Architectural Design Competition

GOLDEN OPPORTUNITY
For Reputed Architects to win Cash award, Certificate & Contract

Top three entries will be rewarded with a commendation certificate along with a prize of
₹1.00 lakh each.

Next two entries will also be rewarded with a commendation certificate and
₹0.5 lakh each.

East Delhi Municipal Corporation (EDMC) intends to construct a multi-storey office complex on a plot measuring approx. 7132 sqm in Karkardooma Institutional Area, East Delhi, presently being used for Zonal Office of Shahdara (South) Zone EDMC. The Design entries for construction of new building along with optimum use of existing structure including Conceptual Plan, Architectural Design etc. are invited from reputed architects registered with Council of Architects (with minimum 5 years of exp.) along with sealed financial bid for comprehensive consultancy.

Financial bid of top five successful participants will be opened after final presentation and submission of models by the participants and work for consultancy will be awarded to one of them on OCBS basis (70% for design and 30% for financial bid).

The tender form and other requirements can be had from the office of the EEl(Project), Shahdara (South) Zone, E-1/12, Krishna Nagar, Delhi-110051 (Phone No. 011-22092309) on payment of ₹ 1000/- or before 24th September, 2012 on any working day or can be downloaded from website: www.mcdeadline.gov.in

The last date of submission of tender is
28th September, 2012

COMMISSIONER

EAST DELHI MUNICIPAL CORPORATION
ISSUED BY DIRECTORATE OF PRESS & INFORMATION
Architectural Design Competition

EAST DELHI MUNICIPAL CORPORATION
419, UDYOG SADAN, PATPARGANJ
IN DL. AREA, DELHI-110092
MUNICIPAL CORPORATION

Architectural Design Competition—for proposed construction of multi-storey office complex
Zonal Office of Shah. (South) at Karkardooma Industrial Area, East Delhi

1. Date of issue of Notice : 24 Aug, 2012
2. Last Date of purchase/download of document : 24 September, 2012
3. Last Date of submission of entries: 28 September, 2012 upto 3:00 P.M.
4. Opening & Listing of entries : 28 September, 2012 at 3:30 P.M.

EE(Project), Shahdara (South) EDMC
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 block 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

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plot Area (Approx.)</td>
<td>7132.6 sqmt.</td>
</tr>
<tr>
<td>Existing Ground Coverage</td>
<td>429.1 sqmt.</td>
</tr>
<tr>
<td>Existing FAR</td>
<td>2216.04 sqmt.</td>
</tr>
<tr>
<td>Permissible Ground Coverage</td>
<td>30%</td>
</tr>
<tr>
<td>Permissible FAR</td>
<td>200</td>
</tr>
<tr>
<td>Height</td>
<td>No restriction (subject to approval of Airport Authority of India and CFO)</td>
</tr>
<tr>
<td>Activity permissible</td>
<td>Govt. Office, Watch and Ward Residence/Residential 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).</td>
</tr>
</tbody>
</table>

Accordingly, it has been decided to hold a competition for the Architecture Design of the said premises which will help to discover fresh talent with modern ideas and techniques to meet the needs of New Buildings for EDMC. The competition process will lead to selection of consultant with scope of work from beginning to end as detailed out here under in this document.

B. GENERAL CONDITIONS

1. Invitation:

The East Delhi Municipal Corporation (EDMC) invites Architects to submit financial bid alongwith designs in an open two stage competition for proposed office building (Zonal
1.1 The word Architect shall mean Architect including those in private and or Public sectors, Institutions/Corporation having valid Registration with Council of Architecture under the Architect Act 1972 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 competition will have two phases of design competition and financial bids for engagement of Architect for the proposed building shall be opened in respect of only those competitors who reach and participate in second stage of Architectural competition. Financial bid have to be submitted in separate sealed envelope alongwith the submission of concept design which shall be super scribed as

   a) Envelope-1:- For conception design 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 in percentage on the total estimated cost of project. The preliminary estimated cost which also includes consultancy Fees etc. is approx. 70.00 Crore.
   c) Financial Bid of successful second stage participants will be opened after selection of them by the Committee/ Board of Assessors and work will be awarded after evaluation of both stages categories i.e. design competition and financial bid. (QCBS Method).
   d) 70% weight-age will be given for assessment by the committee/Board of assessors and 30% for financial bid on QCBS Method.
   e) The Quoted Price in Financial Bid shall be inclusive of all applicable taxes.
   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 deduction as applicable. The undertaking only in this language/format shall be submitted with the application form on firms letter head.

SUMMERY EVALUATION SHEET (FOR DESIGN AND FINANCIAL PROPOSAL)

The financial evaluation would be done for only for successful second stage participants. 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.

