



**DELHI TOURISM & TRANSPORTATION
DEVELOPMENT CORPORATION LTD.**

(A GOVT OF NCT OF DELHI UNDERTAKING)

NIT No. : 01/CPM/RFP/DTTDC/Engg.(JP)/2021-22

REQUEST FOR PROPOSAL (RFP)

FOR

***CONSULTANCY SERVICES FOR “COMPREHENSIVE ARCHITECTURAL &
ENGINEERING PLANNING AND DESIGN OF STATE GUEST HOUSE - DILLI
SADAN - AT SECTOR-19, DWARKA, NEW DELHI”***

Certified that this NIT (RFP) contains **1 to 50** pages including this page.

**Chief Project Manager
DTTDC Ltd., Majnu Ka Tila,
Delhi-110054.**

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Name of Work: *Consultancy Services for “Comprehensive Architectural & Engineering Planning and Design of State Guest House - Dilli Sadan -at Sector-19, Dwarka, New Delhi”.*

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Assistant Engineer- I (JP)
DTTDC Ltd.

Executive Engineer (JP)
DTTDC LTD.

Executive Engineer (Elect.)
DTTDC LTD.

Approved

**Chief Project Manager,
DTTDC LTD.**

NOTICE INVITING BIDS

1. The **Executive Engineer (JP), DTTDC Ltd., Delhi Haat Janakpuri, Lal Sai Marg, Janakpuri, New Delhi-110058** (Tel.: 011-25553725, Email: eejpdttdc@gmail.com) on behalf of MD&CEO, DTTDC Ltd., invites '**online**' bids in two bid system from eligible Indian Consultant/Architectural Firms for Consultancy Services for the following work :

NIT No.	01/CPM/RFP/DTTDC/Engg.(JP)/2021-22
Name of Work	Consultancy Services for "Comprehensive Architectural & Engineering Planning and Design of State Guest House - Dilli Sadan - at Sector-19, Dwarka, New Delhi".
Earnest Money	Nil - As per EMD Declaration
Period of Completion of work	Till two months after the completion of the construction of the project (Tentative 20 Months)
Pre-bid conference	At 11:30 Hrs. on 23.06.2021 in the Office of Chief Project Manager, DTTDC Ltd., Aruna Nagar, Majnu Ka Tila, Wazirabad, Delhi-54
Last date & time of uploading of bid, along with all the documents specified in the bid document	Up to 15:00 Hrs. on 30.09.2021
Time and date of opening of Bids	15:30 Hrs. on 30.09.2021

Date of release of RFP through E-procurement solution : 16.06.2021

2. **Initial Eligibility Criteria:** Bidders who fulfill the following requirements shall be eligible to apply (**Joint Ventures are not accepted**):
- (a) Definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of employer, of having satisfactorily completed similar Consultancy works **during the last seven years** from date of tender opening. of magnitude specified below:
- (i) **Three** similar works each involving built up plinth area 4800 sqm with and a built-up cost (indexed amount) of not less than Rs. 20 Crores for each work excluding cost of land for each work. The Consultant must have at least one level basement work experience of minimum area 1500 sqm either in the similar work or any other works.
- or**
- (ii) **Two** similar works each involving built up plinth area 7200 sqm and a built-up cost (indexed amount) of not less than Rs. 30 Crores for each work excluding cost of land for each work. The Consultant must have at least one level basement work experience of minimum area 1500 sqm either in the similar work or any other works.
- or**
- (iii) **One** similar work involving built up plinth area 9600 Sqm and a built-up cost (indexed amount) of not less than Rs. 40 Crores for each work excluding cost of land. The Consultant must have at least one level basement work experience of minimum area 1500 sqm either in the similar work or any other works.

- Similar work means “*Comprehensive Consultancy for Architectural & Engineering Planning and Design of State Guest House/ Embassies of Nations/ 4 Star or above stars hotels (including Architectural Planning, Structural Design and Planning & Design of Civil / MEP Services)*”.
 - The amount of built up cost shall be brought to current level by enhancing the actual amount at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of Bids.
 - In case of Consultancy works of private nature other than Central /State Government /Central Autonomous Body /Central Public Sector undertaking /City Development Authority / Municipal Corporation of city, they shall be required to submit copy of Agreement and TDS certificates for Consultancy works issued by respective clients.
- (b) An average annual Financial Turnover of minimum Rs.40 lacs of consultancy fee during last 3 (three) audited financial years. (Scanned copy of Certificate from CA to be uploaded).
 - (c) The bidder should have **Net worth** of Rs. 32 lacs at the end of last audited financial year after considering all liabilities.
 - (d) Bidder must have been registered in India as required by law with minimum **Ten years** of continuous operation up to the last date of submission of bids.
 - (e) The proposed **team leader** for this project representing the bidder (herein referred to as Project Architect) who will be responsible for handling and designing the project should be registered with Indian Council of Architecture having minimum 15 years of work experience supported by a team consisting of at least one member from each of the profession of Architects, Structural Engineers, MEP Engineers, HVAC Experts and Landscape Planners having professional qualification in the relevant field with minimum 10 years of experience.
 - (f) Bidder is currently not barred or blacklisted by any Autonomous Body / Central and/or State Government in India.
 - (g) Bidder should not have, during the last five years, either failed to perform on any agreement, or been expelled from any project or agreement or have any agreement terminated for breach by the Bidder.
 - (h) Bidder should submit required EMD declaration in favor of **DTTDC Ltd.** in the prescribed form.
3. The bid document consisting of terms and conditions of the contract to be complied with and other necessary documents can be seen on website <https://govtprocurement.delhi.gov.in> free of cost.
 4. Those bidders not registered on the website mentioned above, are required to get registered themselves beforehand.
 5. The intending bidder must have valid **class-III digital signature** to submit the bid.
 6. Bids can be submitted **online** on above website i.e. <https://govtprocurement.delhi.gov.in> by uploading the desired **scanned documents** such as Earnest Money, Financial Bid and other documents as specified in the bid document within the period of bid submission. Bidder can upload documents in the form of **JPG** and/or **PDF** formats.
 7. After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
 8. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
 9. **Earnest Money** Bidder shall submit the EMD declaration as per the format
 10. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose

EMD and other documents scanned and uploaded are found in order.

- (i) Certified copy of all the scanned and uploaded documents as specified in the bid document shall also be submitted physically in the office of bid inviting authority within the period of 3 days of date of opening of bids.
- (ii) *If the bidder is not having GST registration in NCT of Delhi, he shall upload following undertaking with the bid document*
“If work is awarded to me, I/we shall obtain GST registration certificate within one month from date of receipt of award letter or before payment of 1st RA Bill”.
- (iii) The Bid submitted shall become invalid if:
 - (a) The bidder is found to be ineligible.
 - (b) The bidder does not deposit EMD declaration with division office of any Executive Engineer, of DTTDC within the period of bid submission
 - (c) The bidder does not upload all the documents as stipulated in the bid document including the copy of receipt for deposition of EMD declaration.
 - (d) The bidder does not submit certified copy of all the scanned and uploaded documents physically in the office of bid inviting authority within the period of 3 days of date of opening of bids.
 - (e) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of bid inviting authority.

11. Bids shall be evaluated in two stages:

- (i) **Stage-I:** The Initial Eligibility Criteria shall be evaluated first. Those bids found to be responsive and qualify the Initial Eligibility Criteria after evaluation of the documents/details submitted with “Eligibility Bid” will be evaluated as per criteria prescribed for Stage-I evaluation and those who qualify the criteria shall be shortlisted for Stage-II evaluation.
- (ii) **Stage-II:** This shall comprise submission of detailed Technical Proposal and making a power point presentation by the shortlisted bidders in Stage-I and accordingly evaluation of their 'Technical Proposals'. 'Financial bids' of only those bidders, who qualify the Technical Bids, will be opened.
- (iii) Final selection of the Consultant will be based on the combined total of their Technical and Financial Scores, with 80% weightage given to technical score and 20% weightage given to financial score.

12. The Bidder whose bid is accepted will be required to furnish **Performance Guarantee of 3%** (Three Percent only) of the bid amount within the period specified in data sheet. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of the State Bank of India or any Scheduled Bank in accordance with the form **Annexed herewith** this RFP Document. In case the Bidder fails to deposit the said performance guarantee within the prescribed period, including the extended period if any, the Earnest Money deposited by the Bidder shall be forfeited automatically without any notice to the Bidder.

13. The Bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective

assignment including bye-laws and formalities required for getting various NOCs and approvals at various stages of work.

14. The competent authority on behalf of the MD & CEO, DTTDC Ltd. does not bind itself to accept the bid of consultant who has obtained highest marks in combined evaluation score and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.
15. Canvassing, whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable to rejection.
16. The competent authority on behalf of the MD & CEO, DTTDC Ltd. reserves to himself the right of accepting the whole or any part of the bid and the Bidder shall be bound to perform the same at the rate quoted.
17. The Bidder shall not be permitted to Bid for works in the DTTDC Ltd. if his near relative is posted in Engineering Division of DTTDC Ltd. as Accounts Officer or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the DTTDC Ltd. Any breach of this condition by the Bidder would render him liable to be removed from the approved list of Bidder.
18. No Architect/ Engineer of Gazetted rank or other Gazetted Officer employed in Engineering, Architecture or Administrative duties in an Engineering Department of the Government of India and Government of NCT of Delhi is allowed to work as a Bidder for a period of one year after his retirement from Government service, without the previous permission of the Government in writing. This contract is liable to be cancelled if either the Bidder or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the Bid or engagement in the Bidder's service.
19. The Bids shall remain open for acceptance for a period of **75 Days** from the last date of submission of Bids.
 - (i) If any Bidder withdraws his Bid or makes any modification in terms & conditions of bid which is not acceptable to DTTDC Ltd. within 7 days after last date of submission of bids, then the DTTDC Ltd. shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance of bids is issued or not.
 - (ii) If any Bidder withdraws his Bid or makes any modification in terms & conditions of bid which is not acceptable to DTTDC Ltd. after expiry of 7 days after last date of submission of bids, then the DTTDC Ltd. shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance of bids is issued or not.
 - (iii) In case of forfeiture of earnest money as prescribed in above para (i) & (ii), the Bidder shall not be allowed to participate in the re bidding process of the same work.
20. Agreement shall be drawn with the successful Bidder on prescribed Form. The Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
21. This notice inviting Bid shall form a part of the contract document. The successful Bidder/Bidder, on acceptance of his Bid by the Accepting Authority shall sign the contract within 15 days from the stipulated date of start of the work.

