Name of work: - Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

Sub Head:- The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South). SH: The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).</td>
</tr>
</tbody>
</table>

NIT No: EE(PR)Shah(S)/12-13/35 dated 29.12.12

Head of Account: XL-III-D-IV

TENDER DOCUMENT

Issued to

M/s __________________________________________
________________________________________________________________________
________________________________________________________________________
on ______________________________________________________________________

To be received upto 15.00 Hrs on 07.01.2013.

This document contains 1-33 Pages (from one to thirty three pages) including this page only.

EXECUTIVE ENGINEER (PROJECT)
SHAHDARA (SOUTH) ZONE
E-1/12, KRISHNA NAGAR, DELHI-110051
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<td>ANNEXURE आ</td>
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<td>ANNEXURE ब</td>
<td>FUNCTIONAL REQUIREMENT OF THE COMPREHENSIVE PLANNING AND DESIGN CONSULTANCY SERVICES FOR THE WORK OF Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).</td>
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<tr>
<td>20.0</td>
<td>FINANCIAL BID DOUCMENT</td>
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</table>
Sealed tenders are invited by the Executive Engineer, (Project), Shahdara (SOUTH) Zone, E-1/12, KRISHNA NAGAR, Delhi-110051 on behalf of Commissioner, EDMC from the empanelled architect of Architectural Department of EDMC upto 3:00 PM on 07.01.2013 for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South). SH: The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

**INSTRUCTIONS FOR THE CONSULTANT AND ARCHITECT**

The consultancy services for comprehensive integrated planning for

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</tr>
</tbody>
</table>

Following points need special attention of the participants:

- ‘Tender’ documents shall be issued to empanelled architect of Architectural Department, EDMC as per their eligibility for participation in the aforementioned work.

- Agencies has to submit the Tender Cost amounting to Rs.500/- which is non refundable and Earnest Money (EMD) amounting to Rs. 87,100/-/- in favour of Commissioner, EDMC and payable at Delhi. If rates are quoted without EMD, the tender will be out rightly rejected.

- After opening of tender, agreement in respect of the works shall be drawn with successful agency and the agreement shall subsequently be operated independently by the EE (PR) Shah (S) on behalf of Commissioner, EDMC.

1.2 **SUBMISSION OF BIDS:-**

The tender cost and earnest money should be submitted in one envelop and financial bid in other envelop. Two envelop shall be placed in one cover with the name of agency indicating name of work.

Complete document along with Tender fee and Earnest Money should be delivered to Executive Engineer by 3:00PM on 07.01.2013. Any proposal delivered after the due date and time will not be considered.

The first envelop i.e. ‘Tender Cost and Earnest Money Deposit’ will be opened first.

The financial bid i.e. the second envelop (which shall necessarily be sealed) shall be opened, who submitted the tender cost and earnest money.
In case of difference in the quoted rate in words and figures, amount quoted in words will be considered and final.

The general condition of EDMC is also applicable.

Unsealed price bid shall not be considered for evaluation and sent to the bidder unopened, in condition as received.

1.3 **TAX LIABILITY:** -

No other Tax, Cess and Levy except Services tax shall be paid to the consultant over their contract amount. In respect of service tax, same shall be paid by the consultant to the concerned department and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the consultant. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payment made periodically to the consultants.

1.4 **Proposal Validity Period:** -

**120 Days** from the date of Opening of Tender.
2.1 Requisite Tender Fees amounting to Rs. 500/- which is non refundable and Earnest Money amounting to Rs. 87,100/- in the form of (Bankers Cheque/DD in favour of Commissioner, EDMC payable at Delhi must be submitted alongwith the Tender document. No other mode/form of payment shall be acceptable.

2.2 No interest shall be payable by the department for the earnest money deposit.

2.3 No bank guarantee will be accepted in lieu of the earnest money deposit.

2.4 50% of EMD shall be forfeited by the Department.

   (a) If the proposal is withdrawn during the validity period.
   (b) If any modification is made in terms and Condition of this Tender Documents which is not acceptable to the department.

2.5 EMD shall be forfeited in full:

   (a) If the consultant does not start the work after award
   (b) If the consultant tries to influence the evaluation process.
3.1 The consultants shall sign and submit the "Letter of Transmittal" as given in Format A.

