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the bidder and the bidder shall forthwith on demand furnish additional security to the Government to make good the deficit. This guarantee shall be in the form of Cash(in case guarantee amount is less than Rs.10,000/-) or 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 (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any commercial Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forth with on demand furnish additional security to the Government to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the Bidder shall get the validity of Performance Guarantee extended to cover such enlarged time for completion

of work. After recording of the completion certificate for the work by the competent authority and issue of completion plans by local bodies, the performance guarantee shall be returned to the Bidder, without any interest.

- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - Failure by the Bidder to pay President of India any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in- Charge.
 - Failure to execute any sub component for which action to get it done at "Risk and cost of the bidder is taken as per the relevant clause of this agreement.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

14.5 Recovery of Security Deposit:

14.5.1 The person/persons whose bid(s) may be accepted (herein after called the Bidder) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted, will amount to security deposit of 2.5% of the bided value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.

14.5.2 All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Bidder by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Bidder shall within 10 days make good in cash or fixed deposit receipt bided by the State Bank of India or by

Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above. Earnest money deposited at the time of bids will be refunded after receipt of Performance Guarantee.

14.5.3 The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lacs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lacs. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in various clauses and which shall be extended from time to time depending upon extension of contract granted under provisions of clause - and clause-5.

Note-1: Government papers bided as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 14.1 and 14.5.

14.6 Compensation for Delay (Clause-2):

14.6.1 If the Bidder fails to maintain the required progress to complete the work or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated @ 1.0 % per month of delay to be computed on per day basis decided by the Project Manager/Superintending Engineer or successor thereof (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Time Schedule of work given in this document or that the work remains incomplete.

14.6.2 Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Bided Value of work or of the Bided Value of the item or group of items of work for which a separate period of completion is originally given.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been

determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the Project Manager/ Superintending Engineer, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Bidder under this or any other contract with the Government.

14.7 When Contract can be Determined (Clause-3):

- 14.7.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Bidder in respect of any delay, inferior work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
- 14.7.2 If the Bidder having been given by the Engineer-in-Charge a notice in writing to that the work is being performed in an inefficient or otherwise improper or unskilled work man like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- 14.7.3 If the Bidder has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- 14.7.4 If the bidder fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the bidder will be unable to complete the same or does not complete the same within the period specified.

If the Bidder fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

- 14.7.5 If the Bidder persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7days after a notice in writing is given to him in that behalf by

- the Engineer-in-Charge.
- 14.7.8 If the Bidder shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- 14.7.9 If the Bidder shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- 14.7.10 If the Bidder shall secure a contract with Government as a result of wrong Bidding or other non-bonafide methods of competitive Bidding or commits breach of integrity agreement.
- 14.7.11 If the Bidder being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- 14.7.12 If the Bidder being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a credit or shall be appointed or if circumstances shall arise which entitle the court or the credit or to appoint a receiver or a manager or which entitle the court to make a winding up order.
- 14.7.13 If the Bidder shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- 14.7.14 If the Bidder assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire Consultancy works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- 14.7.15 When the Bidder has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:
- 14.7.16 To determine the contract as aforesaid (of which termination notice in writing to the Bidder under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered and Performance Guarantee under the contract shall liable to be forfeited and shall be absolutely at the disposal of the Government.

- 14.7.17 After giving notice to the Bidder to measure up the work of the Bidder and to take such whole, or the balance or part there of, as shall be un-executed out of his hand and to give it to another Bidder to complete the work. The Bidder, whose contract is determined as above, shall not be allowed to participate in the Bidding process for the balance work.
- 14.7.18 In the event of above courses being adopted by the Engineer-in-Charge, the Bidder shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Bidder shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
- 14.7.19 Clause 3(A) In case, the work cannot be started due to reasons not within the control of the bidder within 1/8th of the stipulated time for completion of work or one month whichever is more, either party may close the contract. In case bidder wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the bidder shall be refunded.
Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.
- 14.8 Foreclosure of Agreement:**
- 14.8.1 If any step of pre feasibility is not executed or not required at site, the payment percentage of above step may be released after submission of details all other step of pre-feasibility and detailed feasibility, the Engineer-in-charge shall give notice in writing to that effect to the bidder and the bidder shall act accordingly in the matter. The bidder shall have no claim to any payment of compensation or otherwise whatsoever in account of any profit or advantage which he might have derived for the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work. In such circumstances the consultant shall be paid at contract rates full amount for Consultancy works carried out by him and accepted by the department, security deposit and the Performance guarantee of the consultant shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the employer shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Consultant.
- 14.8.2 If at any time after acceptance of bid, Engineer-in-Charge shall decide to the abandonment or reduction of scope of Consultancy works due to any reason what so ever do not require the whole or any part of the Consultancy works to be carried out, the Engineer-in-charge shall give notice in writing to that effect

to the bidder and the bidder shall act accordingly in the matter. The bidder shall have no claim to any payment of compensation or otherwise whatsoever in account of any profit or advantage which he might have derived for the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work. In such circumstances the consultant shall be paid at contract rates full amount for Consultancy works carried out by him and accepted by the department, security deposit and the Performance guarantee of the consultant shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the employer shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Consultant.

14.9 Time and Extension for Delay (Clause-5):

- 14.9.1 The time allowed for execution of the Works as specified in the document or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in the document or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Bidder commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.
- 14.9.2 As soon as possible but within 7 (seven) working days of award of work and in consideration of
- 11.9.2.1 Schedule of handing over of site as specified in the Data Sheet.
- 11.9.2.3 Schedule of issue of designs as specified in the Data Sheet.
- 14.9.3 The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.
- 14.9.4 In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
- 14.9.5 The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

14.9.6 The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in- Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Data Sheet to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

14.10 If the work(s) be delayed by:-

- 14.10.1 force majeure, or ‘
- 14.10.2 abnormally bad weather, or
- 14.10.3 serious loss or damage by fire, or
- 14.10.4 civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- 14.10.5 delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- 14.10.6 any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

14.11 Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 14.10.

14.12 In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Data Sheet. shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 14.10 to the extent the delay is covered under sub clause 14.10the contractor shall be entitled to only extension of time and no damages.

14.13 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix - XVI) respectively to the authority as indicated in Data Sheet. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls

behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Data Sheet. shall be made on per day basis in case of delay in submission of the revised programme.

- 14.14** In any such case the authority as indicated in Data Sheet. may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer –in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Data Sheet. in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 14.13 above), a fair and reasonable extension within a reasonable period of occurrence of the event.
- 14.15** In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 14.10 or clause 14.12 or clause 14.13 & 14.14 and beyond the justified extended date; without prejudice to right to take action under relevant clause, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.
- 14.16** **If the time required for UTTIPEC and DUAC approval takes extra time with respect to time taken in payment schedule of NIT, the UTTIPEC and DUAC approval time will not be required in EOT, this will be deemed to be approved for time taken by UTTIPEC and DUAC to issue NOC/approval.**
- 14.17** **Change of scope**
The clients / Employee shall have the right to request in writing changes, additions, modifications in the scheme resulting in additional consultancy work in connection therewith and the Consultant shall comply with such request. If the Client deviates substantially from the original scheme which involves extra services, expenses and extra labour on the part of the consultant for making changes and modifications or other documents rendering major part or the whole of his work infructuous, the consultant will be paid as per the conditions/ methodology given in chapter 10 (Change of Scope) unless such changes, alterations are due to consultants own commissions and /or discrepancies

including changes proposed by consultants. The decision of the department shall be final and binding on whether the deviations and additions are substantial and required any compensation to be paid to the consultant. However, for the minor modification or alteration which does not affect the entire design, planning etc. no extra amount will be payable.

14.18 General Condition:

- 14.18.1 The Feasibility Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged, if any, by him.
- 14.18.2 The Engineer-in-Charge will have the liberty to supervise and inspect the work of consultant and/or his sub consultant at any time by any officer nominated by him who shall be at liberty to examine the records /documents.
- 14.18.3 The proposals shall be based on National Code of Practice, local bye-laws, environmental regulations and design norms and sound engineering practice.
- 14.18.4 The consultant shall render every assistance, guidance and advice in general to the Engineer-charge on any matter concerning the technical aspects of the project.
- 14.18.5 The consultant shall promptly notify the Engineer-in-charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Engineer-in-charge.
- 14.18.6 But until its termination by the Engineer-in-Charge as foresaid, this agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of Director or addition or introduction of any new Director. In case of death or retirement the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the agreement.
- 14.18.7 The consultant shall during the period of his assignments and thereafter, till satisfactory completion of the project, act as consultant and give related advice regarding the project.
- 14.18.8 The professional fees of the consultant shall be inclusive of all cost including related to the visit to site, attending meetings, and conferences and making suitable presentations. The Fee quoted shall be inclusive of all prevailing taxes and levies including applicable GST.
- 14.18.9 Consultant professional fees are also inclusive of responsibilities of carrying out modifications in scheme.
- 14.18.10 The consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 14.18.11 The Consultant should preferably interact closely with reputed Institutes/experts suggested by the client department with view to take relevant inputs from them for engineering designs.
- 14.18.12 Minimum ten sets of all finally approved drawings and two set of soft copies of

the same will be furnished by the Consultant free of cost. However, in case additional sets of drawings in hard copy are essentially required by the Employer/Client, the same shall also be provided free of cost and nothing extra shall be payable on this account.

- 14.18.13 The details of the scope of the work involved mentioned in this Bid Document are broad and suggestive. Notwithstanding the details of the scope of the work and role of consultant mentioned elsewhere in this Bid Document.
- 14.18.14 However, the employer reserves the right to exclude any of the above services from the scope of the consultant's work. In case of withdrawal of any services from the scope of consultant's work at later stage, the consultant shall be paid for the work done by him up to the date of withdrawal of such item / item of work and services. Here, the decision of Engineer-in-Charge as to the extent of work completed and accepted shall be final and binding on the consultant.
- 14.18.15 The consultant shall maintain constant, regular and proactive interaction with the department, construction agency and structural/services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- 14.18.16 The services of the consultant shall be available during execution phase also. All necessary modification/corrections shall have to be carried out by the consultant as and when the need arise after submission of Contractor.
- 14.18.17 The Consultant and the Sub-Consultants may also be required to visit the ongoing Comprehensive consultancy works during execution stage along with the field staff and may advise Engineer-in-Charge to ensure that the Comprehensive consultancy works are being executed as per approved scheme provided by the Consultants. Rendering advice during this phase also shall be responsibility of the Consultant.
- 14.18.18 The Consultant shall assist the department regarding the sequence and methodology of construction.
- 14.18.19 The Consultant shall co-ordinate with the department and attend meetings with the department/client as and when required including meeting with the client and bidders for construction work without any extra cost.
- 14.18.20 The consultant shall also assist the department in making a presentation of the project in comprehensive manner or in parts as decided by the Department and necessary presentation materials shall be provided by the consultant without any extra cost.

14.19 Time of completion:

- 14.19.1 The times of completion of the consultancy is as mentioned in data sheet from

the date of the letter of award for consultancy services.

14.20 General Arrangement Drawings (GAD)

- 14.20.1 Based on the approved scheme/concept plan by the UTTIPEC/DUAC the consultant shall developed detailed GAD on the total station survey drawings, which shall be used to develop the tender drawing set after incorporating all comments from the PWD and other stakeholders.
- 14.20.2 The general arrangement drawings for all the approved proposals shall be developed and submitted to PWD for approval.
- 14.20.3 Detailed design for Improvement of Roads consisting of Up gradation, Augmentation, Foot paths, Bus bays, Utility Ducts, underground storm water drainage, rainwater harvesting and groundwater recharge measures.
- 14.20.4 Carry out Design and Drawings for all the components of the work as per PWD requirement and submit the same to client for review and approval, Prepare Tender Drawings,
- 14.20.5 Preparation of detailed traffic diversion Plan during construction of the proposals along with barricading plan, utility shifting plan. Widening of road for Traffic diversions etc.
- 14.20.6 Preparation of road markings plan, along the road edge, road centre line & as per IRC guidelines, bus stop marking, medians & speed breakers, & junction improvements.
- 14.20.7 Details footpaths, kerbs, kerb ramps, railings, vehicular impact guardrails and other road related facilities as per the guidelines of IRC and to the satisfaction of the Engineer in charge.
- 14.20.8 Details of traffic signage, directional signage, street name signs.
- 14.20.9 Broad lighting plan with location of new electric poles and light fittings Drawings.
- 14.20.10 Development of Carriage way with uniform lane widths. Development of footpath and pedestrian friendly ways. Reserving the space for utilities in a specified corridor.
- 14.20.11 Universal accessible design by introduction of ramps, benches and planting beds, provision for future bus stops, public toilets etc.

14.21 NOC from concerned Department.

- 14.21.1 Consultant shall obtain NOC from MCD, BSES, MTNL, DJB, DTL, I & FC Department, Railway , DMRC, NCTRC, Fire department, UPSRTC, Central Warehousing Corporation, NHAI, NGT/ CEC/ Principal Committee / YSE, NMA/ ASI/ State Archaeology, Indraprastha Power Generation Corporation Ltd, DTC, IGL, DUSIB, concerned Revenue Department or any other concerned department, if consultant fails to obtain NOC, penalty shall be imposed upto 5% of total consultancy charges or suitable action against the firm will be taken. Department will facilitate (if required) the consultant in obtaining NOC from concerned authority. However, it will be responsibility of consultant to coordinate and obtain NOC from authority.
- 14.21.2 **Time schedule for NOC.**
The Consultant shall, wherever required, liaise with the concerned

authorities or departments and furnish all necessary clarifications and responses to queries within a period of three (3) days. Furthermore, the Consultant shall submit a status report every seven (7) days and issue timely reminders to the concerned departments, as deemed necessary, to ensure follow-up and compliance.

CHAPTER- 15

SPECIAL CONDITIONS

Chapter-15

Special conditions

15.1 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the PWD (GNCTD) and the Consultant. The Consultant, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on his behalf.

15.2 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Delhi State.

15.3 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

15.4 Headings

The headings shall not limit, alter or affect the meaning of this contract.

15.5 Notices

15.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post or facsimile to such party at the address specified below.

