

**Architectural, Structural and other Engineering
Design Consultancy for remaining work of
construction of multi-storey office complex
Zonal Office of Shah. (South) at Karkardooma
Industrial Area, East Delhi**



**EAST DELHI MUNICIPAL CORPORATION
Office of EE(Pr)-I, Shahdara South Zone
E-1/12, Krishna Nagar, Delhi-110051**

EAST DELHI MUNICIPAL CORPORATION

Architectural Structural and other Engineering Design Consultancy for remaining work of construction of multi-storey office complex Zonal Office of Shah. (South) at Karkardooma Industrial Area, East Delhi

Bidding Schedule

1	Date of issue of Notice	14.10.2020
2	Pre-Bid Meeting	23.10.2020 at 3.00PM
3	Last Date of purchase/download of document	03.11.2020 upto 10.00AM
4	Last Date Bid Preparation and Hash Submission	03.11.2020 upto 12.00PM
5	Last Date of Closing of Bid	03.11.2020 upto 12.00PM to 17.00 PM
6	Last Date of re-encryption of online bid	05.11.2020 upto 15.00PM
7	Last date for submission of Technical Bid & Financial Bid	05.11.2020 upto 15.00PM
8	Opening of Technical Bid	05.11.2020 at 15.30PM
9	Opening of Financial Bid (Tentative)	25.11.2020

Note: The unregistered bidders participating in the tender process are required to be register in open category with EDMC/ MCD on www.mcdetenders.com for participation.

**EE (Project)-I, Shahdara (South)
EDMC**

Architectural Design Competition—for selection of consultant for proposed construction of Multi-Storey Office Complex (Zonal Office of Shah. South) at Karkardooma Institutional Area, East Delhi

A. INTRODUCTION

EDMC has approximately 7132 sqmt. of land at Karkardooma, Institutional Area, East Delhi, which is presently being utilized for Shahdara (South) Zonal Office in total floor area approx. 2216 sqmt. EDMC intends to utilize this land for construction of additional blocks for the purpose of office and other permitted use as per the provisions of MPD-2021. Accordingly, approx. 12050 sqmt. area (FAR) is being proposed for construction.

The scheme aims is to provide office space, canteen, conference hall etc. In addition, a significant focus of the scheme is also to generate the revenue for EDMC by way of construction of Office Building in Public-Private Partnership (PPP) mode or otherwise. The approximate existing structure/coverage at site under reference has been detailed out as below:

Schedule of Areas

Plot Area (Approx.)	=	7132.6 sqmt.
Existing Ground Coverage	=	429.1 sqmt.
Existing FAR	=	2216.04sqmt.
Permissible Ground Coverage	=	30%
Permissible FAR	=	200
Height	=	No restriction (subject to approval of Airport Authority of India and CFO)
Activity permissible Residence/Residential	=	Govt. Office, Watch and Ward maintenance staff (maximum 5% of FAR), Retail Shop of Chemist, Book and Stationery, Consumer Store, Canteen, Post Office, Bank Extension Counter etc. Public Sector Undertaking/Commercial Offices (restricted to 10% of the total FAR).

This tender is for balance consultancy work of this project.

The list of balance work of this project is mentioned at section-12 of this document. It must be noted that some of the items of BOQ may be dispensed with as per site conditions of project.

B. GENERAL CONDITIONS

1. Invitation :

East Delhi Municipal Corporation (EDMC) invite consultant to submit financial bid alongwith designs in an open two bid system for proposed office building (Zonal Office Shahdara (South) Zone complex at Karkardooma Institutional Area. Delhi in accordance with the following guidelines, conditions and instructions for the balance work:-