* The consultant has also to associate a Proof Consultant for independent checking of the structural design prepared by the consultant (As agreed by the consultant in Format A) for which no extra payment shall be made by the department.

DETAILS OF KEY PROFESSIONALS/PERSONNEL

3.2 The consultant shall furnish the "Details of Key Professionals/Personnel" in respect of following fields of specialization in Format B.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Field of Specialization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lead Architect</td>
</tr>
<tr>
<td>2.</td>
<td>Architect</td>
</tr>
<tr>
<td>3.</td>
<td>Structural Engineer*</td>
</tr>
<tr>
<td>4.</td>
<td>Electrical Engineer</td>
</tr>
<tr>
<td>5.</td>
<td>Fire Fighting</td>
</tr>
<tr>
<td>6.</td>
<td>HVAC</td>
</tr>
<tr>
<td>7.</td>
<td>Water Supply and Sanitary Expert</td>
</tr>
<tr>
<td>8.</td>
<td>Multipurpose Office Building Consultant</td>
</tr>
<tr>
<td>9.</td>
<td>Information Technology Professionals</td>
</tr>
<tr>
<td>10.</td>
<td>Landscape/Horticulture</td>
</tr>
</tbody>
</table>

ASSOCIATES CONSULTANT

3.3 The consultant shall furnish the "Willingness Certificate from concerned Associate Consultant" in Format C.
The consultant with lowest financial offer will be considered for award of work/assignment.

The consultant shall quote their rate in figures and words in terms of percentage of the cost of preliminary estimate of project along with work out contractual cost in rupees accordingly as prescribed in financial bid.

The rate quoted by consultant shall be inclusive of income tax, sales tax i.e. VAT, consumables, visiting charges, revision, modifications in design and drawing etc complete. Service tax as per actual payment shall be reimbursed on submission of payment details. Nothing extra shall be paid on this account.

EE (PR) Shah (S) reserve the right to accept or reject the offer if he observed that the technical staff/professionals will be deployed by consultant on this project is not adequate.

The recovery of income tax etc. will be made from the bill as per applicable rules.

The consultant may inspect the site of proposed construction, if they so desire before submitting their offers.
4.1 Standard Penetration test (5 No. up to 15m depth) and Dynamic cone penetration test (2 Nos.) along with report for bearing capacity of soil complete.

4.2 The consultant shall provide complete and comprehensive consultancy services i.e. Architectural & Structural consultancy including providing/integration and augmentation all services like Roads, Water Supply, Sewerage, Drainage, Electrical (i.e. Internal, Electric Installation, Sub Station, DG Sets, L.T. & H.T., Lift etc.) Solid waste Management, Rain Water Harvesting, Street Lightning, Landscaping, Security etc. Consultancy work shall include preparation of layout plan/location plan, Architectural/Structural Drawings i/c Proof Checking, Preliminary Estimate, Detailed Estimate, Bar chart regarding execution of work, Tender Document, obtaining all required approvals, Clearance from the Environment and all approval from DPCC required for execution of above project. Consultant shall also provide requirement and specification of equipments furniture required.

4.3 In addition any services/action/exercise required on part of the consultants in completing the project and making the Multipurpose Office Building functional is supposed to be included in the scope of work.

4.4 The Consultant/Architects are advised to see the site of work as per plan. The land belongs to client department. The consultant shall have to discuss the proposal with the Client Department, Field Staff & Other Senior Staff from EDMC.

4.5 The Consultant must apprise himself of all site factors, building laws and his offer must be complete in all respect including future expenditure requirements for site so that the project can remain fully functional & can be upgraded in respect of various services in future. If a new project/building is proposed to be in the existing functional campus then in such a case, the services to be designed for new project/building is to be integrated/augmented with the existing services and for which no extra payment shall be made.