Employer:

Executive Engineer,
Flyover Project Division F-14
PWD, GNCTD

For the Consultant

Address : _____
Attention : _____

Telephone No. :
 Mobile Phone No.
 Facsimile : _____
 E-mail : _____
 (Note: Fill in the Blanks)

15.5.2 Notice will be deemed to be effective as specified below.

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of telegrams, 48-hours following confirmed transmission; and
- (c) In the case of facsimiles, 48-hours following confirmed transmission.

15.5.3 A party may change its address for notice hereunder by giving the other party notice of such change.

15.6 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the PWD (GNCTD) or the Consultant may be taken or executed by the officials specified below.

For PWD (GNCTD) : Assistant Engineer & Junior Engineer of PWD (GNCTD) or any other person nominated by the Engineer-In-Charge

For the Consultant :

(Note: Fill in the Blanks)

15.7 Commencement, Completion, Modification and Termination of Contract

15.8 Effectiveness of Contract

This contract shall come into force and effect from the 10th day from the date of the letter of acceptance of the offer for consultancy services.

15.9 Commencement of services

The Consultant shall begin carrying out the services at the end of such time period after the effective date.

15.10 Expiration of contract

Unless terminated earlier pursuant to condition no. 15.14 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date or the extended period, if required.

15.11 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

15.12 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

15.13 Force Majeure

15.13.1 Definition

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

15.13.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

15.13.3 Measures to be taken

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

15.13.4 Extension of Time

Shall be as per condition 14.9 to 14.16

15.13.5 Consultation

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

15.13.4 Suspension

The Engineer-in-Charge may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

15.14 Termination of Contract

- (a) As per conditions no. 14.

15.14.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No.

15.14 hereof, or upon expiration of this Contract to Contract Condition no. 15.10 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Contract Condition no. 15.15.3 hereof;
- (iii) Any right which a Party may have under the Applicable Law.

15.14.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 15.14 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Engineer-in-Charge, the Consultant shall proceed as provided, respectively, by Contract Conditions No. 15.15.8 hereof.

15.14.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 15.15 hereof, the Engineer-in-Charge shall make the following payments to the Consultant (after offsetting against these payments any amount that may, be due from the Consultant to the PWD (GNCTD)):

- (i) Remuneration pursuant to Contract Condition no. 15.18 hereof for Services satisfactorily performed prior to the effective date of termination
- (ii) Reimbursable expenditures pursuant to Contract Condition no.15.18 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Contract Condition no. 15.14 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

15.14.4 Forfeiture of Performance Guarantee, Security Deposit and Earnest Money upon termination of contract.

As per clause 14.7.16

15.14.5 Disputes about Events of Termination

Any disputes arising between the parties to this agreement/ contract

shall be subject to the exclusive jurisdiction of courts in Delhi only. As per OM No. F.10 (31)/2023/PWD-I/Court Matters/4309-17 dated 21.04.2025 (Annexure-T)

15.15 Obligations of the Consultant

15.15.1 General

15.15.1.1 Standard of Performance

The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the PWD (GNCTD), and shall at all times support and safeguard the PWD (GNCTD)'s legitimate interests in any dealings with sub-Consultant or third parties.

15.15.2 Law Governing Services

The Consultant shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Consultant, as well as the personnel and agents of the Consultant and any sub-Consultant comply with the Applicable Law. If required the Engineer-in-Charge shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

15.15.3 Confidentiality

The consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this services, this contract or the PWD (GNCTD)'s business or operations without the prior written consent of the Engineer-in-Charge.

15.15.4 Liability of the consultant

Subject to additional provisions, the Consultant' liability under this contract shall be as provided by the Applicable Law.

- A.** Except in case of gross 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 by the consultant to the PWD (GNCTD)', shall not be liable to the PWD (GNCTD):

- (i) For any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds
 - a) the total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, 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.

B. This limitation of liability shall not affect the Consultant' 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.

15.15.5 Insurance to be taken by the consultant

The consultant

- (i) shall take out and maintain, and shall cause any sub-Consultant to take out and maintain, at their (or the sub-Consultant', as the case may be) own cost but on terms and conditions approved by the Engineer-in-Charge, insurance against the risks, and for the coverage's, as specified below
 - (a) Professional liability insurance, with a adequate coverage equal to remuneration estimated as required under No. 15.15.4 and
 - (ii) and deposit a copy of the policy with the Engineer-in-Charge and maintain it by paying the regular premiums till the completion of the work. The proof of the payment of the premiums shall be submitted to the department on the request.

15.15.6 Consultant's Actions requiring PWD (GNCTD)'s prior Approval

The consultant shall obtain prior approval of the Engineer-in-Charge in writing before entering into a subcontract for the performance of any part of the Services, it being understood

- (a) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Engineer-in-Charge prior to the execution of the subcontract.
- (b) That the Consultant shall remain fully liable for the performance of the Services by the sub-Consultant and its Personnel pursuant to this Contract.

15.15.7 Reporting Obligations

The consultant shall submit to the Engineer-in-Charge the reports and documents specified in Terms of Reference, in the form, in the numbers

and within the time periods as specified.

15.15.8 Documents prepared by the Consultant to be the property of the PWD (GNCTD),

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the services shall become and remain the property of the PWD (GNCTD), and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Engineer-in-Charge, together with a detailed inventory thereof. The consultant may retain a copy of such documents. The Consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the Engineer-in-Charge.

15.15.9 Material furnished by the Engineer-in-Charge

The material made available to the Consultant by the Engineer-in-Charge shall be the property of the Engineer-in-Charge and shall be marked accordingly. Upon termination or expiration of this agreement, the consultants shall furnish forthwith to the Engineer-in-Charge, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Engineer-in-Charge.

15.16 Consultant's Personnel

15.16.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

15.16.2 Description of Personnel

- (a) The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the Engineer-in-Charge, his/her name is listed as well.
- (b) If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Consultant by written notice to the Engineer-in-Charge provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the Engineer-in-Charge.
- (c) If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be

increased by agreement in writing between the Engineer-in-Charge and the consultant.

15.16.3 Approval of personnel

The key personnel and sub Consultant listed by title as well as by name in Technical Proposal and accepted by the Engineer-in-Charge shall deem to be approved by the Engineer-in-Charge. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Engineer-in-Charge for review and approval a copy of their biographical data. If the Engineer-in-Charge does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Engineer-in-Charge.

15.16.4 Removal and/or Replacement of Personnel

- (a) Except as the Engineer-in-Charge may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement another person of equivalent or better qualifications.
- (b) If the Engineer-in-Charge (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall at the written request of the Engineer-in-Charge specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Engineer-in-Charge.

15.17 Obligations of the Engineer-in-Charge

15.17.1 Changes in the Applicable law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the Consultant in performing the services then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties hereto-

15.17.2 Payment

In consideration of the services performed by the Consultant under this

Contract, the PWD (GNCTD) shall make to the Consultant such payments and in such manner as is provided by the Contract Condition No. 15.18 of this Contract.

15.18 Payments to the consultant

15.18.1 Currency of Payment

All payments shall be made in Indian Rupees.

15.18.2 Mode of Billing and Payment

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

- (a) As soon as practicable and not later than fifteen (15) days after completion of stage during the period of Services, the Consultant shall submit to the Engineer-in-Charge, in duplicate, of the amounts payable pursuant to Contract Conditions.
- (b) The Engineer-in-Charge shall cause the payment of the consultant periodically as given in schedule of payment above within thirty (30) days after the receipt of bills with supporting documents. Only such portion of a bill that is not satisfactory supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the consultant, the Engineer-in-Charge may add or subtract the difference from any subsequent payments.
- (c) The final payment under this condition shall be only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Engineer-in-Charge. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Engineer-in-Charge has paid or caused to be paid in accordance with this Condition in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Engineer-in-Charge within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Engineer-in-Charge for reimbursement must be made within twelve (12) calendar months after receipt by the Engineer-in-Charge of a final report and a final statement approved by the him in accordance with the above.

15.19 Fairness and Good Faith

15.19.1 Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the

realization of the objectives of this Contract.

15.20 Security Deposit

As per condition no. 14.5

15.21 Responsibility for accuracy of project proposal

- 15.21.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.
- 15.21.2 All the designs and drawings for feasibility / survey works including all their components shall be fully checked by a senior consultant after completion of the feasibility / survey. The designs and drawings not signed by the senior consultant mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the feasibility / survey of the work noticed during or after completion of the feasibility / survey, the Client shall bear no responsibility for the accuracy of the feasibility / survey submitted by the Consultants.
- 15.21.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.
- 15.21.4 If there is a difference of more than as prescribed in various chapters of relevant survey/data collection i.e., for land acquisition, data of trees, data of utilities etc. penalty shall be imposed as prescribed in various chapters of NIT or suitable action against the firm will be taken. **Provided, fault is attributable on the part of consultant.** The decision of Chief Engineer flyover shall be final and binding, agency shall be given chance to put up their case by any action.

15.22 **Release/ Forfeiture of Performance Guarantee, Security Deposit**

The work of consultant shall be completed once the proposal prepared by the consultant is approved by all statutory/local bodies (i.e. UTTIPEC, DUAC, ASI, Forest etc.) and PWD and required numbers of hard copies/soft copies of all the drawings/data is submitted to Engineer -in-Charge.

His 2.50% Security Deposit, deducted from his bills, shall be refunded after 12 months of completion of whole consultancy work of all points of stage-2. During this period of 12 months, the consultant will assist in layout of approved scheme/proposal at ground as and when directed by Engineer –in- Charge failing

which his S. D. shall be forfeited, which shall be absolutely at the disposal of the Government. The consultancy work shall be complete after all the details are submitted by consultant & all the NOCs /acquisition / tree permission and other approvals are received and only then PG/SD shall be released.

15.23 Compensation

15.23.1 Compensation for delay

As per condition no. 14.6

15.24 ACTION FOR DEFICIENCY IN SERVICES

15.24.1 Consultant liability towards the Client

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him which shall include any or all cost and expenses incurred by the Client in removing the deficiency in Service including engaging any other consultant.

15.26 Warning / Debarring

Warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the Feasibility- cum-Preliminary Design Report causing adverse effect on reputation of the Client, other penal action be initiated as per policy of PWD.

15.27 Penalty for delay

As per condition no. 14.6

15.28 ACTION FOR DEFICIENCY IN SERVICES

15.28.1 Consultants liability towards the Client.

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

15.28.2 Debarring / Non Performing

In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of PWD (GNCTD), the firm shall be declared as non-performing and the firm will not be eligible for participating in future projects of the PWD (GNCTD) for a period of 5 years.

15.29 Effect of change in the scope of the work on consultancy fee

15.29.1 No extra payment/recovery shall be made if total addition / alteration results in increase/decrease in length/area of corridor up to 10%. However, beyond 10% deviation in length/area, extra payment shall be paid under relevant clause of agreement only on written instruction by E-

in-C after approval of NIT approval authority with recorded reason and it shall be final and binding. Similar principle shall be followed for reduction in scope of work.

- 15.29.2 The additional consultancy fee payable for any other work not covered above shall be paid under relevant clause of agreement only on written instruction by E-in-C after approval of NIT approval authority with recorded reason and it shall be final and binding.

15.30 Foreclosure

- 15.30.1 As per condition no. 14.8

15.31 Material Testing Lab

The proposal should clearly identify and mention the details of Material Testing lab facilities to be used by the Consultants for the project. In this connection, the proposals of the Consultants to use in-house lab facilities within Delhi NCR being feasible would be accepted. For all other cases suitable nearby material Testing Laboratory shall be proposed before Contract Agreement is executed.

The proposal shall indicate as to whether the firm is having the facilities for carrying out the following field activities or these are proposed to be outsourced to specialized agencies.

- (a). Pavement Investigation
- (b). Geo-technical Investigation

In case the consultant envisages outsourcing any or all of the above services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the PWD to ensure quality input by such agencies before award of the work. For out-sourced services, proposed firms/consultants should have such experience on similar projects.

CHAPTER -16

AGREEMENT

CHAPTER-16
AGREEMENT
FORM OF AGREEMENT

The agreement made on this day of month..... year Two Thousand Twenty..... between the President of India, on the one hand here in after known as the President, which shall include his duly authorized representatives and officers of the PUBLIC WORKS DEPARTMENT, GOVERNMENT OF DELHI and (name of consultant/firms) on the other hand, here in after known as the Consultant, affirm carrying the business of rendering consultancy services from the premises located (Address of consultant/firms), which includes its authorized representatives, and legal heirs each of which will be finally and severally liable to the President for all the obligations under this agreement.

- In consideration of the payment to be made by the department to the consultant, the consultant hereby agrees with the Engineer-in-charge to perform the service in the best professional manner and in conformity with the terms and conditions of this agreement.
- The following documents shall be part of this agreement
-
-
-

for the work, **Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.**

.....
.....

Authorized signatory of Consultancy firm

Executive Engineer
(For and on behalf of President of India)

1. Witness:
2. Witness:

APPENDIX- I

TECHNICAL PROPOSAL

Letter of Transmittal

To,

**Executive Engineer,
Flyover Project Division, F-14,
Mukarba Chowk, GT Karnal Road
New Delhi-110033**

**Sub: Consultancy Services for Feasibility study for Construction of Flyover
Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.**

Sir,

- 1 I/We have read and examined the complete document including the instruction to Consultants, terms of reference and general conditions of the agreement and services to be provided during pre/ post construction stage for above-mentioned work.
- 2 I/We hereby express our interest and submit my/our bid for 'Initial Eligibility Bid' on prescribed formats for undertaking the work referred to in the aforesaid documents. I/We agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
- 3 I/We confirm that to the best of my/our knowledge and belief the information contained in the specified formats and all supporting and explanatory information is truthful and exact.
- 4 I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
- 5 I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
- 6 I/We understand that 'Technical Bid' is required to be submitted of those bidders only who are 'first Stage Pre-qualified' and we agree to submit the same if first stage pre-qualified.
- 7 I/We have uploaded my/our 'Financial Bid' in prescribed format. I/we understand that financial bid of top five final pre-qualified bidders only be opened.
- 8 I/We also authorize **Executive Engineer, Public Works Department, Flyover Project Division, F-14, Mukarba Chowk G.T. Karnal Road Delhi-110033** to approach individuals, employers, firms and corporation to verify our credentials, competence and general reputation.