- 1.1 The word consultant shall mean consultant including those in private and or Public sectors, Institutions/Corporation having valid Registration with Government at the time of application at the time of application.
The Assessors decision as to the eligibility for participation of a competitor shall be final.
- 1.2 The applicant shall submit a photo copy of his registration with council of Architecture and his professional Qualifications. If the application is made by the firm, the photo copy of the registration of the Architect partner/proprietor shall be submitted.
- 1.3 The design of building is already finalized and construction work is in progress. The consultant is to provide details as per BOQ which can be downloaded from mcd/edmc website at following link of tender notice number / NIT No. 24 dated 09.12.2016. The link is http://mcdonline.gov.in/tri/edmc_mcdportal/newtenderlist.php. It is suggested that the bidding consultant must visit site to know the 1st hand information regarding the extent of work done and balance consultancy work required at site. The tender will have two phases viz technical bid and financial bids for engagement of consultant for the proposed building shall be opened in respect of only those bidder who reach and participate in second stage of tender. Financial bid have to be submitted in separate sealed envelope which shall be super scribed as: -
 - a) Envelope-1:- For technical bid etc.
 - b) Envelope-2 (in seal cover): Financial Bid, the format of price bid marked F-1 duly filed up shall be submitted in this envelope. The quoted consultancy fee has to be indicated for all remaining works at site.
 - c) Financial Bid of successful bidders in technical bids will be opened after selection of them by the Committee and work will be awarded after evaluation of both stages categories i.e. technical bid and financial bid.
 - d) Deleted.
 - e) The Quoted Price in Financial Bid shall be inclusive of all applicable taxes & nothing extra shall be paid.
 - f) Applicant shall submit an undertaking that they shall abide by the rules/laws governing such contracts from the financial, legal or other aspects as applicable and pay taxes, duties and other statutory deductions as applicable. The undertaking only in this language/format shall be submitted with the application form on firms letter head.

SUMMARY EVALUATION SHEET (FOR TECHNICAL AND FINANCIAL BID)

1. Eligibility Criteria

- a) Bidder should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last date of submission of bids with Central / State Government Department/ Central Autonomous Body/ State Autonomous Body/

Central Public Sector Undertaking/ State Public Sector undertaking /City Development Authority/ Municipal Corporation of City formed under any act by Central/ State Government.

- i) Three similar works each amounting to not less than Rs. 14.00 lacs or two similar works each costing not less than Rs. 21.00 lacs or one similar work costing not less than Rs. 28.00 lacs.
- ii) Similar works shall mean the consultancy work of comprehensive design of Multi Storey Buildings (Minimum 5 storey), RCC framed structure with all facilities of Civil, Electrical, PHE, Lift, HVAC, Water Supply, Fire etc.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

- b) Should have had average annual financial turnover of at least of 100% of tender value during the immediate last three consecutive financial years ending 31st March 2020.
- c) Should have not incurred any loss in more than two years during the last five years ending 31st March 2020.
- d) Should have s solvency of Rs. 30.00 Lacs.

The financial evaluation would be done only for successful bidders who qualify in Technical Bid. The financial evaluation would be based on the total cost to the department which shall include the cost of carrying out all the services as well as those taxes, duties, fees, levies and any other charges.

Without prejudice to the above, in order to assist in the evaluation of applications, EDMC may, at its sole discretion, ask any Applicant for any clarification on its Application which shall be submitted within a stated reasonable period of time as decided by EDMC. Any request for clarification and all clarifications shall be in writing within said prescribed period.

If an Applicant does not provide clarifications requested by the date and time set by the EDMC request for clarification, its Application is liable to be rejected. For this purpose a Pre-bid meeting for clarification has been fixed as described at the start this document.

2.0 Assessing Committee

The technical bid will be evaluated by a committee constituted by department. Shall have the powers to disqualify the entries on the following grounds :-

- 2.1 If an entry is received after the expiry date of submission of technical bid.
- 2.2 If the entry does not give substantially the accommodation asked for or does not fulfil the requirements outlined in this document.
- 2.3 If any of the conditions/instructions other than those of suggestive character are disregarded.
- 2.4 If a bidder(s) discloses his/their identity or attempt to influence the decision of the assessors.

- 2.5 Inaccuracies in measurements in drawings and or other related details.
- 2.6 If it exceeds the limit of the site as shown on the plan issued by EDMC (Figured/ Site Dimensions shall be adhered to).