22. If any information furnished by the bidder is found incorrect/false at a later stage, he shall be liable to be debarred from the Bidding/taking up consultancy works in DTTDC Ltd.

23. Pre-Bid meeting

The pre-bid meeting shall be held on **at 11.30 Hrs 23.06.2021** in the Office of **Chief Project Manager, DTTDC Ltd., Aruna Nagar, Majnu Ka Tila, Wazirabad, Delhi-54** to clear the doubts of intending bidders, if any. The bidders should send by email all their queries before pre-bid meeting latest by **03:00 PM on 22.02.2021** to **Executive Engineer (JP), DTTDC Ltd., Delhi Haat Janakpuri, Lal Sai Marg, Janakpuri, New Delhi-110058** (email: eejpdttdc@gmail.com) As a result of pre-bid meeting, certain modifications may be required. Addendum /Corrigendum shall be uploaded by the Engineer-in-Charge, if felt necessary by him, which shall form part of bid document.

24. Opening of Bids

- | | | | |
|------|--|---|--------------------------|
| 25.1 | Technical bid shall be opened | - | 30.06.2021 at 15:30 Hrs. |
| 25.2 | Presentation for technically qualified bidders | - | shall be notified. |
| 25.3 | Opening of financial bid | - | shall be notified. |

The undersigned reserves the right to reject any or all the tenders without assigning any reason.
Further details can be seen at <https://govtprocurement.delhi.gov.in>

Executive Engineer (JP)
DTTDC Ltd., Delhi Haat Janakpuri
Lal Sai Marg, Janakpuri, New Delhi-110058

PART-I
ELIGIBILITY BID

SECTION - I

BRIEF PARTICULARS OF THE WORK

1. Project Brief:

Government of NCT Delhi is the Governing authority of the National Capital Territory. As such, the Government of NCT Delhi received several international as well as domestic dignitaries. All the states have their own Bhawans in Delhi. Similarly, Govt. of Delhi intends to set up its 'Dilli Sadan' for providing reliable and economic accommodation for staying of dignitaries/officers coming to Delhi for various purposes. Govt. Guests can also be serving officials as well as others.

DTTDC Ltd. has been assigned the project of construction of State Guest House "Dilli Sadan" at Sector-19, Dwarka, New Delhi-110075 on a plot of land measuring 3899.42 sqm located at Sector-19, Dwarka New Delhi.

The proposed Dilli Sadan shall have all the modern and latest facilities based on best practices in the country or outside the country. It is desirable that its looks shall contain elements of the old architectural/ancient heritage buildings of middle age historical Delhi. The State Guest House shall be designed with the best possible scheme to cater the requirements like Boundary Wall with elegant entrance gate, Entrance lobby, Conference hall, meeting rooms, kitchen / dining, Restaurant, Guest Rooms, single room suites, VIPs & VIIPs suites, souvenir shops, ATM, Staff residential accommodation, basement parking in two-levels or so, surface Parking etc. along with all required services (Civil and E&M), HVAC, Power wiring, Data cables, Fire Fighting System, Roads and Hard standings, Effluent/Sewage Disposal, STP, Water Supply, Water treatment Plant, Storm Drainage, Rain water harvesting, Internal & External Electrification, Sub-stations, DG sets, Horticulture & Landscaping works / Potted Plants etc. complete as per the functional requirements given by Tourism Department authorities.

The built-up plinth area for the buildings to be constructed in the project for which Consultancy is to be provided is approx. 10000-12000 Sqm including two level basements for parking. This is, however, merely for rough guidance. The functional requirements and other details of the building/services and buildings shall be designed to meet the functional requirements by utilizing full FAR having met parking requirements in compliance with applicable building bye-laws.

2. Scope of Consultancy work:

The scheme shall be prepared with best use of plot ground coverage as per applicable Municipal by laws. The Firms / Consultants shall provide comprehensive consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of master plan including obtaining its statutory and local bodies approvals, preparation of **walk-through** having final colour scheme, preliminary project report, preliminary estimate, detailed architectural drawings, detailed structural analysis, design and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, detailed project report and preparation of all Bid/ Tender documents etc. The changes, if any, in project conceptualization scheme or drawings/design should be modified to the extent acceptable to DTTDC without any additional fee. Consultant shall prepare and supply all the coordinated Good For Construction drawings including structural drawings duly proof checked from any of IITs, NITs or Government Engineering College of repute to be approved by the Engineer-in-charge. **The fee of the proof consultant shall be paid by the DTTDC.** The Consultant shall be associated till completion of the project and ***obtain completion certificate from the concerned local body.***

SECTION - II

INFORMATION & INSTRUCTIONS FOR BIDDERS

1. GENERAL :

- 1.1. Letter of transmittal and forms for deciding eligibility are annexed herewith.
- 1.2. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as “not applicable”. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3. The Bid should be type-written. The Bidder should sign each page of the application.
- 1.4. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the consultant, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5. References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer in case of Government/Autonomous bodies and Director of Firm or his authorized signatory in case of Private Firms.
- 1.6. The Bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of bids unless it is called for by the Employer.
- 1.7. The DTTDC Ltd. reserves the right to verify the credential submitted in respect of initial eligibility criteria before opening of Financial Bid or thereafter.
- 1.8. Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from Bidding/taking up of work in DTTDC Ltd.

2. DEFINITIONS

In this document the following words and expressions have the meaning hereby assigned to them.

- 2.1. The **Contract** means the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the MD & CEO, DTTDC Ltd. and the successful bidder, together with the documents referred to therein including the general conditions, correspondence with bidder and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2.2. **Employer** means the DTTDC Ltd., acting through the Engineer-in-charge.
- 2.3. **Bidder** means the individual, proprietary firm, firm in partnership, limited company private or

public or corporation submitting/intending to submit the bids.

- 2.4. **“Year”** means “Financial Year” unless stated otherwise.
- 2.5. The expression **works** or **work** means “consultancy work under scope of this contract”.
- 2.6. 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 or used for the purpose of carrying out the contract.
- 2.7. The **Consultant** shall mean successful bidder i.e. individual, proprietary firm, firm in partnership, limited company private or public or corporation who has entered into agreement with employer for undertaking the consultancy work and shall include the legal personal representative of such individual or the persons comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- 2.8. The **MD & CEO** means the MD & CEO of DTTDC Ltd. and his successors.
- 2.9. The **Engineer-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 DTTDC Ltd.
- 2.10. **Bid value** means the amount of remuneration to be paid to the consultant for doing the entire work agreed by the consultant and accepted by the employer as mentioned in the letter of award.

3. METHOD OF APPLICATION

- 3.1. If the Bidder is an individual the application shall be signed by him above his full type written name and current address.
- 3.2. If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3. If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4. If the Bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4. FINAL DECISION-MAKING AUTHORITY

The competent authority on behalf of the MD&CEO does not bind itself to accept the bid of consultant who has obtained highest marks in combined evaluation score and reserves to itself the authority to accept or reject any Bid and to annul the process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidder. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.

5. PARTICULARS PROVISIONAL

The particulars of the work given in the RFP document are provisional. They are liable to change and must be considered only as advance information to assist the Bidder.

6. SITE VISIT

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

7. INITIAL ELIGIBILITY CRITERIA

Bidders who fulfill the requirements of 'Initial Eligibility Criteria 'prescribed in the "*Notice Inviting Bids*" shall be eligible to apply.

8. SUBMISSION OF QUERIES AND PRE-BID MEETING

The bidders may raise any queries through email to eejpdttdc@gmail.com or in writing addressed to:

*Executive Engineer (JP),
DTTDC Ltd, Delhi Haat Janakpuri,
Lal Sai Marg, Janakpuri, New Delhi-110058*

The deadline for submitting queries will be before start of *pre-bid meeting* with the prospective bidders which will be held on the date and time notified in the Notice inviting Bids in the Conference Room at office of the *Chief Project Manager, (DTTDC Ltd.), Aruna Nagar, Majnu Ka Tila, Wazirabad, Delhi-54.*

9. AMENDMENT TO BID DOCUMENT

At any time before the submission of bids, the DTTDC Ltd. may, for any reason, whether at its own initiative or in response to a clarification requested by perspective bidding firm, modify the Documents by suitable amendment(s). The amendment shall be uploaded on the website <https://govtprocurement.delhi.gov.in>. The DTTDC Ltd. may at its discretion extend the deadline for the submission of bids. Such amendments shall form part of this RFP document and the bidders shall sign each page of such amendments and submit to the Employer along with their bids on the due date and time of submission for bids.

10. DISQUALIFICATION FROM THE SELECTION PROCESS

Consultants are liable to be disqualified, if they:

1. Make misleading or false representation, or deliberately suppress any information in the forms, statements and enclosures required to be submitted by them.
2. Have hidden the record of poor performance, such as being barred/blacklisted, abandoning projects, not completing the assigned projects properly, or of financial failure/ weaknesses.
3. Resort to any unethical means, like attempting to influence the evaluation committee officials.

11. SUBMISSION OF BIDS

- 11.1. **Bid** shall be submitted online on above website i.e. <https://govtprocurement.delhi.gov.in> by uploading the desired *scanned documents* such as Earnest Money, Eligibility bid Forms, Financial Bid and other documents as specified in the bid document within the period of bid submission. Bidder shall upload documents in the form of *JPG* and/or *PDF* formats.
- 11.2. For submission of online bids, the bidder must have *valid class-III digital signature* and registered on the website i.e. <https://govtprocurement.delhi.gov.in>. Those Bidders, who are not registered on the website mentioned above, are required to get registered beforehand. If needed they can be

imparted training on online tendering process as per details available on the website.