**Green Building Design**

The consultant has to develop a Green Building Design as per TERI-GRIHA evaluation procedure in conjunction with ECBC Norms and National Building Code as per the requirement. Nothing extra shall be paid on this account.
PRELIMINARY PLANNING STAGE:

a) Site plan showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, structures, etc. shall be supplied by the employer and verified by the consultants. The consultants shall carry out detail survey with local station including sewerage and drainage plan with respect to available sewer and drainage connection of local authorities. The consultant will prepare general layout of all proposed buildings and services, preliminary sketches and designs including the model on a suitable scale. The cost of the model shall be approved and borne by the consultant. The Consultant would also show the existing buildings, if any and proposals as to which of these existing building have to be demolished. He would also give details of useful areas, service areas, circulation areas, plinth areas and principal employer with the view to provide information in respect of magnitude of work and its components, services and details of all such items involved including portions of existing building to be demolished if any.

b) Preliminary planning and designing of all internal and external utility services like fire fighting communication, air-conditioning, electrical, water supply, sewerage, soil waste disposal, storm water drainage, rain water harvesting, sub station, generator to back up the supply, UPS for computer and peripheral, IBMS provisions electrical communication, air conditioning, street lighting/compound lighting, fire fighting, acoustics, landscaping, interior design, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lightening indicating scope, specification and cost separately of such sub-heads.

However, the Employer reserves the right to exclude any of the above services from the scope of consultant’s work. In case of withdrawal of any services from the scope of consultant’s work at a later stage, the consultant shall be paid for the work done by him upto the date of withdrawal of such item/items of work and services.

16. Consultant shall obtain the approval of all competent authorities/statutory bodies necessary according to the local Acts, Laws, Regulations including environment clearance and all approvals from DPCC etc. and make any changes in drawings and model as desired by such authorities
(a) Preparation of detailed architectural, structural services drawings including drawings showing details of all utilities and services, internal and external, including and incorporating all revisions as in clause 5 and including details of specification of all special items of work that may be involved.

(b) Obtaining approval of employers and other authorities mentioned in Clause-5.0 and making any changes if required by the Authorities.

(c) Preparing and supplying Schedule of quantities (SOQ), alongwith details of calculation of all items of work for all work together with specification of all special items complete with detailed architectural drawings, foundations drawings and Superstructure drawings, detailed estimates on standard and norms of CPWD and tender documents to enable the Employer to invite tenders.
(a) Release of such architectural, Structural and Services drawings, specifications and
details which may be required for proper execution of the work.

(b) Obtain Employer’s approval for any material deviation in design or cost of the
working drawings, schedules and specifications from the approved scheme or
approved cost of the work.
(a) Undertake necessary periodic supervision and inspection as and when required by the Employer to verify that the works are being executed generally in accordance with the working drawings and as per architectural concept approved by the employer.

(b) Advise Employer on changes, if necessary, for technical reasons.

(c) Advise Employer on the progress of work and its conformity with drawings issued for the work.

(d) Obtain completion certificates including all clearance such as Fire/Environment etc. as well as service connection including forms C and D at appropriate stages.

(e) Prepare completion drawings including elevations and section and structural details indicating details of building and all services as built and supply four sets of completion drawings to the Employer including soft copy.
9.1 If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the Engineer-in-Charge may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Engineer-in-Charge subject to a maximum of 10% (Ten Percent) of the total fees payable to the Consultant under this agreement. The department may make full use of all or any of the drawings prepared by the Consultant and proceed from the stage from where the consultant left the work.

9.2 If at any time after acceptance of offer of consultancy, department decide to abandon or reduce the scope of work for any reason whatsoever, the department shall give notice to the consultant in writing to that effect and he shall act accordingly. The consultant have no claim to any payment of compensation or otherwise whatsoever. The consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

9.3 If the consultant fails to start the work the earnest money shall be forfeited by Engineer-in-Charge in the favour of EDMC.

9.4 If the consultant fails to start the work, the Engineer in Charge shall process the case for debarred/black listed firm from approved empanelled architect in architectural department of EDMC.
10.1 A sum @ 10% of the gross amount of the bill shall be deducted from the running bill of the bill of the consultant as a security deposit.

10.2 The Security Deposit will be refunded in the following manner:
   (a) 50% of the security deposit, after completion of project.
   (b) 50% of the deposit, after getting completion certificate/clearance from local bodies.

10.3 The Earnest Money Deposit shall be treated as a part of Security Deposit for the successful bidder.
I. The Employer shall have the right to request in writing changes, additions, modification or deletion in the design and drawing of any part of the work and to request in writing additional work in connection therewith and the consultant shall comply with such request within one week time.