3.0 Reward: (Deleted)

4.0 Submission of Bids:

- 4.1 The applicant is required to submit a written application for the guidelines of bidding enclosing a demand draft for Rs. 1000/- only, for each entry in favour of Commissioner, EDMC and should reach on or before on the dated as indicated in bidding schedule addressed to the EE (Project) Shahdara (South), E-1/12, Krishna Nagar, Delhi-110051 or can be downloaded from Website www.mcdonline.gov.in. In case document is downloaded from website demand draft of Rs. 1000/- is to be submitted along with proposal.
- 4.2 Consultant should enclose their detailed Bio-Data and list of project executed with the submission. The last date of submission is indicated in bidding schedule. Prospective participants can seek any other information/clarification with prior intimation on email eeprshahsouth@gmail.com in the pre-bid meeting which will be held in the office of CE Shah. South located at 419, Udyog Sadan Patparganj Industrial Area, Delhi-110092.
- 4.3 Deleted.

5.0 Rules and Regulations:

- 5.1 Deleted.
- 5.2 Deleted.
- 5.3 EDMC or any partner, associate or employees of either shall not compete/assist a competitor or act as bidder, or joint bidder, for the proposed bidding.
- 5.4 Every participant will also submit soft copy/copies of his bids in addition to hard copy/copies. The drawings should be preferably in .dwg format

6.0 RIGHTS:

EDMC has the right to accept or reject all the bids without assigning without any reason.

7.0 Termination of Bidding:

If against all expectations entertained by EDMC, the decision of the Committee is that none of the scheme/design/ideas in bidding in stage I could be regarded as successful then the bidding will be treated as terminated.

EDMC may for reasons unforeseen, terminate the bidding.

8.0 Exhibitions :(Deleted)

9.0 Modification : (Deleted)

10.0 Appointment of Consultant:

- 10.1 Deleted.
- 10.2 EDMC on the terms given here under in this document will enter into an agreement under seal with the consultant/Firm setting forth the terms of his engagement.

- 10.3 The professional services will include but not limited to preparation of architectural drawings, detailed layout, detailed services design and drawings (good for construction) including water supply and sewerage, STP, Settings of locations, outer development, Finishing Design/ Patterns, Internal Partitions, Gate and all other components essentially needed to completed the project, Fire, HVAC, Electrical, Interior and furnishing, parking/ circulation, land escape, working drawings, structural drawings, services drawings, preparation of as built drawings of structure as well as all services standard measurement book etc. The balance consultancy work is described in section 12, which is for reference only. However, all the remaining design / drawings are to be provided by the successful bidder / consultant.
- 10.4 The consultant thus appointed shall be responsible to obtain all statutory approvals from authorities as required for construction and occupancy, all completed for the project.
- 10.5 The construction of the project will be carried out under the supervision of the representatives of the EDMC. Consultant/ Firm so appointed will be required to maintain a close co-ordination with the Corporation representatives to ensure that the construction is carried out in accordance with the Plan/ drawings/ designs/ details /specifications prepared by the consultant.
- 10.6 The EDMC reserves the right to get part of the services done through other agencies at the risk and cost of consultant so selected in case of failure on his part.
- 10.7 The consultant will attend all phone calls of EDMC officials without fail.

11.0 Performance Guarantee Deposit (PGD)

The successful applicant shall deposit a bank guarantee issued from any nationalized/scheduled bank to the tune of 5% of his accepted price in favour of Commissioner, EDMC valid initially for a period of 2 years which can be extended upto the completion of the projects by the agency itself. In case of requirement of extension of bank guarantee such extension will have to be submitted before one month of expiry of the existing validity. This performance guarantee will have to be a submitted/deposited within 14 days of issue of letter of award.

12.0 Terms of payment :-

No advance payment of fee shall be made. Payment schedule will be as follows:

Payment Stages and milestones	Payment in percentage of total awarded consultancy value	Current Status (New Scope of work)
During Construction Stage In proportion to accepted financial progress	65%	Details of remaining work is mentioned at 12A & 12B.
Post Construction Stage On completion & commissioning of Project and certification of satisfactory defect removal	35%	

10% of passed bill for consultancy fee will be deducted upto the extent of 5% of total consultancy fee as security which will be released after completion of defect liability period along with performance guarantee.

Recoveries for GST, Income Tax, Education Cess or any other tax as per prevailing statutory requirements shall be made from the payment made periodically to the consultant.

During construction stage the contractual value of the execution contract will be considered as project cost of balance work.