Date:

Address:

(Signature of authorized signatory of Consultant) (Name and Address of Consultant)

DETAILS OF SIMILAR PROJECTS COMPLETED

(As per the definition of similar projects used in this document during the last 7 years)

S · N o.	Nam e o f p r o j e c t & l o c a t i o n	O w n e r o r s p o n s o r i n g o r g a n i z a t i o n	C o s t o f p r o j e c t / A m o u n t o f C o n s u l t a n c y f e e i n C r o r e	T o t a l l e n g t h o f p r o j e c t	T y p e o f S t r u c t u r e i. e. S t e e l G i r d e r, C a b l e b r i d g e e t c.	D a t e o f c o m m e n c e m e n t a s p e r c o n t r a c t.	S t i p u l a t e d d a t e o f c o m p l e t i o n	A c t u a l d a t e o f c o m p l e t i o n	N a m e & a d d r e s s/ T e l e p h o n e N o. o f O f f i c e r t o w h o m r e f e r e n c e m a y b e m a d e	R e m a r k s
1	2	3	4	5	6	7	8	9	10	11

Signature of Bidder

Annexure – B

PROJECTS UNDER EXECUTION OR AWARDED

Sl. No	Name of Project & location	Owner or sponsoring organization	Cost In Crore / Total length of the project	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder

Annexure – C

**LIST OF OVERALL MAJOR/ IMPORTANT PROJECTS DESIGNED
BY THE FIRM IN THE LAST 10 YEARS**

S. No.	Name of Project & location	Owner or sponsor of project	Cost of Project in Crore/Total length of flyover / elevated corridor	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder

**PERFORMANCE REPORT OF PROJECTS REFERRED TO IN ANNEXURE- A, B
AND ANNEXURE- C**

- 1) Name of Project and Location & Agency :
- 2) Agreement No. :
- 3) Estimated Cost :
- 4) Tendered Cost :
- 5) Length of Flyover/ Elevated Corridor :
- 6) Date of Commencement :
- 7) Date of Completion
 - a) Stipulated date of completion :
 - b) Actual date of completion :
- 8) Amount of compensation levied for delayed Completion, if any :
- 9) Performance Report :
- 10) List of facilities completed in the project (with reference to Experience of similar projects in the RFP document.)

Dated:

EMPLOYER

ORGANISATIONAL DESCRIPTION AND DETAILS

- (1) Name & Address of the Bidder with Telephone No./Fax No.
- (2) Firm Inception Details
 - a) Year of Establishment
 - b) Date & year of commencement of practice
- (3) Legal status of the Bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
- (4) Particulars of registration with various Government bodies (attach attested photo-copy) **Organization/Place of registration** **Registration No.**
- (5) as the Bidder ever required to suspend the project for a period of more than six months continuously after you commenced the planning? If so, give the name of the project and reasons of suspension of project.
- (6) Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.
- (7) Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/ blacklisted for competing in any organization at any time? If so, give details.
- (8) Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
- 11) In which field of Comprehensive architectural consultancy the Bidder has specialization? List the specialization areas for which the firm has in-house capability?
- 12) Any other information considered necessary but not included above.

Signature of Bidder

DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT
(List the personnel available in organization of bidder)

S.No.	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder

(Note: After award of contract, PWD expect all of the proposed key personnel to be available during implementation of the contract. The PWD will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.)

Annexure – F (B)

DETAILS OF DISCIPLINES FOR WHICH SUB-CONSULTANTS ARE PROPOSED TO BE APPOINTED BY THE BIDDER

S. No.	Name of Discipline	Details of Discipline	Role in this project	Remarks
1	2	3	4	5

Signature of Bidder

Annexure-F(C)**List of the personnel available with Sub-Consultants associated with bidder**

S.No.	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder

ORGANIZATIONAL STRUCTURE AND CAPABILITY OF BIDDER

S. No.	Field of Specialization/ Personnel	No. available with Bidder exclusively	Name	Quali- fiction	Design- nation	Detail of Experience	Remarks
1	Public Transport/ Highway Engineer (Team Leader)						
2	Traffic Engineer / Planner						
3.	Urban Planner/ Architect						
4.	Structural Engineer						
5.	Environmental Expert						
6.	Social and R&R						
	Total						

Signature of Bidder

INTEGRITY PACT

To

**Executive Engineer,
Flyover Project Division, F-14,
Mukarba Chowk, GT Karnal Road
New Delhi-110033**

**Subject: Consultancy Services for Feasibility study for Construction of Flyover
Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.**

NIT No. 01/EE/F-14/PWD/GNCTD/2025-26

Dear Sir,

It is hereby declared that PWD is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Bid (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of bid documents, failing which the bidder will stand disqualified from the bidding process and the bid of the bidder would be summarily rejected.

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

Yours faithfully

Executive Engineer, FPD, F-14

INTEGRITY UNDERTAKING

To,

**Executive Engineer,
Flyover Project Division, F-14,
Mukarba Chowk, GT Karnal Road
New Delhi-110033**

Subject: Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.

Dear Sir,

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

I/We agree that the Notice Inviting Bid (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come in to existence when bids finally accepted by PWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article-1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Executive Engineer, Flyover Project Division, F-14, PWD, Mukarba Chowk G T Karnal Road, New Delhi- 110033 here in after referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

AND

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

Through.....
(Hereinafter

referred to as the (Details of duly authorized signatory)

"Bidder/Consultant" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble:

WHEREAS the Principal/ Owner has floated the Bid (hereinafter referred to as "Bid") and intends to award, under laid down organizational procedure, contract for **Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.**

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Consultant(s). AND WHEREAS to meet the purpose afore said both the parties have agreed to enter into this Integrity Agreement (here in after referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Bid / Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal / Owner commits itself to take all measures necessary to prevent

corruption and to observe the following principles:

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

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

- 1) It is required that each Bidder / Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the bidding process and throughout the negotiation or award of contract.
- 2) The Bidder(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the Contract execution:
 - (a) The Bidder(s) / Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Bid process or execution of the Contract to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the Contract.
 - (b) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Consultant(s) will not use improperly, (for

the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

- (d) The Bidder(s) / Consultant(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a bid but not both. Further, in cases where an agent participates in a bid on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel bid for the same item.
- (e) The Bidder(s) / Consultant(s) will, when present in his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) / Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may fall upon a person, his /her reputation or property to influence their participation in the bidding process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal / Owner, under law or the Contract

- 1) If the Bidder(s) / Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or

in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving

14 days' notice to the Consultants shall have powers to disqualify the Bidder(s)/Consultant(s) from the Bid process or terminate / determine the Contract, if already executed or exclude the Bidder / Consultant from future contract award processes.

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

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

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Consultants/Sub Consultants

- 1) The Bidder(s)/Consultant(s) undertake(s) to demand from all sub Consultants a commitment in conformity with this Integrity Pact. The Bidder/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Sub Consultants/sub-vendors.
- 2) The Principal/Owner will enter into Pact son identical terms as this one with all Bidders and Consultants.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the bid or violate its provisions at any stage of the bid process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made /lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Competent Authority, PWD.

Article 7: Other Provisions

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

Article 8: Legal and Prior Rights

All rights and remedies of the parties here to shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and /or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies afore said. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Bid/Contact documents with regard to any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Consultant) WITNESSES:

1.....
(signature, name and address)

2.....
(signature, name and address)

Place:

Dated:

AFFIDAVIT FOR SIMILAR WORK EXPERIENCE
(On non-judicial stamp paper of minimum Rs. 10)

To

**Executive Engineer,
Flyover Project Division, F-14,
Mukarba Chowk, GT Karnal Road
New Delhi-110033**

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Consultant on back to back basis. Further that, if such a violation comes to the notice of PWD, then I/we shall be debarred for tendering in PWD in future forever. Also, if such a violation comes to the notice of PWD before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee **and security deposit**.

Yours faithfully

(Duly authorized signatory of the Bidder)

AFFIDAVIT FOR DECLARARTION OF NON- BLACKLISTING/ NON-DEBARTMENT
(On non-judicial stamp paper of minimum Rs. 100)

To

**Executive Engineer
 Flyover Project Division, F-14,
 Mukarba Chowk, GT Karnal Road
 New Delhi-110033**

Subject:- Declaration for not being Blacklisted/ Debarred.

Sir,

I/ We, the undersigned hereby declare that:-

1. I/We have not been blacklisted or debarred by any Central Government / State Government / Public Sector Undertaking / Autonomous Body / Statutory Body / Local Body / or any other Government Authority or Agency in India or abroad.
2. No contract or work executed by us has ever been terminated due to unsatisfactory performance or breach of terms and conditions.
3. I/We understand that if at any stage of the bidding process or during the execution of the contract it is found that this declaration is false, the tendering authority shall have the right to terminate the contract immediately and forfeit any security deposits / performance guarantee take further necessary action as per rules.

Authorized Signatory:

Name: _____

Designation: _____

Company Name: _____

Address: _____

Contact Details: _____

Seal & Signature: _____

Date: _____

Place: _____

**Curriculum Vitae (CV) for each staff member
(To be deployed on the Project)**

Proposed Position on this work : _____
 Name of Firm : _____
 Name of staff : _____
 Nationality : _____
 Profession : _____
 Year with the Firm : _____
 Details of tasks Assigned : _____

Qualification:

(Summarize College/ University and other specialized education of staff member giving names of college/ institution, year of passing and degree obtained in about Quarter of a page)

Language:

(Include proficiency in speaking, reading and writing each language by a degree of (Excellent/Good/Fair or Poor)

Employment Record & Present Commitments:

(Starting with present position, list in reversed order, and every employment held since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in last ten years, also give type of activities performed and references, where appropriate. The information to be provided will include the position, commitment in man-days for this project along with all other ongoing projects, project brief including location, cost, duration of assignment & current status etc.)

Particular Experience under this heading: Give outline of staff member's experience and training pertinent to this work. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations in addition academic qualifications (in about half a page)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification, my experience and me.

Date: Day/Month/Year : _____

Signature of staff member : _____

Authorized Official from the firm : _____

Note:

- (i) Please attach proposed "Work Program" and time schedule for technical personal for all ongoing projects including this project in man-days.
- (ii) The above information should be factually correct, providing false or incorrect information will be considered very seriously and Bidder providing false information may be disqualified. **The each CV will be countersigned by the proprietor of Comprehensive architectural consultancy firm in blue ink.**

FINANCIAL INFORMATION

- i. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five consecutive years ending 31st **March,2025** duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Sl. No.	Particulars	Financial Years				
i)	Gross Annual turnover on consultancy works					
ii)	Profit / Loss					

(i) Gross Annual turnover on consultancy works.
(ii) Profit/Loss.

- ii. Financial arrangements for carrying out the proposed work.

Certificate having unique document identification number UDIN No.

Signature of Chartered Accountant with Seal

Signature of Chartered Accountant with Seal

Signature of Bidders

Signature of Bidders

CONFIRMATION FOR SUBMISSION FINANCIAL BID

To

**Executive Engineer,
Flyover Project Division, F-14,
Mukarba Chowk, GT Karnal Road
New Delhi-110033**

**Sub: Consultancy Services for Feasibility study for Construction of Flyover
Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.**

Sir

I/We ----- Consultant have uploaded
financial bid for the evaluation for above work as per the scope given under
terms of reference.

Yours faithfully,

Signature -----

Full Name -----

Designation -----

Address -----

Tele Nos.:(O)-----

®-----

E-mail: -----

Fax No: -----

(Authorized Representative of the Consultant)

APPENDIX-II
FINANCIAL OFFER

FINANCIAL OFFER

NIT No. 01/EE/F-14/PWD/GNCTD/2025-26

Name of Work: Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.

I/We hereby offer to provide consultancy services as per terms and condition in the bid document in consideration of quoted rates here inclusive of all prevailing taxes and levies including applicable GST for the whole project. This work contains 2 stages i.e. prefeasibility stage & detailed feasibility stage proportionally share of 23% and 77% respectively of total consultancy charges as given below:-

<u>Schedule of</u>						
<u>Quantity</u>						
S.No	Description of Item / Work	Qty	Unit	Rate in figures in Rupees	Rate in words in Rupees	Amount in Rupees
1	Lump sum fees for providing consultancy for Geometric design, traffic management, environment impact study and formulation of proposal for “Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi” including submission to UTTIPEC, DDA, MCD, DUAC, Railways etc., providing necessary support / input till final approval of scheme from UTTIPEC, DDA, MCD, DUAC, Railway, IGL etc. complete all as per scope of work for (a). Pre-feasibility :-					
						Online submission only

	<ul style="list-style-type: none"> i. Reconnaissance survey as per IRC SP 19-2001 and Traffic survey. ii. Preliminary Topographical survey. iii. Broad Structural features including lane configuration. iv. Lane configuration and intersections/ Junction / service roads. v. Utility shifting requirement along with tentative estimates. vi. Forest /Environmental /CRZ clearance requirement. vii. Tentative/ Normative cost estimate with reasonable accuracy. viii. Land acquisition tentative cost assessment. ix. Submission of PPR for acceptance of E-in-Charge as per Chapter 3, Annexure 14A of SOP to CPWD works manual and other provisions of PWD CPWD works Manual and Directions of UTTIPEC and Delhi government as modified from time to time (to be suitably modified for infrastructure work) x. Feasibility of 3 proposals based on these surveys. <p>(b). Detail Feasibility:-</p> <ul style="list-style-type: none"> i. Submission of inception report for scrutiny and approval of PWD, Govt. of 			
--	---	--	--	--

	<p>Delhi.</p> <ul style="list-style-type: none"> ii. Alignment option in consideration of tree detailed and other features. Detailed traffic survey as per IRC codes Detailed Topographical study iii. Approval of conceptual plans various options of proposal from UTTIPEC Core Group. iv. Approval of various options/plan by UTTIPEC working groups along with cost benefit analysis of scheme. v. Approval of final plan by UTTIPEC Governing body. vi. Preparation of 3D Walkthrough as per guideline of DUAC. vii. Approval of plans and architectural 3D views by DUAC, NOC from ASI and Fire Service Department and other relevant approval from concern bodies. viii. Submission of final Drawings (Detailed drawings based on Street Design Guidelines of UTTIPEC and complete in all respect as per TOR) and DPR of the project to the Department. ix. Payment to GSDL or any other Government approved GIS provider of underground utilities as per actual demand. x. Submission of detailed 			
--	--	--	--	--