II. If the Employer deviates substantially from the original scheme which involves for its proper execution, extra services, expenses and extra labour on the part of the consultant for making change and additions to the drawings, specification or other document due to rendering major part or the whole of his work infructuous and the consultant may then be compensated for such extra services and expenses on quantum merit basis.

III. Nothing extra shall be payable for such changes, alteration due to consultants own omissions and/or discrepancies including changes proposed by the consultant.

IV. The decision of the employer shall be final and binding on whether the deviation and additions are substantial and require any compensation to be paid to the consultant.

V. The payment for additional work, if any shall be dealt as per prevailing market rates to be decided by the Engineer-in-Charge after giving due consideration to the analysis submitted by the consultant.

VI. For the minor modification or alteration which does not affect the entire design planning etc. no amount will be payable to the consultant.

VII. The consultant shall not make any deviations, alteration, additions to or omissions from the work shown/described and awarded to the Contractor except through and with prior approval of the Engineer-in-Charge on writing.

VIII. Nothing extra shall be payable to the consultant for change in norms of local bodies, MCI, AICTE, Environment Ministry, DPCC etc. During the preparation of drawings cost will not be affected either on higher or lower side due to such changes.
If Consultant/Architect

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge. Or

(ii) Commits default in complying with any of terms and conditions of the contract and does not rectify it or takes effective steps to remedy it within 7 days even after a notice in writing is given in this regard by the Engineer-in-Charge.

(iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in this regard by the Engineer-in-Charge.

(iv) The Engineer-in-Charge without invoking action under clause 13 may, without prejudice to any other right or remedy against the consultant which have either accrued or accrue thereafter to EDMC, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have power to carry out the part work/part incomplete work of any item(s) by any means at the risk and cost of the consultants. The consultant who is determined as above shall not be allowed to participate in process to execute the part work/part incomplete work of any item(s) etc. The Engineer-in-Charge may also be process the case of debarred/black listed firm from approved empanelled architect in architectural department of EDMC.
DECISION OF AGREEMENT: -

13.1 The Engineer-in-Charge without any prejudice to its right against the consultant in respect of any delay by notice in writing can absolutely determine the contract in any of the following cases, if the consultant commits breach of any terms or agreements.

13.2 When the consultant has made himself liable for action under any of the cases aforesaid the employer shall have powers.

(a) To determine or rescind the agreement.

(b) To engage another Consultant to carry out the balance work debiting the consultant the excess amount if any so spent.

13.3 In event of above the security deposit will stand forfeited in favour of EDMC.
The time allowed for carrying out of the work as specified in Clause 16 shall strictly
observed by the consultant and shall be deemed to be essence contract on the part of
the consultant. The work shall throughout the stipulated period of the contract be
proceeded with all diligence and in the event of failure of the consultant to complete
the work within the time schedule as specified above or subsequently notified to him,
the consultant shall be liable to pay compensation at the rate of 1.5% of consultancy
fee per month of delay to be computed on per day basis subject to maximum of ten
percent. The decision of Superintending Engineer of concerned project as to the
period of delay on the part of the consultant and the quantum of compensation for
such delay shall be final and binding on the consultant.
If the consultant is unavoidably hindered in carrying out the designs/drawings on account of delayed decision or the approval by the department which is necessary to carry out further work, he shall be allowed suitable extension of time by Engineer-in-Charge, whose decision shall be final and binding on the consultant. No claim by the consultant shall be made against the department for such delayed approval/decisions by the department, except for grant of suitable extension of time.
<table>
<thead>
<tr>
<th>Activities</th>
<th>Cumulative Period from the date of commencement (in weeks)</th>
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</thead>
<tbody>
<tr>
<td><strong>A. PRE –CONSTRUCTION STAGE</strong></td>
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<tr>
<td>(i) SOIL TESTING</td>
<td></td>
</tr>
<tr>
<td>Soil Testing and Submission of reports</td>
<td>02</td>
</tr>
<tr>
<td>(ii) PRELIMINARY STAGE</td>
<td></td>
</tr>
<tr>
<td>On submission of Conceptual drawings, design and layout plan</td>
<td>02</td>
</tr>
<tr>
<td>On submission of preliminary project report including preliminary cost estimate of all project components.</td>
<td>02</td>
</tr>
<tr>
<td>(iii) APPROVAL STAGE</td>
<td></td>
</tr>
<tr>
<td>Preparation of submission plan, model report, EIA Study, submission and approval from competent authority and Environmental clearance.</td>
<td>01</td>
</tr>
<tr>
<td>(iv) DETAILED DESIGN STAGE</td>
<td></td>
</tr>
<tr>
<td>Submission of preliminary architectural drawings for Structural design and service drawings.</td>
<td>01</td>
</tr>
<tr>
<td>Submission of Preliminary structural design and drawings with the input form Proof Consultants &amp; Submission of all services drawings.</td>
<td>02</td>
</tr>
<tr>
<td>Submission of Detailed estimate &amp; Details of measurement, Analysis of rate, tender drawings, specification and draft tender document.</td>
<td>03</td>
</tr>
<tr>
<td>Submission of Final Tender document of call of tender etc.</td>
<td>04</td>
</tr>
<tr>
<td>Submission of Detailed Architectural, structural design and drawings, alongwith Service drawings. Assistant in tender evaluation and preparation of justification of Rate</td>
<td>06</td>
</tr>
<tr>
<td>Final good for construction drawings.</td>
<td></td>
</tr>
<tr>
<td>On approval of construction drawings and EIA study if required alongwith other balance pre-constructional stage activities.</td>
<td>10</td>
</tr>
<tr>
<td><strong>B. CONSTRUCTION STAGE</strong></td>
<td></td>
</tr>
<tr>
<td>Execution of work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) As per construction time schedule.</td>
</tr>
<tr>
<td></td>
<td>(ii) Phasing if any shall be decided by the employer.</td>
</tr>
<tr>
<td><strong>C. POST CONSTRUCTION STAGE</strong></td>
<td></td>
</tr>
<tr>
<td>Obtaining completion certificate and Handing over to the concern department.</td>
<td>06 weeks from date of completion</td>
</tr>
<tr>
<td>Handing over as built drawing and maintenance manual</td>
<td>06 weeks from date of completion</td>
</tr>
</tbody>
</table>