11.3. The bid shall comprise of following documents:

(a) **Eligibility Bid:**

(i) Letter of Transmittal (**Form-T1**)

(ii) EMD declaration *in prescribed Form*

(iii) Details of Bidder Firm (**Form-T3**) along with following documents:

- Document defining the legal status of Bidder Firm
- Authorization / Power of Attorney in favor of authorized signatories

(iv) Bidder's Similar Work Experience details (Project Sheets - One sheet for each Project) (**Form-T4**) along with following documents:

- Client certificates for work experience (for all projects as above) which shall contain information desired for evaluation of bids.
- In case of Consultancy works of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/Municipal Corporation of city, they shall be required to submit copy of Agreement & Final Bill and TDS certificates for such works.

(v) Bidder's Financial Information in Prescribed Performa duly certified by CA (**Form-T5**) along with Certified Balance Sheet for the last three audited financials years (not to be uploaded online but to be included in physical submission only)

(vi) Bidder's Net Worth Certificate as on end of last audited financial year (**Form-T6**)

(vii) Details of Project Personnel to be deployed for this work (**Form-T7**)

(viii) Bio-data of team leader (Project Architect) (**Form-T8**)

(ix) Bio-data of Team Members for the Project (one sheet for each team member) (**Form-T9**)

(x) Any other information/document desired in the Bid document or relevant supplementary information/document

(b) **Financial bid** in prescribed format:

The bidders shall submit their Financial Bid in prescribed Format against the link for financial bid on the website. The bidders shall refer this document to understand their scope of work and estimate their fees. The fees indicated in the financial bid by the bidder shall be considered as final and reflecting the total cost of services. Omissions if any, shall not entitle the consultant to be compensated. The liability to fulfill obligations as per scope of work within the total quoted fees shall rest solely with the consultant.

11.4. Certified copy of all the scanned and uploaded documents as specified above duly sealed and signed by the bidder shall also be submitted in physical form at the office of **Executive Engineer (JP), DTTDC Ltd., Delhi Haat Janakpuri, Lal Sai Marg, Janakpuri, New Delhi-110058** through registered post/speed post/ courier or by hand within 7days of bid opening.

12. EVALUATION OF BIDS

Bids shall be evaluated in Two Stages:

Stage-I: The Initial Eligibility Criteria shall be evaluated first. Those bids found to be responsive and qualifying the Initial Eligibility Criteria will be further evaluated as per criteria prescribed for Stage-I

evaluation and those who qualify the criteria shall be shortlisted for Stage-II evaluation.

Stage-II: This shall comprise submission of detailed Technical Proposal and making a power point presentation by the shortlisted bidders in Stage-I and accordingly evaluation of their 'Technical Proposal'. Thereafter 'Financial bid' of only those bidders, who qualify the Technical Bids, will be opened.

Final selection of the Consultant will be based on the combined total of their Technical and Financial Scores, with 80% weightage given to technical score and 20% weightage given to financial score.

Broad components of each stage of selection process shall be as follows:

Stage	Requirements / Important Components
Stage-I Short listing limited number of Consultants for Stage 2	(a) Registration on https://govtprocurement.delhi.gov.in website for downloading RFP document and site drawings and submission of bids. (b) Technical queries, if any, will be clarified during pre-bid meeting with prospective bidders. (c) Submission of Eligibility Bid by uploading EMD Declaration and documents supporting eligibility criteria and credentials as per the details given in the document. (d) Submission of online 'Financial Bids' in prescribed format. (e) Short listing of consultants for Stage-II by DTTDC Ltd.
Stage-II Final Selection of Consultant out of consultants shortlisted after Stage 1	(a) Shortlisted Consultant to give presentations on concept design proposal, project experience, competence and their capacity in project delivery, preparation of tender documents, experience of sub consultants including Structural and MEP consultants. Technical Score to be given based on above. (b) Opening of Financial bid of bidders who qualify evaluation criteria of Technical bid. (c) Selection of Consultant based on the combined total of their Technical and Financial Scores, with 80% weightage given to technical score and 20% weightage given to financial score. (d) Award of contract to the winning bidder (e) Submission of Performance Guarantee and signing of the Contract

12.1. EVALUATION CRITERIA FOR STAGE-I

12.1.1. Bidders shall be first scrutinized whether they have submitted all of the desired documents and fulfill '*Initial Eligibility Criteria*' prescribed in 'Notice Inviting Bids'.

12.1.2. Bidders who fulfill the '*Initial Eligibility Criteria*' shall be further evaluated for Firms Experience and Financial & Organizational Strength as below:

S. No.	Attributes	Max. Marks	Marks Awarded
I.	Experience in similar works (40 Marks): (a) Similar Work Experience (i) 60% marks for Initial Eligibility Criteria. (ii) 100% marks for twice the Initial Eligibility Criteria or more (iii) In between (i) & (ii) on pro rata basis. (b) Previous experience with Central / State Government / PSU / Autonomous body (100 % marks for <i>one project of any size</i>)	35	
		5	

II.	<p>Financial Strength (20 Marks) :</p> <p>(a) Average Annual Turnover during last 3 audited financial years</p> <p>(i) 60% marks for initial eligibility criteria.</p> <p>(ii) 100% marks for twice the initial eligibility criteria or more</p> <p>(iii) In between (i) & (ii) on pro rata basis.</p> <p>(b) Solvency</p> <p>(i) 60% marks for initial eligibility criteria.</p> <p>(ii) 100% marks for twice the initial eligibility criteria or more</p> <p>(iii) In between (i) & (ii) on pro rata basis</p>	15	
III	<p>Organizational Strength (Professional Qualification & Experience of Project Personnel) (40 Marks):</p> <p>(a) Project Architect / Team Leader:</p> <p>(i) Graduate with 10-15Yrs Experience - 12 Marks</p> <p>(ii) Graduate with >15Yrs Experience - 16 Marks</p> <p>(iii) Post Graduate with 10-15Yrs Experience - 16 Marks</p> <p>(iv) Post Graduate with >15Yrs Experience - 20 Marks</p> <p>(b) Team Members: (Architects / Structural Engineers* / MEP Engineers / HVAC Experts /Landscape Planner – 4 marks for each specialization)</p> <p>(i) Professional qualification in the relevant field with 5-10 Years’ Experience - 2 Marks</p> <p>(ii) Professional qualification in the relevant field with 10-15Yrs Experience - 3 Marks</p> <p>(iii) Professional qualification in the relevant field with >15Yrs Experience - 4 Marks</p> <p><i>* Structural Engineer shall have minimum qualification of Post-graduation in Structural Engineering</i></p>	20	
Total Initial Eligibility Evaluation Score (X)		100	

12.1.3. To pre-qualify, the bidder must secure score of minimum **60% marks in each** of the above three criteria (I, II & III) and **overall score of minimum 70% marks** in Stage-I Evaluation.

12.1.4. Bidders who qualify the above eligibility criteria of Stage-I will be shortlisted for Stage-II evaluation. The DTTDC Ltd. however reserve the right to restrict the list of such qualified firms to any number deemed suitable by it.

12.2. EVALUATION CRITERIA FOR STAGE-II

12.2.1. Shortlisted Consultant who qualified Stage-I Evaluation Criteria shall be asked to submit ‘Technical Proposal’ which shall be evaluated by the Evaluation Committee formed by the competent authority of the DTTDC Ltd.

12.2.2. The Bidder shall demonstrate Methodology proposed for performing the assignment, Composition of the team with emphasis on Team leader and his standing in the field knowledge and understanding of project requirement. The Bidder consultants shall be

required to make presentation of their concept, detailing, over all master plan involving details in 3D walk through with the help of adequate and specific details before the Evaluation Committee of the DTTDC Ltd.

12.2.3. ‘Technical Proposal’ shall include drawing panels and architectural model(s), a brief report elucidating the Concept Architectural Design, and a power point presentation as following:

A. Drawing Panels and Architectural Model(s)

The Architectural Design could be explained in the form of drawings with plans, sections at suitable scale, views, photographs and sketches along with Architectural Model(s) to show Architectural Character of building type / layout. The submission shall be restricted to A3 size with **maximum 10 single side print pages**.

B. Brief Report (Ten Copies)

A report containing details that help to explain the design will accompany the drawing panels. The report may be limited to A3 size with **maximum 30 single side print pages**. The report should explain the concepts and should include necessary drawings and data supporting the proposal. A total of 3 copies of reports will be required for submission.

C. Power Point Presentation

After the submission of Detailed Architectural Design, Employer will call the Bidders to make a presentation. Maximum time allotted for the power-point presentation will be 15 minutes. The presentation should include:

- The design proposal in detail supported with 3D visual renderings / walkthrough.
- A brief introduction about the firm, project experience, competence and capacity in project delivery.

12.2.4. The evaluation of the Technical Proposals shall be on the basis of concept, detailing, overall master plan, and presentation involving details in 3D walk through or any other criteria finalized by the evaluation committee, decision of which shall be final and binding and no claim whatsoever shall be entertained. The Bidders shall be required to make presentation of their concept with the help of adequate and specific details before the Evaluation Committee of DTTDC Ltd.