	<p>estimate from concerned department regarding shifting of utilities i.e. DJB, BSES, DTL, Tata Power, IGL, MTNL, Telecom Services or any other concerned department.</p> <p>xi. Submission of Details of trees in dwg. Format, Kml file or any other format required as per forest department along with processing the case and requisite approval from forest department. (The cost of tree cutting/transplantation and corresponding requisite land will be paid directly to beneficiary/ forest department)</p> <p>xii. Submission of Land acquisition details from Govt., Private, Agriculture, Commercial, forest and any other, along with processing the case and requisite land acquisition from concern. (The cost of land acquisition will be paid directly to beneficiary)</p> <p>xiii. Submission, processing and obtaining mandatory approval / NOC from concern bodies.</p> <p>xiv. The Consultant shall carryout Geo-technical investigation and the bore holes will be taken at a distance of 1 km for the elevated section and 2</p>			
--	---	--	--	--

	<p>bore holes will be done at the location of proposed underpass. The depth of the bore holes will be minimum 35 m.</p> <p>xv. Preparation of storm water drain plan co-align existing network of storm water and other services.</p> <p>xvi. Preparation of conceptual structural drawings with technical specification for NIT.</p> <p>xvii. Preparation of detailed methodology of construction with technology required.</p> <p>xviii. Details of projects for pre-construction activities as per for acceptance of E-in-Charge as per Chapter 3 and Annexure-C of SOP to CPWD works manual, other provisions of CPWD works Manual and Directions of UTTIPEC and Delhi government as modified from time to time (to be suitably modified for infrastructure work) & any other details relevant to project.</p> <p>xix. Finalization of EPC tender document for the department and as per direction of the Engineer-in-Charge.</p>			
--	---	--	--	--

Engineer-in-Charge for corridors, the E-in-C for a particular corridor will supervise work of that corridor separately & proposed & pass the bills. Final bill will be sent to overall E-in-C for pass & payment.

Conditions:

- i. In case of any reduction or increase in length area, the consultancy fee shall be reduced or increased as per agreement provisions.
- ii. I/We agree to keep this Financial Offer valid for 75 days from the date of opening of this Technical Bid.
- iii. I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived there from to any person other than a person to whom we have authorized to communicate.
- iv. We also agree for providing this **“Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi”** for 150 days or after completion of construction work whichever is later at quoted rate without any escalation.
- v. If any step of item No. 1 (b) is not executed or not required at site, the payment percentage of above step may be release after submission of details all other step of item No. 1(b)
- vi. **No extra payment/recovery shall be made if total addition / alteration results in increase/decrease in length/area of corridor up to 10%.** However, beyond 10% deviation in length/area, extra payment shall be paid under relevant clause of agreement only on written instruction by E-in-C after approval of NIT approval authority with recorded reason and it shall be final and binding. Similar principle shall be followed for reduction in scope of work.
- vii. The additional consultancy fee payable for any other work not covered above shall be paid under relevant clause of agreement only on written instruction by E-in-C after approval of NIT approval authority with recorded reason and it shall be final and binding.
- viii. I/We have read and examined the bid document.

Signed for and on behalf of the firm

(Authorized Signatory of the Firm)

Date:

APPENDIX-III

OTHER DOCUMENTS

UNDERTAKING

I/We have read and examined the Technical Bid (Stage-I & II) and Financial Bid documents.

I/We hereby tender for the work of **“Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi”** within the specified time frame for various activities in all respects and as per terms and condition of agreement and as per instruction given by Engineer-in-Charge (PWD).

We agree to keep the tender open for **75 (Seventy Five) days** from the date of opening of Technical bid and not to make any modifications in its terms and conditions.

If I/We fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said PWD or his successors in office shall without prejudice to any other right or remedy be at liberty cancel the award of work absolutely. Further, If I/We fail to commence work as specified, I/WE agree that the said PWD or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, otherwise money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated -----

Signature of Consultants

Postal Address

Witness:

Address:

Occupation:

Annexure – P**On non-judicial stamp paper of minimum Rs. 100****(Guarantee offered by Bank to PWD in connection with the execution of contracts)
Form of Bank Guarantee for Earnest Money Deposit/Performance
Guarantee/Security Deposit/Mobilization Advance**

1. Whereas the Executive Engineer, Public Works Department, Flyover Project Division, F-14, Mukarba Chowk G.T. Karnal Road Delhi-110033 on behalf of the President of India (hereinafter called "The Government") has invited bids under NIT no. 01/EE/F-14/PWD/GNCTD/2025-26 dated..... for **Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.**
2. The Government has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupees only) valid upto (date)* as Earnest Money Deposit from (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the **Executive Engineer, Public Works Department, Flyover Project Division, F-14, Mukarba Chowk G.T. Karnal Road Delhi-110033**, on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with (name and address of the contractor) (hereinafter called "the contractor") for execution of **Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.** The Government has further agreed to accept an irrevocable Bank Guarantee for.....Rs
(Rs.

- only) valid upto (date)..... as Performance Guarantee/Security Deposit/Mobilization Advance from the said contractor for compliance of his obligation in accordance with the terms and conditions of the agreement.
3. We, (indicate the name of bank), (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs.
(Rs..... only) on demand by the Government within 10 days of the demand.
 4. We, (indicate the name of bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the

Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs..... only).

5. We, (indicate the name of bank)....., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
6. We, (indicate the name of bank)....., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the agreement terms and conditions of the said or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any for bearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. We, (indicate the name of bank)....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
9. We, (indicate the name of bank)....., undertake not to revoke this guarantee except with the consent of the Government in writing.
10. This Bank Guarantee shall be valid up to Unless extended on demand by the Government. Not with standing anything mentioned

above, our liability against this guarantee is restricted to Rs.
(Rs. only) and unless a claim
in writing is lodged with us within the date of expiry or extended date of expiry of
this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.....

Witnesses:

1. Signature.....
Name and address

Authorized signatory

Name

Designation

Staff code no.

Bank seal

2. Signature.....
Name and address

*Date to be worked out on the basis of validity period of 90 days where only financial
bids are invited and 180 days for two/three bid system from the date of submission of
tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made
either for earnest money or for performance guarantee/security deposit/mobilization
advance, as the case may be.

EMD RECEIPT FORMAT**Receipt of deposition of original Bank Guarantee as EMD**

Receipt No.....*/...../date.....*

1. **Name of Work: Consultancy Services for Feasibility study for Construction of Flyover Janakpuri Pankha Road from DESU Colony to Janakpuri D-Block at Delhi.**
2. **NIT No: 01/EE/F-14/PWD/GNCTD/2025-26**
3. **Estimated Cost: Rs. 85,82,936/-**
4. **Amount of Earnest Money Deposit: Rs. 1,71,659/-**
 - i) In the form of Treasury Challan or Demand draft or pay order or Banker's cheque or Deposit at call Receipt or Fixed deposit Receipt Rs. Vide Date
 - ii) In the form of Bank Guarantee Rs. issued by Date.... (as per Form-G)
 - iii) **Last date of submission of bid: 16.02.2026 Upto 15:00 Hrs. on **To be filled by EE****

5. **Name of Bidder.....#**
6. **Total EMD Deposited#**
7. **Amount of Earnest Money Deposit.....#**
 - i) In the form of Treasury Challan or Demand draft or pay order or Banker's cheque or Deposit at call Receipt or Fixed deposit Receipt Rs. Vide Date
 - ii) In the form of Bank Guarantee Rs. issued by Date.... (as per Form-P)
8. **Date of submission of EMD:**

Signature, Name and Designation of EMD receiving officer
(EE/AE(P)/AE/AAO alongwith
Office stamp

No. F.1(2)2021/UTTIPEC/64thGB

DELHI DEVELOPMENT AUTHORITY

UTTIPEC: 2nd floor: Vikas Minar, New Delhi



STANDARD FORMAT FOR SUBMISSION OF PROPOSAL FOR UTTIPEC APPROVAL*(As approved in the 48th Governing Body Meeting including the modifications approved in the 62nd and 64th Governing Body Meeting)*

Stages	Methodology	Details of Submission for both stages
Stage I+II: INCEPTION REPORT & CONCEPTUAL DESIGN OPTIONS (Core group / Working Group / Governing Body)	<p>a) The project proponent agency to appoint a Senior Level Officer as the Nodal Officer to UTTIPEC. Such officer shall be the single point of contact for all correspondences related to UTTIPEC in that organisation.</p> <p>b) 3 options (conceptual) will be presented in Core Group/ Working Group (WG). As per the recommendations of Working Group, the proposal shall be uploaded on website for community feedback (15 days) [Mandate as per act]</p> <p>[Proposal made available on UTTIPEC Website for Community Feedback for 15 days]</p> <p>c) Feedback received will be sent to road owning agency for examination and corresponding modification in proposal.</p> <p>d) After addressing the comments of the WG and community feedback, the conceptual proposals will be discussed in Working Group and may be recommended for consideration of Governing Body (GB).</p> <p>e) After incorporating all the WG suggestions, the final drawings (requiring approval) shall be duly self-certified by the authorized signatory of road owning agency and submitted to UTTIPEC for placing in the Agenda for the Governing Body at least 5 working days before the meeting. The <i>self-certification</i> shall include a written assurance that the concerned road owning agency will subsequently prepare the detail drawings as per UTTIPEC Street Design Guidelines/ Standard Typical Crossing Design/ multi-modal integration (MMI) checklist/ FOB checklist/ approved TORs/ other</p>	<p>The final conceptual drawings submitted to UTTIPEC for placing with the Agenda of the GB meeting shall include the following:</p> <ol style="list-style-type: none"> 1. Traffic Impact Assessment/ Traffic Feasibility Report for the proposal. 2. KML/ KMZ format for locating the proposal on Geographical Information System (GIS) based platforms. 3. Context plans overlaid on ZDP, google/ eicher map of Delhi, identifying the road network, surrounding/ abutting uses, landmarks, metro stations, etc. 4. Map/survey drawing identifying all existing conditions as relevant, including edge conditions, location of pavements & crosswalks, Metro/ bus stations, etc. Photo-documentation of the area to be submitted. 5. Existing and Proposed Circulation Plans showing vehicular, public transport, NMV and pedestrian movement. Street sections to be shown for all typical locations with space allocation for all modes. 6. CAD drawings of the proposal with properly defined layers and dimensions for sharing the proposal with other concerned agencies for integration/ standardization in submission of the proposals. 7. In case Metro stations exist within the study area, then Multi Modal Integration checklist to be followed for the street/ area planning.

Stages	Methodology	Details of Submission for both stages
	<p>prevailing guidelines, provisions of Master Plan/ Zonal Development Plans, IRC and other statutory codes etc. notified from time to time.</p> <p>f) Governing Body will consider for approval of one of the best options, based on its merit.</p> <p>g) The approved conceptual drawing (as submitted with the GB Agenda) shall be issued along with the signed copy of the Minutes of Meeting by the UTTIPEC office.</p> <p>h) UTTIPEC approval will be given along with a 'Validity Date for UTTIPEC approval'. If the approved project is not implemented within the said period, revalidation of plans will be required with the updated requirement.</p>	<p>8. Typical junctions design and crossings design to be shown for any special conditions.</p> <p>9. Conceptual tree plantation plan may be shown if desired by the WG.</p> <p>10. Comparative evaluation table to be submitted for all options based on the following criteria:</p> <ul style="list-style-type: none"> • Minimum disruption to existing population • Functional requirements • Ease of implementation • Cost (financial and social) • Aesthetics <p>11. Simulation models to be prepared only if required by the GB/WG.</p>
Stage- III: "Detail Design of Approved Proposal"	To be taken up internally by the concerned Road Owning Agency.	NA

NOTE:

1. The Project Proponent Agency/ Road Owning Agency to submit monthly ATR to UTTIPEC in the first week of each month via e-mail.
2. The submitted project will be rejected, if it will not recommend by Core Group/ Working Group for placing before Governing Body after discussing the same three times.

	लोक निर्माण विभाग सचिवालय PUBLIC WORKS DEPARTMENT SECRETARIAT, दिल्ली सरकार GOVT OF NCT OF DELHI, तृतीय तल, एम० एस० ओ० भवन, इंद्रप्रस्थ सम्पदा, आई० टी० ओ०, नई दिल्ली -०२ 3rd FLOOR, MSO BUILDING, IP ESTATE, ITO, NEW DELHI-02	
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F.10(31)/2023/PWD-I/Court Matters/ 4309-17

Dated: 21/04/2025

OFFICE ORDER

Subject: Deletion of Arbitration Clause (Clause 25) from GCC of all future Contracts of PWD.

The Competent Authority has decided that the Arbitration Clause (Clause 25: Settlement of Disputes & Arbitration) shall be deleted from the GCC of all future contracts of PWD with effect from the date of issuance of this order.

Further, the following clause may be added in place of Arbitration Clause:-

“Any disputes arising between the parties to this agreement/contract shall be subject to the exclusive jurisdiction of Courts in Delhi only.”

This issues with the approval of Competent Authority.

Ruchika Katyal
21/4/2025
(RUCHIKA KATYAL)
Spl. Secretary (PWD)

F.10(31)/2023/PWD-I/Court Matters/ 4309-17

Dated: 21/04/2025

Copy for information and compliance to:-

1. PS to Principal Secretary (PWD), 3rd Floor, MSO Building, PWD, New Delhi.
2. E-in-C, PWD, 12th Floor, MSO Building, PWD, New Delhi.
3. Pr. Chief Engineer (Projects), 9th Floor, MSO Building, PWD, New Delhi..
4. Pr. Chief Engineer (Maintenance), 12th Floor, MSO Building, PWD, New Delhi.
5. All the Chief Engineers/Superintendent Engineers/Executive Engineers.
6. The COA, PWD, 13th Floor, MSO Building, PWD, New Delhi
7. The Director (Works), 3rd Floor, MSO Building, PWD, New Delhi
8. DS (Works), PWD, 3rd Floor, MSO Building, PWD, New Delhi
9. M/s Calibre Pvt. Ltd. for updation on PWD FMS Portal.