The lowest financial proposal (FPMin/FP) will be given a score of 100 points. The financial scores of the other financial proposals (SF) will be calculated as:
The applicant achieving the highest combined competition and financial scores would be considered for award of consultancy contract.

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 with in 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.

2.0 **Board of Assessors**

The Design Entries and Relevant Details will be evaluated by a committee constituted of external as well as internal experts under Chairmanship of Addl. Commissioner/EDMC. Board of Assessors shall have the powers to disqualify the entries on the following grounds:

2.1 If an entry is received after the expiry date of competition.
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 competitor(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**

The design entries will be evaluated by a Committee constituted by EDMC comprising of external as well as internal experts. The participant will have to make a presentation to the Committee. First three entries will be rewarded with a commendation certificate alongwith a prize of Rs. 1.00 lakh, each. Next two entries will also be awarded with Rs. 50,000 each. However total number of rewards depends on assessment of participating competitors made by assessors qualifying for the second stage.

The Decision of Board of Assessors shall be final and binding on competitors.
4.0 Entering the Competition

4.1 The applicant is required to submit a written application for the guidelines of competition enclosing a demand draft for Rs. 1000/- only, for each entry in favour of Commissioner, EDMC and should reach on or before 24 Aug, 2012 (upto 3.00 p.m.) 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/entry.

4.2 Architects should enclose their detailed Bio-Data and list of project executed with the submission. The last date of submission is 28th September, 2012 upto 3:00 PM. Prospective participants can seek any other information/clarification with prior intimation on email arunkmcd@gmail.com from Sh. Arun Kumar, SE(Pr.)/EDMC on any working day upto 27th September, 2012 at Room No. A-1/104, Plot No. 419, 1st Floor, Udyog Sadan, Patparganj Indl. Area Delhi-110092.

4.3 Individual/firm (applicant) can submit multiple application/entries provided he makes separate complete submission for each entry.

5.0 Rules and Regulations:

5.1 The participants shall submit their conceptual design and the model (Crated where necessary) to a scale explaining their scheme, with a concise report to illustrate the scheme for each entry and submit the same EE (Project) Shahdara (South), E-1/12, Krishna Nagar, Delhi-110051 upto 3.00 p.m. on any working day upto 28th September, 2012.

5.2 Each entry shall be accompanied by a declaration in the enclosed form signed by the competitor or joint competitors stating that the design is his or their own bonafide work and that the drawing have been prepared under his or their own supervision/directions.

5.3 The EDMC/assessor or any partner, associate or employees of either shall not compete/assist a competitor or act as architect, or joint architect, for the proposed competition.

5.4 Every participant will also submit soft copy/copies of his entry/entries in addition to hard copy/copies. The drawings should be preferably in .dwg format.

6.0 RIGHTS:

The EDMC shall have the right to retain the drawings, designs, reports and the models of the entries identified by the Board of Assessors of the competition as their property subject to Indian copy right Act. The EDMC shall exercise all reasonable care but will not be responsible for loss or damages to drawings/models which may occurs either in transit or during exhibition, storage or packing.

7.0 Termination of Competition:
If, against all expectations entertained by the EDMC, the decision of the Assessors is that none of the scheme/design/ideas in competition in stage I could be regarded as successful then the competition will be treated as terminated.

The EDMC may for reasons unforeseen, terminate the competition.

8.0 Exhibitions:

The EDMC may exhibit all entries received in competition both in stage-I and stage-II along with the award of the assessors, at suitable place. The date and time of the exhibition shall be intimated to all competitors.

9.0 Modification:

The author of the design adjudged best or awarded with work if required shall modify his/their design to meet the reasonable requirement of the EDMC without any extra claim of any kind.

10.0 Appointment of Architect

10.1 It is the intention of the EDMC to appoint the author of one of the selected designs as Architect. If, however, the author of the design adjudged the best in terms of QCBS assessment do not have the required organisation to undertake the work or is not in a position to undertake responsibilities as Architect for the project, the EDMC will have the right to ask the author of the said design to associate with a firm, which is adequately organised in developing the design for construction. He will have to submit options to EDMC for selection of associates along with their credentials.

10.2 The EDMC on the terms given here under in this document will enter into an agreement under seal with the Architect/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 drawing including water supply and sewerage, Fire, HVAC, Electrical, Interior and furnishing, parking/circulation, land escape, bill of quantities, specification, tender document, working drawings, structural drawings, services drawings, justification, assistance in bid evaluation, preparation of as built drawings of structure as well as all services standard measurement book etc.

10.4 The Architect thus appointed shall be responsible for obtain approval of DUAC and other authorities as required for construction and occupancy.

10.5 The construction of the project will be carried out under the supervision of the representatives of the EDMC. Architect/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 Architect.