12.2.5. Evaluation committee shall evaluate the Technical Proposals as per the Evaluation Criteria given below:

S. No.	Parameters	Max marks	Marks awarded
PART-I: PRESENTATION OF REPORT (Max. Marks= 275)			
A	Site layout and land utilization, Urban Context, Landscaping & aesthetics and Parking (Max. Marks= 100)		
(i)	Site Layout and land utilization	30	
(ii)	Urban context	30	
(iii)	Landscaping &Aesthetics	20	
(iv)	Parking	20	

B	Concept & Design of buildings (Max. Marks = 150)		
(i)	Concept & Design	40	
(ii)	Space programming	30	
(iii)	Waiting areas, service areas	30	
(iv)	Light and ventilation	20	
(v)	Eco friendly/ Environment aesthetics	15	
(vi)	FAR utilization and future expansion	15	
C	Building efficiency, Services in building and FAR utilization etc. (Max Marks= 25)		
(i)	Building efficiency, services in building	15	
(ii)	Conservation of water	5	
(iii)	Waste management system	5	
TOTAL PART-I		275	
PART-II: Approach paper on proposed methodology and work plan in response to the terms of reference (Max. Marks = 25)			
(i)	Technical approach, objective formulations functional analysis	5	
(ii)	Program and phasing's for approvals	10	
(iii)	Bidder's knowledge and understanding of project requirement	10	
Total part-II		25	
Total Technical Evaluation Score (Y)		300	

12.2.6. To pre-qualify, the bidder must secure at least seventy five percent marks (75%) in each of the above criteria Part-I & Part-II.

12.2.7. Finally Combined Technical Score (TS) shall be worked out as below :

$$TS = (20 * X / 100) + (80 * Y / 300)$$

12.2.8. Firms securing 80 or more Technical Score (TS) shall only be considered technically qualified for opening of Financial Bids and evaluation thereafter. The DTTDC Ltd., however reserves the right to restrict the list of such qualified firms to any number deemed suitable by it.

13. OPENING OF FINANCIAL BID

After evaluation of Technical Proposals, Technical Scores (TS) will be declared and thereafter Financial Bids of firms considered technically qualified for opening of Financial Bids shall be opened at the notified time, date and place in the presence of the qualified Bidders or their representatives.

14. EVALUATION OF FINANCIAL BID

14.1. The bidders are required to quote fees for consultancy work in prescribed format inclusive of all prevailing taxes including GST and levies in the prescribed format. The price bid will include inter-alia, the fee for all components identified including detailed design, drawings and specifications for all parts covered in the scope of Project and shall be based on total scope of the work.

14.2. The lump sum quoted fee shall not be increased due to time and cost overrun. The lump sum fee

shall be quoted in Indian Rupees only.

- 14.3. The conditional bid shall not be accepted.
- 14.4. The lowest financial proposal (FP) shall be given a financial score (FS) of 100 points. The financial score (FS) of other proposals will be determined using the formula: $FS=100 \times FP/F$, in which FS is the financial score, FP is the lowest fees and F is the fees quoted by respective bidders.

15. SELECTION OF BIDDER AFTER OPENING OF FINANCIAL BID

- 15.1. The bidders may please note that 80% weightage will be given to the Technical Score (TS) and 20% weightage will be given to the Financial Score (FS) of the technically qualified bidders.
- 15.2. Proposals will be ranked according to their combined Technical (TS) and Financial (FS) scores using the weights (T=the weightage given to the Technical Score; F=the weightage given to the Financial Score; T+F=1). The weightage given to the technical and financial proposals will be T=0.80, and F=0.20. The Combined Score shall be calculated using the following formula: $S = TS \times T + FS \times F$. The Bidder who gets the maximum Combined Score (S) shall be declared successful. This has been demonstrated by the example as below:

Let us assume the 3 participating bidders scoring more than 60 Technical Score (TS) in the and their quoted fee is as under:

<u>S. No</u>	<u>Bidder</u>	<u>Technical Score (TS)</u>	<u>Quoted Fee (in crores)</u>
1	A	85	3.50
2	B	80	2.50
3	C	75	3.00

The Technical Scores will be applied a weightage of 80%. The lowest fee (FP) i.e. 2.50Crore will be given Financial Score (FS) of 100 and Financial Score of other bidders will be worked out on proportionate basis and thereafter weight age of 20% will be applied on marks so obtained. The **Combined Score (S) = TS x T + FS x F** of the bidders will be as below:

Combined Score of bidder A = $85/100 \times 80 + 2.50/3.50 \times 20 = 82.3$ marks

Combined Score of bidder B = $80/100 \times 80 + 2.50/2.50 \times 20 = 84$ marks

Combined Score of bidder C = $75/100 \times 80 + 2.50/3.00 \times 20 = 76.6$ marks

As per above, the Bidder B gets the maximum Combined Score (S) and shall be declared successful. **The bidder who gets the second highest score will be given award of Rs 1,00,000/- and the third position will be awarded Rs. 75,000/-**

The bidder should take enough care to submit all the information sought by the DTTDC Ltd. in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats. The DTTDC Ltd. has right to accept or reject any or all bids without assigning any reason.

16. AWARD OF WORK

- 16.1. The work will be awarded to the bidder, scoring highest Combined Score (S) amongst the technically qualified bidders. The successful bidder shall be informed by the Engineer-in-Charge through a letter of acceptance of his offer.
- 16.2. The consultant shall submit to the Engineer-in-Charge within 15 days of award of work, prescribed Performance Guarantee.

- 16.3. The consultant shall communicate to the Engineer-in- Charge with 15 days of award of work, the names of all the sub consultants to be associated with and shall enter into a formal agreement with sub consultants bringing out all the relevant terms of their association vis-à-vis consultant i.e., main architect/consultant.
- 16.4. The consultant shall submit to the Engineer-in- Charge for record, all the formal letters of confirmation from the sub consultants to work with the main architect/consultant. The selected bidder is expected to commence the Assignment within 22 days of issue of letter of award.
- 16.5. Formal agreement will be drawn by the concerned Executive Engineer, DTTDC Ltd.

SECTION-III
INFORMATION REGARDING ELIGIBILITY

FORM-T1

LETTER OF TRANSMITTAL

To

Executive Engineer (JP),
DTTDC Ltd., Delhi Haat Janakpuri,
Lal Sai Marg, Janakpuri, New Delhi-110058.

Subject: *Consultancy Services for “Comprehensive Architectural & Engineering Planning and Design of State Guest House “Dilli Sadan” at Sector19, Dwarka, New Delhi”.*

Sir,

1. I/We have read and examined the complete document including the instruction to bidders, scope of work and general conditions of the agreement and services to be provided during pre/ post construction stage for above-mentioned work.
2. I/We hereby express our interest and submit my/our ‘Eligibility Bid’ on prescribed formats for undertaking the work referred to in the aforesaid documents. I/We agree to abide by and fulfill all the terms, conditions and provisions of the selection process.
3. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
4. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
5. I/We hereby certify that the bidder firm is not barred or blacklisted by the Central Government and/or any State Government / or any autonomous body on the date of submitting this bid.
6. I/We hereby certify that during the last **seven** years, the bidder firm has neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the bidders or any of its constituents.
7. I/We also authorize ***Executive Engineer (JP), DTTDC Ltd., Delhi Haat Janakpuri, Lal Sai Marg, Janakpuri, New Delhi-110058*** to approach individuals, employers, firms and corporation to verify our credentials, competence and general reputation.

Date :

(Authorized signatory of the Bidder)
(Name and Address of Bidder)

Proforma for Earnest Money Deposit Declaration

Whereas, I/we (name of agency) have submitted bids for ----- (name of work)

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) if after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
- or
- 2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for DTTDC tenders from date of issue of suspension order.

Signature of the consultant(s)

DETAILS OF BIDDER

1. Name & address of the Bidder:
2. Telephone /Fax no. :
3. Legal status of the Bidder: (*attach copies of original document defining the legal status*)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Ownership details of the Firm/c Name of Proprietor / Partners / Directors:
5. Names and designation of Individuals authorized to act for the Firm:
(Attach copy Authorization/ POA for submission of this application on behalf of the Firm e.g. Power of Attorney, Board Resolution)
6. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization/Place of registration	Registration No.
i.	
ii.	
7. Names and titles of Directors & Officers with designation to be concerned with this work.
8. In which field of Civil Engineering construction/ Architecture the Bidder has specialization and interest?
9. Any other information considered necessary but not included above.

Signature of Bidder

PROJECT SHEETS

Project Sheets highlighting best innovative architectural design including those in high seismic zone, energy efficiency / climatically responsive architecture, use of sustainable / cost effective materials and technologies to be considered for this process. **(Maximum 10 projects)**

Name of the project	
Name of the Client	
Name of contact person of client: Designation : Telephone no. & email address:	
Project location	
Project Area in Sqm	
Project cost (in Rs.)	
Consultancy fee (in Rs.)	
Project status (ongoing / completed)	
Start Date	
Stipulated Date of completion	
Actual Completion Date	
Consortium Details if any:	
Lead Consultant	
Other Consultant in consortium	
Narrative description Highlighting special feature of the Project	
Description of Services provided:	

Note: Attach Copies of Work Orders, Completion Certificates, photographs etc. with individual project sheet.

FINANCIAL INFORMATION

Details to be furnished duly supported by figures in audited balance sheet, profit and loss account statement and acknowledged IT returns for the last three year duly certified by the Chartered Accountant.

Name of the Bidder: _____

Particulars	Financial Year				
	2015-16	2016-17	2017-18	2018-19	2019-20
Gross Annual Turnover from consultancy work (In Lakhs)					

Certified that the above financial information pertaining to the said bidder is correct and conforms to audited balance sheets.

Signature of Chartered Accountant with seal

Signature of Bidder

Note: Average Annual Turnover of last three audited financial years shall be considered. In case audited balance sheet for the latest financial is not available / audited yet, this shall be specifically mentioned. In case balance sheet for any year of these three preceding audited financial year is not provided, the gross turnover for that particular financial year will be treated as zero during evaluation.