Ruchika Katyal
21/4/2025
(RUCHIKA KATYAL)
Spl. Secretary (PWD)

राजस्ट्री स. डी.एल.- 33002/99

REGD. No. D. L.-33002/99

भारत सरकार
GOVERNMENT OF INDIA

दिल्ली राजपत्र

Delhi Gazette

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भाग IV
PART IVराष्ट्रीय राजधानी राज्य क्षेत्र दिल्ली सरकार
GOVERNMENT OF THE NATIONAL CAPITAL TERRITORY OF DELHIवन एवं वन्य जीव विभाग
अधिसूचना

दिल्ली, 24 अप्रैल, 2025

No. F.1(2554)/Legal/HQ/23-23/1022 :- दिल्ली वृक्ष (परिरक्षण) अधिनियम, 1994 की धारा 33 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार, जनहित में, एतद्वारा, "दिल्ली वृक्ष (परिरक्षण) अधिनियम 1994 के अंतर्गत वृक्षों की कटाई / प्रत्यारोपण के लिए मानक संचालन प्रक्रिया" अधिसूचित करती है।

दिल्ली वृक्ष परिरक्षण अधिनियम, 1994 के अंतर्गत वृक्षों की कटाई/प्रत्यारोपण के लिए मानक संचालन प्रक्रिया

दिल्ली वृक्ष परिरक्षण अधिनियम, 1994 (तत्पश्चात "अधिनियम" के रूप में संदर्भित) राष्ट्रीय राजधानी क्षेत्र दिल्ली में वृक्षों की कटाई को नियंत्रित करता है। अधिनियम का उद्देश्य वृक्षों को संरक्षित करना है तथा जब तक आवश्यक न हो, वृक्षों को काटने या गिराने की अनुमति नहीं देना है। अधिनियम के उद्देश्य पर विचार करते हुए, यह स्पष्ट है कि वृक्षों को गिराने या काटने की अनुमति केवल अपवाद के रूप में दी जा सकती है, न कि नियमित रूप से। अधिनियम के प्रावधान सार्वजनिक न्यास सिद्धांत को दोहराते हैं, जो राज्य को वृक्षों सहित प्राकृतिक संसाधनों की रक्षा करने का भी आदेश देता है।

भारत के संविधान के 21, 48 क तथा 51 क (छ) को संयुक्त रूप से पढ़ने पर यह स्पष्ट है कि राज्य को प्राकृतिक पर्यावरण की रक्षा, सुधार और सुरक्षा करने का अधिकार है। वृक्ष हमारे पर्यावरण का एक महत्वपूर्ण हिस्सा हैं। एहतियाती सिद्धांत के अनुसार सरकारों को पर्यावरण क्षरण के कारणों का पूर्वानुमान लगाना, रोकना तथा उनका समाधान करना या उन्हें खत्म करना चाहिए, जिसमें उल्लंघनकर्ताओं के खिलाफ सख्त कार्रवाई करना भी शामिल है। एक भी पूर्ण विकसित वृक्ष की अवैध कटाई पर्यावरण और समस्त समाज को नुकसान पहुंचाती है।

इस अधिनियम का उद्देश्य और लक्ष्य, अन्य बातों के साथ-साथ, समुदाय की सक्रिय भागीदारी के माध्यम से वनरोपण, पुनर्वनरोपण एवं पर्यावरण संरक्षण को बढ़ावा देना है, तथा दिल्ली में वृक्षों एवं वनों के प्रति नागरिकों में सहज स्वामित्व की भावना को बढ़ावा देना है।

अधिनियम के तीन मुख्य भाग हैं। पहला भाग वृक्षों को गिराने की अनुमति देने, दूसरा भाग वृक्ष प्राधिकरण के कर्तव्यों तथा तीसरा भाग अधिनियम के प्रावधानों का उल्लंघन करने वाले व्यक्तियों को दंडित करने से संबंधित है। इसमें अन्य प्रावधान भी हैं, जैसे भूमि के मालिकों का वृक्षों को संरक्षित करने का दायित्व।

1. वृक्ष संरक्षण से संबंधित दिल्ली वृक्ष परिरक्षण अधिनियम, 1994 की महत्वपूर्ण विशेषताएं :

- 1.1 अधिनियम की धारा 2(i) के अनुसार "वृक्ष" से अभिप्राय किसी काष्ठीय पौधे से है जिसकी शाखाएं अधिनियम में यथापरिभाषित किसी तने या शरीर से निकलती हैं तथा उस पर टिकी होती हैं।
- 1.2 अधिनियम की धारा 2 (झ) के अंतर्गत "वृक्ष गिराने" को परिभाषित किया गया है। अधिनियम की धारा 2 (झ) के अंतर्गत इस परिभाषा के अनुसार, "वृक्ष गिराने" का अभिप्राय, वृक्ष के तने को जड़ों से अलग करना, वृक्ष को जड़ समेत उखाड़ना तथा इसमें बुलडोजर से गिराना, काटना, घेरा बनाना, वृक्ष को काटना-छांटना, पोलर्डिंग, वृक्षनाशाओं का प्रयोग करना, जलाना या किसी अन्य तरीके से वृक्ष को क्षति पहुंचाना शामिल है।
- 1.3 धारा 8, अधिनियम की धारा 2 (ट) के अंतर्गत नियुक्त वृक्ष अधिकारी की अनुमति के बिना वृक्षों को गिराने पर रोक लगाती है, सिवाय उन स्थितियों के जहां यदि वृक्ष को तुरंत नहीं गिराया जाता है, तो जीवन या संपत्ति या यातायात के लिए गंभीर खतरा होने की संभावना है। - ऐसे मामलों में भूमि का स्वामी ऐसे वृक्ष को गिराने के लिए तत्काल कार्रवाई कर सकता है और ऐसे वृक्ष के गिरने के चौबीस घंटे के भीतर वृक्ष अधिकारी को इस तथ्य की सूचना देगा।
- 1.4 धारा 9(2) के अंतर्गत वृक्ष अधिकारी वृक्ष गिराने की अनुमति दे सकता है/नहीं दे सकता। प्रासंगिक रूप से, धारा 9(3) के परन्तुक के अंतर्गत, वृक्ष अधिकारी एक ही वर्ष में एक ही क्षेत्र से दो बार से अधिक कटाई की अनुमति नहीं दे सकता, बशर्ते कि अधिकतम क्षेत्रफल 1 हेक्टेयर हो।
- 1.5 धारा 11 के अंतर्गत भूमि स्वामियों को अपनी भूमि पर वृक्षों के संरक्षण एवं सुरक्षा का आदेश दिया गया है, जो धारा 10 के अंतर्गत जारी निर्देशों के अनुपालन में लगाए गए हैं तथा यदि स्वामी द्वारा पर्याप्त उपाय नहीं किए जाते हैं तो वृक्ष अधिकारी वृक्षों के संरक्षण के लिए निर्देश जारी कर सकता है।
- 1.6 अधिनियम की धारा 29, राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार को सार्वजनिक हित में अधिनियम के समस्त या किसी भी प्रावधान से किसी क्षेत्र या वृक्षों की किसी भी प्रजाति को छूट देने का अधिकार देती है।
- 1.7 राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार को अधिनियम की धारा 30 के अंतर्गत एक निश्चित अवधि के लिए एक वर्ग के वृक्षों को गिराने पर पूर्ण रूप से रोक लगाने का अधिकार भी दिया गया है।
- 1.8 अधिनियम की धारा 33 के अंतर्गत, राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार, अधिनियम के प्रयोजनों को पूरा करने के लिए वृक्ष अधिकारी, वृक्ष प्राधिकरण और वृक्ष प्राधिकरण के अधीनस्थ अधिकारियों को उनके कार्यों के निर्वहन के संबंध में निर्देश दे सकती है।

2. वृक्षों की कटाई/प्रत्यारोपण के लिए आवेदक द्वारा उपलब्ध किया जाने वाला विवरण।

- 2.1. यदि किसी आवेदक को किसी अन्य कारण से पता चले कि वृक्ष (वृक्षों) की कटाई/प्रत्यारोपण करना आवश्यक है, तो उसे वन एवं वन्यजीव विभाग, राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार को प्रस्तुत किए जाने वाले आवेदन में निम्नलिखित विवरण अनिवार्य रूप से उपलब्ध करने होंगे :

- i. डीपीटीए ई-फॉरिस्ट पोर्टल पर सभी प्रकार से विधिवत भरा हुआ प्रपत्र।
- ii. स्वामित्व के पंजीकृत दस्तावेज की स्व-सत्यापित प्रति तथा/या नगरपालिका अथवा राजस्व रिकॉर्ड की प्रति जिसमें संपत्ति के स्वामित्व का स्पष्ट विवरण हो या तहसीलदार द्वारा जारी भूमि रिकॉर्ड की जमाबंदी।
- iii. यदि आवेदक भूमि का स्वामी नहीं है तो भूमि स्वामी (स्वामियों) से अनापत्ति प्रमाण पत्र।
- iv. संपूर्ण क्षेत्र के वृक्षों की गणना सूची (प्रजातियां और परिधि) (आवेदक या आवेदक के अधिकृत एजेंट द्वारा विधिवत हस्ताक्षरित), जिसमें गणना संख्या स्पष्ट रूप से दर्शाने वाले भू-संदर्भित फोटोग्राफ शामिल हों (प्रत्येक वृक्ष को आवेदक द्वारा एक विशिष्ट संख्या दी जाएगी)।
- v. सीमा विवरण (आवेदक द्वारा विधिवत हस्ताक्षरित)।
- vi. वचनबद्धता कि अन्य सभी अनुमतियां/अनुमोदन, जो भी आवश्यक हों, प्राप्त कर लिए गए हैं या प्राप्त किए जा रहे हैं।
- vii. उस स्थान का विवरण (केएमएल फाइल, क्षेत्र, खसरा विवरण सहित स्वामित्व प्रमाण) जहां वृक्षों को प्रत्यारोपित किया जाना प्रस्तावित है और प्रतिपूरक वृक्षारोपण किया जाना प्रस्तावित है, यदि लागू हो।
- viii. आवेदक द्वारा प्रस्तुत की जाने वाली वचनबद्धता, जिसमें स्पष्ट रूप से कहा गया हो कि प्रतिपूरक वृक्षारोपण के लिए चिन्हित भूमि का उक्त टुकड़ा किसी अन्य उद्देश्य के लिए आवंटित नहीं है, जिसमें प्रतिपूरक वृक्षारोपण/वनरोपण/किसी अन्य परियोजना के लिए प्रतिपूरक प्रत्यारोपण शामिल है (यदि लागू हो)।
- ix. वृक्ष प्रत्यारोपण नीति, 2020 के अनुसार निर्धारित प्रारूप में वृक्ष संरक्षण योजना।
- x. यदि आवेदन किसी विकास परियोजना से संबंधित है, तो निम्नलिखित अतिरिक्त दस्तावेज (उपर्युक्त दस्तावेजों (क्रम संख्या i से ix) के अतिरिक्त) भी प्रस्तुत किए जाएंगे –
 - क) परियोजना को अंतिम रूप देने से पहले विचार किए गए अन्य व्यवहार्य विकल्पों का विवरण, यदि कोई हो, ताकि प्रभावित वृक्षों की संख्या न्यूनतम हो सके।
 - ख) विस्तृत वास्तुकला चित्रों की एक प्रति (खसरा संख्या दर्शाते हुए चित्र फाइल प्रारूप में) जिसमें प्रस्तावित परियोजना के स्केल अभिविन्यास और संरक्षण पर वृक्षों का आवरण शामिल है।

3. प्रतिपूरक वृक्षारोपण और प्रत्यारोपण

- 3.1 अधिनियम की धारा 10 में प्रत्येक काटे गए/प्रत्यारोपित वृक्ष के लिए निश्चित संख्या में वृक्ष लगाए जाने का प्रावधान है (जिसे प्रतिपूरक वृक्षारोपण कहा जाए)। प्रत्येक गिराए गए/प्रत्यारोपित वृक्ष के लिए मानक के रूप में, आवेदक को राज्य सरकार द्वारा समय-समय पर यथानिर्दिष्ट उपयुक्त प्रजातियों के उतने ही वृक्षों के पौधे लगाने होंगे।
- 3.2 यदि आवेदक द्वारा काटे जाने वाले/प्रत्यारोपित किए जाने वाले वृक्षों की संख्या पच्चीस से कम या उसके बराबर है, तो प्रतिपूरक वृक्षारोपण/प्रत्यारोपण, यदि संभव हो तो, आवेदक द्वारा स्वयं किया जाएगा; अन्यथा, संबंधित वृक्ष अधिकारी द्वारा कारणों को लिखित में अभिलेखबद्ध करते हुए वन विभाग द्वारा आवेदक को ऐसे वृक्षारोपण/प्रत्यारोपण तथा सात वर्षों तक उसके रखरखाव के लिए अपेक्षित धनराशि प्रदान की जाएगी।
- 3.3 शेष मामलों में (पच्चीस से ज्यादा वृक्षों की कटाई/प्रत्यारोपण के लिए), आवेदक को प्रतिपूरक वृक्षारोपण के लिए भूमि उपलब्ध करानी होगी। आवेदक को ऐसी भूमि पर प्रतिपूरक वृक्षारोपण तथा उसके रखरखाव का खर्च भी उठाना होगा, जो वन एवं वन्यजीव विभाग, राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार द्वारा समय-समय पर निर्धारित किया जाता है।
- 3.4 वृक्ष अधिकारी प्रतिपूरक वृक्षारोपण या प्रत्यारोपण के लिए प्रस्तावित भूमि के बारे में अपेक्षित परिश्रम करेंगे। यह स्पष्ट किया जाता है कि विद्यमान वृक्षारोपण में संवर्धन/अंतराल-रोपण को भी प्रतिपूरक वृक्षारोपण के लिए माना जाएगा।
- 3.5 यदि आवेदक स्वयं वृक्षारोपण करता है, तो वन एवं वन्य जीव विभाग द्वारा यथानिर्धारित सुरक्षा जमा के रूप में एक राशि आवेदक को वृक्ष अधिकारी के पास जमा करानी होगी। वृक्ष अधिकारी द्वारा आवेदक को यह राशि (सात वर्ष