Excess or less already paid or to be paid in any stage will be adjusted in next stage in five consecutive bills.

12.A Details of Scope of Work remaining (Civil):-

Civil, Structural, Interior & Architecture Requirement by Design Consultant

- 1) Structure Floor Plan and beam details (From 9thFloor to Mumty Level) of **Block – C**. All complete.
- 2) Structure Floor Plan and beam details (Terrace floor and Mumty Level) of **Block –A**. All complete.
- 3) Architectural Floor Plans. All complete.
- 4) All Finishing work Drawings (Schedule of finishing, Door window schedule, Railing Details of stairs Toilet Details etc.) All complete.
- 5) External Development drawings (Updated site plan, boundary wall details, Entry and Exit main Gatedetails, site storm water drainage layout, Sewer pipe line layout, Landscape details etc.) All complete.
- 6) UG tank drawing (Structural and architectural details). All complete.
- 7) STP schematic clearance for action by contractor. All complete.
- 8) Rain Water Harvesting. All complete.
- 9) Plumbing Drawing (upper basement to terrace floor of **Block – C & A**), General Notes and details of fixture with indicative diagram, Plumbing floor plan. All complete.
- 10) All Electrical Service Drawings (Electrical HT & LT, HVAC, Fire Fighting, CCTV, Lighting Management System and Building Management System etc.) detailed separately.
- 11) Any other component need to complete the whole project.
- 12) Work of old existing building and its surrounding development.

12.B Details of Scope of Work remaining (Electrical):-

REQUIREMENT OF GFC & SLD DRAWINGS FOR WORK OF ZONAL BUILDING KARKARDOOMA

Sr. No.	SUB-HEAD	DESCRIPTION	BLOCK C	BLOCK A	REMARKS
1	PART A	11KV HT PANEL BOARD			Sub-Station layout, cable layout, Earthing layout
2	PART B	DRY TYPE TRANSFORMER			
3	PART C	EARTHING SYSTEM			
4	PART D	SAFETY ITEMS			
5	PART E	HT CABLE & CONTROL CABLE			
6	PART F	D.G. SETS			Layout of DG set, Cooling Tower, Exhaust pipe & size & cable layout
LV SIDE					

1	PART A	PANELS & DISTRIBUTION BOARD	Lower Basement to 11th floor	Ground floor to Fifth floor	Layout arrangement for panels
2	PART B	BUS BAR TRUNKING & RISING MAIN	Upper basement to 11th floor	Ground floor to 5th floor	Layout
3	PART C	POINT WIRING	3rd floor to 11th floor	3rd floor to 5th floor	Lighting Layout, Power Layout, Reflected ceiling plan, Data & Telephone in workstation, Raceway for workstation, Cable tray Layout, FDB & MDB Layout & DB Details
4	PART D	CABLES & CABLE TRAY			LT Cable Layout
5	PART E	LIGHTING FIXTURES			Provision of dimmer lights & Provision of normal lights
6	PART F	LIGHTING MANAGEMENT SYSTEM	All floors	All floors	Layout arrangement
7	PART G	DATA & VOICE SYSTEM	All floors	All floors	Layout arrangement
8	PART H	FIRE ALARM SYSTEM	3rd to 11th floor	3rd to 5th floor	Layout for Fire Alarm system
9	PART I	CCTV CAMERA & BIOMETRIC SYSTEM	CCTV: 3rd floor to 11th floor Biometric: All floors	CCTV: 3rd floor to 5th floor Biometric: All floors	Layout for CCTV & Biometric System
10	PART J	EARTHING			Earthing Layouts
11	PART K	LIGHTNING PROTECTION SYSTEM			Layout for Lightning protection
12	PART L	EXTERNAL LIGHTING			Layout for external lighting
13	PART M	ELEVATORS			
14	PART N	UPS	All floors	All floors	UPS panel layout
15	PART O	FLOOR ENERGY METER	All floors	All floors	Layout for floor energy meter
16	PART P	FIRE PROTECTION GAS			Layout for the system
17	PART Q	SOLAR PHOTOVOLTAIC SYSTEM			Layout for whole system
HVAC					
	PART A	PART "A" VRV / VRF EQUIPMENTS			VRV Outdoor Unit Layout, HVAC Indoor Layout, Refrigerant Piping Layout, Layout of HVAC panel for Outdoor Unit, Basement ventilation fan & ducting layout as per DFS requirement
	PART B	PART "B" INDIGENOUS HVAC EQUIPMENTS			
	PART C	PART "C" BALANCE HVAC WORK			
	PART D	PART "D" ELECTRICAL WORK			
	PART E	PART "E" BMS WORK	All floors	All floors	Layout drawings
FIRE FIGHTING					
		Fire Fighting Pipes & Valves			Layout for yard hydrant system