Please note that time allowed to carryout the work will be 3 days from the date of issue of letter of acceptance/work order for reckoning Date of Start.
CONDITIONS OF CONTRACT

Definitions:

1. The ‘Contract’ means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the EDMC and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer Ŧ in Ŧ Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

   I. The expression ‘works’ or ‘work’ shall, unless there be something either in the subject of context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

   II. The ‘Site’ shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted of used for the purpose of carrying out the contract.

   III. The ‘Contractor’ shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

   IV. The ‘EDMC’ means the East Delhi Municipal Corporation and its successors.

   V. The ‘Engineers – in – Charge’ means the Engineer Officer who shall supervise and be in – charge of the work and who shall sign the contract on behalf of the M.C.D. as mentioned in Schedule Ŧ Ôhereunder.

   VI. ‘EDMC’ shall mean the M.C.D.

   VII. The term ‘Municipal Engineer’ includes the Chief Engineer and Superintending Engineer.

   VIII. Accepting Authority Ôshall mean the authority mentioned in Schedule Ŧ Ôhereunder.

   IX. Excepted Risk Ôare risks due to riots (other than those on account of contractor Ôs employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use of occupation by EDMC of the part of the works in respect of which a certificate of completion has been issued or case solely due to EDMC Ôs faulty design of works.

   X. ‘Market Rate’ shall be the rate as decided by the Engineer Ŧ in Ŧ Charge on the basis of the cost of material and labour at the site where the work is to be executed plus the percentage mentioned in Schedule Ŧ Ôto cover, all overheads and profits.

   XI. ŦSchedule(s)Ô referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the EDMC, with the amendments thereto issued upto the date of receipt of the tender.

   XII. ‘DepartmentÔ means EDMC or any department of EDMC which invites tenders on behalf of EDMC.
value of the entire work as stipulated in the letter of

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal Notes to these General Conditions of Contract shall not be deemed to from part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as many be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract. Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule 1 A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference scale and any special condition in preference to

General Conditions.

8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed: -
(i) Description of Schedule of Quantities.
(ii) Particular Specification and Special Condition, if any.
(iii) Drawings.
(iv) C.P.W.D. Specifications.
(v) Indian Standard Specifications of B.I.S.
If there are varying or conflicting provision made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the Contract or Release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

(i) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard M.C.D. Form as mentioned in Schedule 'F' consisting of:

(a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexure thereto.