बाद) वापस कर दी जाएगी, यदि सात वर्षों में वृक्षारोपण (यथा अपेक्षित रोपित वृक्षों की संख्या) पूर्ण रूप से वृक्षों के रूप में विकसित हो जाता है।

- 3.6 यदि आवेदक को प्रतिपूरक वृक्षारोपण करना है, लेकिन वह सफल प्रतिपूरक वृक्षारोपण करने में विफल रहता है, तो वृक्ष अधिकारी द्वारा सुरक्षा जमा राशि जब्त कर ली जाएगी और उसी प्रस्तावित स्थल पर प्रतिपूरक वृक्षारोपण वन विभाग द्वारा किया जाएगा। आगे आवेदक को अतिरिक्त स्थल पर सुधार व्यय जमा करने के लिए बाध्य किया जाएगा, जो संबंधित वन विभाग/वृक्ष अधिकारी द्वारा गणना के अनुसार स्थल को वृक्षारोपण हेतु उपयुक्त बनाना अपेक्षित हो सकता है।
- 3.7 वृक्षों के प्रत्यारोपण हेतु समय-समय पर संशोधित प्रत्यारोपण नीति, 2020 का पालन किया जाएगा।
- 3.8 आवेदक द्वारा यह सुनिश्चित करने के लिए एक कार्य किया जाएगा कि जहां से वृक्षों को काटा गया है, उस क्षेत्र में या उसके आसपास के क्षेत्र में, जहां तक संभव हो, प्रतिपूरक वृक्षारोपण/प्रत्यारोपण विधिवत रूप से किया जाए।
- 3.9 लगाए गए या प्रत्यारोपित किए गए प्रत्येक वृक्ष को जियो-टैग किया जाएगा तथा किए गए वृक्षारोपण का विवरण वन विभाग के पोर्टल पर अपलोड किया जाएगा। वृक्षारोपण करने वाली एजेंसी द्वारा संबंधित वृक्षों की कटाई की अनुमति के विरुद्ध वृक्षारोपण की वार्षिक प्रगति (तिथि के साथ भू-संदर्भित तस्वीरें) अपलोड की जाएगी।
- 4. वृक्ष अधिकारी द्वारा दिल्ली वृक्ष परिरक्षण अधिनियम, 1994 के अंतर्गत वृक्षों की कटाई/प्रत्यारोपण हेतु धारा 9(1) के अंतर्गत आवेदन पर विचार**
- 4.1 वृक्ष अधिकारियों का मूल कार्य और कर्तव्य वृक्षों को संरक्षित करना है, इसलिए केवल आवश्यक होने पर तथा उचित कारणों से ही वृक्षों को काटने/प्रत्यारोपण की अनुमति दी जाएगी।
- 4.2 वृक्ष अधिकारी द्वारा वृक्षों की कटाई/प्रत्यारोपण हेतु आवेदन की एक प्रति भूमि विवरण के साथ अनिवार्य रूप से एमसीडी या एनडीएमसी या डीडीए या छावनी बोर्ड को उनकी जानकारी के लिए भेजी जाएगी, जिनके अधिकार क्षेत्र में उक्त क्षेत्र आता है। ये प्राधिकारी अपनी टिप्पणियां/आपत्तियां, यदि कोई हों, तो आवेदन प्राप्त होने की तिथि से दो सप्ताह के भीतर, यदि काटे जाने/प्रत्यारोपण किए जाने वाले वृक्षों की संख्या 50 या उससे अधिक है, तो सीईसी को अन्यथा वृक्ष अधिकारी को प्रस्तुत कर सकते हैं।
- 4.3 वृक्ष अधिकारी स्थल का दौरा करने के बाद यह तय करेंगे कि आवेदक द्वारा वृक्षों की कटाई करने या स्थानांतरण करने की मांग आवश्यक है या नहीं। वृक्ष अधिकारी यथासंभव अधिक से अधिक वृक्षों को बचाने का प्रयास करेंगे। वृक्ष अधिकारी इस बात पर विचार करेंगे कि क्या वृक्षों को छटाई या किसी अन्य तरीके से कटाई/प्रत्यारोपण से बचाया जा सकता है।
- 4.4 डीपीटीए ई-फॉरेस्ट पोर्टल पर आवेदक द्वारा प्रस्तुत परियोजना क्षेत्र की स्वीकृत लेआउट योजना जिसमें भवन योजना, सड़क और अन्य संरचनाएं आदि शामिल हैं, जो आवेदक द्वारा जमीन पर (1:1 के पैमाने पर) सीमांकित की जाएगी। डीपीटीए ई-फॉरेस्ट पोर्टल पर परियोजना क्षेत्र हेतु आवेदक द्वारा प्रस्तुत वृक्षों की गणना सूची (प्रत्येक वृक्षा को एक विशिष्ट संख्या दी जाएगी) जिसमें बचाए जाने वाले, प्रत्यारोपित किए जाने वाले और काटे जाने वाले वृक्ष शामिल हैं, को वृक्ष अधिकारी और आवेदक द्वारा जमीनी स्तर पर संयुक्त रूप से सत्यापित और प्रमाणित किया जाएगा।
- 4.5 वृक्ष अधिकारी परियोजना क्षेत्र में सभी वृक्षों की सावधानी पूर्वक जांच एवं निरीक्षण करेगा ताकि काटे जाने/प्रत्यारोपित किए जाने वाले वृक्षों की न्यूनतम संख्या निर्धारित की जा सके। इस प्रक्रिया के बाद, वृक्ष अधिकारी बचाए जाने, प्रत्यापित किए जाने तथा काटे जाने वाले वृक्षों की सूची को अंतिम रूप देगा।
- 4.6 एक बार जब वृक्षों की सूची को प्रमाणित कर दिया जाता है और कटाई/प्रत्यारोपण के लिए अंतिम रूप दे दिया जाता है, तो आवेदक संबंधित वृक्ष के चारों ओर दो छल्लों के रूप में वृक्षों को पेंट से 'चिह्नित' करेगा, अर्थात् प्रत्यारोपित किए जाने वाले वृक्षों के लिए 'पीला' और काटे जाने वाले वृक्षों के लिए 'लाल'।
- 4.7 अधिनियम के अंतर्गत वृक्षों की कटाई/प्रत्यारोपण के लिए वृक्ष अधिकारी द्वारा एक सकारण आदेश (स्पीकिंग ऑर्डर) जारी किया जाएगा। कटाई/प्रत्यारोपण की अनुमति दो वर्ष की अवधि के लिए वैध होगी, जिसे आवेदक द्वारा उचित

औचित्य प्रस्तुत किए जाने पर बढ़ाया जा सकता है। अनुमति की वैधता समाप्त होने पर, आवेदक को अनुमति के लिए नए सिरे से आवेदन करना होगा।

4.8 धारा 9 की उपधारा (3) के परन्तुक इस प्रकार है:

‘9. किसी वृक्ष को गिराने, काटने, हटाने या निपटाने की अनुमति प्राप्त करने की प्रक्रिया –

(3) यह भी उपबंधित है कि किसी व्यक्ति को एक ही वर्ष के दौरान एक ही क्षेत्र से दो से अधिक बार अनुमति नहीं दी जाएगी। बशर्ते एक समय में अधिकतम एक हेक्टेयर क्षेत्र हो।

4.9 यदि वृक्ष अधिकारी यह पाता है कि उसी क्षेत्र के संबंध में उसी वर्ष वृक्षों के गिराने के लिए दूसरा आवेदन किया गया है तथा पहले और दूसरे आवेदनों द्वारा कवर किए गए वृक्षों की कुल संख्या 49 से अधिक है, यद्यपि दूसरे आवेदन द्वारा मांगी गई अनुमति 50 से कम वृक्षों के संबंध में हो, दूसरे आवेदन पर दी गई अनुमति पर तब तक कार्रवाई नहीं की जाएगी जब तक कि उसका केंद्रीय अधिकार प्राप्त समिति (संक्षेप में, “सीईसी”) द्वारा निरीक्षण नहीं किया जाता है तथा अनुमोदित नहीं किया जाता है।

4.10 वृक्ष अधिकारी अधिनियम की धारा 9 के अंतर्गत किसी भी आवेदन पर तब तक विचार नहीं करेगा जब तक कि उसी संपत्ति के संबंध में उस विशेष वर्ष (कैलेंडर वर्ष) में अधिनियम की धारा 9 के अंतर्गत किए गए आवेदनों की संख्या के बारे में दस्तावेजों द्वारा समर्थित घोषणा न हो।

4.11 अधिनियम की धारा 9 की उप-धारा (4) पर माननीय सर्वोच्च न्यायालय द्वारा रिट याचिका (सिविल) संख्या 4677/1985 एमसी मेहता बनाम यूओआई में दिनांक 19/12/2024 के आदेश द्वारा रोक लगा दी गई है, और इसलिए यह वृक्षों की कटाई/प्रत्यारोपण के लिए प्रस्तुत आवेदनों पर लागू नहीं होगी।

5. 50 या अधिक वृक्षों की कटाई/प्रत्यारोपण की अतिरिक्त शर्तें

5.1 जब भी कोई वृक्ष अधिकारी अधिनियम की धारा 8 के साथ पठित धारा 9 के अनुसरण में 50 या अधिक वृक्षों के काटने/प्रत्यारोपण की अनुमति देता है, तो उक्त अनुमति पर तब तक कार्रवाई नहीं की जाएगी जब तक कि उसे सीईसी द्वारा अनुमोदित नहीं कर दिया जाता।

5.2 जब भी अधिनियम के अंतर्गत वृक्ष अधिकारी 50 या उससे अधिक वृक्षों की कटाई/प्रत्यारोपण की अनुमति देता है, तो ऐसी अनुमति देने के तुरंत बाद, वृक्ष अधिकारी आवेदन के पूरे रिकॉर्ड के साथ अनुमति की एक प्रति सीईसी को भेजेगा। दस्तावेजों की प्राप्ति के पश्चात्, सीईसी हेतु संबंधित वृक्ष अधिकारी को आवश्यकतानुसार अतिरिक्त जानकारी और अतिरिक्त दस्तावेज प्रस्तुत करने के लिए कहेगा।

5.3 सीईसी आवेदनों एवं सभी प्रासंगिक पहलुओं पर सावधानीपूर्वक विचार करेगी तथा निर्णय लेगी कि क्या अनुमति प्रदान की जानी चाहिए या नहीं अथवा अनुमति में या अनुमति के अंतर्गत लगाए गए नियमों और शर्तों में कोई संशोधन अपेक्षित है। सीईसी, सम्पूर्ण मामले की जांच करने के पश्चात्, आवेदन को स्वीकार या अस्वीकार कर सकती है, आवेदन को आंशिक रूप से स्वीकार कर सकती है तथा/या उन नियमों व शर्तों को संशोधित कर सकती है जिन पर वृक्ष अधिकारी द्वारा अनुमति प्रदान करने का प्रस्ताव है।

5.4 50 या उससे अधिक वृक्षों को काटने/प्रत्यारोपित करने की अनुमति देते समय, जब तक कि मामला असाधारण न हो, वास्तविक वृक्ष-काटने का कार्य तब तक नहीं किया जाएगा जब तक कि प्रतिपूरक वनरोपण के माध्यम से वृक्ष लगाने की आवश्यकता का अनुपालन न किया जाए। सीईसी के आदेश प्राप्त करने के बाद, वृक्ष अधिकारी सीईसी के आदेश को प्रभावी बनाने के लिए अपने द्वारा पारित आदेशों में संशोधन करेंगे।

5.5 सीईसी द्वारा अनुरोध किए जाने पर, परियोजना प्रस्तावक या आवेदक जो अधिनियम की धारा 9 के अंतर्गत आवेदन करता है, सीईसी के समक्ष उपस्थित होने के लिए बाध्य होगा।

5.6 रिट याचिका/याचिकाओं (सिविल) संख्या 4677/1985 एमसी मेहता बनाम यूओआई में दिनांक 19/12/2024 के निर्णय में माननीय सर्वोच्च न्यायालय के सभी दिशा-निर्देशों का वृक्ष अधिकारी द्वारा मामले-दर-मामले के आधार पर पालन किया जाएगा। ये दिशा-निर्देश/मानक संचालन प्रक्रिया दिनांक 19.12.2024 से लागू हैं तथा अधिनियम की धारा 9 के साथ पठित धारा 8 के अंतर्गत सभी लंबित आवेदनों पर भी लागू होंगे।

- 5.7 इन मानक संचालन प्रक्रियाओं को 50 या अधिक वृक्षों को कटाने/प्रत्यारोपित करने के लिए भी सहमति सीईसी द्वारा दी गई है।
- 5.8 50 या अधिक वृक्षों की अवैध कटाई के मामले में, वृक्ष अधिकारी द्वारा ऐसी सूचना प्राप्त होने के चौबीस घंटे के भीतर सीईसी को सूचित किया जाएगा।

राष्ट्रीय राजधानी क्षेत्र दिल्ली के उपराज्यपाल के
आदेश से तथा उनके नाम पर,
ए. के. सिंह, प्रधान सचिव (पर्यावरण एवं वन)

अनुलग्नक- 1

वृक्षों की कटाई/प्रत्यारोपण हेतु दिल्ली वृक्ष परिरक्षण अधिनियम, 1994 के अंतर्गत मॉडल सांकेतिक अनुमति
आदेश

(वन विभाग द्वारा आवश्यकतानुसार आशोधित किया जाएगा)

विषय: वृक्षों के प्रत्यारोपण की अनुमति

जबकि, डीपीटीए ई-फॉरेस्ट पोर्टल पर आवेदन संख्या दिल्ली वृक्ष परिरक्षण अधिनियम, 1994 (तत्पश्चात् 'अधिनियम' के रूप में संदर्भित) की धारा 9 के अंतर्गत (प्रयोजन) हेतु (वृक्षों की संख्या) के प्रत्यारोपण तथा वृक्षों की संख्या की कटाई के संबंध में प्राप्त हुआ है।