10.6 The EDMC reserves the right to get part of the services done through other agencies at the risk and cost of architect so selected in case of failure on his part.

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 quoted price taking initial cost of the project as Rs. 70.00 crore in favour of Commissioner, EDMC valid initially for a period of 3 years which can be extended upto the completion of the projects. 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:

<table>
<thead>
<tr>
<th>Payment Stages and milestones</th>
<th>Payment in percentage of total awarded consultancy value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre-construction stage</strong></td>
<td></td>
</tr>
<tr>
<td>- Submission and acceptance of detailed Architectural/services Drawing</td>
<td>35%</td>
</tr>
<tr>
<td>- Detailed Project Report, Estimate and approvals</td>
<td>5%</td>
</tr>
<tr>
<td>- Tender document submission, Bid evaluation and selection of vendor</td>
<td>15%</td>
</tr>
<tr>
<td><strong>During Construction Stage</strong></td>
<td></td>
</tr>
<tr>
<td>In proportion to accepted financial progress</td>
<td>45%</td>
</tr>
<tr>
<td><strong>Post Construction Stage</strong></td>
<td></td>
</tr>
<tr>
<td>On completion &amp; commissioning of Project and certification of satisfactory defect removal</td>
<td>20%</td>
</tr>
</tbody>
</table>

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.

At pre construction stage the consultancy fee will be derived taking the estimated project cost as Rs. 70.00 crore. During construction stage the contractual value of the execution contract will be considered as project cost. During post construction stage the actual completion contractual cost will be taken as reference for deriving consultancy fee. However, the completion cost will not include
Excess or less already paid or to be paid in any stage will be adjusted in next stage in five consecutive bill.

C. GENERAL INFORMATION & INSTRUCTIONS

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

2.0 Documents to be presented shall be as specified below:

2.1 All measurements must be indicated in Metres or infraction thereof.

2.2 The size of the drawings shall be preferable A0, A1 or A2 as per requirement.

2.3 All indications, lettering as well as explanatory notes shall be in English.

2.4 Signed declaration concerning the copyright and acceptance of competition rules and regulations.

2.5 All drawings shall be in hard as well as soft form preferably in .dwg format.

2.6 All items that are part of one entry i.e. all drawings, reports, photographs and sealed Envelope containing declaration form, registration number of the participant and LETTER OF IDENTITY and financial offer in separate sealed envelop should be putting and outer envelop which will be sealed and will contained the applicants name and address and “Entry for Architectural completion”.

2.7 One perspective drawing to illustrate design ideas.

3.0 Following documents to be presented by selected participants at second stage:

3.1 Detailed presentation.
3.2 Layout plan to a scale 1:400.
3.3 General floor plans, elevations and sections to scale 1:400
3.4 Block model of the project to a scale of 1:400.
3.5 Preliminary project report which shall explain, compliment and clarify the concept.
3.6 Layout plan to a scale of 1:400. The layout shall indicate site development, comprehensive land scape, movement of traffic Vehicular & Pedestrian, Parking etc.
3.7 Plans at each floor/level to a scale of 1:200.
3.8 At least two elevations of scheme to scale of 1:200.
3.9 At least two cross sections of the scheme to a scale of 1:200.
3.10 Three dimensional model (s) properly finished to a scale of 1:400 bearing Code Number only.

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

As the proposed site is to house various activities and departments, competitors 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:-

6.1 Submission of Proposal

The instructions for submitting proposals in response to the competitive selection are as under:-

i. The proposals submitted in response to this competition, 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.
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.
Relationship with EDMC Department

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 preparati

on 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 wor

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
The consultant subject to this contract for selection has complete charge of its personnel in performing the services under the project from time to time. The consultant shall be fully responsible 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

   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-responsive.

(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. 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. The final list of Deliverables would be finalized during contract negotiation 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.

21.3 Time Period

The period of completion of the consultancy services will be 3 years. 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 employee 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.

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.
21.6.1 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 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) Earthquake, 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 execution of the order by the Firm.

21.7.2 The Firm shall advice 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:
a) Reject any/all proposals without assigning any reasons thereof.

b) Relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of EDMC and the objective of the scheme without assigning any reasons thereof.

Name of Work: 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. Preliminary estimated Cost = 70.00 crore
b. Offered bid for comprehensive consultancy in % of cost = ........ % (in figure)/ .................... (in words)

c. Total consultancy fee inclusive of all taxes, levies etc. = ........ % × 70.00 crore = .................................. (in figure)/ ................................. (in words).

Signature of participant

Name :
Address :
Mobile No.:
Rough site plan of Zone office building complex site at Kerckendree Institutional Area, Sheldon (South) Zone.