		Fire Fighting Equipments & Accessories for Internal Hydrant S/m	3rd to 11th floor	3rd to 5th floor	Layout for hydrant, sprinkler & portable extinguisher
		Automatic Sprinkler System			
		Portable fire extinguisher			
		Fire Pumps & Electrical Works			Layout of fire pumps
		Electrical System for Fire Fighting			Layout for electrical panels for fire fighting
IN ADDITION TO ABOVE, FOLLOWING LAYOUT DRAWINGS ARE REQUIRED					
1		Sub-Station			Layouts of these are required
2		Fire Fighting Pump Room			
3		DG Set			
4		Control Room			
5		VRV Units			
6		All System drawings for Block-B			
THERE IS NO PROVISION OF FOLLOWING ITEM IN BOQ					
1		Provision of Capacitor Panel			
2		8500 nos normal light fittings			

Timeline of deliverables:

1. Design and drawings of Civil work : Within 15 days of award of work.
2. Design and drawings of Electrical work : Within 15 days of award of work.
3. Design and drawings of HVAC work : Within 15 days of award of work.
4. Design and drawings of Fire work : Within 15 days of award of work.
5. Design and drawings of other works : Within 15 days of award of work.
6. All other deliverables must be completed within two months.
7. Overall supervision/ advise / consultancy till completion and hand over of project to the user Department.

C. GENERAL INFORMATION & INSTRUCTIONS

1.0 Plan of the site with the conditions indicating its size and location is annexed herewith.

2.0 Deleted.

3.0 Deleted.

4.0 Programme

4.1 It is the intention of the EDMC to have an integrated, comprehensive proposal indicating clearly the forms, sitting of the various activities, vehicular and pedestrian traffic, adequate parking, landscaping proposals etc.

As the proposed site is to house various activities and departments, consultant should in finalising their concept give special consideration to :

- (a) Provision for security arrangements regarding entry.
- (b) Separate access as feasible for Deliberative Wing, Executive Wing and Cultural/ commercial Wing.
- (c) Provision for vehicular and pedestrian traffic and parking both for public and staff.
- (d) Adequate space for outdoor reception to honoured guests of the EDMC.
- (e) Provision for canteen (s) in each Wing.
- (f) Space efficiency
- (g) Green Building Concept

4.2 Requirements for the proposed (Total plot area-7132 sqmt. approximately are categorised under the following Main Headings.

- a)** Office of Deliberative Wing
- b)** Office of Executive Wing
- c)** Committee Room/ Meeting Hall
- d)** Services Facility
Bank/Post/TelegraphOffice/Canteen/Restaurant/Co-Operative Store/Public Dispensary.
- e)** Other Commercial establishments as admissible

5.0 Jurisdiction

The disputes, if any, arising between the consultant and EDMC shall be resolved amicably, failing which it shall be referred to an Arbitrator, appointed by the Commissioner, EDMC as per the relevant provisions under Arbitration and Conciliation Act, 1996. Alternatively, this shall be subject to the exclusive jurisdiction of courts at Delhi/New Delhi.

6.0. Instruction to Bidders:-

- i) Envelope -I containing Technical Bid, Tender Cost, EMD.
- ii) Envelope -II containing Financial Bid
- iii) Envelope -III containing envelope I & II

6.1 Submission of Proposal

The instructions for submitting proposals in response are as under:-

- i.** The proposals submitted in response to bidding and all associated correspondence shall be written either in English or in Hindi. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the proposal.
- ii.** The financial proposal should be quoted both in figures and words and in case of any

- discrepancy: the bid quoted in words shall be treated as final.
- iii. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals received prior to the closing time and date for receipt of proposals shall be taken as valid.
 - iv. Technical bid - Bids will be opened first. After evaluations of technical bids, the successful bidders' financial bids shall be opened.