CERTIFICATE OF NETWORTH

It is to certify that as per audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s..... (Name and registered address of the bidder), as on date is Rs. After considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on

Signature of Chartered Accountant with seal

Signature of Bidder

Date :

DETAILS OF PROJECT PERSONNEL TO BE EMPLOYED FOR THIS WORK

S. No.	Professional Field	Nos. Available for this work	Name	Qualification	Professional experience	How would be involved in this work	Remarks
1	2	3	4	5	6	7	8
1	Architects						
2	Structural Engineers						
3	MEP Engineers						
4	HVAC Engineers						
5	Landscape Planners						

Signature of Bidder

BIO-DATA OF TEAM LEADER (PROJECT ARCHITECT)

Proposed Role (Indicate Full Time /Part Time)	Project Architect	Photograph
Name		
Date of Birth		
Key Expertise		
Total years of experience in relevant field		

Education Qualification

Name of Degree	College and University	Specialization	Year of Passing

No. of Years of Professional Experience:

Organization	Designation	Period starting from DD/MM/YYYY	Ending date DD/MM/YYYY	Role/ Nature of work done in project	Duration (Years)

Details of Projects being handled

Project	Client	Period starting from DD/MM/YYYY	Time Duration	Responsibility / Role in project	Nature of work done in project

Any other information member may desire to highlight: (Awards/accolades won)

Certification: I, the undersigned, certify to the best of my knowledge and belief, this resume correctly describe my qualifications and experience. I am currently holding position of _____ (designation) in _____ (name of the firm) firm.

Signature

Date:

Place:

BIO-DATA OF TEAM MEMBERS FOR THE PROJECT

Proposed Role (Indicate Full Time /Part Time)		Photograph
Name		
Date of Birth		
Key Expertise		
Total years of experience in relevant field		

Education Qualification

Name of Degree	College and University	Specialization	Year of Passing

No. of Years of Professional Experience:

Organization	Designation	Period starting from DD/MM/YYYY	Ending date DD/MM/YYYY	Role/ Nature of work done in project	Duration (Years)

Details of Projects being handled

Project	Client	Period starting from DD/MM/YYYY	Time Duration	Responsibility / Role in project	Nature of work done in project

Any other information member may desire to highlight: (Awards/accolades won)

Certification: I, the undersigned, certify to the best of my knowledge and belief, this resume correctly describe my qualifications and experience. I am currently holding position of _____ (designation) in _____ (name of the firm) firm.

Signature**Date:****Place:**

PART-II
FINANCIAL BID

TERMS OF REFERENCE

1. PROJECT BRIEF :

1.1. **NAME OF WORK:** *Consultancy Services for “Comprehensive Architectural & Engineering Planning and Design of State Guest House “Dilli Sadan” at Sector-19, Dwarka, New Delhi”.*

1.2. **LOCATION :**

The Building will be established at the Plot of land belonging to **State Guest House** at Sector19, Dwarka, New Delhi.

1.3. **SITE LAYOUT PLAN**

Site Layout Plan is **annexed herewith** this RFP document. Soft copy of Site Layout Plan may be obtained from the office of Executive Engineer who is inviting the bids.

1.4. **DETAILS OF THE PROJECT :**

Government of NCT Delhi is the Governing authority of the National Capital Territory. As such, the Government of NCT Delhi received several international as well as domestic dignitaries. All the state has its own Bhawan in Delhi. Similarly, Govt. of Delhi intends to set up is Dilli Sadan for providing reliable and economic accommodation for staying of dignitaries/officers coming to Delhi for various purposes. Govt. Guest can also be serving officials as well as others.

DTTDC Ltd. has been assigned the project of construction of State Guest House “Dilli Sadan” at Sector-19, Dwarka, New Delhi-110075 in a plot of land measuring 3899.42 sqm located at Sector-19, Dwarka New Delhi.

The proposed Dilli Sadan shall have all the modern and latest facilities based on best practices in the country or outside the country. It is desirable that its looks shall contain elements of the old architectural / ancient heritage buildings of middle age historical Delhi. The State Guest House shall be designed with Best possible scheme to cater the requirements like Boundary Wall with elegant entrance gate, Entrance lobby, Conference hall, meeting rooms, kitchen / dining, Restaurant, Guest Rooms, single room suites, VIPs & VIIPs suites, souvenir shops, , ATM, Staff residential accommodation, basement parking in two-levels or so, surface Parking etc. along with all required services (Civil and E&M), HVAC, Power wiring, Data cables, Fire Fighting System, Roads and Hard standings, Effluent/Sewage Disposal, STP, Water Supply, Water treatment Plant, Storm Drainage, Rain water harvesting, Internal & External Electrification, Sub-stations, DG sets, Horticulture & Landscaping works / Potted Plants etc. complete as per the functional requirements given by Tourism Department authorities.

The built-up plinth area for the buildings to be constructed in the project for which Consultancy is to be provided is approximately 12000 Sqm. which includes two level basements for parking. This is, however, merely for rough guidance. The functional requirements and other details of the building/services have been furnished with this bid document and buildings shall be designed to meet the functional requirements in compliance with applicable building bye-laws.

This plot area of 3899.42is to be considered for preparation of Master Plan and for comprehensive planning & designing for the proposed buildings etc. to meet the present as well as future projected requirements with space utilization as per local bye laws in force

The maximum permissible ground coverage, FAR, Maximum height permitted and its height, setback on all sides etc. may be enquired from local authorities must be followed.

The Building will be raised with local architectural touch possessing an ambience designed in accordance with standard green building concept and guidelines.

The design shall be in strict conformity with the prevailing local bye-laws, environmental clearance and regulations and any other applicable statutory requirements.

The Buildings shall be designed suitable for the comfortable usage of differently abled persons as per the latest versions of “Guidelines and space standards for Barrier free Built Environment for Disabled and Elderly Persons” published by CPWD (Central Public Works Department, Ministry of Urban Affairs & Employment), India and the stipulations of the statutory bodies, for the respective areas of staff, public and toilets etc.

Provisions of lifts, corridors, staircases, toilets, shafts/spaces for various services, etc. shall be made as per the stipulations of the National Building Code, National Electric Code, Relevant IS Codes and also the local bye-laws & statutory requirements.

Necessary provisions shall be made for suitable and statutory fire-fighting installations.

1.5. **SUGGESTIVE FUNCTIONAL REQUIREMENT :**

The State Guest House shall be designed with Best possible scheme to cater the requirements like Boundary Wall with elegant entrance gate, Entrance lobby, Conference hall, meeting rooms, kitchen / dining, Restaurant, Guest Rooms, single room suites, VIPs & VIIPs suites, souvenir shops, , ATM, Staff residential accommodation, basement parking in two-levels or so, surface Parking etc. along with all required services (Civil and E&M), HVAC, Power wiring, Data cables, Fire Fighting System, Roads and Hard standings, Effluent/Sewage Disposal, STP, Water Supply, Water treatment Plant, Storm Drainage, Rain water harvesting, Internal & External Electrification, Sub-stations, DG sets, Horticulture & Landscaping works / Potted Plants etc. complete as per the functional requirements given by Tourism Department authorities.

The functional requirements as above are indicative only for the propose of preliminary concept designs preparation as part of Technical Proposals by the bidders. Actual requirements shall be finalized by the consultant in consultation with client representative to their satisfaction and final building plans shall be prepared accordingly for which nothing extra shall be payable.

2. **SCOPE OF CONSULTANCY JOB :**

2.1 **Broad scope of consultancy job shall include -**

2.1.1 The scope of services for the consultant is to provide comprehensive consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of master plan including obtaining its statutory and local bodies approvals, preliminary project report, preliminary estimate, detailed architectural drawings, detailed structural analysis, design and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, detailed project report and preparation of all Bid/ Tender documents etc. Consultant shall prepare and supply all the coordinated good for construction drawings, inverted ceiling plan including structural drawings duly proof checked from any of IITs, NITs or Government Engineering College of repute to be approved by the Engineer-in-charge. Fee of Proof Consultant shall be borne by the department. ***The Consultant shall be associated till completion of the project and he shall be responsible for obtaining completion certificate from the concerned local body.***

The built-up plinth area for the buildings to be constructed in the project for which

Consultancy is to be provided is approximately 12000 sqm. This is however merely for rough guidance. Detailed functional requirements and other details of the building/services have been furnished with this bid document and buildings shall be designed as per functional requirements.

The building is too designed as a green building. All the project components are to be designed with Green features so as to obtain minimum rating of “three stars” on ‘GRIHA’ Rating system by TERI (The Energy and Resource Institute) or equivalent rating from any other Govt./ Autonomous /Private body framing guidelines and issuing rating of new constructed buildings for energy and environmental performance as decided by client.

The consultant shall be **responsible for obtaining minimum rating of “three stars” on ‘GRIHA’ Rating system by TERI** (The Energy and Resource Institute) or equivalent rating from any other Govt./ Autonomous /Private body framing guidelines and issuing rating of new constructed buildings for energy and environmental performance as decided by client.

- 2.1.2 Prepare detailed architectural, structural, services and landscaping design drawings of the proposed Buildings, internal & external services, parking etc. and all related works for completion of the consultancy work as per scope of the work covered under the comprehensive consultancy services.
- 2.1.3 The consultant shall maintain constant and regular interaction with the DTTDC Ltd. /client and structural/ services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- 2.1.4 Only the topographical survey plan and sub-soil investigation data will be made available to the consultant. Any other details regarding the existing services and /or verification of the topographical plan and sub soil data in view of any observed deficiency and /or discrepancies and /or and other constraints existing in and around the site will be the responsibility of the consultant. Any additional details required for preparation of master plan, shall be arranged/ worked out by the consultant at their cost.
- 2.1.5 The consultant shall also **prepare the bid documents** for call of tenders for execution of work in suitable packages. The Detailed Estimate showing details of measurement, BOQ, draft tender document, analysis of rates, specifications etc. shall have to be prepared and submitted by the consultant to the Engineer-in-Charge, DTTDC Ltd. for formal approval. Six copies of approved tender documents shall be submitted along with soft copies.
- 2.1.6 The services of the consultant shall be available during entire execution of project. **All necessary modification/ corrections shall have to be carried out by the consultant as and when the need arise and nothing extra shall be payable on this account.**
- 2.1.7 The Consultant and the Sub-Consultant may also be required to visit the ongoing works during execution stage to ensure that the works are being executed as per approved scheme of the Consultants. Rendering advice during this phase also shall be responsibility of the Consultant.
- 2.1.8 To assist the DTTDC Ltd. regarding the sequence and methodology of construction.
- 2.1.9 The Consultant shall co-ordinate with the DTTDC Ltd. and attend meetings with the DTTDC Ltd. as and when required including meeting with the client and contractors.
- 2.1.10 The consultant shall also assist the DTTDC Ltd. in making presentation and necessary

presentation materials shall be provided by the consultant.