(b) C.P.W.D. Safety Code.

(c) Model Rule for the protection of health, sanitary arrangements for workers employed by M.C.D. or its contractors.

(d) CPWD Contractor's Labour Regulations.

(e) List of acts and omissions for which fines can be imposed.
(i) The consultant shall be fully responsible for technical soundness of the work including those of the specialties engaged by him and also ensure that the work carried out generally in accordance with drawing specification and the approved scheme.

(ii) The employer will have the work of consultant and/or his sub-consultant supervised/inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimate and design. Any official charge payable to local body toward various approvals shall be born by employer.
A. PRE-CONSTRUCTION STAGE

(i) PRELIMINARY STAGE
On submission of soil testing report, approval of Conceptual drawings, design and layout plan 5 5
On submission and approval of detailed project report including preliminary cost estimate of all project components 5 10

(ii) APPROVAL STAGE
On approval from Local bodies and Environmental clearance from MOEF, DPCC, DUAC etc. if required. 5 15

(iii) DETAILED DESIGN STAGE
On Submission/Finalization and acceptance of detail architectural drawings, structural and services drawing including sanitary, plumbing, electrical, water supply, fire fighting, interiors etc. as per scope of work 05 20
On Submission/Finalization and acceptance of detail architectural Estimate & Details of measurement Analysis of rate, tender drawings, specification and draft tender document 05 25
On Submission/Finalization of tender documents for call of tender 15 40
On Issue of “good for construction” drawings 10 50

B. CONSTRUCTION STAGE
On completion of structure work 10 60
On completion of finishing & development work 10 70
On completion, testing & certification of all services such as water supply, sewerage disposal, fire fighting, water harvesting, bio medical waste disposal, electrification & interior etc 10 80

C. Post-CONSTRUCTION STAGE
On submission and acceptance of completion, as built drawings inclusive services. 10 90
On finalization of construction contract 10 100

At pre construction stage the consultancy fee will be derived taking the estimated project cost as Rs. 1075.04 lakhs approximate excluding the component of comprehensive consultancy charges and soil testing. 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 any cost/compensation arising out of any litigation or escalation as per clause 10C and it sub clause such as 10CA, 10CC etc.
Excess or less already paid or to be paid in any stage will be adjusted in next stage.

Note 1:- Part payment for the work done against any of the above stages would be considered on pro-rata basis as decided by Engineer-in-Charge.

2: - Compensation for delay as per relevant clause shall also be applicable individually/independently for each of the above given component.
(Reference Clause 3.1)

LETTER OF TRANSMITTAL

To,

Executive Engineer (PR)
Shahdara (SOUTH) Zone
E-1/12, KRISHNA NAGAR,
Delhi-110051

Subject: Consultancy services for comprehensive Integrated Planning for:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South). SH: The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).</td>
</tr>
</tbody>
</table>

I/We have read and examined complete document including the instructions to Consultant/Architect.

I/We hereby submit our application on prescribed formats for undertaking the above work upon the terms and conditions contained/referred to in the aforesaid document. I/We agreed to abide by and fulfill all the terms, conditions and provision of the aforesaid documents.

I/We undertake to commence the work immediately not later than 10 days on/after receipt of the letter of acceptance and to complete the work in the period as stated in tender document.

I/We agree to associate one of the following proof consultants for this work. The fees of the proof consultant shall be borne by me/us.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Proof Consultants.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Department of Civil Engineering, Delhi College of Engineering, Delhi</td>
</tr>
<tr>
<td>2.</td>
<td>Department of Civil Engineering, IIT, Delhi</td>
</tr>
<tr>
<td>3.</td>
<td>Department of Civil Engineering, IIT, Roorkee</td>
</tr>
<tr>
<td>4.</td>
<td>Any other agency approved by Chief Engineer, EDMC.</td>
</tr>
</tbody>
</table>

By virtue of my/our signature(s) below, I/We confirm to the best of my/our knowledge and belief the information contained in the specified formats, sections thereof and any annexure thereto and all supporting and explanatory information is truthful and exact.