और जबकि, प्रत्यारोपित और काटे गए सभी वृक्षों की सूची, जिसमें वृक्षों के नाम, परिधि माप, फोटोग्राफ के साथ भौगोलिक-निर्देशांक शामिल हैं, इस कार्यालय में प्राप्त हुई तथा सही पाई गई।

और जबकि, आवेदक द्वारा वृक्ष प्रत्यारोपण नीति 2020 के अनुसार एक वृक्ष संरक्षण योजना प्रस्तुत की गई थी, जिसमें प्रत्यारोपित वृक्षों के अस्तित्व को सुनिश्चित करने के लिए उठाए जाने वाले कदमों पर प्रकाश डाला गया था।

और जबकि, केन्द्रीय अधिकार प्राप्त समिति (तत्पश्चात् 'सीईसी' के रूप में संदर्भित) के दिनांक के अनुमोदन के पश्चात्, राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार ने दिनांक के आदेश संख्या के माध्यम से अधिनियम की धारा 29 (यदि लागू हो) के अंतर्गत दिल्ली वृक्ष परिरक्षण अधिनियम की धारा 9 की उपधारा (3) की शर्त के अधीन छूट दे दी गई है।

और जबकि, आवेदक द्वारा परियोजना का विवरण स्थल पर तैयार किया गया था तथा परियोजना स्थल का निरीक्षण किया गया था और गिराए जाने वाले एवं प्रत्यारोपित किए जाने वाले वृक्षों की सूची को और अधिक परिष्कृत किया गया था ताकि अधिक वृक्षों को बचाया जा सके।

और जबकि, परियोजना से प्रभावित होने वाले सभी वृक्षों को क्रमांकित पाया गया तथा प्रस्तुत वृक्षों की सूची को समुचित जांच के बाद अंतिम रूप दिया गया।

और जबकि, प्रस्तावित प्रतिपूरक वृक्षारोपण स्थल ———(स्थल का नाम) का क्षेत्रीय कर्मचारियों द्वारा निरीक्षण किया गया था और इसे ———(प्रजातियों की सूची) की संख्या में वृक्षों के पौधे लगाने के लिए उपयुक्त तथा पर्याप्त पाया गया था, या

और जबकि, ———(स्थल का नाम) पर प्रस्तावित प्रतिपूरक वृक्षारोपण स्थल वन विभाग/.....विभाग (यदि इसे वन समझा जाए) द्वारा प्रदान किया गया है, और ———(प्रजातियों की सूची) के वृक्ष के पौधे..... संख्या में पौधे लगाने के लिए उपयुक्त और पर्याप्त पाया गया है। इसके अतिरिक्त ऐसे प्रतिपूरक वृक्षारोपण हेतु उपभोगी संस्था ने अपेक्षित राशि ——— जमा कर दी है।

और जबकि, प्रस्तावित प्रत्यारोपण स्थल ———(स्थल का नाम) का निरीक्षण किया गया और इसे संख्या में वृक्षों के प्रत्यारोपण के लिए उपयुक्त पाया गया।

और जबकि, ———(उपभोगी संस्था का नाम) ने वृक्षों के प्रत्यारोपण के लिए वन एवं वन्यजीव विभाग, राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार के पास ——— रुपए की सुरक्षा राशि जमा कर दी है।

और जबकि, सीईसी का अनुमोदन (जहां भी लागू हो) दिनांक के पत्र संख्या अंतर्गत प्राप्त हो गया है।

अब, इसलिए संलग्न नियमों व शर्तों को पूरा करने के अधीन ——— संख्या के वृक्षों के प्रत्यारोपण और ——— संख्या के वृक्षों को काटने की अनुमति दी जाती है।

प्रत्यारोपित और काटे जाने वाले वृक्षों का विवरण

क्र०सं०	वृक्षों की प्रजातियाँ	आवेदन के अनुसार वृक्षों की संख्या	वृक्षों का स्थान (भौगोलिक निर्देशांक सहित)	प्रत्यारोपण/कटाई का कारण

अनुलग्नक- 2

प्रत्यारोपण/कटाई हेतु मॉडल सांकेतिक नियम एवं शर्तें

(समय-समय पर आवश्यकतानुसार वन विभाग द्वारा आशोधित किया जाएगा। शर्तें, अधिनियम और अनुमोदित मानक संचालन प्रक्रिया के अनुसार होंगी)

दिल्ली वृक्ष परिरक्षण अधिनियम, 1994 के अंतर्गत वृक्षों की कटाई/प्रत्यारोपण हेतु अनुमति प्रदान करते समय निर्धारित की जाने वाली विशिष्ट और सामान्य शर्तों की सांकेतिक सूची

विशिष्ट शर्तें

1. आवेदक को कटाई/प्रत्यारोपण हेतु अनुमत वृक्षों की संख्या——— का प्रतिपूरक वृक्षारोपण स्थल पर पूरा करना होगा, जिसके लिए आवेदक को वन विभाग के पास वापसी योग्य सुरक्षा जमा राशि ————— जमा की जाएगी। यदि आवेदक प्रतिपूरक वृक्षारोपण सफलतापूर्वक करता है और 07 (सात) वर्षों तक वृक्षारोपण का रखरखाव करता है, तो सुरक्षा जमा राशि बाद में वापस कर दी जाएगी। यदि वृक्षारोपण का सफलता प्रतिशत 100% से कम है, तो वृक्षारोपण की विफलता के प्रतिशत के अनुपात में सुरक्षा जमा राशि जब्त कर ली जाएगी तथा वन विभाग वृक्ष अधिकारी द्वारा निर्धारित उसी स्थल पर या किसी अन्य स्थल पर, प्रत्यारोपित असफल पौधों की संख्या के बराबर प्रतिपूरक वृक्षारोपण करेगा। आवेदक को वापस की गई सुरक्षा जमा राशि पर कोई ब्याज नहीं दिया जाएगा। यद्यपि, वापसी के समय ऐसे वृक्षारोपण और इसके सात वर्ष तक रखरखाव आदि के लिए आवश्यक वास्तविक राशि काट ली जाएगी।
2. यदि आवेदक वृक्ष अधिकारी द्वारा यथा विनिर्दिष्ट अवधि के भीतर निर्धारित स्थल पर वृक्षारोपण करने में विफल रहता है, तो वृक्षारोपण और उसका रखरखाव वन विभाग द्वारा आवेदक की लागत पर उसी स्थल पर किया जाएगा। आवेदक वन विभाग द्वारा गणना की गई आवश्यक धनराशि के साथ उस स्थल को वन विभाग को सौंप देगा।

सामान्य शर्तें:

- i. यह अनुमति दो वर्ष की अवधि के लिए वैध है, जिसे वैध कारणों पर एक वर्ष के लिए बढ़ाया जा सकता है।

- ii. यदि आवेदक प्रतिपूरक वृक्षारोपण कर रहा है, तो आवेदक को अधिनियम की धारा 12 के अनुपालन में विस्तृत वृक्षारोपण कार्य योजना प्रस्तुत करनी होगी।
- iii. किसी भी माननीय न्यायालय तथा/या किसी सक्षम प्राधिकारी द्वारा जारी किए गए या जारी किए जाने वाले सभी संबंधित दिशा-निर्देशों का आवेदक द्वारा अनुपालन किया जाना चाहिए।
- iv. आवेदक को वृक्ष कटाई/प्रत्यारोपण शुरू करने से कम से कम 3 दिन पहले वृक्ष अधिकारी के कार्यालय को सूचित करना होगा।
- v. वृक्षों को काटने/प्रतिरोपित करने की अनुमति आवेदक के स्वयं के जोखिम पर दी जाती है तथा किसी भी व्यक्ति/व्यक्तियों के दावे पर कोई प्रतिकूल प्रभाव डाले बिना दी जाती है, जिनका भूमि या वृक्षों पर कोई अधिकार हो सकता है/हो सकते हैं।
- vi. स्थानांतरित किए जाने वाले वृक्षों के बीच उचित दूरी होनी चाहिए।
- vii. प्रत्यारोपण नीति, 2020 में निर्दिष्ट सभी शर्तों का आवेदक द्वारा अनुपालन किया जाना चाहिए।
- viii. किसी भी ऐसे वृक्ष को काटना/प्रत्यारोपित नहीं किया जाएगा, जिसमें किसी पक्षी, गिलहरी या सांप का घ घोंसला/गड्ढा हो, जब तक कि घोंसला/गड्ढा खाली न कर दिया जाए।
- ix. छंटाई के कारण उत्पन्न होने वाले टहनियों और शीपों को निकटतम सार्वजनिक श्मशान भूमि पर भेजा जा सकता है तथा रसीद की एक प्रति वृक्ष अधिकारी को भेजी जा सकती है।
- x. आवेदक को यह सुनिश्चित करना होगा कि परियोजना के निर्माण/विकास के दौरान संरक्षित वृक्षों को कोई नुकसान न हो।
- xi. आवेदक पर्याप्त सावधानी बरतेगा तथा वृक्षों के कटाई/प्रत्यारोपण के दौरान होने वाली किसी भी दुर्घटना के लिए पूर्ण रूप से उत्तरदायी होगा।
- xii. परियोजना भूमि से वृक्षों की कटाई हेतु यदि भूमि-स्वामित्व वाली एजेंसी को कोई क्षतिपूर्ति की जानी है, तो उसका भुगतान परियोजना कार्यान्वयन एजेंसी द्वारा किया जाएगा।

DEPARTMENT OF FORESTS AND WILDLIFE

NOTIFICATION

Delhi, the 24th April, 2025

No. F.1(2554)/Legal/HQ/23-23/1022.—In exercise of the powers conferred by Section 33 of the Delhi Preservation of Trees Act, 1994, the Government of National Capital Territory of Delhi, in public interest, hereby, notifies "Standard Operating Procedure (SOP) For Tree Felling / Transplantation under Delhi Preservation of Trees Act (DPTA), 1994"

STANDARD OPERATING PROCEDURE (SOP) FOR TREE FELLING / TRANSPLANTATION UNDER DELHI PRESERVATION OF TREES ACT, 1994

The Delhi Preservation of Trees Act, 1994 (**hereinafter referred to as "the Act"**) regulates the felling of trees in NCT of Delhi. The object of the Act is to preserve the trees and not to permit cutting or felling of the trees, unless necessary. Considering the object of the Act, it is evident that the permission for felling or cutting of the trees can be granted only by way of an exception and not in a routine manner. The provisions of the Act reiterate the public trust doctrine, which enjoins the State to protect the natural resources, including the trees.

On a joint reading of Articles 21, 48A and 51A (g) of the Constitution of India, it is apparent that the State is mandated to protect, improve and safeguard the natural environment. Trees are a vital part of our environment. The precautionary principle requires the governments to anticipate, prevent, and remedy or eradicate the causes of environmental degradation, including acting sternly against the violators. Illegal felling of even a single fully grown tree hurts the environment and the society as a whole.

The aim and objective of the Act, *inter alia*, is to promote afforestation, reforestation and environmental protection through proactive participation of the community, and also to promote a sense of innate ownership amongst the citizens, towards trees and forests in Delhi.

There are three major parts of the Act. The first part deals with the grant of permissions to fell the trees, the second part is about the duties of the Tree Authority, and the third part is about penalizing the persons for committing breaches of the provisions of the Act. There are other provisions, such as the obligation of the owners of the lands to preserve the trees.

1. IMPORTANT FEATURES OF THE DELHI PRESERVATION OF TREES ACT, 1994, RELATED TO TREE PRESERVATION:

- 1.1 As per Section 2(i) of the Act "tree" means any woody plant whose branches spring from and are supported upon a trunk or body as defined in the Act.
- 1.2 "To Fell a Tree" has been defined under Section 2(h) of the Act. As per this definition under Section 2(h) of the Act, "to fell a tree" with its cognate expression, means severing the trunk from the roots, uprooting the tree and includes bulldozing, cutting, girdling, lopping, pollarding, applying arboricides, burning or damaging a tree in any other manner.
- 1.3 Section 8 prohibits felling of trees without permission of the Tree Officer appointed under Section 2(j) of the Act except in situations where if the tree is not immediately felled, there would be grave danger to life or property or traffic—in which cases the owner of the land may take immediate action to fell such tree and report the fact to the Tree Officer within twenty-four hours of such felling.
- 1.4 The Tree Officer can grant / refuse permission for felling under Section 9(2). Pertinently, under Section 9(3) *proviso*, the Tree Officer cannot give permission for felling from the same area on more than two occasions during the same year subject to a maximum area of 1 hectare.
- 1.5 Section 11 mandates the land owners to preserve and protect trees on their land which are planted in compliance of directions issued under Section 10 and the Tree Officer can issue directions for protection of trees if adequate measures are not taken by the owner.
- 1.6 Section 29 of the Act empowers the GNCTD to exempt any area or any species of trees from all or any of the provisions of the Act, in public interest.
- 1.7 The GNCTD is also empowered to prohibit felling altogether of a class of trees for a specified period under Section 30 of the Act, and

1.8 Under Section 33 of the Act, the GNCTD can give directions to the Tree Officer, Tree Authority and officers subordinate to the Tree Authority regarding discharge of their functions for carrying out the purposes of the Act.

2. DETAILS TO BE PROVIDED BY THE APPLICANT FOR TREE FELLING/TRANSPLANTATION.

2.1. If an applicant, for any other reason, finds that felling/transplantation of tree(s) is necessary, he shall have to mandatorily provide the following details in the application to be submitted to the Department of Forest and Wildlife, GNCTD:

- i. Duly filled up form in DPTA e-Forest portal in all respect.
- ii. Self-attested copy of the registered document of ownership and/or copy of municipal or revenue record clearly showing details of ownership of the property or *jamabandi* of land record issued by the Tehsildar.
- iii. NOC from the land owner(s), if applicant is not the land owner.
- iv. Enumeration list (species and girth) of trees of the entire area (duly signed by the applicant *or authorized agent of the applicant*) including geo-referenced photographs showing the enumeration number clearly (each tree to be given a unique number by the applicant).
- v. Boundary description (duly signed by the applicant).
- vi. Undertaking that all other permissions/ approvals, as may be required, have been obtained or are being obtained.
- vii. Details (KML file, area, ownership proof including khasra details) of the site where the trees are proposed to be transplanted and compensatory plantation proposed to be carried out, if applicable.
- viii. Undertaking to be submitted by the Applicant, clearly stating that the said parcel of land identified for compensatory plantation is not allotted for any other purpose including for compensatory plantation / afforestation / transplantation for any other project, if applicable.
- ix. Tree Preservation Plan in the prescribed format as per Tree Transplantation Policy, 2020.
- x. In case the application is related to a development project, following additional documents (in addition to above mentioned documents (sl number i. to ix.)) shall also be submitted-
 - a) Details of other feasible options explored before finalizing the project, if any, to ensure minimizing the number of trees affected.
 - b) A copy of the detailed architectural drawings (in .dwg drawing file format showing the khasra numbers) which includes overlay of trees on to-the-scale layout and alignment of the proposed project.

3. COMPENSATORY PLANTATION & TRANSPLANTATION

- 3.1 Section 10 of the Act mandates certain number of trees to be planted for each tree felled/transplanted (to be called Compensatory Plantation). As a standard for each tree felled/ transplanted, the applicant shall plant such number of tree saplings of suitable species as specified by the state government from time to time.
- 3.2 If number of trees to be felled / transplanted by the applicant are less than or equal to twenty-five, compensatory plantation/transplantation will be carried out, if possible, by the applicant itself; otherwise, for reasons recorded in writing by the concerned Tree Officer, by the Forest Department for which required funds will be provided by the applicant for carrying out such plantation/transplantation and its maintenance for seven years.
- 3.3 For rest of the cases (for felling/ transplantation of more than twenty-five trees), the applicant shall provide land for compensatory plantation. Applicant shall also bear the cost of raising compensatory plantation and its maintenance for seven years, over such land, as fixed by the Department of Forests and Wildlife, GNCTD from time to time.
- 3.4 The Tree Officer will carry out required due diligence about the land offered for compensatory plantation or transplantation. It is clarified that enrichment/gap-planting in existing plantations will also be considered towards compensatory plantation.
- 3.5 In case the applicant itself carries out the plantation, then an amount in form of security deposit as decided by the Department of Forests and Wildlife, will be deposited by the applicant with the Tree Officer. The amount will be refunded (after seven years) by the Tree Officer to the applicant, if plantation (number of trees as required to be planted) is fully developed as trees in seven years.
- 3.6 In case the applicant has to raise compensatory plantation but fails to raise successful compensatory plantation, then the security deposit shall be forfeited by the Tree Officer and the Compensatory Plantation on the same proposed site shall be carried out by the Forest Department. Further, the Applicant shall be mandated to deposit extra site improvement expenses, which may be required to make the site suitable for plantation, as calculated by the Forest Department/Tree Officer concerned.
- 3.7 For transplantation of Trees, Transplantation Policy 2020 as amended from time to time shall be followed.
- 3.8 An exercise shall be done by the Applicant to ensure that the compensatory plantation / transplantation is duly undertaken in the area or in the vicinity of the site itself from where trees are felled, to the extent possible.
- 3.9 Each tree planted or transplanted will be geo-tagged and the details of the plantation carried out will be uploaded on the portal of the Forest Department. Yearly progress of plantation (geo-referenced photographs with date) will be uploaded against concerned tree felling permission by the agency carrying out the plantation.

4. CONSIDERATION OF THE APPLICATION UNDER SECTION 9(1) FOR FELLING/TRANSPLANTATION UNDER THE DPTA, 1994 BY THE TREE OFFICER

- 4.1 The basic function and duty of the Tree Officers is to preserve the trees and, therefore, only in case of necessity and for good reasons the permission for felling/transplantation of trees shall be granted.
- 4.2 A copy of the application for felling/transplantation of the trees along with land details will be mandatorily sent by the Tree Officer to MCD or NDMC or DDA or Cantonment Board under whose jurisdiction the said area falls, for their information. These authorities may submit their observations/ objections, if any to the CEC within two weeks in case the number of trees to be felled/transplanted are 50 or more, otherwise to the Tree Officer, from the date of receipt of the application.
- 4.3 The Tree Officer after visiting the site will decide whether the felling or trans-location of the trees as sought by the applicant is necessary. The Tree Officers shall make an effort to save as many trees as possible. The Tree Officers shall consider whether; by pruning or by some other methods, the trees can be saved from felling/transplantation.
- 4.4 The approved layout plan of the project area submitted by the Applicant on the DPTA e-Forest portal including the building plan, road and other structures, etc. shall be demarcated on the ground (on the scale of 1:1) by the Applicant. The enumeration list of trees (each tree will be given a unique number) submitted by the applicant, for the project area which includes trees to be saved, transplanted and felled, on the DPTA e-Forest portal shall be jointly verified and authenticated on the ground, by the Tree Officer and the Applicant.
- 4.5 The Tree Officer shall carefully examine and inspect all the trees in the project area to arrive at the bare minimum number of trees to be felled/transplanted. After this exercise, the Tree Officer shall finalize the list of trees to be saved, transplanted and felled.
- 4.6 Once the trees list is authenticated and finalized for felling/transplantation, the Applicant will 'mark' the trees with paint in the form of two rings around the concerned tree i.e. 'Yellow' for trees to be transplanted and 'Red' for trees to be felled.
- 4.7 A Speaking Order to be issued by the Tree Officer for felling/ transplantation under the Act. The permission for felling/ transplantation will be valid for a period of two years, which may be extended if proper justification is furnished by the applicant. On expiry of the validity of the permission, the Applicant shall apply afresh for the permission.
- 4.8 The proviso to sub-Section (3) of Section 9 reads thus:
"9. Procedure for obtaining permission to fell, cut, remove or dispose of a tree -
(3). Provided that no permission shall be granted to any person from the same area on more than two occasions during the same year subject to a maximum area of one hectare at a time."
- 4.9 If the Tree Officer finds that a second application is made in the same year in respect of the same area for the felling of trees and the total number of trees covered by the first and second applications exceeds 49, even

if the permission sought by the second application is in respect of fewer than 50 trees, the permission granted on the second application shall not be acted upon unless the same is vetted and approved by the by the Central Empowered Committee (for short, "the CEC").

- 4.10 The Tree Officer shall not entertain any application under Section 9 of the Act unless there is a declaration supported by documents about the number of applications made under Section 9 of the Act in that particular year (Calendar Year) regarding the same property.
- 4.11 The sub-Section (4) of Section 9 of the Act, has been stayed by the Hon'ble Supreme Court by the order dated 19/12/2024, in the Writ Petition(s) (Civil) No 4677/1985 M.C. Mehta vs UoI, and therefore shall not be applicable for applications submitted for the tree felling/transplantation.

5 ADDITIONAL CONDITIONS FOR FELLING/ TRANSPLANTATION OF 50 OR MORE TREES

- 5.1 Whenever a Tree Officer grants permission for the felling/transplantation of 50 or more trees in accordance with Section 8 read with Section 9 of the Act, the said permission shall not be acted upon unless the same is approved by the CEC.
- 5.2 Whenever the Tree Officer under the Act grants permission for the felling/ transplantation of 50 or more trees, immediately after granting such permission, the Tree Officer shall forward the entire record of the application along with a copy of the permission to the CEC. Upon receipt of the documents, it will be open for the CEC to call upon the concerned Tree Officer to furnish additional information and additional documents, as required.
- 5.3 The CEC will carefully consider the applications and all relevant aspects and will decide whether the permission deserves to be granted or whether any modification is required to the permission or the terms and conditions imposed under the permission. The CEC, after examining the entire case, may either allow or reject the application, may allow the application partly and/or modify the terms and conditions on which permission is proposed to be granted by the Tree Officer.
- 5.4 While granting permission to fell/ transplant 50 or more trees, unless the case is exceptional, actual tree-cutting work shall not be undertaken unless compliance is made with the requirement of planting trees by way of compensatory afforestation. After receiving orders of the CEC, the Tree officers shall amend the orders passed by them to give effect to the order of the CEC.
- 5.5 On the requisition being made by the CEC, the project proponent or the applicant who makes an application under Section 9 of the Act shall be bound to appear before the CEC.
- 5.6 All the directions of the Hon'ble Supreme Court in the Judgement dated 19/12/2024 in the Writ Petition(s) (Civil) No 4677/1985 M.C. Mehta vs UoI will be followed by the Tree Officer on case-to-case basis. These directions/SOPs are applicable w.e.f. 19.12.2024 and will also apply to all the pending applications under Section 8, read with Section 9 of the Act.

- 5.7 These SOPs have also been concurred by the CEC for felling/ transplanting of 50 or more trees.
- 5.8 In case of any illicit felling of 50 or more trees, the CEC will be informed by the Tree Officer within twenty-four hours of receipt of such information by the Tree Officer.

By Order and in the Name of the Lt. Governor of
National Capital Territory of Delhi
A.K. SINGH, Principal Secy. (Environment & Forests)

Annexure-1

Model indicative Permission Order under DPTA, 1994 for felling / transplantation of trees

(to be modified by the Forest Department as per the requirement)

Subject: Permission for Transplantation of Trees

WHEREAS, application no. on DPTA e-Forest portal has been received from regarding transplantation of.....(number of trees)....trees and felling ofnumber of trees for(purpose) under Section 9 of Delhi Preservation of Trees 1994 Act, 1994 (hereinafter referred as 'the Act').

AND WHEREAS, list of all trees to be transplanted and felled with details of name of the trees, girth measurement, geo-coordinates along with photographs was received in this office and found to be in order.

AND WHEREAS, a Tree Preservation Plan made in accordance with the Tree Transplantation Policy 2020 highlighting the steps that would be undertaken to ensure survival of transplanted trees was submitted by the applicant.

AND WHEREAS after the approval of Central Empowered Committee (hereinafter referred as 'CEC') dated....., the Government of NCT Delhi vide order No.....dated....., has exempted condition of Sub section (3) of Section 9 of DPTA under Section 29 of the Act (If applicable).

AND WHEREAS, the details of the project were drawn on the site by the Applicant and inspection of the project site was carried out and the list of trees to be felled and transplanted were further refined so that more trees can be saved.

AND WHEREAS, all the trees to be affected by the project were found to be numbered and the submitted trees list was finalized after due diligence.

AND WHEREAS, Compensatory Plantation site proposed at -----(name of the site) ----- was inspected by the field staff and was found suitable and sufficient to plant number of tree saplings of -----(list of species)
OR

AND WHEREAS, Compensatory Plantation site proposed at -----(name of the site) ----- has been provided by the Forest Department/.....Department (in case of deemed forest), and was found suitable and sufficient to

plant number of tree saplings of ----(list of species). Further UA has deposited the required amount of Rs---
----for such Compensatory Plantation.

AND WHEREAS, Transplantation site proposed at ----(name of the site)----- was inspected and was found
suitable for transplantation ofnumber of trees.

AND WHEREAS, ----(name of UA)----has deposited a security amount of Rs. ----- with Department of
Forests & Wildlife, GNCTD for transplantation of trees.

AND WHEREAS approval of the CEC (as and where applicable) has been received vide letter no.....
dated.....

NOW THEREFORE, the permission is granted for transplantation of ---Nos--- of trees and felling of ----
Nos--- of trees subject to fulfilment of terms & conditions Annexed.

DETAILS OF TREES TO BE TRANSPLANTED AND FELLED

S.N.	Species of Trees	S.No. of tree as per application	Location of Trees (with geo coordinates)	Reason for Transplantation / felling
1.				
2.				

Annexure-2

MODEL INDICATIVE TERMS AND CONDITIONS FOR TRANSPLANTATION/FELLING

(To be modified by the Forest Department as per the requirement from time to time. Conditions shall be as per the Act and the approved SOPs)

INDICATIVE LIST OF SPECIFIC AND GENERAL CONDITIONS TO BE STIPULATED WHILE GRANTING PERMISSION UNDER THE DPTA, 1994 FOR FELLING / TRANSPLANTING

Specific Conditions

1. The compensatory plantation of ---- number of trees permitted for felling/ transplantation should be completed by the Applicant at the site _____ for which refundable security deposit of amount _____ will be deposited by the Applicant with the Forest Department. If the applicant carries out compensatory plantation successfully and maintains the plantation for 07 (seven) years, the Security Deposit amount will be refunded afterwards. If the success percentage of the plantation is less than 100%, the amount of security deposit proportionate to the percentage of failure of plantation will be forfeited and

the Forest Department will raise the Compensatory Plantation equal to the failed number of saplings at the same site or at another site as may be decided by the Tree Officer. No interest will be paid on the amount of the Security Deposit refunded to the applicant. However, the actual amount required for such plantation and its seven-year maintenance etc at the time of the refund will be deducted.

2. If the Applicant fails to carry out the plantation at the earmarked site within a period as specified by the tree officer, the plantation and its maintenance will be carried out by the Forest Department at the same site at the cost of the applicant. The applicant will hand over the site to the Forest Department along with the required funds as calculated by the Forest Department.

General Conditions:

- i. The permission is valid for a period of two years, which is extendable, on valid reasons, for one more year.
- ii. If Applicant is doing Compensatory Plantation, a detailed plantation schedule shall have to be submitted by the applicant in compliance with section 12 of the Act.
- iii. All related directions issued, or may be issued by any Hon'ble Court and/or any competent authority must be complied with by the Applicant.
- iv. The applicant will intimate to the office of Tree Officer at least 3 days in advance before commencing the felling/transplantation.
- v. Permission to fell/ transplant the trees is granted at Applicant's own risk and without prejudice to the claim(s) of any person/s who may be having any right(s) over the land or the trees.
- vi. The translocated trees should be appropriately spaced.
- vii. All the conditions specified in transplantation policy, 2020 must be complied by the applicant.
- viii. Felling/ Transplantation of any tree which has a nest of a bird, squirrel or snake pit shall not be carried out till the nest/pit is abandoned.
- ix. Lops and Tops arising out of pruning may be sent to the nearest public cremation ground and a copy of the receipt may be sent to the Tree Officer.
- x. The Applicant must ensure that the protected trees are not disturbed during the construction / development of the project.
- xi. The applicant will take adequate precautions and be fully responsible for any accident that might happen during felling / transplantation of trees.
- xii. For felling of trees from the project land, if any compensation is to be paid to the land-owning agency, the same shall be borne and settled by the project implementing Agency.