- 2.1.11 The consultant shall take all necessary **statutory approval of 'Completion Plan'** from all local authorities, **Environmental Clearances** etc., if required for occupation of the buildings after completion of construction works. Preparation of all submission drawings / materials and models for these approvals will be responsibility of the consultant.
- 2.1.12 To carry out site evaluation and prepare site zoning and to propose various options for layout of the proposed buildings, their linkages, separation etc. as per the requirements.
- 2.1.13 Consultants shall prepare Layout Plan showing proposed structures. Six sets of drawings and one soft copy of the drawings in scale 1:200 shall be given to the Employer.
- 2.1.14 Environmental Impact Assessment, if required shall also be prepared by the consultant and got approved by him from statutory bodies.
- 2.1.15 Parking, landscape design, bulk services systems shall also be designed by the consultant.
- 2.1.16 Consult user authority to assess the functional requirements to finalize the buildings layout.
- 2.1.17 Submit 3D presentation to substantiate the conceptual design to the Client/Employer along with a **model in scale 1:200**.
- 2.1.18 Prepare preliminary design and drawings for the proposed buildings as Green building including internal services, parking, external services, landscaping etc., obtain approval of the DTTDC Ltd./client and submit drawings to local bodies for approval.
- 2.1.19 Prepare preliminary estimate on the basis of area supported with details of rates adopted. Framing of Preliminary Estimate to be based on CPWD guidelines for framing Preliminary Estimate, CPWD DPAR- 2020 and market rates for non-scheduled items.
- 2.1.20 Obtain approvals and clearances of Master Plan and building plans from all Local bodies/authorities and concerned agencies.
- 2.1.21 Carry out the environmental assessment study and to obtain NOC from Ministry of Environmental or any other Govt. agency for the existing and proposed buildings.
- 2.1.22 The consultant is required to prepare preliminary design/submission drawings for the above-mentioned Buildings and facilities based on the suggested areas. The building is too designed as Green building. The areas are only indicative and may vary as per need and requirement during the concept formulation stage. No extra payment for modifications arising out of variations shall be payable for the same.

2.2 Architectural Planning and design

- (a) Interact with client and assess the exact requirement of client for preparation of concept and comprehensive Master Plan for the entire plot area.
- (b) The Consultant shall prepare the drawings as per the local By Laws. The architectural design shall be carried in the terms of specifications of National Building Code, and PWD Disability Act Guidelines etc. and in compliance to various other approvals.
- (c) To carry out site evaluation and prepare site zoning and to propose various options for layout of the proposed buildings, their linkages in consultation with Client/Employer etc.
- (d) Preparation of Building wise Floor plans to be in 1 : 200 or 1 : 100 or any other scale as per prior approval of the Engineer-in-Charge.

- (e) Preparation of Elevations and Sections
- (f) Preparation of Typical details in 1: 50 or any other scale as per prior approval of the Engineer-in-Charge.
- (g) Preparation of interior design and Room wise Equipment /furniture layout/furnishing. Equipment layout drawings to be at 1: 100 or any other scale as per prior approval of the Engineer-in-Charge for major areas.

2.3 Structural planning and design

- (a) Framing and preparation of structural system.
- (b) Building/structure wise structural analysis and design.
- (c) Preparation of building/structure wise preliminary structural drawings.
- (d) Preparation of building/structure wise detailed structural 'Good for Construction' drawings.
- (e) The structural design shall be carried out in terms of latest editions (and up-to-date correction/amendment/errata of BIS Codes (Bureau of Indian Standards), Other relevant seismic/other codes for making Building Earthquake Resistant, and as desired by the client/ Employer. The Proof Checking of the Structural Drawings shall be carried out from Reputed Government Engineering Institutes like IITs, NIT sector as approved by the Engineer-in-charge. *The fee for proof checking shall be borne by the department.*
- (f) Submission of all design calculations in hard/ soft copies.

2.4 Services and Miscellaneous works

- (a) External Bulk services with schematic planning and design like water supply, sewerage system, ETP/STP, storm water drains, Gates, underground parking, underground water tanks, roads, paths, horticulture, street furniture, disabled friendly corridors, signage, Landscape as per green area norms, Interior Automatic Fire Alarm System, wet risers, fire Sensing system, Sprinklers, LAN, EPABX, Solar Water Heating, as per norms HVAC, CCTV, access control system, BMS, UPS, TV, Point wiring, Dish antenna, Projector & Multimedia, IT(Server, PC etc.), Lifts, Electric Sub Station and DG Sets and load factor / DG Set specifications, art work or any other service for completion and commissioning of the Project.
- (b) Coordination of various services
- (c) The required internal and external services have to be planned with economical cost, minimum maintenance and lowest consumption of energy, water & electricity.
- (d) One combined integrated drawing of all services will be prepared (for internal & external services separately). For services being laid in false ceiling, an integrated plan of all services will also be prepared to avoid interference from each other.

2.5 Presentations and Models

- (a) Preparation of Model(s) to scale 1:200.
- (b) Preparation of 3D views and blow ups of typical and critical areas and walk through.

2.6 Approval From local Authorities

- (a) The consultant shall take all necessary statutory approval from all local authorities including Development Authority, Pollution Control Board, Environmental clearances etc. Preparation

of all submission drawings (any numbers) / materials and models according to size/scale for local bodies.

- (b) The consultant shall take all necessary statutory approval of 'Completion Plan' from all local authorities, Fire, Pollution Control Board, Environmental clearances etc. for occupation of the buildings after completion of construction works. Preparation of all submission drawings (any numbers)/ materials and models for these approvals.
- (c) All statutory payments required for these approvals from local authorities shall be made by the Engineer-in-charge.

2.7 Specifications

- (a) Preparation of Data sheet showing Room, Type wise and Building wise finishing, flooring and Door window, and other high end Inventory schedule.
- (b) Preparation of Technical Specification for civil works, electrical works, services, equipment's, furniture, furnishing etc. for all items.

2.8 Estimate and Costing

- (a) Preparation of Preliminary Project cost estimate(s) for the entire scope of the project involved based on applicable Plinth Area Rates and Market rates for non-schedule items as per the prescribed format of CPWD.
- (b) Preparation of detailed cost estimate(s) of the entire scope of the project by considering individual/group of buildings/structures, Civil Services/Electrical Services/Furniture/Landscaping etc., based on Latest CPWD Delhi Schedule of Rates (DSR) on the prescribed format. The Detailed Estimate showing details of measurement, BOQ, draft tender document, analysis of rates, specifications etc. shall have to be prepared and submitted by the consultant to the Engineer-in-Charge, DTTDC Ltd. for formal approval. Six copies of approved tender documents shall be submitted along with soft copies.

2.9 Soil Investigation

Only the topographical survey plan and sub-soil investigation data will be made available to the consultant. Soil investigation of the land under reference shall be got done by the Employer for which location of the required number of bore holes, its location duly marked on the drawings and requirement of data shall be submitted by the consultant. Report of such sub-soil investigation shall be made available to the consultant after completion of the work of sub-soil investigation. In case the consultant wishes to collect additional/more information/details pertaining to sub-soil conditions for designing of foundation system, he shall be free to collect such information at its own cost and nothing extra shall be payable on this account.

2.10 Tendering

The consultant shall prepare the bid documents along with schedule of quantities, specifications, and special conditions etc. For call of tenders for execution of work in suitable packages to be decided in consultation with the DTTDC Ltd. The document shall be prepared by consultant to the satisfaction of the DTTDC Ltd., ESIC to ensure transparent and competitive bidding as per latest CPWD guidelines.

2.11 General

- (a) Minimum six sets of all approved drawings and soft copies of the same will be furnished by the Consultant free of cost. However, in case additional sets of drawings in hard copy are essentially required by the Employer/Client, the same shall also be provided free of cost and nothing extra shall be payable on this account.

The details of the scope of the work involved mentioned in this RFP are broad and suggestive. Notwithstanding the details of the scope of the work and role of consultant mentioned elsewhere in this RFP, the consultant is required to provide consultancy services on all aspects of the work for completing comprehensive Architectural & Engineering Planning and Designing of the project including all services.

- (b) However, the employer reserves the right to exclude any of the above services from the scope of the consultant's work. In case of withdrawal of any services from the scope of consultant's work at later stage, the consultant shall be paid for the stage of work done by him up to the date of withdrawal of such item/item of work and services.

3. PAYMENT OF REMUNERATION:

- 3.1 The Employer shall pay to the consultant as remuneration for the services to be rendered by the Consultant in relation to said work, a Lump Sum Amount. The fees shall be exclusive of charges to be paid to various authorities for seeking NOC/approvals. Such charges shall be reimbursed on production of original receipt of the same. The employer shall, however, have the liberty to omit, postpone or not to execute any work but the consultant shall not be at liberty to omit, postpone or not execute any work. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fees which have become payable to them for the service actually rendered by them.
- 3.2 The consultation fees as per the schedule of fees are inclusive of fees payable by the Consultant to any other sub-consultant including green building consultant and Associates if engaged by him and nothing extra shall be payable by the employer on this account.
- 3.3 The fees payable to the consultant shall be in full discharge of functions to be performed by the consultant and no claim whatsoever against the employer in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending against such claims.
- 3.4 If the consultant fails to execute any sub-component within specified time/extended time (as approved by Engineer-in-Charge) or the same is not to the satisfaction of Engineer-in-Charge then the ***Engineer-in-Charge may get the same component executed at the risk & cost of consultant.*** The whole expenditure thus incurred for satisfactory execution of sub-component shall be deducted from the amount due to consultant. The decision of Engineer-in-Charge will be final & binding.

4. PAYMENT SCHEDULE :

S. No.	Activities	%age of total amount	Cumulative %age
1.	Overall Master Planning of the project considering full permissible FAR & developing concept drawing & obtaining approval from DTTDC.	5	5
2.	Preparation of DPR & obtaining its approval from DTTDC, keeping in mind minimum Griha Rating System. Rationalization of Concept Designs based upon the accepted DPR & development of 3D Views.	5	10
3.	On Submission / Finalization of detail architectural drawings, structural and service drawings (in soft & hard copies both)& submission / Finalization of Detail Estimate & Details of measurement, Analysis of rate, tender drawings, specification and draft tender document/NIT	20	30
4.	Submission of Drawings/Documents to All Local Body & other statutory authorities for start of construction activities.	5	35
5.	On Submission/ Finalization of tender documents for call of tender.	5	40
6.	On Issue of “Good for Construction” (GFC) drawings.	10	50
7.	CONSTRUCTION STAGE		
8.	On completion of construction (50% work)	15	65
9.	On completion of construction (100% work)	15	80
10.	On submission of completion drawings to the local bodies.	10	90
11.	On approval of completion drawings by the local bodies and issue of Completion Certificate	10	100

Note:

1. Payment of fee as per the various stages of the above Payment Schedule shall be considered as due only when the entire work up to that stage is completed in all respects for all the buildings, structures, landscaping, and external development. No intermediate payment on pro-rata basis shall be admissible for release to the consultant.
2. For running payments, the consultants shall submit necessary bill in duplicate. The payment due to the consultant will be made within one month of submission of bills of the corresponding stage after satisfactory performance.

5. TIME SCHEDULE:

S. No.	Activities	Time Period	
		For this Activity	Progressive period from commencement
A	PRELIMINARY STAGE		
A.1	Submission of conceptual drawings, design & layout Plan.	02 weeks	02 weeks
A.2	Approval of concept plan/design by DTTDC Ltd. / Client	02 weeks	04 weeks
A.3	Submission of project report including preliminary cost estimate of all project components after getting approval of plan from Client.	02 weeks	06 weeks
B	APPROVAL FROM LOCAL BODIES STAGE		
B.1	Submission of plan, model, reports, EIA Study etc. to local bodies & approval from local bodies and obtaining Environmental clearance.	04 weeks	10 weeks
C	DETAILED DRAWINGS & DESIGN STAGE		
C.1	Submission of preliminary architectural drawings for Structural design and service drawings.	01 weeks	11 weeks
C.2	Submission of preliminary Structural design and drawings with the input from Proof consultants.	01 weeks	12 weeks
C.3	Submission of all Preliminary service drawings.	01 weeks	13 weeks
C.4	Submission of Detailed Architectural and Service drawings.	02 weeks	15 weeks
C.5	Submission of Structural design and Drawings.	01 weeks	16 weeks
C.6	Final “Good for Construction” (GFC) drawings.	01 weeks	17 weeks
C.7	Submission of Detailed estimate (DE) & Details of measurement, Analysis of rates, tender drawings, specifications and draft tender document (NIT).	01 weeks	18 weeks
C.8	Submission of Final tender documents for call of tender etc.	02 weeks	20 weeks
D	CONSTRUCTION STAGE		
D.1	Supervision, approval of shop drawings submitted by contractors and issue of finer details and drawings as per requirement.	As per construction contract period	
F	POST CONSTRUCTION STAGE		
F.1	Obtaining completion occupancy certificate from local bodies	Within 8 Weeks after date of completion of project.	

GENERAL CONDITIONS OF CONTRACT

1. PERFORMANCE GUARANTEE

- 1.1. The Consultant shall submit an irrevocable **Performance Guarantee of 3%** (Three percent) of the bid amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within **15 (Fifteen) days** from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of **7 (Seven) days** on written request of the Consultant stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Fixed Deposit Receipts / Deposit at Call receipt /Banker's Cheque /Demand Draft /Pay Order of the State Bank of India or any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of the State Bank of India or any Scheduled Bank in accordance with the form **Annexed herewith** this RFP Document.
- 1.2. The Performance Guarantee shall be initially valid for **24 months** will be get extended till construction work of the buildings under scope the consultancy work is completed and **"completion / occupancy certificate"** is obtained from local bodies. The performance guarantee shall be returned thereafter to the Consultant, without any interest.
- 1.3. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the DTTDC Ltd. is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the Consultant to pay DTTDC Ltd. any amount due, either as agreed by the Consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - (c) Failure to execute any subcomponent for which action to get it done at Risk and cost of the consultant is taken.
- 1.4. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DTTDC Ltd.
- 1.5. The performance guarantee shall be released on successful completion of all the activity as mentioned in the Time Schedule.

2. RECOVERY OF SECURITY DEPOSIT

The Consultant Firm whose bid may be accepted (hereinafter called the Consultant) shall permit DTTDC Ltd. at the time of making any payment to him for the work done under the contract to deduct a sum at the rate of 2.50% of the gross amount of each running/stage payments bill and final bill till the sum deducted, will amount to security deposit of 2.50% of the accepted bid value of the work. Such deductions will be made and held by DTTDC Ltd. by way of Security Deposit.

All compensations or the other sums of money payable by the Consultant under the terms of this contract may be deducted from, or from any sums which may be due to or may become due to the Consultant by

DTTDC Ltd. on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the Consultant shall within 10 days make good in cash, any sum or sums which may have been deducted from his security deposit. The security deposit shall be collected from the running bills of the Consultant at the rates mentioned above. Earnest money deposited at the time of tenders will be refunded after receipt of Performance Guarantee.

3. COMPENSATION FOR DELAY

If the Consultant fails to maintain the required progress to complete the work as per time schedule or extended date thereof, he shall, without prejudice to any other right or remedy available under the law to the DTTDC Ltd. on account of such breach, pay as agreed compensation amount calculated @ 1 % per month of delay to be computed on per day basis or as decided by the **Superintending Engineer / Chief Engineer /CPM** (whose decision in writing shall be final and binding) may decide on the amount of Bid value of the work for every completed day/month (as applicable) that the progress remains below that specified in the Time Schedule that the consultancy job remains incomplete.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the bid value of work or of the bid value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Consultant under this or any other contract with the DTTDC Ltd.

4. TERMINATION OF CONTRACT

Subject to their provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Consultant in respect of any delay, inferior work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- 4.1. If the Consultant having been given by the Engineer-in-Charge a notice in writing that he failed to deliver the products expected of them during or at the end of consultancy work and fails to comply with the requirement of such notice for a period of seven days thereafter.
- 4.2. If the Consultant has, without reasonable cause, suspended the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to perform the work satisfactorily and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- 4.3. If the Consultant fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- 4.4. If the Consultant persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- 4.5. If the Consultant shall offer or give or agree to give to any person in DTTDC Ltd. service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for.
- 4.6. If the Consultant shall enter into a contract with DTTDC Ltd. in connection with which

commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

- 4.7. If the Consultant shall obtain a contract with DTTDC Ltd. as a result of wrong Bidding or other non-bona fide methods of competitive Bidding or commits breach of integrity agreement.
- 4.8. If the Consultant being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- 4.9. If the Consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- 4.10. If the Consultant shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- 4.11. If the Consultant assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the Consultant has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the DTTDC Ltd. shall have powers:

- a) To determine the contract as aforesaid (of which termination notice in writing to the Consultant under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the DTTDC Ltd.
- b) After giving notice to the Consultant to measure up the work of the Consultant and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Consultant to complete the work. The Consultant, whose contract is determined as above, shall not be allowed to participate in the Bidding process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the Consultant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Consultant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In case, the work cannot be started due to reasons not within the control of the consultant within

1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case consultant wants to close the contract, he shall give notice to the DTTDC Ltd. stating the failure on the part of DTTDC Ltd. In such eventuality, the Performance Guarantee of the consultant shall be refunded.

5. TIME FOR COMPLETION

- 5.1. The time allowed for completion of the consultancy job will be as specified in this bid document or the extended time in accordance with these conditions shall be the essence of the Contract. If the Consultant commits default in commencing the execution of the work as aforesaid, DTTDC Ltd. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 5.2. If the work remains incomplete at any stage with reference to time schedule, and reason for delay cannot be substantiated, compensation as above, shall be levied on the consultant. The decision of Superintending Engineer/CPM 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
- 5.3. Request for extension of time, to be eligible for consideration, shall be made by the Consultant in writing on happening of the event causing delay to the Superintending Engineer/CPM. The Consultant may also, if practicable, indicate in such a request the period for which extension is desired. In any such case the Superintending Engineer/CPM may give a fair and reasonable extension of time and re-schedule the "time schedule". Non-application by the consultant for extension of time/ re-scheduling of "time schedule for works" shall not be a bar for giving a fair and reasonable extension/**re-scheduling of "time schedule"** by the Superintending Engineer/CPM and this shall be binding on the Consultant

6. FORECLOSURE OF CONTRACT

If the DTTDC Ltd. due to the abandonment or reduction of scope of works due to any reason whatsoever do not require the whole or any part of the works to be carried out, the Engineer-in-charge by giving a notice may foreclose the agreement. In such circumstances the consultant shall be paid for the submission and work stages for which approvals are already granted, the earnest money deposit and the Performance guarantee of the consultant shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the employer shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Consultant.

7. SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all disputes arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- 7.1. If the Consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if Engineer-in-charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of arising of the disputes request the Chief Engineer /CPM who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written

response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from Chief Engineer/CPM from the receipt of Consultant's appeal. The constitution of Dispute Redressal Committee (DRC) shall be done by the Chief Engineer/CPM.

- 7.2. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer/CPM for appointment of arbitrator on prescribed Performa under intimation to other party.
- 7.3. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the decision of DRC.
- 7.4. Subject to provisions in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the Arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.
- 7.5. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.
- 7.6. The place of arbitration shall be Delhi. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitrator shall decide the venue.