Signature (Authorized Signatory of Consultant)

(In Capacity of)

Duly authorized to sign the tender on behalf of (Name and Address of Consultant)

Witness: -

Date:

Address:
FORMAT “B”

Reference Clause 3.2

DETAILS OF PROFESSIONAL/PERSOMNEL

<table>
<thead>
<tr>
<th>S. No</th>
<th>Design</th>
<th>Total Number</th>
<th>Number available of the work</th>
<th>Name</th>
<th>Qualification (Please furnish proof of qualification)</th>
<th>Professional Experience and details of work carried out</th>
<th>How these would be involved in this work</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

Note:1:- For Field of the Lead Architect, in house facility is must; for rest of the fields if in house facility is not available, the consultant architect has to associates for such fields and willingness of the sub-consultants, are to be given and no change will be allowed without the permission of Chief Engineer, Shahdara (SOUTH) (EDMC). Credentials of the associated sub-consultant duly signed by the sub-consultant along with the willingness to work are to be submitted by the applicant duly countersigned as per FORMAT “C”.

2. Each page of CV shall be signed by both staff & Authorized representatives of the firm.

Place
Date

Signature of the Person

Signature of the Authorized Representative of the Firm

Place
Date
WILLINGNESS CERTIFICATE FROM CONCERNED ASSOCIATE
CONSULTANT

Name of work: - Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).
Sub Head:- The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

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</tr>
</tbody>
</table>

I/We hereby give my/our willingness to work as sub consultant/associates consultant for *_________________________________________________________ for the above mentioned work.

I/We will execute the work as per terms and conditions of the agreement and as per directions of the Engineer-in-Charge.

I/We will also employ full time technically qualified professional as required for the work.

Mention name of Services

Date Signature of Consultant Signature of Associates Consultant(s)
ANNEXURE “A”

Reference Clause 2.1]

**EARNEST MONEY DEPOSIT (EMD)**

Earnest Money is required to be deposited by the participating agency individually for the work it intends to participate in. The mode of Payment of EMD shall be defined under Clause 2.1 favoring Commissioner, EDMC and payable at Delhi.

Name of work: - Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

Sub Head:- The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

<table>
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<th>S. No.</th>
<th>Name of work</th>
<th>Requisite Earnest Money Deposit</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South). SH: The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).</td>
<td>Rs. 87,100/-</td>
</tr>
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EXECUTIVE ENGINEER (PROJECT)
SHAHDARA (SOUTH) ZONE
E-1/12, KRISHNA NAGAR, DELHI-110051
ANNEXURE “B”

[Reference Clause 4.1]

The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

ACCOMODATION REQUIRED FOR MULTIPURPOSE OFFICE BUILDING

1. To Accommodate Various Offices.

2. Plot Area 1500.00 Sqm (Approximate)

Note: -The desired accommodation by Competent Authority may be adjusted to construct additional floor as per permissible FAR and Building Bye Laws with prior approval from Competent Authority as well as Engineering Department of EDMC.
Name of work: - Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

Sub Head:- The comprehensive Planning and design consultancy services for the work of Construction of Multipurpose Office Building at Krishna Nagar in Ward No 229 Shahdara (South).

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FINANCIAL BID DOCUMENT

EXECUTIVE ENGINEER (PROJECT)
SHAHDARA (SOUTH) ZONE
E-1/12, KRISHNA NAGAR, DELHI-110051
M/s _________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________

_____________________________________________________________________

on __________________________________________________________________

To be received upto 15.00 Hrs on 07.01.2013

This document contains two Nos. Page from 32-33 including this page only

EXECUTIVE ENGINEER (PROJECT)

SHAHDARA (SOUTH) ZONE

E-1/12, KRISHNA NAGAR, DELHI-110051
FINANCIAL BID

I/We have read and examined the bid document relating to the work of:-

Consultancy Services for Comprehensive integrated Planning for:-

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I/We hereby offer to provide consultancy services for above noted work as per terms and conditions with scope of work in the tender document for which over fees are:

a. Preliminary estimated Cost = Rs. 1075.04 lakhs
   (for L1 calculation only)

b. Offered bid for comprehensive consultancy in % of cost (inclusive all taxes and levies) __________ % (in figure)/ ________________ (in words)

c. Total consultancy fee inclusive of all taxes, levies etc. = _________% × Rs. 1075.04 lakhs = ________________ (in figure)/ ________________ (in words).

Signature of participant

Name :
Address :
Mobile No.: