

दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY
आवासीय एवं शहरी परियोजना विभाग
HOUSING & URBAN PROJECTS WING
वरिष्ठ वास्तुविद् कार्यालय शहरी उद्यान एवं दिल्ली शहरी विरासत संस्थान
OFFICE OF SENIOR ARCHITECT (URBAN PARKS & DUHF)
दसवीं मंजिल, विकास मीनार, नई दिल्ली - 110002
10TH FLOOR, VIKAS MINAR, NEW DELHI - 110002
PH: 011-23379563

सं. F3(27)2019/HUPW/SA(UP&DUHF)/DDA/09

दिनांक: 29.01.2020

Sub: Notice Inviting Tender

The bids for the appointment of Consultant are invited from Architects / Architectural Firms empanelled with Housing and Urban Project Wing, Delhi Development Authority under the category of project cost Rs. 300 crores and above for

Providing Consultancy for:

- a) "The Delhi CycleWalk – Master Plan Concept"
&
- b) "The Delhi CycleWalk – Phase-I"

Having route alignments as under:

Leg A – Route:

- Sangam Vihar, Tughlakabad Recreational Area, Container Depot Tughlakabad, Govindpuri, Tughlakabad Extension, Jahanpanah City Forest, Saket District Centre, Saket Court and Malviya Nagar Metro Station.

Leg B – Route:

- Malviya Nagar Metro Station, Sanjay Van, JNU, Vasant Kunj.

Leg C – Route:

- Jahanpanah City Forest, Chirag Delhi, Soami Nagar, Masterplan Green Siri Fort, Asiad Village Complex.
- Masjid Moth, Greater Kailash 2, Greater Kailash 1, Chittranjan Park, Kailash Colony, Sant Nagar.

Time of Completion of Work – **SIX (06) MONTHS + Execution time (54 months or completion of project)**

The RFP document is available at DDA's website www.dda.org.in
Earnest Money : 11 Lakh

The **pre-bid** meeting will be held on 06.02.2020 at 03:00 P.M. in the office of Chief Architect, DDA, 8th Floor, Vikas Minar, New Delhi – 110002.

This issues with the approval of the Competent Authority, DDA.

स्मिता
21.01.2020
वरिष्ठ वास्तुविद्
(शहरी उद्यान एवं दिल्ली शहरी विरामत संस्थान)

Copy to:

1. PS to Vice Chairman, DDA for kind information of the latter
2. PS to Engineer Member, DDA for kind information of the latter
3. PS to Finance Member, DDA for kind information of the latter
4. PS to PC (Horticulture), DDA for kind information of the latter
5. OSD to Vice Chairman, DDA for kind information
6. Chief Accounts Officer, DDA for kind information
7. Chief Architect, DDA for kind information
8. Commissioner Planning, DDA for kind information
9. Chief Engineer (South Zone), DDA for kind information
10. Additional Commissioner Landscape, DDA for kind information
11. Superintending Engineer (CC-18), DDA for kind information
12. F.O. to Chief Engineer (South Zone), DDA for kind information
13. A.O. / C.A.U. (SZ) & A.O. (Works)-I, DDA for kind information
14. Director (Systems), DDA for kind information
15. Executive Engineers, (SWD-I) for information
16. All AEs, AE(P), AAO, H/C and Notice Board for information
17. Website Maintenance Agency (ddatender@dda.org.in) for information

ARCHITECTS/ARCHITECTURAL FIRMS EMPANELLED with HUPW, DDA under the category of Project Cost Rs. 300 Crores and above -

18. Pradeep Sachdeva Design Associates for information
19. Arch. En. Design for information
20. Design Forum International for information
21. Garg & Associates for information
22. Muralage for information
23. Morphogenesis for information
24. Studio for Habitat Future (P) Ltd. for information
25. Architect Workshop for information
26. Datta & Datta Associates for information
27. Grid Architecture Interiors (Pvt.) Ltd. for information
28. Raj Rewal Associates for information
29. En Arch Consultants (P) Ltd. for information
30. Creative Circle for information
31. Sumit Maity Architects for information

32. Space Ace for information
33. Arcop Associates Pvt. Ltd. for information
34. SABS Arch. & Engg for information
35. C.P. Kukreja Architects for information
36. Gian P. Mathur & Associates (P) Ltd. for information
37. G.D. Sambhare & Co. for information
38. CEM Engineers for information

स्मिता

२१.०१.२०२०.

वरिष्ठ वास्तुविद्

(शहरी उद्यान एंव दिल्ली शहरी विरामत संस्थान)



REQUEST FOR PROPOSAL

for

Selection of Consultant

for

Providing Consultancy for

“The Delhi CycleWalk – Master Plan Concept”

&

“The Delhi CycleWalk – Phase I”

Leg A- Route:

- Sangam Vihar, Tughlakabad Recreational Area, Container Depot Tughlakabad, Govindpuri Tughlakabad Extension, Jahanpanah City Forest, Pushp Vihar, Sheikh Sarai, Metro Colony, Press Enclave, Saket District Centre, Saket Court and Malviya Nagar Metro Station.

Leg B-Route:

- Malviya Nagar Metro Station, Sanjay Van, JNU, Vasant Kunj.

Leg C- Route:

- Jahanpanah City Forest, Chirag Delhi, Soami Nagar, Masterplan Green Siri Fort, Asiad Village Complex. Chirag Delhi to Masjid Moth, Greater Kailash 2, Greater Kailash1, Nehru Place, Isckon Temple, Kailash Hills, Sant Nagar & Chirag Delhi to Siri Fort.

Delhi Development Authority
Chief Architect
8th floor, Vikas Minar, IP estate
New Delhi-110002
Phone no.01123379031
e-mail: chiefarchitect@dda.org.in
Website: www.dda.org.in

CONTENTS

Subject		Page No.
Preamble		5
Definitions		6
Disclaimer		7
Tender/RFP Invitation		9
SECTION 1:	INTRODUCTION	11
1.1	Project Background	11
1.2	Request for Proposal	12
1.3	Due diligence by Applicants	13
1.4	RFP (Request for Proposal) Document	13
1.5.	Bid Submission	14
1.6	Validity of the Proposal	14
1.7	Brief description of the Selection Process	14
1.8	Schedule of Selection of the Proposal	15
1.9	Pre-Bid Meeting	16
1.10	Communications:	16
SECTION 2:	INSTRUCTIONS TO APPLICANTS	17
A	General	17
2.1	Scope of proposal	17
2.2	General Instructions to bidder	19
2.3	Conditions of Eligibility of Applicants	20
2.4	Number of proposals	20
2.5	Cost of proposal	20
2.6	Site visit and verification of information	20
2.7	Right to reject any or all Proposals	20
2.8	Validity of Bids	21
B	Preparation And Submission Of Proposal	21
2.9	Technical Proposal	21
2.10	Financial Proposal	21
2.11	Submission of Proposal	22
2.12	Bid Security	22
2.13	Performance Security	23
C	Evaluation Process	24
2.14	Evaluation Process	24
D	Appointment of Consultant	25
2.15	Indemnity	25
2.16	Award of Consultancy	25
2.17	Execution of Agreement	25
2.18	Commencement of Assignment	26
2.19	Undertakings of the Consultant	26

2.20	Confidentiality	27
2.21	Conflicts of Interest	27
2.22	Independent Consultant	28
2.23	Insurance	28
2.24	Compensation for Delay:	28
2.25	Time and Extension for Delay	28
2.26	Foreclosure of Contract due to Abandonment or Reduction in Scope of Work.	29
2.27	Settlement of Disputes & Arbitration	29
SECTION 3:	CRITERIA FOR EVALUATION	31
3.1	Evaluation of Technical Proposals	31
3.2	Short-listing of Applicants	32
3.3	Evaluation of Technical & Financial Bid	32
SECTION 4:	FRAUD AND CORRUPT PRACTICES	35
SECTION 5:	PRE-BID MEETING	37
SECTION 6:	MISCELLANEOUS	38
SCHEDULE 1	TERMS OF REFERENCE	39
1.	Vision	40
2.	General	40
3.	Objective	42
4.	The Delhi CycleWalk Phase- I, Route Alignments	43
5.	Scope of Services	45
6.	Consultants Role in various stages of the Project.	47
6.1	Detailed Project Report	47
6.2	Detailed Design Comprehensive Proposal	47
6.3	Feasibility Study & Services	48
6.4	Design Development	48
6.5	The Terms of Reference	48
6.6	Objectives	48
6.7	Brief Scope of Work	50
6.8	Deliverables	52
7.	Project Cost	59
8.	Deliverables	59
9.	Consultancy Team	60
10.	Fees and Payment Terms	60
11.	Schedule of Payment	61
	Proforma 1 – Project Facilities	66
1.	Project Guidelines Requirements and Facilities.	66
2.	Design Consideration for the Proposal	67
2.1	Criteria for design of The Delhi CycleWalk Phase-I	67
2.2	Inclusive and universal design	67
2.3	Remunerative & Non-Remunerative Activity	68
2.4	Safety & Security Measures	68

2.5	Public Art, Street Furniture & Dustbins	68
2.6	Signages	68
2.7	Lighting & fixtures	69
2.8	Sustainable & Green Landscape	69
2.9	Maintenance & Management	69
2.10	Aesthetics	70
2.11	Landscape Development	70
SCHEDULE- 2	AGREEMENT	71-93
	Annex -1 Terms of Reference Reproduce Schedule-1 of RFP	94
	Annex-2 Cost of Services (Reproduce as per Form-2 of Appendix-II)	95
	Annex-3 Payment Schedule	96
	Annex- 4 Bank Guarantee for Performance Security	100
	Annex- 5 Integrity Pact	102
APPENDICES		111
APPENDIX-I	Form-1 Letter of Proposal	111
	Form-2 Statement of Legal Capacity	115
	Form-3 Power Of Attorney	116
	<u>Form-4</u> Drawings Depicting Project Concept	118
APPENDIX-II	<u>Form-1</u> Financial Proposal- Covering Letter	119
	<u>Form-2</u> Financial Proposal - Price Proposal for Design Consultancy	120

PREAMBLE

- Delhi Development Authority (DDA) has played a pivotal role in the development of the city of Delhi, for meeting its mission, it is proud to support and facilitate the active, healthy lifestyles of its residents and visitors through a wide variety of quality outdoor and indoor spaces.
- The Authority is desirous of development of:
The Delhi CycleWalk – Master Plan Concept & The Delhi CycleWalk – Phase I which is imagined as a **long dedicated corridor** for pedestrians and cyclists. This corridor would loop around the city of Delhi like a ring and connect with metro stations, bus stands, high density residential areas, business districts, industrial districts, recreational districts and educational districts. The loop also shall connect the Master Plan Greens of Delhi and make Delhi a “**city of connected forests and lakes**”. The objective is to take a few million car rides out of the Delhi roads and allow people to walk and cycle safely and joyfully. Cycle/walk to work, Cycle/walk to study, Cycle/walk to shop, Cycle/walk to stay fit and therefore, **THE DELHI CYCLEWALK**.

“**The Delhi Cyclewalk- Master Plan Concept**”. This alignment would loop around the city of Delhi &

“**The Delhi Cyclewalk – Phase I**” will comprise of the on-grade tracks and elevated tracks. The following are the Delhi CycleWalk - Phase I alignments:

Leg A- Route:

- Sangam Vihar, Tughlakabad Recreational Area, Container Depot Tughlakabad, Govindpuri Tughlakabad Extension, Jahanpanah City Forest, Pushp Vihar, Sheikh Sarai, Metro Colony, Press Enclave, Saket District Centre, Saket Court and Malviya Nagar Metro Station.

Leg B-Route:

- Malviya Nagar Metro Station, Sanjay Van, JNU, Vasant Kunj.

Leg C- Route:

- Jahanpanah City Forest, Chirag Delhi, Soami Nagar, Masterplan Green Siri Fort, Asiad Village Complex.
- Chirag Delhi to Masjid Moth, Greater Kailash 2, Greater Kailash1, Nehru Place, Isckon Temple, Kailash Hills, Sant Nagar & Chirag Delhi to Siri Fort.

DEFINITIONS

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

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

DISCLAIMER

1. Though adequate care has been taken in preparation of this Request for Proposal (RFP) document, bidders submitting the proposals in response should satisfy themselves that the information provided in this document is complete in all respects.
2. The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. Delhi Development Authority (DDA), does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
6. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.
8. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
9. The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the authority or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the applicant and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.
10. Neither DDA nor its employees will have any liability to any prospective Consulting Company/ Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this document, any matter deemed to form part of this document, the award of the assignment, information or any other information supplied by or on behalf of DDA or its employees, to any consultant or otherwise arising in any way from the selection process for the assignment.
11. DDA reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the proposal.
12. DDA reserves the right, without any obligation or liability, to accept or reject any or all the bids at any stage of the process, to cancel or modify the process or change/ modify/ amend any or all provisions of this document, at any time, without assigning any reason whatsoever, without any compensation to bidders on this account.

TENDER/ RFP INVITATION
DELHI DEVELOPMENT AUTHORITY

RFP No.01/UP&DUHF/DDA/2019-2020

Date:

The bids for the appointment of Consultant are invited from Architects/ Architectural Firms empanelled with Housing and Urban Project Wing, Delhi Development Authority under the category of project cost Rs.300 crores and above for **Providing consultancy for :**

“The Delhi CycleWalk - Master Plan Concept”
&
“The Delhi CycleWalk – Phase-I”.

Leg A- Route:

- Sangam Vihar, Tughlakabad Recreational Area, Container Depot Tughlakabad, Govindpuri Tughlakabad Extension, Jahanpanah City Forest, Pushp Vihar, Sheikh Sarai, Metro Colony, Press Enclave, Saket District Centre, Saket Court and Malviya Nagar Metro Station.

Leg B-Route:

- Malviya Nagar Metro Station, Sanjay Van, JNU, Vasant Kunj.

Leg C- Route:

- Jahanpanah City Forest, Chirag Delhi, Soami Nagar, Masterplan Green Siri Fort, Asiad Village Complex.
- Masjid Moth, Greater Kailash 2, Greater Kailash1, Chitranjan Park, Kailash Colony, Sant Nagar.

Time of Completion of Work –**SIX (06) MONTHS + Execution time (54 months or completion of project)**

The RFP document is available at DDA’s website www.dda.org.in

Schedule of bid process:

S. No.	Information	Dates/Details
1.	Release/circulation of RFP document	D: 29.01.2020
2.	Last date of submission of written queries for clarifications	D+5 (5 days) , 03.02.2020
3.	Date of Pre-Bid meeting	D+8 (3 days) , 06.02.2020
4.	Release of response to clarifications	D+12 (4 days), 10.02.2020

5.	Proposal Due Date or PDD	D+19(7days), 17.02.2020
6.	Opening of Technical Proposal	D+ 21 (2 days) ,19.02.2020
7.	Presentation by consultants	D+23 (2 days), 21.02.2020 To be informed separately
8.	Opening of Financial Bid	D+27(4 day) ,25.02.2020
10.	Contact for queries	Email: duhf.conservation.np@gmail.com
11.	Addressee and address at which proposal in response to RFP notice is to be submitted	Chief Architect 8th floor, Vikas Minar, IP estate New Delhi-110002 Phone no.01123379031 Website: www.dda.org.in e-mail: chiefarchitect@dda.org.in

Any change in Date & time will be informed through website and email.

EMD is Rs. 11 Lakh Only.

For any clarification may contact: O/o SA UP& DUHF Tele. 011-23379563 Please visit DDA's website at www.dda.org.in .

1. INTRODUCTION

1.1 Project Background

The Delhi Development Authority (D.D.A.) (“The **Authority**”) is engaged in the development of Delhi and as a part of its endeavor, the Authority has decided to undertake development of “The Delhi CycleWalk Phase-I”.

DDA intends to engage a Consultant for

Providing consultancy for

**“The Delhi CycleWalk Master Plan – Concept”
&**

“The Delhi CycleWalk – Phase-I”.

1.1.1 : Leg A- Route:

- Sangam Vihar, Tughlakabad Recreational Area, Container Depot Tughlakabad, Govindpuri Tughlakabad Extension, Jahanpanah City Forest, Pushp Vihar, Sheikh Sarai, Metro Colony, Press Enclave, Saket District Centre, Saket Court and Malviya Nagar Metro Station.

Leg B-Route:

- Malviya Nagar Metro Station, Qila Rai Pithora/Lado Sarai, Sanjay Van, JNU, Vasant Kunj.

Leg C-Route:

- Jahanpanah City Forest, Chirag Delhi, Soami Nagar, Masterplan Green Siri Fort, Asiad Village Complex.
- Chirag Delhi to Masjid Moth, Greater Kailash 2, Greater Kailash1, Nehru Place, Isckon Temple, Kailash Hills, Sant Nagar & Chirag Delhi to Siri Fort.

1.1.2 The **Delhi CycleWalk – Master Plan Concept** for the city of Delhi & **The Delhi CycleWalk – Phase I**, Route alignments are to be built to a high standard, high quality, well-surfaced, wide paths, well drained, set within a green and beautiful environment and should include Cycle tracks and Pedestrian walkways.

There should be deliberate integration and strategic approach for merging well designed green infrastructure with the existing roads, multimodal transit areas, metro stations, bus stands, metro stations residential areas etc. They should also intend to have a passive and active recreational function and create a more pleasant cycling and walking environment.

The proposal for **The Delhi CycleWalk – Phase I**, should be of universally accessible design, also have an operative and maintenance model that supports the appropriate level of remuneration, recreational activities in the park and protect the ecological integrity of the site and surrounding areas.

The Consultant shall prepare an integrated detailed design proposal for the Master Plan of the Delhi CycleWalk – Phase I for awarding and execution of the Project.

The proposal shall include Architectural features, Landscape development, Traffic analysis, Structural Services, MEP services, Support Services, and Execution, Maintenance and Management strategy in accordance with the Terms of Reference (TOR) specified at Schedule-1 (the ‘**TOR**’)

- 1.1.3 **If** found technically feasible and financially viable, the Project may be awarded to a private entity (the “**Consultant**”) selected through a closed competitive bidding process from the Empaneled Architecture Consultants of Housing and Urban Project Wing, Delhi Development Authority. The Project would be implemented in accordance with the terms and conditions stated in the contract agreement to be entered into between the Authority and the Consultant (the “**Contract Agreement**”).
- 1.1.4 In pursuance of the above, the Authority has decided to carry out the process for selection of an Architect/ Architectural Firm from the Empaneled Architecture Consultants of Housing and Urban Project Wing, Delhi Development Authority. The consultant shall prepare the development plan and execution strategy in accordance with the Terms of Reference (TOR) specified at Schedule-1 (the ‘**TOR**’).

1.2 Request for Proposal

The Authority invites proposals for selection of a Consultant from Architects/ Architectural Firms empaneled with Housing and Urban Project Wing, Delhi Development Authority under the category of project cost Rs.300 crores and above in conformity with the TOR (collectively the “**Consultancy**”).

The consultant shall provide The Delhi CycleWalk Master Plan – Concept, for the city of Delhi and descriptive evaluation of the project site and its feasibility and should list all the tasks necessary to complete the master planning of the site, assemble and analyze data regarding all of the existing conditions (topography, geology, soils, hydrology), ecological integrity, historic, cultural, or environmental resources along the route of Delhi CycleWalk – Phase I , its changing demographics (open spaces, circulation and integration with surrounding areas).The data to be utilized to develop the proposal , detailed designs, policies, actions and an implementation plan with construction documents, details and construction administration phase.

The consultant shall prepare The Delhi CycleWalk Master Plan – Concept and the Comprehensive Development Plan and detail design proposal for Execution/Construction of the Delhi CycleWalk - Phase I ‘The Project.’ The Comprehensive Development shall include:

Carrying out of

- Site Surveys, Feasibility Studies, Geo technical Surveys of key locations, topographical maps based on satellite imagery, traffic study and analysis, soil analysis etc.
- All necessary approvals from DUAC / UTTIPEC/Screening Committee of DDA/ Delhi Metro Rail Corporation / Forest Department / NMA or any other statutory body with reference to the elevated as well as on grade CycleWalk - Phase I.
- Track which are part of elevated track & passing through cross roads to be approved by UTTIPEC/ Screening Committee of DDA/ /Land owning agencies, Forest Department and other Statutory Bodies.
- The Consultant alone shall have the overall responsibility to complete the entire project after taking all the required approvals & permissions from all the Authorities concerned. DDA shall not at all be responsible for delay, withholding or refusal to grant approval(s) and/or sanction(s) and/or permission(s) by any of the Authorities on any ground, whatsoever.

Concept Design proposals for **The Delhi CycleWalk Master Plan – Concept & Delhi CycleWalk -Phase I** including site planning, alignment of Cycle and pedestrian tracks detailed designing of key areas, architecture and landscape structures and features, activity areas etc. and layouts, defining and designing of project facilities with an operative, maintenance and management model that supports and protects the ecological integrity in conformity with the TOR (collectively the “**Consultancy**”).

Detail Design proposal incorporating the modifications and suggestions made by the Authority/ any statutory bodies. Structure design/ and MEP design for good for construction, detailed BOQ, Statutory approvals of all drawings for entire project.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Project site, sending written queries to the Authority, and attending a Pre-Bid meeting on the date and time specified in Clause 1.9 Schedule of Selection of the Proposal. It shall always be deemed that all the Applicants have done proper due-diligence and have made themselves aware of all sorts of contingencies & factors which can affect the proper execution of the work. No loss of profits, damages, extra fee shall be paid nor be payable to the Consultant on any such ground.

1.4 RFP (Request for Proposal) Document

RFP document can be downloaded from the website www.dda.org.in free of cost. Or from the office of Chief Architect, 8th floor Vikas Minar, IP Estate, New Delhi- 110002.

Website: www.dda.org.in,

e-mail: chiefarchitect@dda.org.in, duhf.conservaion.np@gmail.com

- 1.4.1 The Earnest money amounting to Rs. 11,00,000 (Eleven Lakhs) shall be deposited through RTGS/NEFT in to the account of **Sr. AO/CAU/SZ having account No. 16651110000012 with HDFC Bank, G – 8, Hauz Khas, New Delhi - 110016 (IFSC Code :- HDFC0001665).**

The hard copy of unique transaction reference number (UTR) against RTGS/NEFT against EMD shall be placed in single sealed envelope super scripted as “Earnest Money Deposit” that is envelope “A”. The Executive Engineer concerned will get proof of EMD verified from CAU/SZ based on the UTR number against each RTGS/NEFT payment before opening of technical bid i.e. envelope “B”.

Note 1. “The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different tenders, the entire tender submitted by him/her will be rejected and he/she will be debarred from further tendering in DDA in future.”

Note 2. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

1.5 Bid Submission:

The bid shall be submitted in three envelopes.

Envelope “A” containing copy of the unique transaction reference of RTGS/NEFT against EMD Rs. 11 Lakhs (Superscripted as Envelope “A”)

Envelope “B” containing documents related to Technical Bid in the specified format as per RFP (Superscripted as Envelope “B”).

Envelope “C” containing Financial Bid (Superscripted as Envelope “C”).

These three envelopes should be placed in a single envelope superscripted with name of the Project and should be submitted to tender opening authority in the office of Chief Architect, 8th floor Vikas Minar, IP Estate, New Delhi- 110002. New Delhi up to 3.00 PM on the **17.02.2020**.

1.6 Validity of the Proposal

The Proposal shall be valid for a period of **90 days** from the Proposal Due Date (the “PDD”).

1.7 Brief description of the Selection Process

The Envelop ‘A’ containing UTR of EMD shall be opened on the date of opening in the office of Chief Architect, 8th floor Vikas Minar, IP Estate, New Delhi - 110002 and the same will be verified from concerned Senior AO/CAU/SZ. It is upon verification of the EMD that the technical bid will be opened of only those consultants who have submitted the requisite amount of EMD.

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1 wherein the consultants shall make presentations. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2 In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.8 Schedule of Selection of the Proposal

The Authority would endeavour to adhere to the following schedule:

	EVENT	DATE	TIME	VENUE
1.	Release/circulation of RFP document	D: 29.01.2020	6 pm	
2.	Last date of submission of written queries for clarifications	D+5 (5 days) , 03.02.2020	3pm	
3.	Date of Pre-Bid meeting	D+8 (3 days) , 06.02.2020	3 pm	Office of Senior Architect Urban Parks & DUHF, DDA
4.	Release of response to clarifications	D+12 (4 days), 10.02.2020		
5.	Proposal Due Date or PDD	D+19(7days), 17.02.2020	1 pm	Office of Chief Architect 8 th floor, Vikas Minar, IP Estate, New Delhi-110002
6.	Opening of Technical Proposal	D+ 21 (2 days), 19.02.2020		
7.	Presentation by consultants	D+23 (2 days), 21.02.2020 To be informed separately		

8.	Opening of Financial Bid	D+27(4 day) ,25.02.2020	3pm	Office of Chief Architect
9.	Letter of Award	To be informed		
10.	Signing of Agreement	Within 15 days of award of LOA		
11.	Validity of Bids	90 days of Proposal Due Date		

1.9 Pre-bid Meeting

Pre-Bid Meeting of the Applicants shall be convened at the office of the Chief Architect, 8th floor Vikas Minar, IP Estate, New Delhi – 110002 on 06.02.2020 at 3 pm. A maximum of Two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of DDA. DDA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

1.10 Communications:

1.10.1 All communications including the submission of proposal should be addressed to the office of:

Chief Architect,

8th floor, Vikas Minar, IP Estate,

New Delhi-110002

Phone no.01123379031

e-mail: chiefarchitect@dda.org.in & duhf.conservation.np@gmail.com

1.10.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. 01/UP&DUHF/DDA/2019-2020

Envelope “A” UTR of EMD

Envelope “B” TECHNICAL BID

Envelope “C” FINANCIAL BID

2. INSTRUCTIONS TO APPLICANTS

A General

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in the Schedule-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2
- 2.1.4 The offers should be made strictly as per the formats enclosed.
- 2.1.5 The intending consultants shall bear all the costs associated with the preparation and submission of its proposal and DDA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.1.6 The intending consultants are expected to examine and satisfy themselves of all instructions, forms, terms and conditions and technical specifications in the bidding documents before submission of bid. No claim shall be entertained subsequently on account of inaccurate or incomplete information on account of inaccurate or incomplete information.
- 2.1.7 Bids with insufficient information and which do not strictly comply with the stipulations given above, are liable for rejection.
- 2.1.8 At any time, prior to the deadline for submission of proposals, DDA may modify the document/ issue addenda. These addenda shall be posted at the website of DDA and shall be treated as a part of the documents.
- 2.1.9 DDA may, at its discretion, extend the deadline for the submission of proposals.
- 2.1.10 DDA may, at its discretion, abandon the process of the selection associated with this document anytime.
- 2.1.11 The Consultant shall prepare the proposal and execute the work on the basis of and taking into consideration all the applicable laws, bye-laws, norms, rules, regulations, plans, latest standards, codes, specifications, guidelines etc. issued by all the authorities including DDA & UTTIPEC and for the purpose shall take all types of permissions

required from various authorities.

- 2.1.12 All the observations and changes suggested by all the concerned departments and authorities will be incorporated by the Consultant in the proposal and nothing extra shall be paid on this account. In case, the Consultant has to do any major change, DDA may in its sole discretion grant additional time required to do any such change or to incorporate any such suggestion. However, on this account no extra amount/fee shall be paid to the Consultant.
- 2.1.13 Consultant alone shall be responsible to do the stakeholder consultation with all the authorities & departments and shall deal with them on its own.
- 2.1.14 All and any type of permission(s) required to accomplish the project and/or to achieve any particular stage, shall be taken by the Consultant on its own from all the Authorities.
- 2.1.15 It is made clear that DDA also has various different departments and, if approval of different departments of the DDA is required, same shall also be taken by the Consultant on its own.
- 2.1.16 Consultant shall always ensure that no loss or damage is never to DDA. However, if any such situation arise, Consultant shall always ensure that, losses if any, are reduced to a minimum level and to immediately inform the D.D.A., if any such situation arises which can cause loss / damage to the D.D.A., any other person or to the Consultant. The principle of mitigation of losses shall always apply.

2.2 General Instructions to bidder

The Chief Architect on behalf of Delhi Development Authority invites proposals for selection of a Consultant from Architects/ Architectural Firms empanelled with Housing and Urban Project Wing, Delhi Development Authority under the category of project cost Rs.300 crores and above for the following work:

S. No.	Ref No.	Name of Work & Location	Time of completion	Last Date & time of submission of RFP	Time & date of Opening of Financial Bid
1	2	3	4	5	6
1		<p>Selection of consultant for “Providing consultancy for “The Delhi CycleWalk Master Plan Concept & The Delhi CycleWalk Phase I”</p> <p>Leg A- Route: Sangam Vihar, Tughlakabad Recreational Area, Container Depot Tughlakabad, Govindpuri Tughlakabad Extension, Jahanpanah City Forest, Pushp Vihar, Sheikh Sarai, Metro Colony, Press Enclave, Saket District Centre, Saket Court and Malviya Nagar Metro Station.</p> <p>Leg B-Route: Malviya Nagar Metro Station, Sanjay Van, JNU, Vasant Kunj .</p> <p>Leg C- Route: Jahanpanah City Forest, Chirag Delhi, Soami Nagar, Masterplan Green Siri Fort, Asiad Village Complex.</p> <p>Masjid Moth, Greater Kailash 2, Greater Kailash1, Chittranjan Park, Kailash Colony, Sant nagar ,</p>	<p>Time of Completion of Work –SIX (06) MONTHS + Execution time (54 months or completion of project)</p>	<p>(*D+ 18 Days) 1 pm: 17.02.2020</p>	<p>(D+27) 3 pm 25.02.2020</p>

- D is the starting Date

Note:

1. The tender document/ RFP consisting of eligibility criteria, scope of work, and other

details to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website www.dda.org.in free of cost.

2. Bids for the tender/RFP is invited only from consultants (category-above 300 crores) empaneled with Housing and Urban Projects Wing, Delhi Development Authority. The bid shall be submitted in sealed envelope to the office of Chief Architect, 8th floor Vikas Minar, IP Estate, New Delhi- 110002.

2.3 Conditions of Eligibility of Applicants

Architects/ Architectural Firms empaneled with Housing and Urban Project Wing, Delhi Development Authority under the category of project cost Rs.300 crores and above are only eligible to apply.

2.4 Number of Proposals

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

2.5 Cost of Proposal

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

2.6 Site visit and verification of information

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

2.7 Right to reject any or all Proposals

- 2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.7.2 The Authority reserves the right not to proceed with the Bidding process at any time, without notice or liability, and to reject any bid without assigning any reason.

2.8 Validity of Bids

The bids shall be valid for a period of 90 (Ninety) days from the date of opening of Financial Bid. The validity of bids may be extended by the mutual consent of the respective Bidders and the Authority.

B. Preparation and Submission of Proposal

2.9 Technical Proposal

2.9.1 The applicant shall submit the Bid in sealed envelope and mark the envelope as “RFP for **The Delhi CycleWalk - Master Plan Concept & The Delhi CycleWalk - Phase I**”.

2.9.2 Applicants shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”) and Form 1 to 4 of Appendix - I.

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

- a) The Bid Security is provided;
- b) All forms, i.e., Form 1 to 4 of Appendix – I, are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- d) The proposal is responsive in terms of Clause 2.14.2

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

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

2.10 Financial Proposal

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

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

- a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (including services of sub consultants), accommodation, air fare, printing of documents, Site Surveys, Feasibility Studies, Geo technical Surveys of key locations, topographical

maps based on satellite imagery, traffic study and analysis, soil analysis etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- b. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. The Rates quoted by the intending Consultants shall be inclusive of GST as applicable.

2.11 Submission of Proposal

- 2.11.1 The Technical and Financial Bid for the work shall remain open for acceptance for a period of 90 days from the Proposal Due Date. If any Consultant withdraws his offer before the said period or issue of acceptance whichever is earlier, or makes any modifications in the terms and conditions of the RFP/Proposal then the DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money/performance guarantee in full.
- 2.11.1 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.11.2 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.11.3 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.12 Bid Security/EMD

- 2.12.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority under the following conditions:
 - (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.15
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.18 and 2.19 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.22.
- (g) If Applicant violates any of the terms & conditions of the RFP & Agreement.

In addition to the above D.D.A. shall also be authorized to debar the Applicant from taking part in any future tender process and doing any work in D.D.A.

2.13 Performance Security:

- I. The Consultant shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the quoted amount in addition to other deposits mentioned elsewhere in the RFP for his proper performance of the contract agreement, and to cover any type of losses, damages etc. which may cause to the D.D.A. because of any act or omission, action or inaction of the Consultant, within 15 days of issue of Letter of Acceptance (LOA). This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled 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 Consultant to the DDA 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 Consultant and the Consultant shall forthwith on demand furnish additional security to the DDA to make good the deficit. The format of the performance guarantee is provided in Annexure 4, herein below.
- II. The Performance Guarantee shall always be interest free and shall be returned to the Consultant without any interest only after the satisfactory completion of the work. The Consultant alone be responsible to bear and pay all types of expenses to keep the said guarantee alive till the time same is released by the DDA.
- III. 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 DDA.

C. EVALUATION PROCESS

2.14 Evaluation Process

The Jury Panel nominated by the Authority will evaluate the technical proposal and finalize the selection of Consultants with the approval of the Authority.

2.14.1 The CMC shall open the Proposals on the Due Date, at the place specified in Clause 1.9 and in the presence of the Applicants who choose to attend. The Committee will open the tenders, the sequence of which shall be as follows:

- i. Bid Security/Earnest Money Deposit (EMD) (Envelope “A”)
- ii. Technical Bids (Envelope “B”)
- iii. Financial Bids (Envelope “C”)

2.14.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) It is received by the Proposal Due Date
- b) It is accompanied by the requisite amount of EMD.
- c) The Technical Proposal is received in the form specified at Appendix-I;
- d) It is signed, sealed, bound together in hard cover and marked as stipulated in Clause 1.6;
- e) It is accompanied by the Power of Attorney Appendix- I Form 3
- f) It contains all the information (complete in all respects) as requested in the RFP;
- g) It does not contain any condition or qualification; and

2.14.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.14.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.7 and the criteria set out in Section 3 of this RFP.

2.14.5 First, the envelope containing Earnest Money Deposit will be opened and if they have been submitted by the Applicants, then the envelope containing the Technical Bid would be opened. The Applicants shall be given notice as per clause 1.9 to make presentations to explain the ‘technical proposal’ in detail. After the Technical evaluation, the Authority shall prepare a list of pre-qualified and short-listed consultants. Before opening of financial proposals, the list of pre-qualified and short-listed applicants along with their technical Score will be read out. The opening of financial proposals shall be done in the presence of the respective Applicants who chose to be present. The Authority will not entertain any query or clarification from the Applicants who fail to qualify at any stage of Selection Process. The financial

evaluation and Final ranking of the Proposals shall be carried out in terms of Clause 3.3.

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

2.14.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

Note: The bidder should not have incurred any loss (profit after tax should be positive) in more than three years during available last three consecutive balance sheets duly certified and audited by the Chartered Accountant.

D. APPOINTMENT OF CONSULTANT

2.15 Indemnity

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

2.16 Award of Consultancy

After selection, a Letter of Acceptance (the “**LOA**”) shall be issued by the Authority to the Selected Applicant and the Selected Applicant shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof after depositing the Performance Security. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

2.17 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 days of the receipt of LOA failing which the offer shall stand withdrawn and performance guarantee shall stand forfeited. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. All the clauses

and terms & conditions of the RFP shall always be deemed to be an integral part of the Agreement and shall strictly be adhered to.

2.18 Commencement of Assignment

The Consultant shall commence the Services at the Project site within 10 (ten) days of the date of the Agreement unless he is directed otherwise by a notice in writing. If the Consultant fails to either sign the Agreement as specified in Clause 2.17 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations.

2.19 Undertakings of the Consultant

2.19.1 General Standard of Performance by the Consultant

The consultant shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

The Consultant shall act at all times so as to protect the interests of the DDA.

2.19.2 Records

The Consultant shall always keep with it one spare copy of all the documents, drawings, bills, vouchers etc. submitted by it with the D.D.A. and till the completion of three years from the date of satisfactory completion of the work or of the final payment, whichever is later, it shall keep with it the complete record of the work executed/performed by it. D.D.A. shall always be entitled to call for any such record or document relating to the work, RFP or Agreement, which is kept by or maintained by the Consultant.

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

2.19.3 Information

The Consultant shall furnish the DDA such information relating to the Services and the Project as the DDA may from time to time reasonably request.

2.19.4 Assignments / Sub-Contracting

The rights and liabilities of the consultants shall not be assigned or transferred by the consultants, without the consent in writing of the DDA to any other persons, firm or organization. The DDA may allow such assignment/sub-letting at its sole discretion. Such assignment/sub-letting shall not relieve consultants from any obligation, duty or responsibility under the contract. Any assignment as above without prior written

approval of the DDA shall be void. The DDA, may, however transfer its rights and obligations to any other person, firm or organization.

If it is found that the consultant has assigned particular work to some other consultant / sub-contractor, without approval and notice of the DDA, the DDA reserves a right to reject any such work carried out. Even if the DDA accepts any such work, DDA reserves right to not to pay the amount which can be contributed to the amount of work done.

In the event that any such independent consultant or sub-contractor is found by the DDA to be incompetent in discharging his assigned duties; the DDA may request the Consultant forthwith either to provide as a replacement, a consultant or subcontractor with qualifications and experience acceptable to the DDA or to resume the performance of the Services itself. The decision of the DDA in this regard shall be final and binding on the consultant.

2.20 Confidentiality

(a) Except with the prior written consent of the DDA, the Consultant and the Personnel shall not at any time communicate, in oral or in writing or by any means of communication, to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.

(b) The reports submitted by the consultants to the DDA, become property of the DDA and the DDA is free to use any/all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

The outcome of services rendered by the consultant and any consequent development/construction for the purpose for which his services are engaged under this contract shall be in the exclusive ownership of the DDA and at no point of time the consultant shall lay any claim/right over it nor shall put to use that knowledge for any future projects out of DDA.

2.21 Conflicts of interest

DDA requires that the Applicants/Consultants provides professional, objective, and impartial advice and at all times hold DDA's interest paramount in the consultancy services provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicants and/or the selected Applicants shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

2.22 Independent Consultant

Nothing contained herein shall be construed as establishing or creating between the DDA and the Consultant the relationship of master and servant or principal and agent. It being understood that the position of the Consultant is that of an independent Consultant working at its own risk & cost.

The consultant shall be vicariously liable for any loss /commission /omission /injury /damages that may be suffered by DDA and shall keep the DDA harmless from any tortuous liability.

2.23 Insurance

The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the DDA. The DDA undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.

2.24 Compensation of Delay

The time allowed for carrying out the work in different stages as specified in schedule Clause 11 Schedule of Payment of RFP shall be strictly observed by the consultants and time is essence of the contract. The work shall be performed by the Consultant diligently throughout the stipulated period of the contract shall be processed with all requisite due diligence.

The Consultant will be required to complete the entire job within stipulated indicative time & payment schedule. In case the Consultant fails to complete the work within the indicative time & payment schedule or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 0.5% of accepted fee per week of the total accepted fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant as per the decision of Engineer in Charge.

2.25 Time and Extension for Delay

The time allowed for execution of the Works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance. If the Consultant commits default in commencing the execution of the work, DDA shall without prejudice to any other right or remedy available in law, be at liberty to cancel the contract agreement and forfeit the Performance Security in full.

The *Consultant* shall submit a Program Chart (Time and Progress) for each mile stone and get it approved *from DDA*. 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 Consultant within the limitations of time imposed in the Contract documents.

- a) In case of non-submission of Program chart by the consultant, the Program Chart approved by the Engineer in Charge shall be deemed to be final.
- b) The approval by the Engineer in Charge of such Program Chart shall not relieve the Consultant of any of the obligations under the contract.
- c) The Consultant shall submit the Time and Progress Chart and Progress Report using the mutually agreed software or any other format decided by the Engineer in Charge for the work done during previous month to the Engineer in Charge on or before fifth day of each month. Failing which a recovery of Rs. 2000 per week or part basis in case of delay in submission of the monthly Progress Chart Report.

In case the work is hindered, by the Department/ any statutory body or for any reason/event for which Department/ any statutory body is responsible, the Engineer – in- Charge shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work, such extension of time or rescheduling of milestones shall be without prejudice to any other remedy of the parties in the Contract or in Law. The consultant shall be entitled to only extension of time and **no damages**. No extra payment shall be made to the consultant even for justified extension of time.

***NOTE:** Due to any reason the completion of the project is delayed by the main executing agency, no extra payment will be paid to the consultant on account of delay in completion of project.

2.26 Foreclosure of Contract due to Abandonment or Reduction in Scope of work

If at any time after acceptance of the tender, DDA decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, DDA shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

2.27 Resolution of Disputes

If any dispute arises between the Parties hereto whether during the subsistence/ execution of the work or after the completion thereof or at any time thereafter, in connection with the work executed/performed by the Consultant under this RFP, or regarding any question, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties shall be decided through the process of Arbitration of the sole Arbitrator to be appointed by the Vice-Chairman, D.D.A. The Arbitrator so appointed by the Vice-Chairman, D.D.A. shall be a technical person having the knowledge and experience of the trade, seat and place of the Arbitrator shall be Delhi/New Delhi and the Courts at Delhi shall alone have the exclusive jurisdiction .It is also a term of this contract that the arbitration clause can be invoked only within 120 days

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

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

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

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 The Authority would scrutinize all RFP's received up to the stipulated date and time for the receipts of RFP's and evaluate these on the basis of the eligibility criteria laid down in this document. Any bid received after the stipulated date and time will be rejected. Those parties which do not meet these criteria would be disqualified. Parties that meet the required criteria on the basis of documents submitted by them with the RFP would be shortlisted. The Authority reserves the right to independently verify the genuineness of the documents submitted by the parties. Copies of all documents submitted should be signed on all pages by the authorized signatory/signatories of the intending firm/joint venture/consortium. Unsigned documents will not be considered for evaluation. During verification if any submitted document is not found to be genuine or misleading in any way, the concerned party would be disqualified. The DDA reserves the right to restrict the list of shortlisted parties as deemed suitable by it and the right to decide on the short-listing criteria.

3.1.2 **Presentation:** The Evaluation of the Technical proposals will be made after the Presentations of the selected Applicants to the Jury Panel as formulated by the approval of the Competent Authority. The selected Applicants would be intimated and assigned a date and time for making a power point presentation before the Jury.

The Applicants shall make the presentation for 'Delhi CycleWalk Master Plan Concept' for the city of Delhi & 'The Delhi CycleWalk - Phase I, a city level Infrastructure Project and propose solutions for enhancing walkability and cycling in the route alignment as mentioned in the Schedule 1. at macro and micro level, such that people can walk/cycle between residential neighborhood, urban villages to work, places of education, district centres, courts, hospitals etc, and also integrate the existing transport and multimodal network. layout plans,3D sketches etc. along with the financial strategy, its operative and management model, tentative project costs involved etc. Parties making the presentation would need to submit soft copy and three colored hard copies of their power point presentations. For the technical proposal the Consultants must submit maximum Eight (8) numbers of A1 size sheets/panels in horizontal format explaining the approach and the design content. (3 sets of all Drawings). The Committee may also ask parties to provide clarifications on the documents submitted by them with the RFP.

3.1.3 Only those Applicants whose Technical Proposals with a minimum aggregate technical score (including presentation) of 70 % (seventy percent) of 80 marks (eighty) with a minimum of 50% in each sub category shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (T high).

3.1.4 The scoring criteria to be used for Technical evaluation will be as under:

No.	Description	Marks	Percentage	Remarks
1 (a)	Proposed work plan and methodology in response to the TOR	40	50%	50% of the maximum marks shall be awarded for the uniqueness of the proposed Delhi CycleWalk Master Plan Concept & Delhi CycleWalk Phase I.
(b)	Sub criteria			
	i)	8	10%	(i) Tentative Project cost;
	ii)	12	15%	(ii) Operation and Maintenance Model;
	iii)	8	10%	(iii) Phasing of the project and practicality of proposed time-lines;
	iv)	12	15%	iv) Self sustainability of the proposed plan; and adoption of green technology
	Total of 1 (b)	40		
	Total 1(a) + 1(b)	80		

3.1.5 Eligible Assignments

Architects/ Architectural Firms empaneled with Housing and Urban Project Wing, Delhi Development Authority under the category of project cost Rs.300 crores and above are eligible.

3.2 Short-listing of Applicants

Of the Applicants who have scored 56 marks (70 %) and above out of 80, shall be prequalified and short-listed for financial evaluation in the second stage.

3.3 Evaluation of Technical & Financial Bid

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause.
- 3.3.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

Under QCBS selection Under QCBS selection, the technical proposals will be allotted weightage of 80% (Eighty per cent) while the financial proposals will be allotted weightages of 20% (Twenty per cent) Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

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

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

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

The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

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

Where C = Evaluated Bid Price

C low = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

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

X= weightage for the Price as specified in the BDS

- 3.3.3 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.28, 2.32 and 2.31, as the case may be.
- 3.3.4 DDA reserves the right to modify the evaluation process / relax any criteria of eligibility for the selection of consultants laid down in the RFP document, if felt necessary, without assigning any reason, what so ever , and without any requirement of intimating the bidders of any such change.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**Corrupt Practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical

consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “**Fraudulent Practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**Coercive Practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**Undesirable Practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**Restrictive Practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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

DDA will declare a Bidder disqualified, either indefinitely or for a stated period of time, to be awarded a contract/ contracts, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

When the consultant has made himself liable under any of the case aforesaid, the Consultancy Monitoring Committee on behalf of DDA shall blacklist the consultant with the approval of competent authority.

5. PRE-BID MEETING

- 5.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. Only those Architects/ Architectural Firms who have dealt with Projects costing Rs. 300 Crores and above and empaneled with Housing and Urban Project Wing, Delhi Development Authority those Applicants, shall be allowed to participate in the Pre-Bid Meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

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

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

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

SCHEDULE-1

(See Clause 1.1.4)

**“Design Consultancy for
The Delhi CycleWalk – Master Plan Concept &
”The Delhi CycleWalk – Phase I”
New Delhi
Terms of Reference (TOR)**

For

Selection of Consultant from Empanelled Consultants/ Architects of Housing and Urban
Project Wing, Delhi Development Authority

**Providing Consultancy for
“The Delhi CycleWalk – Master Plan Concept”
&
“The Delhi CycleWalk – Phase I”**

Leg A- Route:

- Sangam Vihar, Tughlakabad Recreational Area, Container Depot Tughlakabad, Govindpuri Tughlakabad Extension, Jahanpanah City Forest, Pushp Vihar, Sheikh Sarai, Metro Colony, Press Enclave, Saket District Centre, Saket Court and Malviya Nagar Metro Station.

Leg B-Route:

- Malviya Nagar Metro Station, Sanjay Van, JNU, Vasant Kunj.

Leg C- Route:

- Jahanpanah City Forest, Chirag Delhi, Soami Nagar, Masterplan Green Siri Fort, Asiad Village Complex.
- Masjid Moth, Greater Kailash 2, Greater Kailash 1, Chittranjan Park, Kailash Colony, Sant Nagar.

TERMS OF REFERENCE (TOR)

1. VISION

DDA intends to develop the The Delhi CycleWalk – Master Plan Concept for the city of Delhi and The Delhi CycleWalk - Phase I. The vision is to make Delhi a city that is safe, convenient, comfortable and delightful for all to walk and cycle.

Delhi is already a heaven for walkers and cyclists and the city is rich in natural and architectural heritage. The Parks and Urban greens are interspersed with recreational activities, forests and lakes. This experience of Green Delhi will be further enhanced by including this Delhi CycleWalk in the infrastructure projects.

The Design Vision proposes a range of public realm along the entire corridor including fully segregated walking and cycling pathways, site furniture (e.g. benches, drinking fountains) and public washrooms, lighting, green infrastructure and extensive areas of native vegetation.

The Delhi CycleWalk - Master Plan and Delhi CycleWalk - Phase I Routes will become a choice for both commuters, health enthusiasts, tourists and recreational users alike to move around the above areas of the city, thus deliberately integrating of quieter, green, natural habitats with active travel routes that connect up key destinations within and across the city. It is this combination of attractive qualities and practical functionality that will make The Delhi CycleWalk - Phase I a success. The routes will bring benefits for people's health and well-being, enjoyment and exploration of the city and positive environmental outcomes.

Thus, achieving sustainable eco friendly, pocket friendly, health friendly, mobility means to commute for walk to work, to college, to hospital, to courts, to metro station, to shop to district centre, to socio-cultural and to recreational areas.

The emphasis should also be on multi modal connectivity, sustainable environmental solutions and application of Smart solution for infrastructure and services.

In this context DDA intends to appoint Consultant for
“The Delhi CycleWalk – Master Plan Concept” &
“The Delhi CycleWalk – Phase I”

2. GENERAL

The Delhi Development Authority is desirous of development of the Delhi CycleWalk-Master Plan Concept & Delhi CycleWalk – Phase I which will include cycle and pedestrian tracks so as to have a good infrastructure and a clear framework for walking, cycling and the use of Personal Mobility Devices (PMDs). This will enhance walkability and cycling in the city of Delhi at macro and micro level, such that people can walk to work/ places of education/district centre etc. These can serve first- and last-mile trips, reducing reliance on

short car journeys and promoting a healthier lifestyle. Therefore the key strategy should be to encourage more people to embrace active mobility (i.e. walking and cycling) as part of sustainable urban living. The approximate length of the Delhi CycleWalk Phase - I is approx. 36 Kilometer.

The Terms of Reference (the “**TOR**”) for this assignment are specified below.

1. The Authority seeks services from Architects/ Architectural Firms empanelled with Housing and Urban Project Wing, Delhi Development Authority under the category of project cost Rs.300 crores and above for providing Delhi Master Plan Concept and Detailed Design for Development of the Delhi CycleWalk - Phase I a dedicated pedestrian and cyclist corridor for the City of Delhi . It shall include in an integrated manner the Master Planning, Architectural Proposals, Landscape layout plans, Structural services, MEP Services, HVAC Services and any other support services both existing and proposed in respect to the Project.
2. The proposal shall integrate with existing public transport system, metro corridor and should be innovative in enhancing walkability and cycling within the city. The consultant shall be guided in its assignment by the Master Plan of Delhi 2021, other regulations, relevant rules, and provisions of law.
3. The consultant shall provide the proposal of the project site and its feasibility and should list all the tasks necessary to complete the master planning of the site, assemble and analyze data regarding all of the existing conditions (topography, geology, soils, hydrology), ecological integrity, historic, cultural, or environmental resources along the route of Delhi CycleWalk – Phase I , its changing demographics (open spaces, circulation and integration with surrounding areas).The data to be utilized to develop the proposal , detailed designs, policies, actions and an implementation plan with construction documents, details and construction administration phase.
4. The consultant will provide the Site Surveys, Feasibility Studies, Geo technical Surveys of key locations, topographical maps based on satellite imagery ,traffic study and analysis, soil analysis and ,
 - All necessary approvals from DUAC / UTTIPEC/ Screening Committee of DDA/ Delhi Metro Rail Corporation or any other statutory body with reference to the elevated as well as on grade CycleWalk -Phase I, Track which are part of elevated & passing through cross roads to be approved by UTTIPEC/ Screening Committee of DDA /Land owning agencies, Forest Department and other Statutory Bodies.
5. The **structural drawings** shall be got proof checked from any of Government agency i.e. IIT (Delhi, Mumbai, Kanpur, Roorkee, Kharagpur, Madras), CBRI (Roorkee) as approved by Engineer-in-Charge. The Charges for Proof checking of Structural Drawings, shall be borne by the DDA. The structural drawings shall be endorsed for construction from concerned SE(P), DDA. If any modification in design/ drawing is needed as per site conditions, the Consultant shall do/ redo the design without any extra cost. The decision

of the Engineer-in-charge in this regard shall be final and binding. No claim whatsoever will be entertained in this regard.

6. The consultant shall also participate in the Pre-bid meeting with the bidders of the Project and assist the Authority in clarifying the technical aspects from bid of documents.

3. OBJECTIVE

- 3.1 The objective of this consultancy is to develop the **Delhi CycleWalk Master Plan Concept** and **The Delhi CycleWalk - Phase I** so as to build a CycleWalk networks/ Route alignments of high standard, high quality, which will be well-surfaced, wide paths, well drained and will be set mostly within DDA green areas and will include Cycle tracks and Pedestrian walkways.

There should be deliberate integration and strategic approach for merging well designed green infrastructure with the existing roads, multimodal transit areas, metro stations, bus stands, metro stations residential areas etc. They should also intend to have a passive and active recreational function and create a more pleasant cycling and walking environment.

The proposal should be of universally accessible design, also have an operative and maintenance model that supports the appropriate level of remuneration, recreational activities in the park and protect the ecological integrity of the site and surrounding areas.

The 'green' design principles should be encouraged as appropriate to the site context and should merge with the surrounding environment.

The nature of construction should be by using nature enhancing materials, to showcase recycling methods. The activities and uses permitted in the parks to be as per the permissibility of Master Plan of Delhi 2021.

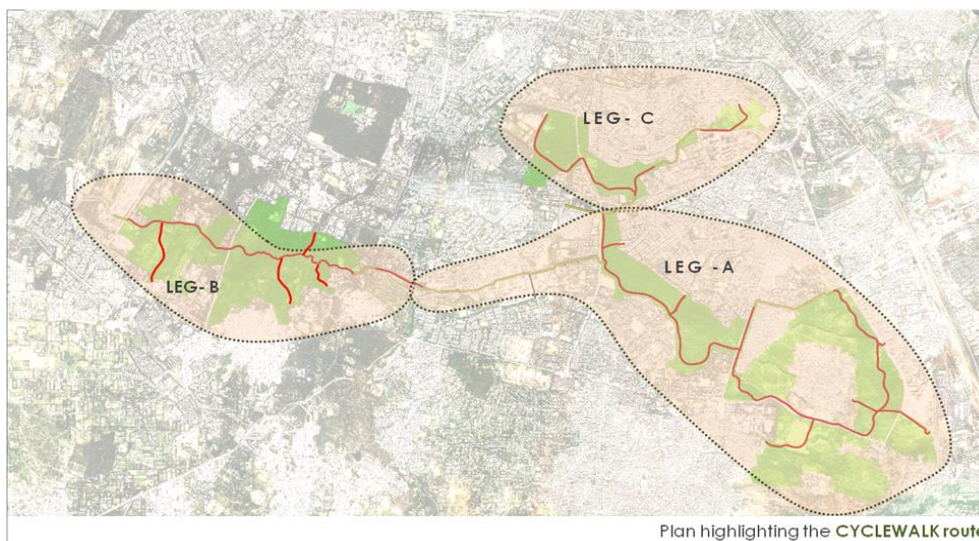
The development to be responsive to climatic and seasonal variations, deal with natural areas by creating nature reserves / nature trails, and apply water management strategies. To build energy-efficient systems and introduce innovative design elements.

To align DDA efforts, operations, and budget(s) to an overall vision through short- term and long-term priorities and action planning;

To assess operation and lifecycle costs of the park facilities and develop a management model with O&M with a 20-year horizon after the completion of the development works in the Park.

4. THE DELHI CYCLEWALK – PHASE I – Route Alignments

The following are the proposed conceptual alignments/ routes of The Delhi CycleWalk Phase –I which have been identified to be taken up in Phase I.



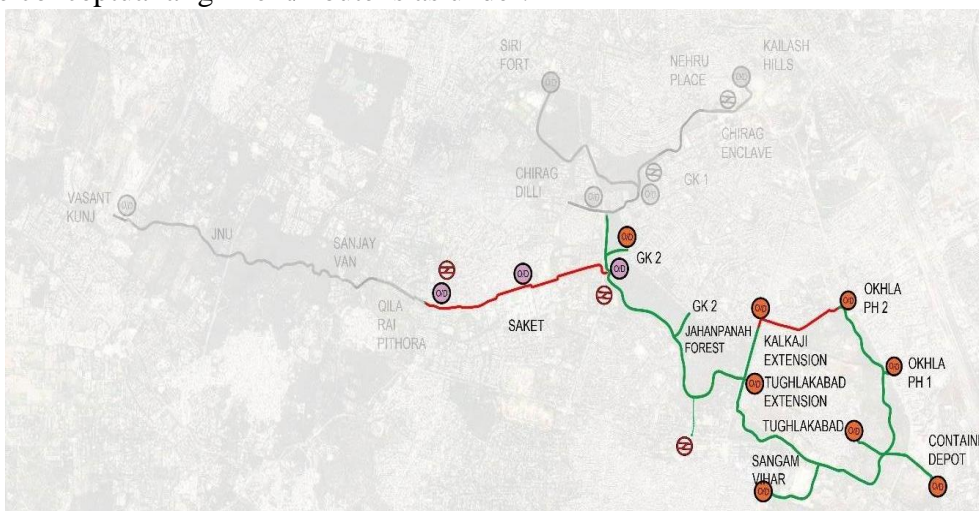
Plan highlighting the CYCLEWALK route

Total Track Length Of Phase-1	36 K.M.
Total Length of on grade CycleWalk track	29 Km approx.
Total Length of elevated CycleWalk track	7 Km approx.

- Leg A- Route:**

Sangam Vihar, Tughlakabad Recreational Area, Container Depot Tughlakabad, Govindpuri Tughlakabad Extension, Jahanpanah City Forest, Pushp Vihar, Sheikh Sarai, Metro Colony, Press Enclave, Saket District Centre, Saket Court and Malviya Nagar Metro Station.

The conceptual alignment/ route is as under:

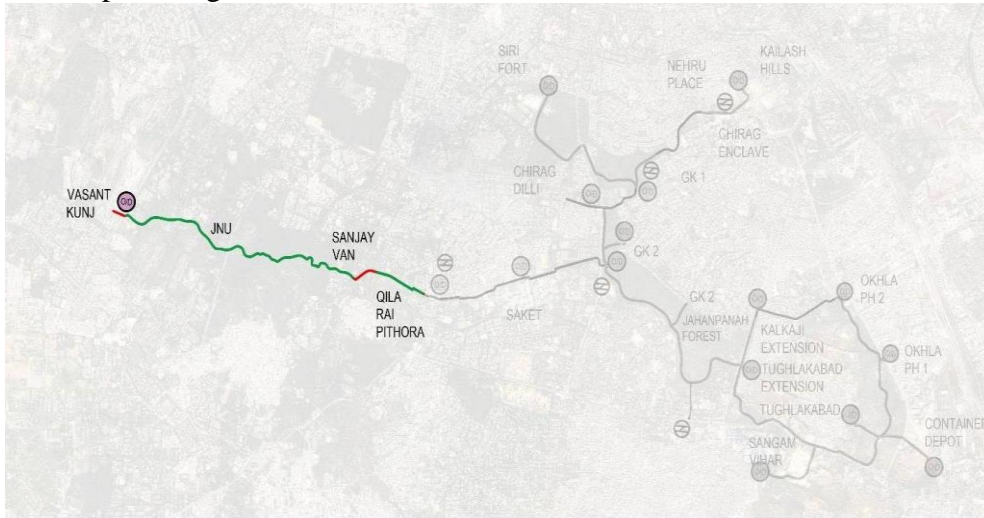


TOTAL LENGTH OF LEG A (Ongrade + Elevated + Feeder Track)	20.5 KM approx.
On grade CycleWalk Track	15.5 KM approx
Elevated CycleWalk Track	5.0 KM approx

Leg B-Route:

Malviya Nagar Metro Station, Sanjay Van, JNU, Vasant Kunj.

The conceptual alignment/ route is as under:

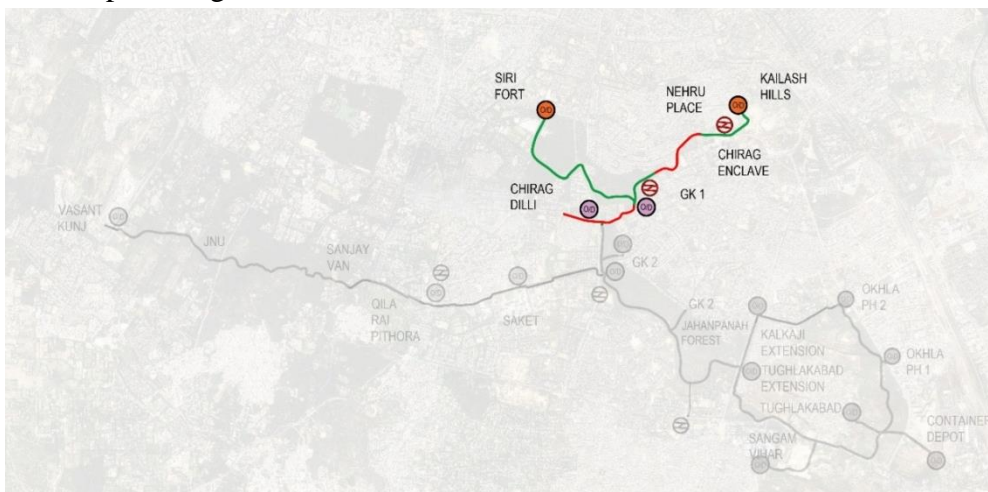


TOTAL LENGTH OF LEG B (Ongrade + Elevated + Feeder Track)	8.5 KM approx
On grade CycleWalk Track	8.0 KM approx
Elevated CycleWalk Track	0.5 KM approx

Leg C- Route:

Jahanpanah City Forest, Chirag Delhi, Soami Nagar, Masterplan Green Siri Fort, Asiad Village Complex. Masjid Moth, Greater Kailash 2, Greater Kailash1, Chittranjan Park, Kailash Colony, Sant Nagar.

The conceptual alignment/ route is as under



TOTAL LENGTH OF LEG C (Ongrade + Elevated + Feeder Track)	7.0 KM approx
On grade CycleWalk Track	5.5 KM approx
Elevated CycleWalk Track	1.5 KM approx

5. SCOPE OF SERVICES

The consultant would require to do the activities under the scope of work of consultant and shall broadly include but not limited to the following:

- a) The Consultant shall provide a conceptual **Delhi Cycle Walk - Master Plan Concept** for the city of Delhi and descriptive and comprehensive layout plan & evaluation of the project site of **Delhi CycleWalk - Phase I**, its feasibility and should list all the tasks necessary to complete the master planning of the site, assemble and analyze data regarding all of the existing conditions (topography, geology, soils, hydrology), ecological integrity, historic, cultural, or environmental resources along the route alignment of The Delhi CycleWalk – Phase I, its changing demographics (open spaces, circulation and integration with surrounding areas). The data to be utilized to develop the proposal, detailed designs, policies, actions and an implementation plan with construction documents, details and construction administration phase.
- b) Identify the exact route alignment and create a network plan based on the site surveys, traffic analysis, integration of multimodal network etc. and propose opportunities to improve access, by providing entrance and exit plazas, on grade and elevated CycleWalk tracks (if required), intermediate stations, public utilities, vertical cores, etc. thus developing greater connectivity with the neighborhoods, urban villages, institutions, district centres, city landmarks, courts, hospitals etc. Integrate the existing landscape development and infrastructure services and introduce planting design, landscape features, public art installations etc. Enrich the park aesthetics and experience, and also incorporate sustainable 'green' design principles.
- c) Prepare the master plan of Delhi as well as master Plan of Delhi Cycle Walk Phase I / layout plan (hard and soft landscape areas along with all amenities and activities) with detailed designs and shall provide services in respect of the following:
 - i. Site appraisal and suitability, Site planning, Landform and grading.
 - ii. Surface drainage design and water management, Irrigation design.
 - iii. Open space design - hard and soft areas, Planting design.
 - iv. Architectural/Landscape structures and features.
 - v. Garden Furniture location and design.
 - vi. Illumination design, Graphic design and signage
 - vii. Smart Solutions, Energy Saving solutions,
 - viii. Co-ordination of existing external services, Integration with existing landscape development and infrastructure.
- d) Develop an action and implementation plan with maintenance strategy (for 20years) in an integrated manner to make it socially, economically and ecologically self-sustainable. It shall cover the following :
 - i. Optimal utilization of FAR for the facilities
 - ii. Funding and revenue generation models- listing out all private and public remunerative activities (to be approved by the Authority)

- iii. Short term and long term priorities
 - iv. Cost Estimates for the project
 - v. Phasing of the development with time lines
 - vi. Operation and lifecycle costs of The Delhi CycleWalk – Phase I
 - vii. Facilities which may include cost estimates needed to support the proposed plan and the possible public and private funding sources and proposed alternative managerial and operational structure(s).
- e) The consultant will do traffic and parking studies on the proposed facilities to justify parking lot sizes, entrance and exit areas and traffic control plans related to entrance and exit roads and external connections and the provision of all facilities in The Delhi CycleWalk – Phase I.
 - f) The consultant will associate with the experts/ specialists for landscape development, structure, horticulture, sustainable energy consultants, efficient solutions including specialist services of hydro - geologist, ecologist, lighting designer, waste & water management, graphic designer or any other specialist consultant etc.
 - g) The Consultant shall make Presentations before various committees and advice on all matters relating to the development of The Delhi CycleWalk – Phase I. The suggestions / observations by the Authority shall be incorporated in the design before finalization of the drawings / documents. There can be some changes/modifications in the drawings before and during course of construction. No extra payments shall be made on accounts of such changes.
 - h) All specifications shall be prepared in consultation and approval of the Authority.
 - i) Preparation of bid documents, BOQ with details of measurements, to be submitted to the Authority along with the PERT/CPM charts for assessment of progress of work.
 - j) The scope of the Comprehensive Development Plan preparation includes close coordination with the project team of the Authority. Coordination may include, but not be limited to, participation in coordination meetings, developing conceptual Delhi CycleWalk - Phase I Plans . The consultant shall be responsible and supervise the construction and shall also monitor the progress of the work as executed by Consultant from time to time to ensure high standards of quality, specifications and timely completion of the project.
 - k) The Consultant will assist the Authority in making all engineering/ horticultural decisions required for the successful and timely implementation of the Project.
 - l) 1) The consultant will ensure adherence to all the applicable provisions of Master Plan, layout plan, zonal plans, rules, regulations, norms, laws, bye-laws, orders, guidelines, codes, standards, environment and other regulatory requirements & seek approval/ endorsement of proposals from all statutory Authorities, if required for the Project.
 - m) All and any type of permission(s) required to accomplish the project and/or to achieve any particular stage, shall be taken by the Consultant on its own from all the Authorities & departments.
 - n) In case of any bottleneck in execution of the project arising out of any reason whatsoever, the consultant will undertake such an activity so that the project does not get delayed or stuck up. It is, therefore, desirable that the consultant may thoroughly study the scope of work before participation. Even if the consultant conducts any work in relation to the project development which is not under the scope of work of the consultant, then also

- nothing extra shall be paid to the consultant.
- o) The consultant shall make provisions in the tender documents for Third party quality assurance.
 - p) Team leader and other key personnel's assisting team leader shall not be changed during the implementation of the project except with concurrence of the Authority. The decision of the Authority, however, shall be final in this regard.
 - q) Getting statutory approvals from all Local and Statutory Bodies and ensure compliance with latest codes standards and legislation as applicable and obtaining their approval before issuing the GFC drawings.
 - r) Deliverables: Design / drawings will be the property of DDA and consultant shall provide 5 (five) sets of certified copies of drawings and soft copies in autocad of all the drawings / documents at each stage and as demanded by DDA Project team. The drawings and documents shall be provided in both AutoCAD and PDF versions in pendrive for coordination.
 - s) It is clarified that the scope of the Consultant covers all the aspects required for completion of the project including landscaping, civil, electrical & mechanical works, services etc. as per the design intent and nothing extra shall be payable on any account.

6. CONSULTANT ROLE IN VARIOUS STAGES OF THE PROJECT

The consultant shall be responsible for complete and comprehensive site planning, landscape development, planting design, services (MEP, drainage, water management etc.) and detailing etc. and all the activities of the projects in consultation with the Authority. In nutshell, Consultant alone shall be fully responsible to ensure the proper, satisfactory and timely completion of the entire work.

The consultant would be required to perform and provide broadly the following activities at different stages of the project:

6.1 Detailed Project Report

The Consultant shall submit a Detailed Design and Detailed Project Report for Development of the Delhi Cyclewalk - Phase I, with respect to the route alignment, design elements and project facilities based on the feasibility studies, site surveys and the Master Plan of Delhi CycleWalk for the city of Delhi.

6.2 Detailed Design Comprehensive Proposal

An integrated Detailed Design Proposal including the Master Planning, Architectural Proposals, Landscape layout plan, Structural services, MEP Services, HVAC Services and any other support services both existing and proposed in respect to the Project.

6.3 Feasibility Study & Surveys :

The consultants shall carryout the Feasibility Studies based on Geo technical Surveys, providing topographical maps, conducting traffic study and analysis, soil analysis etc.

6.4 Design Development :

Based on the Feasibility Studies and the Surveys a Concept Design Proposal for the Delhi CycleWalk - Master Plan and Delhi CycleWalk - Phase I shall be presented to the Authority which shall include

- i. Conceptual Master Plan of the Delhi CycleWalk for the city of Delhi
- ii. Comprehensive Development Plan of The Delhi CycleWalk - Phase I which shall include the ongrade and elevated Cycle track with the required amenities.
- iii. Execution strategies,
- iv. Phasing,
- v. Operation, Maintenance Strategy and
- vi. Sustainable ecological and financial strategy.
- vii. Cost Analysis
- viii. Activities and remunerative components to make the Cycle and Pedestrian Route active and world class in order to support the Delhi City's cycling and pedestrian walkways over the next 20 years.

6.5 The Terms of Reference (the "TOR") for these assignments are specified below.

- i. The consultant shall be guided in its assignment by the Master Plan of Delhi 2021, other regulations, relevant rules, and provisions of law.
- ii. The consultant shall be responsible for preparing the technical and system related schedules of the "Agreement" and for bringing out any special feature or requirement of the project referred to in the Contract Agreement or the MPD2021, as the case may be. The details and particulars to be specified in the Schedules shall be duly addressed and incorporated therein.

6.6 Objectives

The objectives of the project are:

The objective of this consultancy is to develop a concept for city level for Delhi Cycle Walk Master Plan Concept. and Comprehensive detail design for The Delhi CycleWalk - Phase I of world class standards with an original and ingenious approach, which shall include the following:

- 6.6.1 To formulate Comprehensive Development Strategy based on the need and demand of public identified for The Delhi CycleWalk - Phase I Routes. These are to be built to a high standard, high quality, well-surfaced, wide paths, well drained, set within a green and landscaped/natural environment and should include cycle path and separate pedestrian walkway.

- 6.6.2 There should be deliberate integration and strategic approach for merging well designed green infrastructure with the existing roads network, that connect city destinations and will allow The Delhi CycleWalk - Phase I to thrive.
- 6.6.3 In addition to serving as home-workplace routes or multimodal transit to workplace routes. The popularity and use of urban spaces, development of green infrastructure will lead to better use and appreciation for green space and habitat within the city.
- 6.6.4 There should be consistency of design elements, color, texture and surfaces which will help provide visual continuity and calm traffic, even at crossings.
- 6.6.5 The design and connectivity with the future City level Delhi CycleWalk linkages, are also to be considered.
- 6.6.6 A consistent and pleasant design would encourage active mobility as a popular commuting means, as well as an attractive recreational option.
- 6.6.7 Identify the best alignment and conceptualize the overall development which should act as a catalyst for the Pedestrians and Cycle users. The overall development to evolve into a comprehensive network of The Delhi CycleWalk Phase-I that would create a well-connected, walk able development within the area, and enhance connectivity.
- 6.6.8 The proposal should aim towards creating quality green infrastructure trees, planting areas displaying native and indigenous plant species. The use of art, sculpture water features using 'green' design principles be encouraged as appropriate to the site context and should merge with the surrounding environment.
- 6.6.9 Nature enhancing materials, to showcase recycling methods. The activities and uses permitted in the Master Plan of Delhi 2021.
- 6.6.10 To conserve and preserve open spaces, restore natural areas .Water management strategies. The development to be responsive to climatic and seasonal variations. To build energy-efficient systems and introduce innovative design element.
- 6.6.11 To align DDA efforts, operations, and budget(s) to an overall vision through short-term and long-term priorities and action planning.
- 6.6.12 Developing a self-sustaining financial strategy for the Park .It may comprise of remunerative component or catalyst development to fetch revenues;
- 6.6.13 To assess operation and lifecycle costs of the facilities and develop a management model with O&M with a 20 year horizon after the completion of the development works in the Park.

6.7 Brief Scope of Work:

- 6.7.1 To delineate the final route with respect to influence area and to identify the parcels / Project Area.
- 6.7.2 To conduct a detailed study and analysis of the identified area (existing land-uses, amenities, infrastructure, transportation, green areas etc.), to understand potential strengths, weakness, opportunities and threats.
- 6.7.3 To define a vision that not only ensures overcoming of these deficiencies but also achieves the larger aspirations of the area and its stakeholders.
- 6.7.4 To identify the premises / route alignments so as to achieve the defined vision and provide comprehensive & integrated network of Delhi CycleWalk - Phase I.
- 6.7.5 To develop a street network plan indicating hierarchy and character (especially focussing on alternate routes for through movement of pedestrians and non-motorised transport).
- 6.7.6 To develop a landscape and open space structure indicating the type and distribution of open spaces.
- 6.7.7 To provide Safe Green Last mile Connect for residential areas with Green areas, metro stations and bus stands.
- 6.7.8 To ensure convenience of access to the Delhi CycleWalk Phase- I, by identifying the entrance and exit points, intermediate areas and vertical cores wherever necessary.
- 6.7.9 To develop on grade / elevated tracks wherever required. To develop safe and feasible crossovers on roads. To analyze parking demand and supply gap at study area level around each route.
- 6.7.10 A specific area shall be earmarked and planned in detail with 3D Physical Model to appropriate scale and 3D digital walkway.
- 6.7.11 To conduct Traffic due diligence & Mitigation Strategies including strategies for street network improvement through assessment of existing capacity and augmentation of network as required through new linkages, alternate routes, short trips, junction designs etc. for all modes with priority for intermediate public transport, pedestrians, cyclists / NMT etc.
- 6.7.12 To integrate a strategy for Public transport, Pedestrian and Cycle access. To determine the optimum mix of uses to mitigate negative impact on surrounding land uses and transport networks

- 6.7.13 To develop a Parking Strategy as a Demand Management Tool.
- 6.7.14 Connectivity proposals related to traffic and transportation needs to be prepared as per the latest Guidelines of UTTIPEC.
- 6.7.15 To study the technical, financial and economic viability of the proposed development and to identify suitable funding mechanisms.
- 6.7.16 To develop a phasing plan to ensure use and financial viability of the proposal.
- 6.7.17 The consultant shall propose implementing strategy with or without any financial burden on DDA by considering development of land which could be leased to private sector for the activities
- 6.7.18 Consultant to discuss the proposal with welfare associations/trader associations/ stakeholders wherever required. and all stake holders at conceptual design stage of the project wherever required .
- 6.7.19 For Sustainable and Inclusive development, a preliminary Social Impact study and Environment impact study to be conducted as per the standard guidelines. Consultant to carry out surveys of topographical features i.e. existing flora and fauna including microclimate, soil conditions & physical features existing on site, with other site details.
- 6.7.20 Collect data on existing level and extent of existing services such as water supply, sanitation, electricity supply, sewerage treatment plants, fire-fighting system, parking requirement and any other data felt necessary along with information & technology (ICT) infrastructure and accordingly integrate the proposal by providing on grade and elevated CycleWalk tracks.
- 6.7.21 The consultant shall, provide the survey data done by their office and shall verify, supplement and analyze, as necessary, during the course of consultancy. The base map of Project Areas. Geo Technical Surveys, Maps showing details of existing facilities and peripheral services etc. for the Project Areas.
- The Consultant to follow MPD-2021, UBBL-2016 and other mandatory norms/ parameters. Necessary approval from all statutory local bodies like DDA, DUAC, CFO, AAI, EIA, ASI, Forest Department, UTTIPEC, Screening Committee of DDA, DMRC or any other etc. to be taken by the consultant as required. Track which are part of elevated track & passing through cross roads to be approved by UTTIPEC/ Screening Committee of DDA/ Land owning agencies, Forest Department and other Statutory Bodies.
- 6.7.22 The Consultant shall prepare detailed working drawing based on the approval of statutory bodies and prepare detail cost estimate.

- 6.7.23 The consultant shall prepare services drawings like structural, landscaping, HVAC, MEP, etc. which is required for proper execution of projects as approved by DDA and statutory bodies.
- 6.7.24 The Consultant shall prepare tender documents required for engaging the contractor for execution of the project.
- 6.7.25 To visit and supervise a site on regular intervals to ensure that the implementation of the project is as per the drawing issued to the contractor by the consultant.
- 6.7.26 To recommend revision of Development Control norms, land use/ built use mix, if necessary to enable realisation of the proposal within the framework of Master plan for Delhi-2021.
- 6.7.27 Scheme to be compatible for the physically challenged and conform to the Bye- Laws and notifications issued by the MoUHA regarding the barrier free environment.

6.8 Deliverables

- 6.8.1 Stage 1: i) Concept Stage for Delhi CycleWalk - Master Plan Concept,
ii) Concept Master Plan of Delhi CycleWalk - Phase I &
iii) GFC drawings for Delhi CycleWalk – Phase - I - Leg A
ongrade portion.**

The consultant will be providing.

- i. **Delhi CycleWalk - Master Plan Concept** encircling the city of Delhi. Identifying the influence areas and proposing the on grade and elevated, Cycle Tracks and Pedestrian Routes well integrated with the existing residential neighborhood, urban villages, places of education, district centres, courts, hospitals etc, existing transport, multimodal network and multimodal infrastructure.
- ii. **Concept Master Plan of Delhi Cycle Walk - Phase I**
The consultant for The Delhi CycleWalk – Phase I shall be responsible for complete and comprehensive site planning, architectural features, landscape development, structural design, MEP services, sustainable design, drainage, water management etc., in conformity with existing infrastructure services, all statutory approvals and all the activities of the projects in consultation with the Authority and shall address.
 - a. Study area and Influence area delineation
 - b. Project understanding and objectives
 - c. Detailed approach and methodology
 - d. Identification of key issues
 - e. Assessments of identifications of user group.

- f. Land suitability analysis of the site
- g. Surveys and Feasibility Studies which will include, Geo technical Surveys, Topographical maps, Traffic study and analysis, soil analysis etc.
- h. Feasibility and requirement of elevated cycle tracks on grade crossovers, under bridges, bio-ducts, elevated bridges for crossing traffic junctions etc. where required.
- i. Feasibility of elevated, and on grade Cycle Tracks and Pedestrian Routes.
- j. Provision of high quality bicycle infrastructure
- k. Sufficient cycle parking, car parking and multimodal transit area
- l. Service for repair and Break down areas.
- m. Feasibility for other public facilities
- n. Urban Design solutions to reduce the hazards created when cars, bikes, mass transit, cycles and pedestrians mix.
- o. Sustainable green design solutions.
- p. Time frame and task allocation
- q. Key personnel and supporting staff along with deployment schedule
- r. SWOT Analysis based on preliminary assessment of the site
- s. Secondary data details
- t. Primary Survey schedule and Total Station Survey.
- u. To provide detail feasibility report of the project that includes Technical & Financial feasibility.
- v. Rough Cost Estimate.

iii) GFC drawings for Delhi CycleWalk - Phase I - Leg A on grade portion.

The Consultant shall provide GFC drawings, incorporating modifications arising due to observations/ approval of any statutory body, Total Station Surveys, Traffic Analysis, Soil Analysis Reports or any other relevant data analysis. Specifications, MEP Services Details, Green sustainable design details, and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents for on grade CycleWalk - Phase I tracks along with all details of its components within the route alignment of Leg A.

iv) Obtain all statutory approvals, if required with respect to Delhi CycleWalk - Phase I - Leg A - Leg A on grade portion. Incorporate modifications arising due to observations/ approval of any statutory body.

The Consultant would also be required to perform broadly the following activities:

1. Develop the vision for the **Delhi CycleWalk - Master Plan Concept** for the city of Delhi and **Concept Master Plan of Delhi Cycle Walk - Phase I** project and develop an action plan with recommendations for Delhi CycleWalk - Phase I – Leg A based on review and inputs on the Technical presentation by the Consultant.

2. Carrying out site analysis, traffic study and furnish a site appraisal report with regard to the potential of the site vis-à-vis activities for Delhi CycleWalk Phase I – Leg A to be addressed. The existing built up structures/ underground utility services also to be addressed and if necessary may be relocated / refurbished as per the design intent.
3. Assessment of irrigation, drainage, water harvesting, electrical, energy efficient systems to make the Delhi CycleWalk – Phase I self-sustainable.
4. Outlining the remunerative component in terms of activities (ecological/ / public utilities, educational etc) with built up areas (Commercial Usage not to exceed the permissible limit given in MPD-2021).
5. All details with respect to GFC Drawings of Cyclewalk - Phase I Ongrade portion Leg A.

Key Deliverables:

- a. **Delhi CycleWalk - Master Plan Concept**
- b. **Concept of Master Plan for Delhi CycleWalk - Phase I**, will include The Concept layout Plan, circulation and zoning drawings indicating zoning criteria, entrances, exits, parking, Landscape Plan, pedestrian and cycle track routes and all other features (both ongrade and elevated), service and emergency vehicle movement and any additional criteria that has impact on the proposal.
- c. Provide perspective views (3D), walkthroughs, animations, sections and elevations, to demonstrate the design intent.
- d. Total Station Survey, Soil Analysis Reports or any other relevant data analysis with respect to ongrade Cycle walk track of Leg A.
- e. **GFC drawings of details of Delhi CycleWalk - Phase I Leg A ongrade portion..**
The Consultant shall provide GFC drawings, incorporating modifications arising due to observations/ approval of any statutory body. Total Station Surveys, Traffic Study Report, Soil Analysis Reports or any other relevant data.
- f. Specifications, MEP Services Details, Green sustainable design details, and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents along with all details of its components.
- g. **All statutory approvals, as required with respect to Delhi CycleWalk - Phase I - Leg A on grade portion.**
- h. Provide a cost estimate for the development cost of the project including the operation & maintenance costs.
- i. The costs benefit analysis based on the proposed remunerative component.
- j. Operation and maintenance strategy/ plan.
- k. Smart features & sustainable green solutions etc.

6.8.2 Stage 2:

- i) **Final Stage for Delhi CycleWalk - Master Plan Concept,**
- ii) **Pre Final Comprehensive Master Plan of Delhi CycleWalk – Phase I &**
- iii) **GFC drawings for Delhi CycleWalk – Phase I - Leg B & Leg C on grade portion.**

This stage is to further review and modify the conceptual design incorporating required changes and prepare the final drawings, sketches, etc. for Delhi CycleWalk Master Plan & GFC drawings for ongrade track of Leg B & Leg C. for the DDA's approval of the following:

- a) **Final Stage for Delhi CycleWalk - Master Plan Concept,** after modifying and incorporating the required changes and suggestions made in Stage I by DDA.
- b) **Pre Final Concept Master Plan of Delhi CycleWalk – Phase I**
 - i. Incorporating the required changes and suggestions made by DDA.
 - ii. Financial assessment Report along with detail cost estimate, traffic study.
- c) **GFC drawings for Delhi CycleWalk – Phase I - Leg B & Leg C ongrade portion.**
 - i. The Consultant shall provide GFC drawings, incorporating modifications arising due to observations/ approval of any statutory body for Delhi CycleWalk Leg B & C ongrade portion. Total Station Surveys, Traffic Study, Soil Analysis Reports or any other relevant data.
Specifications, MEP Services Details, Green sustainable design details, and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents along with all details of its components
All statutory approvals, as required.

Key deliverables:

- a) **Final Delhi CycleWalk – Master Plan Concept** for the city of Delhi after modifying and incorporating the required changes and suggestions made in Stage I by DDA.
- b) **Pre Final Concept Master Plan for Delhi CycleWalk – Phase I,** after incorporating the required changes and suggestions made by DDA.
- c) Pre Final Concept layout Plan, planting concept, circulation and zoning drawings indicating zoning criteria, entrances, exits, parking, pedestrian and cycle track routes and all other features (both ongrade and elevated), service and emergency vehicle movement and any additional criteria that has impact on the proposal.
- d) Provide perspective view, walkthrough, (3D), sections and elevations etc., to demonstrate the design intent.
- e) Financial Assessment Report for Operation & Maintenance along with cost estimate, traffic study.
- f) **GFC drawings of details of Delhi CycleWalk – Phase I - Leg B & Leg C ongrade portion.**
- g) The Consultant shall provide GFC drawings, incorporating modifications arising due to observations/ approval of any statutory body for ongrade Delhi CycleWalk – Phase I - Leg B & C Specifications, MEP Services Details, Green sustainable design details, and

schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents. along with all details of its components within the route alignment of Leg B & Leg C ongrade portion..

- h) Specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents for on grade Delhi CycleWalk – Phase I tracks along with all details of its components within the route alignment of Leg B & Leg C.
- i) Provide a cost estimate for the development cost of the project including the operation & maintenance costs.
- j) The costs benefit analysis based on the proposed remunerative component.
- k) Operation and Maintenance strategy/ plan.
- l) Smart features & sustainable green solutions etc.

6.8.3 Stage 3:

- i) **Final Concept Master Plan of Delhi CycleWalk – Phase I &**
- ii) **GFC drawings for Delhi CycleWalk – Phase I - Leg A, Leg B & Leg C elevated portion.**

- a) This stage is for incorporating **Final Concept Master Plan of Delhi CycleWalk – Phase I** and shall include:

i. Detailed Project Report, which will include:

- a) Study area and Influence area delineation
 - b) Project understanding and objectives
 - c) Detailed approach and methodology
 - d) Identification of key issues
 - e) Assessments of identifications of user group
 - f) Feasibility of elevated, and on grade Cycle Tracks and Pedestrian Routes.
 - g) Urban Design city level solutions to reduce the hazards created when cars, bikes, mass transit, cycles and pedestrians mix.
 - h) To create low-cost transportation networks in increasingly dense urban Cores.
 - i) Feasibility of elevated, and on grade Cycle Tracks and Pedestrian Routes.
 - j) Preliminary case study details
 - k) Environmental and social assessment.
 - l) Traffic analysis and traffic modelling.
 - m) Any other suggestions.
 - n) Multimodal network and multimodal infrastructure.
 - o) Time frame and task allocation
- b) **Primary and Secondary data analysis report**
 - a) As-is assessment of the study area
 - b) Identification of stakeholders (land ownership, etc)

- c) Analysis and outcomes of all surveys including topographical survey, land use surveys etc;
- d) Detailed market and demand assessment,
- e) Analysis of Global review and benchmarking studies;
- f) Base assessment and analysis of data;

and **Delhi CycleWalk - Phase I Leg A , Leg B, & Leg C elevated portion** and further review and modify the final design incorporating required changes and prepare the final drawings and details and GFC drawings elevated portion, sketches, etc. for the DDA's approval of the following:

- a) The details of Elevated Cycle Tracks after incorporating any further changes and suggestions made by DDA/ Statutory Authorities after structural vetting.
- b) Traffic Study, including CycleWalk overpasses, underpasses and at grade passes.
- c) Smart feature & sustainable green solutions etc.
- d) All statutory approvals, of ongrade and elevated CycleWalk tracks. Final Financial assessment Report along with detail cost estimate,
- e) GFC drawings for elevated incorporating all the modifications arising due to structural vetting ,observations/ approval of any statutory body, total station survey, Route Alignment, Specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents for on along with all details of elevated Cycle Walk and its components.
- f) All statutory approvals, if required with respect to elevated **CycleWalk – Phase I – Leg A, Leg B and Leg C.**

Key deliverables

- a) Final Concept layout Plan, planting concept, circulation and zoning drawings indicating zoning criteria, entrances, exits, parking, pedestrian and cycle track routes and all other features (both ongrade and elevated), service and emergency vehicle movement and any additional criteria that has impact on the proposal.
- b) Detailed Project Report based on the Final Master Plan for Delhi Cycle Walk Phase I and Primary and secondary data analysis report. Provide perspective views (3D), sections and elevations, to demonstrate the design intent.
- c) Total Station Survey, Soil Analysis Reports or any other relevant data analysis with respect to ongrade Delhi CycleWalk - Phase I -Leg B & Leg C. Concept layout, planting concept, circulation and zoning drawings indicating zoning criteria, entrances, exits, parking, pedestrian and cycle track, service and emergency vehicle movement and any additional criteria that has impact on the proposal of Leg B & Leg C.
- d) GFC drawings for elevated Corridor Leg A, leg B & Leg C, incorporating all the modifications arising due to observations/ approval of any statutory body, all details, Architectural Drawings, Structural Drawings and Detail MEP Drawings (after structural vetting of structural Drawings). Total Station Survey, Route Alignment, Specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents for on grade CycleWalk Phase - I tracks along with all details of elevated Cycle Walk Phase I – Leg A, Leg B and Leg C and its components.

- e) The details of Elevated Cycle Tracks of Delhi CycleWalk - Phase I Leg A, Leg B, & Leg C. after incorporating any further changes and suggestions made by DDA/ Statutory Authorities after structural vetting.
- f) Development Control norms for Delhi CycleWalk
- g) Traffic management plan, including CycleWalk overpasses, underpasses and at grade passes.
- h) Smart feature & sustainable green solutions etc.
- i) All statutory approvals, of ongrade and elevated CycleWalk tracks with respect to **Delhi CycleWalk – Phase I Leg A, Leg B and Leg C.**
 - The Consultant to follow MPD-2021, UBBL-2016 and other mandatory norms/ parameter. Necessary approval from all statutory local bodies like DDA, DUAC, CFO, AAI, EIA, ASI, UTTIPEC, Screening Committee of DDA, DMRC etc. to be taken by the consultant as required. Track which are part of elevated track & passing through cross roads to be approved by UTTIPEC, Screening Committee of DDA/ Land owning agencies, Forest Department and other Statutory Bodies
 - Follow Urban Design guidelines, policy frameworks and special development control regulations including smart features & solutions for the proposed The Delhi Cyclewalk The Consultant shall prepare detailed working drawing based on the approval of statutory bodies and prepare detail cost estimate.
- j) To provide for operation and maintenance strategy/ plan of The Delhi CycleWalk – Phase I
- k) The consultant shall prepare services drawings like structural, landscaping, HVAC, MEP, etc in conformity with the existing infrastructure services. Which are required for proper execution of projects as approved by DDA and statutory bodies.
- l) The consultant shall prepare tender documents required for engaging the contractor for execution of the project.
- m) To visit and supervise a site on regular intervals to ensure that the implementation of the project is as per the drawing issued to the contractor by the consultant.
- n) To obtain the Completion Certification from the statutory bodies and submission of as built drawings.
- o) Co-ordinate detailed services including surface drainage, irrigation.
- p) Graphic signage, street furniture & other landscape components with details
- q) Illumination design (plans & details)
- r) Location of CCTV cameras and their control rooms.
- s) Operation and maintenance strategy/ plan of the Delhi CycleWalk - Phase I elevated Corridor
- t) Finalization of the project management plan with PERT chart
- u) BOQ of the total project including hard& soft landscape areas, landscape elements, services & other infrastructural facilities required (Excel format)
- v) The consultant shall assist the Authority in preparing the bid document for the Contractor and details required for inviting the bid.

6.8.7 Stage 4: Execution , Construction/ Site Administration Stage

For efficient progress of construction work, the Consultant shall visit the site as and when requested by the Authority for providing clarification/advice and ensuring adherence to design/ drawings in the work without charging any extra cost.

Check and approve all drawings of consultants and sub-consultants for carrying out the works to ensure that there is no conflict which also includes approving and checking vendor/shop drawings.

Render timely advice for implementation of the project and inputs for effective cost/quality/time benefit for the project.

6.8.8 Stage 5 : Post-Construction Stage

During this phase, the activities are likely to be as under:

- a) Co-ordinate with Contractor and assist for user operation & maintenance manuals and bid documents for operation and maintenance contract for a period of 10 years or as decided by the Authority.
- b) Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the consultant and the decision of the Authority shall be final in this regard.
- c) The consultant, after completion of the project shall submit the project report as built drawings in tracing paper and soft copy to the Authority.

The Consultant shall deliver the deliverables (the “**Deliverables**”) during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective Contractors for guidance in preparation of their bids.

7. PROJECT COST

The Consultant shall prepare cost estimates of each site/ CycleWalk Routes including site planning, landscaping works(soft and hard landscaped areas), on grade and elevated CycleWalk tracks, facility design, Vertical cores, building works, entrance exit plazas, green covers, parking areas, public utilities, common infrastructure facilities, street furniture, graphic signage, lighting fixtures, etc. with a break-up of costs for the components separately.

8. DELIVERABLES

The Consultant shall deliver the deliverables (the “**Deliverables**”) during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the

prospective Contractors for guidance in preparation of their bids. Twenty hard copies and soft copies in Pendrive of all the final reports, drawings, etc. shall be submitted to the Authority. For draft documents /plans only five set of hard copies and one soft copy in pendrive shall be submitted to the Authority. The size of drawings shall be A-3 and A-1 (or as per requirement). The Authority shall provide comments on the draft of each of the Deliverables at each stage within fifteen (15) days prior to its finalisation by the Consultant.

9. CONSULTANCY TEAM

The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. Other expertise such as that required for green building solutions, lighting experts etc. for the Project shall be included in the Team.

a) Team Leader

He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in preparation of landscape design proposal within the constraints specified in the TOR.

b) Urban Designer / landscape Architect

He will be responsible for assessment of the site potentials and designing of the project.

c) Infrastructure Expert

He will be responsible for preparation of document required for MEP services, cost estimates, technical guidance as needed & outreach materials.

d) Green Building/ Sustainability Expert

He will be responsible for working out the strategies for green modeling and sustainable solutions

e) Project Management Consultant

He will play a multifaceted part in the implementation of the project from inception to the completion.

f) Any other Consultant whose services will support the Project.

10. FEES AND PAYMENT TERMS

- a) In financial RFP bid the intending bidders should clearly specify the total amount of fees (in Indian Rs.) payable by the Authority to the consultant, inclusive of all levies and taxes as per the latest taxes and rules applicable for the entire work as

detailed in this document, inclusive of fees payable by the Consultant to any other sub-consultants and associates.

- b) The amount of fees for the consultant for the detailed design as mentioned in the scope of work shall be paid in the stages as mentioned in schedule of payment.

11. SCHEDULE OF PAYMENT

- a) The fees for services of consultant shall be payable on lump sum basis.
- b) The fee for consultant for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently subject to provisions under this clause of Schedule I- Terms of Reference, for Additions and Alterations.
 - i. Consultant's Scope of Services is detailed in Clause 5 above (Schedule I).
 - ii. DDA shall pay consultant the fee which has been finalized as per Financial Bid of the selected Consultant for the professional services rendered by them for the entire project as per scope of work defined in the document.
 - iii. The rates submitted by the Consultant shall always deemed to include all type of taxes applicable on the date of submission of the bid. Any tax or cess imposed by the Government after the submission of bid, may be paid by the D.D.A., if a notice in writing is served by the Consultant immediately on imposition of any such tax and only when Consultant submits the receipt of payment of such tax with the bank statement showing the payment thereof. However, nothing extra on any account, whatsoever, shall be paid to the Consultant nor shall the Consultant be entitled to ask anything over and above the quoted rates/fee for the entire work done by it under this RFP/Agreement.
 - iv. Even if the work is delayed on any account, whatsoever, neither the Consultant shall be entitled to any extra amount towards fee, rates, loss of profit, damages, compensation, costs, interest nor shall the same be paid to it.
 - v. The Consultant shall be paid professional fee in the following stages consistent with the work done plus other charges and reimbursable expenses as agreed upon.
 - vi. The payment shall be made to the Consultant only after the bill for each stage is submitted by the Consultant alongwith all the required documents showing the completion/achievement of the stage for which the bill is raised.
 - vii. In case, the Consultant does not prepare and submit the bill, as aforesaid, the bill & payment as may be finalized by the D.D.A. shall deemed to be full & final towards the entire work done by the Consultant and, thereafter, no amount, whatsoever, shall deemed to be left payable to the Consultant nor shall be paid to it.

- viii. Any amount or work which is not raised nor mentioned in the bills, whether running or final, shall not be taken into consideration nor be paid and shall always be deemed to have been waived.
- ix. The payment shall be made within 45 days of submitting the bill and unless the Consultant has submitted the bill with all required documents, it shall not be entitled for any interest thereon.
- x. The amount of security deposit, performance guarantee and/or any other amount deducted or withheld shall always be interest free and no interest shall be paid thereon under any circumstances.

INDICATIVE TIME AND PAYMENT SCHEDULE

Stages of Payment	Percentage of Fees	Time
Retainer On appointment/ Signing of Agreement/ Acceptance of offer.	0%	*M
Stage 1 On submission of the following to DDA and getting their approval: <ol style="list-style-type: none"> i. Delhi CycleWalk - Master Plan - Concept for the city of Delhi. ii. Concept Master Plan for Delhi CycleWalk – Phase I, including rough cost estimate. iii. Delhi CycleWalk - Phase I Leg A ongrade portion. <ol style="list-style-type: none"> a. GFC drawings, Total Station Survey, route alignment, traffic study, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents. Along with details of all components within the route alignment of Leg A. b. Smart features & sustainable green solutions etc. c. All statutory approvals, as required. 	10% of the total fees	M+2 weeks
Stage 2 On submission of the following to DDA and getting their approval: <ol style="list-style-type: none"> i. Final Delhi CycleWalk - Master Plan Concept for the city of Delhi after 	20% of the total fees	M+8 weeks

<p>modifying and incorporating the required changes and suggestions made in Stage 1 by DDA.</p> <p>ii. Pre Final Master Plan for Delhi CycleWalk – Phase I, after incorporating the required changes and suggestions made by DDA. To include Financial Assessment Report for Operation & Maintenance along with cost estimate, traffic study.</p> <p>ii. Delhi CycleWalk - Phase I Leg B & Leg C ongrade portion.</p> <p>a) GFC drawings, incorporating modifications arising due to observations/ approval of any statutory body, Total Station Survey, route alignment, traffic study and specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents, along with all details of its components.</p> <p>b) Smart features & sustainable green solutions etc.</p> <p>c) All statutory approvals, as required.</p>		
<p>Stage 3 On submission of the following to DDA and getting their approval:</p> <p>i) Final Master Plan for Delhi CycleWalk – Phase I, including Detailed Project Report, primary and secondary data analysis report, Final Financial Assessment Report along with detail cost estimate.</p> <p>ii) Delhi CycleWalk - Phase I, Leg A, Leg B & Leg C elevated portions.</p> <p>a) GFC drawings for elevated Corridor, incorporating all the modifications arising due to structural vetting, observations/ approval of any statutory body.Total Station Survey, route alignment, traffic study and specifications and schedule of quantities sufficient to prepare estimate of cost and preparation</p>	<p>40% of the total fees less payment already made after obtaining all approvals.</p>	<p>M+ 24 weeks</p>

<p>of tender documents along with all details of its components.</p> <p>b) Smart features & sustainable green solutions etc.</p> <p>c) All statutory approvals, as required.</p>		
<p>Stage4 Making available all GFC drawings including Structural and MEP Drawings as required for execution including revision as per site requirements and approvals of statutory bodies for progress of work on site of elevated CycleWalk Corridor Phase –I Leg A, Leg B & Leg C.</p>		
1. On completion of 20% of the work	50% of the total fees payable less payment already made	
2. On completion of 40% of the work	60% of the total fees payable less payment already made.	
3. On completion of 60% of the work	70% of the total fees payable less payment already made.	
4. On completion of 80% of the work	80% of the total fees payable less payment already made.	
5. On Virtual Completion	90% of the total fees payable less payment already made.	
<p>Stage 5 On submitting and approval by DDA of drawings for issuance of completion by statutory authorities, wherever required and on issue of as built drawings</p>	100% of the fees payable less payment already made after the acceptance of the final drawings and completion reports. .	

*** M is the starting time of the consultancy for the project.**

Note: The payment against the above stages can be released on pro rata basis periodically to be decided by Engineer in Charge, DDA based on the actual work done against the total work stipulated in the stage.

In case the project is dropped due to any reason, then the fees payable till that stage only after deducting the full prize money shall be paid and nothing extra will be paid and no claim in this regard shall be entertained.

- Time period of two to three weeks shall be taken tentatively by the department to grant approvals for each deliverables.
- The Consultant shall whenever required make presentations walkthroughs//3D views/animations before authorities from time to time.
- Cost of these presentations etc. is deemed to have included in the fee quoted by the consultant.
- The overall contract with consultant shall be for 60 months after signing of contract. The period involves implementation of accepted design proposal and report on ground and submission of all deliverables.
- It is specifically intimated to the Consultant that D.D.A. intends to award further works of construction and maintenance etc. which shall be based on the work done by the Consultant in this RFP. Hence, any delay in execution of the work by the Consultant may adversely affect the D.D.A., therefore, time is and shall always be the essence of the contract.
- Any delay in execution and completion of the Work shall be solely at the risk & cost of the Consultant. D.D.A. shall be authorized & entitled to claim & recover any loss or damage which it may suffer on account of delay, if caused because of any reason attributable to the Consultant.
- Unless the Consultant is directed to stop the work by a notice in writing issued by the DDA, the Consultant shall continue to perform & execute the work irrespective of any impediment and, if for any reason, whatsoever, Consultant is not able to perform its part or to achieve any particular stage, it shall immediately give a notice in writing with justifiable reason therefore.
- If the Consultant is not able to complete the work within the stipulated period and the reason(s) is/are beyond the control of the Consultant and is/are absolutely not attributable to Consultant, D.D.A. may in its sole discretion and upon such terms & conditions as may be deem fit by it, extend the stipulated period by a maximum period of six months.
- If the work is not completed even in the extended time, the work shall stand withdrawn from the Consultant and the Agreement shall stand lapsed. In such a case, Consultant may be paid up-to the stage till which the work has been done by it, subject to the condition that the reason for not completing the work in time is absolutely not attributable to the Consultant and/or the reason is absolutely beyond the control of the Consultant. It is an admitted clause that under any circumstances, Consultant shall not be paid any other amount whether towards loss of profit or damages or costs or interest or on any other ground.

PROFORMA 1

PROJECT FACILITIES

1. PROJECT GUIDELINES, REQUIREMENTS AND FACILITIES

The general scope of the project should consist of

- A planning process that identifies and prioritizes bicycle and pedestrian CycleWalk – Phase I based on existing site conditions, existing requirement, existing plans, and the needs of pedestrians and bicyclists.
- Preparation of the CycleWalk - Phase I Master Plan and Action Plan
- Project Increase in number of walkers and bikers of all ages, genders, and abilities.
- Create a seamless network for walking and cycling.
- An assessment of environmental constraints for the above projects
- Construction and consideration for innovative design concepts and best practices, along with smart signage , parking and cycle share network.
- Clear, written documentation of project issues and overall feasibility.

The outcome of the process should be a clear vision and articulate goals for a truly walkable and cyclable route for all age groups.

Identification and prioritization of walking and cycling improvements based on existing conditions, adopted plans, and community feedback Strategies and performance measures that will Guide the planning, funding, and implementation of projects

The proposal shall include:

The Delhi CycleWalk - Master Plan Concept for the city of Delhi & Detail Master Plan for Delhi CycleWalk – Phase I

Cycling and Pedestrian tracks.

- Their suitable location of the Cycle and Pedestrian tracks within the urban context shall help promote their use for active lifestyles and encourages walking and cycling as part of citizen's everyday routine.
- The cycle and pedestrian green tracks shall aim at increasing numbers of cyclists and numbers of people walking and become popular for the reason of the green infrastructure and habitat , novel urban spaces, and better use and appreciation for green space and habitat within the city having a positive effect on the public's general health .

Cycle tracks

- To offer a more relaxed, natural, and quiet alternative to the main network of cycle paths along streets across the city.
- Paths shall provide an opportunity to slow down and enjoy the various green spaces, habitats, and are calmer, greener routes through the city network at a safe distance from traffic.

- Redistribution of cyclists from busy congested on-road cycle routes to create a more pleasant cycling environment.
- The transition from existing Road network to Cycle track should be effortless at all multimodal transition areas.

Pedestrian Pathways

- Pedestrians also use these routes, particularly those running or exercising, as well as those cycling for recreation and leisure along with the daily commuters.

Dividing Greens / Medians or Greens on either side of Cycling and Pedestrian pathways shall act as .

- Green spaces-Essential Planting including Plants with promotion of indigenous species of trees of Delhi and Multi functional Zone/ Swales and irrigation channels and may locate any or all of the following functions within them.
- Tree Planting - Planting for Storm Water Management, Pause Points , Street Furniture; Street lights/ pedestrian lights.
- Provision of MFZ is most critical otherwise the above uses/ components of streets would encroach upon pedestrian, cyclist or carriageway space.
- Common Utility Ducts and Duct Banks should not be located under the MFZ as there may be interference due to trees).

Entry and Exit Zones for Cycling and Pedestrian pathways, shall be near to Bus Stands, Metro Stations, Vehicular Roads etc.

- Entrance gates/ plazas should be vibrant / bold , prominent and eye catching and create legibility at entrances by proposing plazas equipped with basic amenities. They should have Car Parking, Cycle stands or any other facility.

2. DESIGN CONSIDERATION FOR THE PROPOSAL:

2.1 CRITERIA FOR DESIGN OF THE DELHI CYCLEWALK PHASE I

- Connectivity , Visibility, Equity, Safety, Relative cost, Population density,
- Transit - Current and future transit considerations,
- Green and active surroundings
- Wide cycle lanes and space for pedestrians (infrastructure design)
- Tolerant cycle culture (enhanced by guidance and education).
- Vertical cores wherever required.

2.2 INCLUSIVE & UNIVERSAL DESIGN

- To provide Barrier free environment.
- All walking surfaces should have Tactile pavers (Guiding and warning path) to guide people with vision impairment.
- Universal Accessibility Features-signages (for persons with disabilities, reduced mobility, vision and hearing impairment.) All Signage should be graphic or symbol based, rather than text based, in contrasting background.
- Provision of ramps with appropriate slopes and hand rails along with lifts for wheelchair accessibility wherever necessary.

- All Lifts to have Braille buttons and audio announcement systems.
- Where a cycle track crosses a road, the carriageway should be marked with appropriate road markings.
- Rest Areas which may be Covered, Semi Covered and Open along the Link ways- To enhance the walking experience of the elderly and wheelchair users, covered link ways are to be complemented with rest areas subject to site context.
- Such rest areas comprise a bench and wheelchair parking space. To maintain a clear passage for the footpath.

2.3 REMUNERATIVE & NON REMUNERATIVE ACTIVITY

Remunerative Activities shall be proposed wherever possible. These can include:

- Commercial component having, designated kiosks (Commercial Usage not to exceed the permissible limit given in MPD-2021) on Halting Areas , to make the streets livelier safe and avoid encroachment, with advertisement, and branding,
- Car Parking, Cycle stands, Wheel chair parking, Cycle sharing, Covered , semi covered linkages with public amenities
- Kiosks/ food stalls,Nursery.
- Site area resources to be used to generate energy (e.g. water, solar or wind power) for the neighborhood.
- Performance stage,Gaming tables, Community tables, sit outs, Children’s Play area , Activity zones at intervals like an Outdoor gyms, Street furniture,or any other innovative ideas and specialized landscape features.
 - i. Public Amenities,Creation of amenity nodes with drinking water facilities , toilets and kiosks/food outlets.
 - ii. Emergency telephone booths
 - iii. WI-FI/Hot spots

2.4 SAFETY & SECURITY MEASURES

- Safety and security (perception of safety essential for diversity of users),
- Emergency exits
- Public Address Systems
- CCTV Cameras with their control room
- Sustainability & economic viability
- Separate service entries to activity zone / food courts/ horticulture / maintenance to be provided and should not interfere with the public movement areas.

2.5 PUBLIC ART, STREET FURNITURE & DUST BINS:

- Public art can be installed to enhance visual & cultural aesthetics
- Benches/seating to be provided at intervals
- Dustbins to be provided as per the user requirement

2.6 SIGNAGES

- Provide orientation and information at key junctions and transit nodes to Quickly orient users when they arrive at nodes. Provide icons that broadly highlight the amenities.

- Universal Accessibility Features-signages (for persons with disabilities, reduced mobility, vision and hearing impairment). All Signage should be graphic or symbol based, rather than text based, in contrasting background.

2.7 LIGHTING & FIXTURES

For the cycle walk tracks, there is a need to ensure adequate street lighting for the safe passage for all users.

Lighting to be provided as per design intent.

Adequate lighting is necessary for users (e.g. pedestrians, cyclists, and Halting areas etc.) to identify and react to the following situations:

- Alignment of the cycle and pedestrian tracks;
- Sharp bends, humps and fixed obstacles;
- Objects on the surface such as stones, tree branches;
- Potholes or cracks in the surface;
- Position and speed of other users;
- Junctions carrying other users.
- Lighting for any special features, Solar lights and panels.

2.8 SUSTAINABLE & GREEN LANDSCAPE

To provide energy efficient solutions for the 'green' management of the CycleWalk such as:

- Water harvesting, Site drainage, Swales
- Drip irrigation or any other, to install irrigation system in the greens as per the approved design with operational panels & equipment's, pump houses facility as per the requirement..
- Solar Lighting, Green Building materials/ Local Materials/ Recyclable Materials, Reduce impact on the natural environment; and Reduce pressure on built infrastructure Create climate sensitive design, Any other Energy efficient solution.

2.9 MAINTENANCE & MANAGEMENT

To align DDA efforts, operations, and budget(s) to an overall vision through short- term and long-term priorities and action planning:

- Maintenance of Greens/Horticulture Areas
- Regular cleaning and maintenance of the pathways, and other open areas including greens
- Regular cleaning of Dustbins,
- Maintenance of toilets and drinking water facilities/public utilities
- Traffic Management to avoid Motor Bike users in the the Delhi Cyclewalk - Phase I (to avoid accidents)
- In terms of nature of designs, activities, and remunerative components to make it world class and self-sustainable in order to support the Delhi CycleWalk - Phase I over the next 20 years.
- Developing a self-sustaining financial strategy for the Delhi CycleWalk - Phase I. It may comprise of remunerative component or catalyst development to fetch revenues;

- To assess operation and lifecycle costs of the Project facilities and develop a management model with O&M with a 20 year horizon after the completion of the development works in the Park.

2.10 AESTHETICS

- To incorporate green surroundings with active Cycle and Pedestrian Linkages in combination with other factors such as infrastructure design
- The combination of ‘active surroundings’ consisting of both attractive green settings and urban greens which change with the seasons or are pleasant
- The presence of other people and ‘urban life’ will make the Delhi CycleWalk Phase I Routes more popular, viable and attractive.
- The paths should be wide, offering an opportunity to enjoy the ride amongst pleasant green surroundings, away from the stress of traffic, and minimizing frequent stops at traffic lights, with room to cycle alongside friends or stop to pause. This will improve the user experience of cycling or walking, helping making it a desirable transport choice for necessary travel, and encouraging more people to use these routes for their everyday journeys.

2.11 LANDSCAPE DEVELOPMENT

- Development of the Delhi CycleWalk - Phase I with wherever required planned open spaces, activities their relationship with surroundings. It shall include landscape and recreational areas which provides interpretative and educational resource to the public
- The landscape development should aim towards creating quality functional landscape green corridor spaces .
- The use of public art, sculpture, existing or proposed water features using ‘green’ design principles be encouraged as appropriate to the site context and should merge with the surrounding environment. The permanent construction vis a vis using nature enhancing materials, to showcase recycling methods.
- The activities and uses permitted along the Delhi CycleWalk - Phase I to be as per the permissibility of Master Plan of Delhi 2021 and Indian Forest Act.
- To conserve and preserve open spaces, restore natural areas by creating nature reserves/ nature trails, water management strategies. The development to be responsive to climatic and seasonal variations. To build energy-efficient systems and introduce innovative design elements;
- To align DDA efforts, operations, and budget(s) to an overall vision through short- term and long-term priorities and action planning;
- Developing a self-sustaining financial strategy for the Park. It may comprise of remunerative component or catalyst development to fetch revenues;
- To assess operation and lifecycle costs of the park facilities and develop a management model with O&M with a 20 year horizon after the completion of the development works in the Park.

SCHEDULE-2

(See Clause 2.1.3)

AGREEMENT

FOR

PREPARATION OF DESIGN CONSULTANCY FOR

“THE DELHI CYCLEWALK – MASTER PLAN CONCEPT”

&

“THE DELHI CYCLEWALK – PHASE I”

NEW DELHI

CONTENTS

	AGREEMENT	74
1.	GENERAL	74
	1.1 Definitions and Interpretation	74
	1.2 Relation between the Parties	76
	1.3 Rights and obligations	76
	1.4 Governing law and jurisdiction	76
	1.5 Language	76
	1.6 Table of contents and headings	76
	1.7 Notices	77
	1.8 Location	77
	1.9 Authority of Member in Charge	77
	1.10 Authorized Representatives	78
	1.11 Taxes and Duties	78
2.	COMMENCEMENT , COMPLETION AND TERMINATION OF AGREEMENT	78
	2.1 Effectiveness of Agreement	78
	2.2 Commencement of Services	78
	2.3 Termination of Agreement for failure to commence Services	79
	2.4 Entire Agreement	79
	2.5 Modification of Agreement	79
	2.6 Force Majeure	79
	2.7 Suspension of Agreement	81
	2.8 Termination of Agreement	81
3.	OBLIGATIONS OF THE CONSULTANT	83
	3.1 General	83
	3.2 Conflict of Interest	84
	3.3 Confidentiality	84
	3.4 Liability of the Consultant	84
	3.5 Insurance to be taken out by the Consultant	86
	3.6 Accounting, inspection and auditing	86
	3.7 Consultant's actions requiring the Authority's prior approval	86
	3.8 Reporting obligations	87
	3.9 Documents prepared by the Consultant to be property of the Authority	87
	3.10 Equipment and materials furnished by the Authority	87
	3.11 Providing access to the Project Office and Personnel	88
	3.12 Accuracy of Documents	88

4.	OBLIGATIONS OF THE AUTHORITY	88
	4.1 Providing information and assistance in clearances	88
	4.2 Access to land and property	88
	4.3 Change in Applicable Law.	89
	4.4 Payment	89
5.	PAYMENT TO THE CONSULTANT	89
	5.1 Cost estimates and Agreement Value	89
	5.2 Currency of payment	89
	5.3 Mode of billing and payment	89
6.	LIQUIDATED DAMAGES AND PENALTIES	91
	6.1 Performance Security	91
	6.2 Liquidated Damages	91
	6.3 Penalty for deficiency in Services	92
7.	FAIRNESS AND GOOD FAITH	92
	7.1 Good Faith	92
	7.2 Operation of the Agreement	92
8.	SETTLEMENT OF DISPUTES	92

AGREEMENT

This AGREEMENT (hereinafter together with the (1. Terms of Reference, 2. Submission Letter of Financial Proposal attached hereto called the Contract) is made on the _____ Day of _____ 2020, between Delhi Development Authority, on the one part (hereinafter called the DDA, which expression shall unless repugnant to the context, include its successors and assignees) and _____ a company / partnership firm incorporated under the Indian Companies Act, 1956 with its corporate office at _____, India (hereinafter called the Consultant, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS,

- (A) The DDA has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for **“Providing consultancy for the Delhi CycleWalk - Master Plan Concept and The Delhi CycleWalk - Phase - I ”** (Hereinafter called the **“Project”**);
.
- (B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Contract; and
- (C) The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the **“LOA”**); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Contract.

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

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them;

- (a) **“Agreement”** means this Agreement including all the clauses, terms & conditions of the RFP, together with all the Annexes;
- (b) **“Agreement Value”** shall have the meaning set forth in Clause 5.1.2;

- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 8.2
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (i) “**Government**” means the Government of
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (k) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (l) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (m) “**Personnel**” means persons hired by the Consultant as employees or part of the project team and assigned to the performance of the Services or any part thereof;
- (n) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (o) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (p) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

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

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail

over another would be as laid down below beginning from the highest priority to the lowest priority:

Agreement;

Annexes of Agreement;

RFP; and

Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- (a) In the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) In the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

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

1.9 Authority of Member-in-charge

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

1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10

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

.....

Tel:

Mobile:

Email:

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

.....

Tel:

Mobile:

Email:

1.11 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration.

2.4 Entire Agreement

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

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

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

2.5 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modifications of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2. & 4.3 and 5.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party

2.6 FORCE MAJEURE

2.6.1 Definition

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

Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.6.2 No breach of Agreement

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

2.6.3 Measures to be taken

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

2.6.4 Extension of time

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

2.6.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.6.6 Consultation

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

2.7 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.8 Termination of Agreement

2.8.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) The Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;
- g) The Consultant violates any of the provision, clause, terms and/or condition of the RFP and/or Agreement.
- h) For any other reason mentioned anywhere else in the RFP and Agreement.
- i) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.8.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) The Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- b) The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 hereof.

2.8.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- i. Remuneration pursuant to Clause 5 hereof for Services satisfactorily performed prior to the date of termination;
- ii. Reimbursable expenditures pursuant to Clause 5 hereof for expenditures actually incurred prior to the date of termination; and
- iii. Except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

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

3.1.3 Applicable Laws

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

3.2 Conflicts of Interest

DDA requires that the Applicants/Consultants provides professional, objective, and impartial advice and at all times hold DDA's interest paramount in the consultancy services provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicants and/or the selected Applicants shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

3.3 Confidentiality

(a) Except with the prior written consent of the DDA, the Consultant and the Personnel shall not at any time communicate, in oral or in writing or by any means of communication, to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.