7.0 Validity of proposals submitted

The rates quoted shall remain valid till finalization of selection or minimum 180 days from the last date for submission of bids prescribed in this document whichever is earlier.

8.0 Clarification on proposals submitted

EDMC may, at its discretion, ask the respondents for clarifications/additional documents on their proposals which the applicants are required to respond within the time frame prescribed by EDMC.

9.0 Conflict of Interest

The consultant shall not receive any remuneration in connection with the assignment except as Provided in the Contract. The consultant and its affiliates shall not engage in consulting activities or as otherwise that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:

- (i) **Conflict between consulting activities and procurement of goods, works or services:** A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- (ii) **Conflict among consulting assignments:** Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

- (iii) **Relationship with EDMC Department's staff:** Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of EDMC

Department's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work

10.0 Fraud and Corruption

It is required that the bidders submitting proposal and the consultant agency selected through this RFP must observe the highest standards of ethics during the process of selection of project consultant and during the performance and execution of contract.

For this purpose, definitions of the terms are set forth as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the department or its personnel in contract executions.
2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after proposal submission) designed to establish proposal process at artificially high or non-competitive levels and to deprive the EDMC of the benefits of free and open competition.
3. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
5. EDMC will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, or unfair trade practices.
6. EDMC will declare a consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

11.0 Application

The general conditions of contracts shall apply to the extent that provisions in other parts of the contract do not supersede them. For interpretation of any clause in the proposal or Contract Agreement, the interpretation of EDMC shall be final and binding.

12.0 Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal consultant. The consultant subject to this contract for selection performing the services under the project from time to time. ie for the services performed by it or any of its personnel on behalf of the consultant hereunder.

13.0 Standards of Performance

The consultant shall perform the services and carry out its obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and

practices. The consultant shall always act in respect of any matter relating to this contract as faithful advisor to the department. The consultant shall always support and safeguard the legitimate interests of EDMC, in any dealings with the third party. The consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The consultant shall conform to the standards laid down in this document in totality.

14.0 Consultant's Downstream Business Interest

The consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business.

15.0 Performance Assessment

1. This Document is for selection of the consultants through open competition for execution of the assignments under contract from time to time. If during execution of the contract, following problems are found, then a penalty of 0.25% of the contract value per week (subject to maximum of 10%) may be imposed by EDMC as deemed fit.
 - a) Quality of deliverable is not up to the mark, (till the quality is improved to the required extent).
 - b) Delays in deliverables.
 - c) Not assigning adequate resources in time.
 - d) Not deploying resources on a dedicated basis, when required.
 - e) Assigning resources that do not meet EDMC's requirements.
 - f) Inadequate interaction with EDMC.
 - g) The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.
2. If the delay is beyond 10 weeks then EDMC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the consultant. The consultant may be debarred for applying in future project consultancy assignments in EDMC.

16.0 Disqualification

EDMC may at its sole discretion and at any time during the evaluation of proposal disqualify any respondent, if the consultant

- (i) Submitted proposals with conditions
- (ii) Submitted proposals after the response deadline.
- (iii) Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
not accompanied by required documentation or is non-ormance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- (vi) Failed to provide clarifications related thereto, when sought.
- (vii) Submitted more than one proposal.
- (viii) Was declared ineligible by the Government of India/State/UT Government/ULBs/ PSUs for corrupt and fraudulent practices.
- (ix) The bid documents are sent electronically.

17.0 Termination

The contract can generally be terminated if:

- a) The term of Contract expires
- b) Non-performance during the execution of project
- c) Performance is below expected level.
- d) Non adherence to the timelines of the project.
- e) Quality of work is not satisfactory.

18.0 Termination for Insolvency, Dissolution etc.

EDMC may at any time terminate the contract by giving written notice to the consultant, if the consultant becomes bankrupt or otherwise insolvent or in case of dissolution of consultant/company or winding up of firm/company. In this event termination will be without compensation to the consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to EDMC.