8. CONSULTANT TO INDEMNIFY THE DTTDC Ltd. AGAINST PATENT RIGHTS

The Consultant shall fully indemnify and keep indemnified the DTTDC Ltd. against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against DTTDC Ltd. in respect of any such matters as aforesaid, the Consultant shall be immediately notified thereof and the Consultant shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Consultant shall not be liable to indemnify the DTTDC Ltd. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

9. LEVY/TAXES PAYABLE BY CONSULTANT

All applicable Taxes (including GST) in respect of this contract shall be payable by the Consultant and DTTDC Ltd. shall not entertain any claim whatsoever in this respect.

10. JURISDICTION OF COURTS

For any breach of the terms and conditions of this Agreement or for issues relating thereto with respect to its interpretation, liabilities, or any other issue, the courts at **DELHI** shall have the sole and exclusive jurisdiction to entertain and decide the issues involved.

11. CONFIDENTIALITY

The consultant agrees that any information provided to them for discharge of their obligations under this contract is confidential and it shall be used for the purposes of this Agreement only and the same shall not be disclosed to any third party.

12. NUMBER OF DOCUMENTS AND COPY RIGHT

- 12.1. All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in 6 (six) copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. Six copies of all the final drawings shall be submitted to the Engineer-in-Charge along with a soft copy in CD for reproducing it in A-1 or large size. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings/designs/reports will become the property of the Engineer-in-Charge. The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.
- 12.2. **Issue of detailed working drawing/Modifications:** The consultant will issue 6 (six) copies of detailed working drawings architectural as well as structural drawings. Structural analysis & structural drawings shall be submitted after proof checking by any of IITs, NITs or Government Engineering College of repute to be approved by the Engineer-in-charge. These drawings should be on suitable duly marked good for construction and signed by the Architect for taking up the work during execution any discrepancy pointed out by the Engineer-in-Charge with regard to mismatch between architectural drawings and structural drawings shall be set right by the consultant and fresh drawings or Part of drawings shall be issued by the consultant incorporating such correction/modifications and nothing extra shall be paid on this account.
- 12.3. The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

13. RESPONSIBILITY OF ACCURACY OF DESIGN:

- 13.1. The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the project. He shall indemnify the DTTDC Ltd. against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project.
- 13.2. Consultant would ensure that the variation in quantities (Overall Values) shall not be more than 10%, subject to the DTTDC Ltd. not making any changes after the bid.
- 13.3. The drawings prepared by the Consultant should have proper layer management and should be available to DTTDC Ltd. in Auto CAD format/soft copy in which the flexibility to make any change exists. These drawings shall be the property of the DTTDC Ltd.

FINANCIAL BID

I/We have read and examined the bid document relating to the Consultancy Services for “*Comprehensive Architectural & Engineering Planning and Design of State Guest House “Dilli Sadan” at Sector-19, Dwarka, New Delhi*”.

I/We hereby offer to provide consultancy services as per terms and condition in the bid documents as per our rate

I/We hereby offer to provide consultancy services for the specified project for the DTTDC Ltd. as per specified scope of work within the specified time and as per terms and condition laid down in the bid documents as per our rate quoted below *inclusive of all prevailing taxes (including GST)* and levies.

S. No.	Item of Work	Quantity	Unit	Rate	Total Amount both in Figures & Words (Inclusive of GST)
1	Providing consultancy services for “ <i>Comprehensive Architectural & Engineering Planning and Design of State Guest House “Dilli Sadan” at Sector-19, Dwarka, New Delhi</i> ” as per scope of work and Terms & Conditions of Bid document.	1.00	Job		

I/We agree to keep this Financial Offer valid for **75 days** from the last date of submission of Bids. A copy of receipt of deposition of prescribed earnest money along with original instrument of EMD is scanned and uploaded.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said DTTDC Ltd. shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that DTTDC Ltd. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another agency on back to back basis. Further that, if such a violation comes to the notice of DTTDC Ltd., then I/we shall be debarred for bidding in DTTDC Ltd. in future forever. Also, if such a violation comes to the notice of DTTDC Ltd. before date of start of work, the Engineer-in-charge shall be free to take action as per EMD declarations & forfeit Performance Guarantee.

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

Date :

(Authorized signatory of the Bidder)

(Name and Address of Bidder)

ACCEPTANCE OF BID

The above Financial Bid (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the DTTDC Ltd. for a sum of Rs..... (Rs.).

The letters referred to below shall form part of this contract agreement:

- (a)
- (b)
- (c)

(For & on behalf of MD&CEO, DTTDC Ltd.)

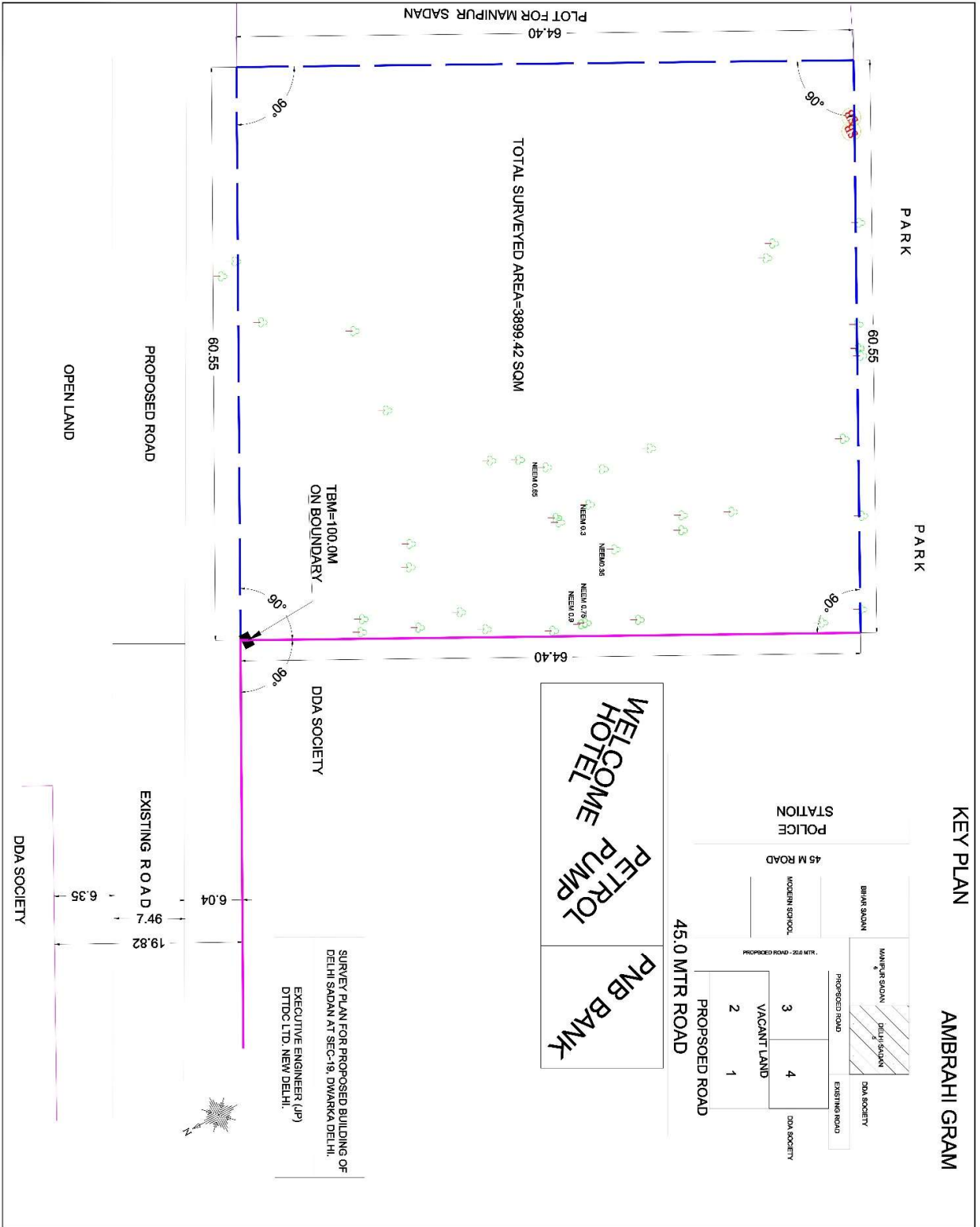
Dated:

Signature.....
Designation.....

PART -III

ANNEXURES

SITE LAYOUT PLAN



Proforma for Earnest Money Deposit Declaration

Whereas, I/we (name of agency) have submitted bids for ----- (name of work)

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) if after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
or
- 2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for DTTDC tenders from date of issue of suspension order.

Signature of the consultant(s)

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

1. In consideration of the **DTTDC Ltd.** (hereinafter called "the DTTDC Ltd.") having offered to accept the terms and conditions of the proposed agreement betweenand..... (Herein after called "the said consultant(s)") for the work (Herein after called "the said agreement") having agreed, to production of an irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security/ guarantee from the consultant(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We(Indicate the name of Bank)..... (Hereinafter referred to as "as Bank") hereby undertake to pay to the DTTDC Ltd. an amount not exceeding Rs..... (Rupees.....) only on demand by the DTTDC Ltd..

2. We(indicate the name of Bank)do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the DTTDC Ltd. stating that the amount claimed is required to meet the recoveries due or likely to be due from the said consultant (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We, the said bank further undertake to pay the DTTDC Ltd. any money so demand notwithstanding any dispute or disputes raised by the consultant(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the consultant(s) shall have no claim against us for making such payment.

4. We(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DTTDC Ltd. under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of the DTTDC Ltd. certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said consultant(s) accordingly discharges this guarantee.
5. We.....(indicate name of the Bank) further agree with the DTTDC Ltd. that the DTTDC Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DTTDC Ltd. against the said consultant(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said consultant(s) or for any forbearance, act of omission on the part of the DTTDC Ltd. or any indulgence by the DTTDC Ltd. to the said consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the consultant(s).
7. We (Indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the DTTDC Ltd. in writing.

8. This guarantee shall be valid upto.....unless extended on demand by DTTDC Ltd.. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. (Rupees.....) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated, theDay of.....For.....(Indicate the name of the Bank)