(b) The reports submitted by the consultants to the DDA, become property of the DDA and the DDA is free to use any/all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

(c) The outcome of services rendered by the consultant and any consequent development/construction for the purpose for which his services are engaged under this contract shall be in the exclusive ownership of the DDA and at no point of time the consultant shall lay any claim/right over it nor shall put to use that knowledge for any future projects out of DDA.

3.4 Liability of the Consultant

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

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

(i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1

- a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as specified in the Agreement and in accordance with good industry practice.
- b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement
- c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premier and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

- 3.5.2 The Parties agree that the risks and coverage's shall include but not be limited to the following:
- a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore];
 - b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
 - c) Professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and-not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

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

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- b) Any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

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

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12 Accuracy of Documents

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

4. OBLIGATIONS OF THE AUTHORITY

4.1 Providing information and assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) Designate ‘WG’ (Working Group) with representatives, authorized to act on its behalf with respect to the project. This designated team shall interact with consultant on all matters.
- b) Provide assistance to the extent possible to consultant for obtaining NOC/statutory Approvals/ writing letters/attending meeting with statutory authority along with consultant etc.
- c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d) Pay the entire statutory fee required for seeking approval from various statutory Authorities.

4.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 5.1.3.

4.3 Changes in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 5.1.2, , then

the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

4.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 5 of this Agreement.

5. PAYMENT TO THE CONSULTANT

5.1 Cost estimates and Agreement Value

5.1.1 An abstract of the cost of Services payable to the Consultant is set forth in Annexure - 2 of the agreement.

5.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 5.1.3, the payments for the professional fees under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rupees.)

5.1.3 Notwithstanding anything to the contrary contained in Clause 5.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 5.1.1 above, the Agreement Value set forth in Clause 5.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

5.2 Currency of payment

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

5.3 Mode of billing and payment

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

- a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-3 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - i. No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - ii. The Authority shall pay to the Consultant, only the undisputed amount.

- b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- c) The final payment under this Clause shall be made 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 Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 5.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant
- f) The total cost to carry out the consultancy assignment shall inclusive of all taxes and duties as applicable except service tax. The service tax shall be reimbursable after submitting proof of payment to the Govt.
- g) Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.
- h) The Payment Schedule at Annexure -3 does not include the time taken for granting approvals by DDA/ CMC. No compensation will be given to consultant if project gets extended for any reason.

6. LIQUIDATED DAMAGES AND PENALTIES

6.1 Performance Security

- 6.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of any type of loss, damages, compensation, costs, interests or liquidated damages as specified in Clause 6.2. The balance remaining out of the Performance Security shall be returned to the Consultant upon the satisfactory completion of the work. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 6.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 6.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-4 of this Agreement.

6.2 Liquidated Damages

6.2.1 Liquidated Damages for error/variation/delay

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

6.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of any of the clauses or conditions of the Agreement or for recovery of any type of loss, compensation, costs, interests or liquidated damages specified in Clause 6.2.

6.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 6.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Agreement

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

8. RESOLUTION OF DISPUTES

If any dispute arises between the Parties hereto whether during the subsistence/ execution of the work or after the completion thereof or at any time thereafter, in connection with the work executed/performed by the Consultant under this RFP, or regarding any question, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties shall be decided through the process of Arbitration of the sole Arbitrator to be appointed by the Vice-Chairman, D.D.A. The Arbitrator so appointed by the Vice-Chairman, D.D.A. shall be a technical person having the knowledge and experience of the trade, seat and place of the Arbitrator shall be Delhi/New Delhi and the Courts at Delhi shall alone have the exclusive jurisdiction. It is also a term of this contract that the arbitration clause can be

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

It is also an admitted clause of the Agreement that the Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final) or amount for payment which has not been raised & submitted by the Consultant

before the Commissioner Planning by serving a notice in writing of 30 days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be considered as a waiver of this clause and

D.D.A. shall always be authorized to take any such objections even before the Arbitrator.

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority:

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

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2- Agreement)

(Reproduce Schedule-1 of RFP)

Annex-2

Cost of Services

(Refer Clause 5.1- Agreement)

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

Annex-3

Payment Schedule (Refer Clause 10 of TOR)

INDICATIVE TIME AND PAYMENT SCHEDULE

Stages of Payment	Percentage of Fees	Time
Retainer On appointment/ Signing of Agreement/ Acceptance of offer.	0%	*M
<p>Stage 1 On submission of the following to DDA and getting their approval:</p> <ul style="list-style-type: none"> v. Delhi CycleWalk - Master Plan - Concept for the city of Delhi. v. Concept Master Plan for Delhi CycleWalk – Phase I, including rough cost estimate. vi. Delhi CycleWalk - Phase I Leg A ongrade portion. <ul style="list-style-type: none"> d. GFC drawings, Total Station Survey, route alignment, traffic study, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents. Along with details of all components within the route alignment of Leg A. e. Smart features & sustainable green solutions etc. f. All statutory approvals, as required. 	10% of the total fees	M+2 weeks
<p>Stage 2 On submission of the following to DDA and getting their approval:</p> <ul style="list-style-type: none"> v. Final Delhi CycleWalk - Master Plan Concept for the city of Delhi after modifying and incorporating the required changes and suggestions made in Stage 1 by DDA. v. Pre Final Master Plan for Delhi CycleWalk – Phase I, after incorporating the required changes and suggestions made by DDA. 	20% of the total fees	M+8 weeks

<p>To include Financial assessment Report for Operation & Maintenance along with cost estimate, traffic study.</p> <p>i. Delhi CycleWalk - Phase I Leg B & Leg C ongrade portion.</p> <p>d) GFC drawings, incorporating modifications arising due to observations/ approval of any statutory body, Total Station Survey, route alignment, traffic study and specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents, along with all details of its components.</p> <p>e) Smart features & sustainable green solutions etc.</p> <p>f) All statutory approvals, as required.</p>		
<p>Stage 3</p> <p>On submission of the following to DDA and getting their approval:</p> <p>iii) Final Master Plan for Delhi CycleWalk – Phase I, including Detailed Project Report, primary and secondary data analysis report, Final Financial Assessment Report along with detail cost estimate.</p> <p>iv) Delhi CycleWalk - Phase I - Leg A, Leg B & Leg C elevated portions.</p> <p>d) GFC drawings for elevated Corridor, incorporating all the modifications arising due to structural vetting, observations/ approval of any statutory body.Total Station Survey, route alignment, traffic study and specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents along with all details of its components.</p> <p>e) Smart features & sustainable green solutions etc.</p> <p>f) All statutory approvals, as required.</p>	<p>40% of the total fees less payment already made after obtaining all approvals.</p>	<p>M+ 24 weeks</p>

Stage4 Making available all GFC drawings including Structural and MEP Drawings as required for execution including revision as per site requirements and approvals of statutory bodies for progress of work on site of elevated CycleWalk - Phase I Leg A, Leg B & Leg C.		
1. On completion of 20% of the work	50% of the total fees payable less payment already made	
2. On completion of 40% of the work	60% of the total fees payable less payment already made.	
3. On completion of 60% of the work	70% of the total fees payable less payment already made.	
4. On completion of 80% of the work	80% of the total fees payable less payment already made.	
5. On Virtual Completion	90% of the total fees payable less payment already made.	
Stage 5 On submitting and approval by DDA of drawings for issuance of completion by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment already made after the acceptance of the final drawings and completion reports. .	

*M is the starting time of the consultancy for the project.

Note: The payment against the above stages can be released on pro rata basis periodically to be decided by Engineer in Charge, DDA based on the actual work done against the total work stipulated in the stage.

In case the project is dropped due to any reason, then the fees payable till that stage only after deducting the full prize money shall be paid and nothing extra will be paid and no claim in this regard shall be entertained.

- Time period of two to three weeks shall be taken tentatively by the department to grant approvals for each deliverables.
- The Consultant shall whenever required make presentations walkthroughs//3D views/animations before authorities from time to time.
- Cost of these presentations etc. is deemed to have included in the fee quoted by the consultant.

- The overall contract with consultant shall be for 60 months after signing of contract. The period involves implementation of accepted design proposal and report on ground and submission of all deliverables.
- It is specifically intimated to the Consultant that D.D.A. intends to award further works of construction and maintenance etc. which shall be based on the work done by the Consultant in this RFP. Hence, any delay in execution of the work by the Consultant may adversely affect the D.D.A., therefore, time is and shall always be the essence of the contract.
- Any delay in execution and completion of the Work shall be solely at the risk & cost of the Consultant. D.D.A. shall be authorized & entitled to claim & recover any loss or damage which it may suffer on account of delay, if caused because of any reason attributable to the Consultant.
- Unless the Consultant is directed to stop the work by a notice in writing issued by the DDA, the Consultant shall continue to perform & execute the work irrespective of any impediment and, if for any reason, whatsoever, Consultant is not able to perform its part or to achieve any particular stage, it shall immediately give a notice in writing with justifiable reason therefore.
- If the Consultant is not able to complete the work within the stipulated period and the reason(s) is/are beyond the control of the Consultant and is/are absolutely not attributable to Consultant, D.D.A. may in its sole discretion and upon such terms & conditions as may be deem fit by it, extend the stipulated period by a maximum period of six months.
- If the work is not completed even in the extended time, the work shall stand withdrawn from the Consultant and the Agreement shall stand lapsed. In such a case, Consultant may be paid up-to the stage till which the work has been done by it, subject to the condition that the reason for not completing the work in time is absolutely not attributable to the Consultant and/or the reason is absolutely beyond the control of the Consultant. It is an admitted clause that under any circumstances, Consultant shall not be paid any other amount whether towards loss of profit or damages or costs or interest or on any other ground.

Annex - 4**Bank Guarantee for Performance Security /Guarantee***(Refer Clause 2.13)***FORM OF PERFORMANCE SECURITY /Guarantee****BANK GUARANTEE BOND**

1. In consideration of the Lt. Governor of Delhi (hereinafter called “the DDA”) having agreed under the terms and conditions of Agreement no. _____ dated _____ made between _____ and _____ {hereinafter called the said Consultant(s)} for the work _____

(hereinafter called the said Agreement) having agreed to production of a irrecoverable Bank guarantee for Rs. _____ only) as a Security /Guarantee from the Consultant (s) for compliance of his obligations in accordance with the Terms & Conditions in the said Agreement, We _____ (hereinafter

referred to as “the Bank”) (Indicate the name of the Bank) hereby undertake to pay to the DDA an amount not exceeding Rs. _____ (Rupees _____ (Rs _____ only) on demand by the DDA.

2. We _____ do hereby undertake to pay the amounts due and _____ (Indicate the name of the Bank) payable under this Guarantee without any demure, without asking any reason and merely on receipt of demand from the DDA stating that the amount is payable by the Consultant. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs _____ only.)

3. We, _____ (indicate the name of the bank) _____ the said bank further undertake to immediately pay to the DDA any money so demanded without any objection and notwithstanding any dispute or disputes raised by the Consultant(s) in any proceeding, pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant (s) shall have no claim against us for making such payment.

4. We _____ (Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DDA under or by virtue of said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the DDA certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant (s) and accordingly discharge this Guarantee.
5. We _____ (Indicate the name of the Bank) further agree with the DDA that. The DDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the DDA against the said Consultant(s) and to for bear or enforce any of the terms & conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act of omission on the part of the DDA or any indulgence by the DDA to the said Consultant (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so reliving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consutant.
7. We _____ (Indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the DDA in writing.
8. This Guarantee shall be valid upto _____ unless extended on demand by DDA, Not-with-standing anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guaranteed all our liabilities under this guarantee shall stand discharged.

Dated _____ the _____ day of _____ 2020 _____ for

_____ (indicate the name of bank)

For _____

(Indicate the name of the Bank)

Annex- 5

INTEGRITY PACT

To

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

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

Dear Sir,

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

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

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

Yours faithfully

Executive Engineer

INTEGRITY PACT

To

Executive Engineer

.....

.....

Sub: Submission of Bid for the work of

Dear Sir,

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

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of bid documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP. The entire RFP document shall also form an integral part of the Agreement and in addition to any other terms & conditions of the Agreement; the parties shall always remain bound by all the stipulations, clauses and terms & conditions mentioned in the RFP.

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

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

INTEGRITY AGREEMENT

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

BETWEEN

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

(Name of Division)

D.D.A. (Hereinafter referred as the

(Address of Division)

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

AND

.....

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

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

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

Preamble

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

(Name of work)

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

AND WHEREAS the Principal 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 aforesaid both the parties have agreed to enter into this Integrity Agreement(hereinafter referred to as **“Integrity Pact”** or **“Pact”**),the

terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contact between the parties.

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

Article 1: Commitment of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

Article 2: Commitment of the Bidder(s)/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 tendering process and throughout the negotiation or award of a contract.

- 2) The Bidder(s) Consultant (S) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
- a) The Bidder(s)/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 Tender Process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidders(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 tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3) The Bidders 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 be fall upon a person. his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 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 Consultant shall have powers to disqualify the Bidder(s)/ Consultant(s) from the Tender 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 Performance Guarantee/ Security Deposit:** If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate /determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its

considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ 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 form the Tender Process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender Process or action can be taken for banning of business dealings/holiday listing of the Bidder/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, in 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 principle laid down in this agreement/Pact by any of its Sub-Consultant/sub-vendors.
- 2 The Principal/Owner will enter into Pacts on 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 Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article-6 - Duration of the Pact.

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/ Owner, who has floated the tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the 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 intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or Interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law

and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contact documents with regard any of the provision covered under this Integrity Pact.

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Consultant)

WITNESSES:

1.

(Signature, Name and Address)

2.

(Signature, Name and Address)

APPENDIX-I

Form-1

(See Clause 2.1.3 of RFP)

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Sub: Appointment of a Consultant for the development of 'Delhi Cyclewalk',

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the 'Delhi CycleWalk – Phase I'. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.5 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.10 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

The contents of RFP document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in it's entirety, it is not permissible to put any remarks/conditions in the tender document and the same has been followed in the present case. In case, these provisions of the tender if found violated after opening of tender, I/We

agree that the tender shall be rejected and DDA shall without prejudice to any other right or remedy be at liberty to cancel the contract.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2

Statement of Legal Capacity

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

Ref. Date:

To,

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

Dear Sir,

Sub: RFP for Consultant:Project

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

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

APPENDIX-I

Form-3

POWER OF ATTORNEY

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

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

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

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

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

Notes:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- ii. *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

APPENDIX-I

Form-4

Drawings Depicting Project at Concept Stage.

Deliverables for Technical Proposal

For the technical proposal the Consultants must submit maximum Eight (8) numbers of A1 size sheets/panels in horizontal format explaining the approach and the design content.(3 sets of all Drawings).

1. The content of the drawings is left open to each team to decide what best communicates the concept and solutions to the jury, however the proposal should include the following visual materials:

An overall Master Plan Of “**The Delhi CycleWalk – Master Plan Concept**”
&

Comprehensive Conceptual Design for the “**Delhi CycleWalk - Phase I**” showing the concept, main design features, elements, and organization of the scheme, methodology, sustainable approach together with key visuals.

- i. Illustrative design with human-scale experiential renderings of the key design areas showing key levels, details of proposed materials and finishes.
 - ii. Visual materials and illustrative drawings may include: Comprehensible site plans, Sections, 3D sketches, photographs, walkthroughs etc.
 - iii. All drawings have to be laminated.
 - iv. The drawings and documents shall be provided in both AutoCAD and PDF versions in pendrive for coordination.(3 sets).
2. Design report: (3sets)
 - i. Design report expanding on the material presented on A3 (420mm x 297 mm), with additional explanatory sketches and drawings.
 - ii. Description of overall scheme and design approach outlining how the proposal meets the requirements and address the Authority’s aspirations for the Delhi CycleWalk - Phase I Project.
 - iii. An outline of the design concept proposed, including an outline of key components, proposed materials and finishes.
 - iv. Description of nature of activities both remunerative and non-remunerative components to establish its social, economic and environmental sustainability to ensure successful realization of the project.
 3. Audited financial statements for the last three years (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period).

APPENDIX-II

Form-1

FINANCIAL PROPOSAL

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

Sub: Providing consultancy for Proposal for “The Delhi CycleWalk – Master Plan Concept” & “The Delhi CycleWalk – Phase I”

Sir,

I/We, the understand, offer to provide the consulting services for **Providing consultancy for Proposal for “The Delhi CycleWalk – Master Plan Concept” & “The Delhi CycleWalk – Phase I”** at South Delhi In accordance with your request for proposal dated 29.01.2020 i.e. the date of publication, and our proposal (Financial Proposal). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all taxes and duties as applicable. Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period/extended validity period of the proposal. We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

(Signature, Name and Designation of the Authorized Signatory).

(Name and Seal of the Applicant)

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

APPENDIX-II

Form-2

FINANCIAL PROPOSAL

Price Proposal for Design Consultancy

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

Note:

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

Signature of consultant/ Authorized representative _____
(Name and seal of the applicant/ Lead Member)