19.0 Termination for convenience

EDMC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for EDMC's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

20.0 Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding consultants or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any corresponding form of confidential information related to the process may result in rejection of its proposals.

21.0 Proposed form of Contract Agreement

The operating clauses would emerge from the technical and financial processes finalized with the firm selected for the project and will include all tender documents and correspondence held before finalization. In addition, the empanelment contract will inter-alia include the following terms:

21.1 Deliverables

The Deliverables of the project would be as per details given in the Deliverables of this document at section 10 and 12 A & B of section-B. The final list of Deliverables would be finalized during contract execution with the selected consultant.

21.2 Payment Terms and Schedule

The schedule of payment is as provided in this Document. A bill in triplicate shall be submitted as mentioned by consultant appointed.

21.3 Time Period

The period of completion of the consultancy services will be till completion of whole project including works in old building. In case of delay not attributable to the consultant the completion period shall stand extended. However, the delay caused by consultant shall qualify for penal action.

21.4 Other Conditions

1. In case of failure to complete the work within the specific period (including extension of time, if any granted) or violation of any terms and conditions, EDMC shall be at liberty to cancel the contract and forfeit the performance guarantee and the firm shall also be liable to refund all the payment made to it along with interest thereon as decided.
2. In case of any force majeure, the selected firm shall inform in writing explaining the cause and seek the extension in executing the work.
3. The decision of the Commissioner, EDMC is final in awarding the contracts.
4. No TA/DA shall be claimed by the representative/workers of selected firm and the firm has to arrange for boarding and lodging of their employees.
5. The end product of the work assignment carried out by the Consultant, in any form, will be the sole property of EDMC.
6. The Consultant shall not outsource any part of the work to any other associate/franchisee/third party under any circumstances without the prior approval of EDMC.
7. The consultant shall perform the services and carry out its obligations under the contract with due diligence and efficiently, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standard recognized by national/international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The consultant shall always act, in respect of any matter relating to this Contract, as faithful advisors to EDMC and shall at all times, support and safeguard EDMC's legitimate interests.
8. The consultant automatically agrees with EDMC for honouring all aspects of fair trade practices in executing the work orders placed by EDMC.
9. In the event the consulting firm is taken over/bought over by another company, all the obligations under the agreement with EDMC, should be passed on to the new company for compliance by the negotiation for their transfer.
10. Non providing design and drawing in time by selected consultant or on demand of EDMC and the project get delayed on this account, the consultant will be fully responsible and EDMC will take penal action dilatory tactics of the consultants.
11. It will be the duty of consultant to provide consultancy till completion of whole project including old building.

21.5 Progress of the Project

Progress of the project will be intimated in writing to EDMC periodically the period that will be decided with mutual agreement.

21.6 Confidentiality

21.6.1 Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this contract or any other contract between the parties

These restrictions will not apply to any information which:

- a) Is or becomes generally available to the public other than as a result of a breach of an obligation under this clause; or
- b) Is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
- c) Is or has been independently developed by this recipient or was known to it prior to receipt

21.6.2 Notwithstanding clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub-clause(ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days notice in writing is first given to the other party.

21.7 Force Majeure

21.7.1 Force majeure clause shall mean and be limited to the following in the execution of the contract placed by EDMC:

- (i) War/hostilities
- (ii) Riot or Civil commotion
- (iii) Earth quake, flood, tempest, lightning or other natural physical disaster
- (iv) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the Firm, which prevent or delay the executive of the order by the Firm.

21.7.2 The Firm shall advise EDMC in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, EDMC reserve the right to cancel the contract without any obligation to compensate the Firm in any manner for what so ever reason, subject to the provision of clause mentioned.

3.21 Disclaimer

Proposals received late will not be considered and will be returned unopened to the participants.

EDMC reserves right to:

FINANCIAL BID

Format F-1

**Name of Work: Architectural Structural and other Engineering Design
Consultancy for remaining work of construction of multi-storey office complex
Zonal Office of Shah. (South) at Karkardooma Industrial Area, East Delhi.**

Offered bid for comprehensive consultancy - Rs./-
(in words -----)
inclusive of all taxes, levies etc.

Signature of participant

Name:

Address:

Mobile No. :

