



PUBLIC WORKS DEPARTMENT
(Government of N.C.T. of Delhi)

REQUEST FOR PROPOSAL (RFP)

**COMPREHENSIVE CONSULTANCY SERVICES FOR
PLANNING, DESIGNING AND DEVELOPMENT OF**



**THE NEW CAMPUS OF AMBEDKAR UNIVERSITY DELHI
AT SECTOR-3, ROHINI, DELHI-110085**

Executive Engineer,
Housing Project Division-IV,
PWD, Govt. of NCT of Delhi
Bhai Nihal Singh Marg, Lajpat Nagar-4,
Delhi-110024. Phone: 011-26441871
Email: eepwddelhihousing4@gmail.com



**REQUEST FOR PROPOSAL
FOR
COMPREHENSIVE CONSULTANCY SERVICES**

Name of work: **Comprehensive Consultancy Services for Planning, Designing and Development of New Campus of Ambedkar University Delhi at Sector-3, Rohini, Delhi-110085**

NIT/RFP No.: **01/CPM/Housing/PWD/2018-19**
Tender ID: - **2018_PWD_151420_1 dt. 22.05.2018**
Security Deposit **2 ½% of Tendered Cost**
Performance Guarantee: **5% of Tendered cost**

Contract Period: **72 Months (48 months for Planning, Designing and Development + 24 months defect liability period)**

This bid document contains **113 pages from 01 to 113 including the cover & last page**

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**Assistant Engineer
Housing Project Division-4**

-sd-

**Executive Engineer
Housing Project Division-4**

-sd-

**Assistant Engineer (Elect.)
Housing Project Electrical Division**

-sd-

**Executive Engineer (Elect.)
Housing Project Electrical Division**

-sd-

**Asstt. Project Manager (P)
Housing**

-sd-

**Dy. Project Manager (P)
Housing**

APPROVED

-sd-

**CHIEF PROJECT MANAGER (HOUSING)
PUBLIC WORKS DEPARTMENT (GNCTD)
NEW DELHI**

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CHAPTER 1

PRESS NOTICE



CHAPTER-1

Press Notice

Request for Proposal (E-Tendering)

Executive Engineer, Housing Project Division-IV, PWD (GNCTD), Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi-110024 invites on behalf of President of India, online bids in two bids system (i.e. Financial Bid and Technical Bid) from the eligible and reputed Architecture/Engineering Consultancy firms for the work of **Comprehensive Consultancy Services for Planning, Designing and Development of New Campus of Ambedkar University Delhi at Sector-3, Rohini, Delhi-110085**

RFP/NIT No. 01/CPM/Housing/PWD/2018-19

Pre-bid conference date: 01/06/2018 at 11:00 A.M. Last date & time of submission of bid through e-tendering is 08/06/2018 up to 3:00 P.M. Tender ID No. 2018_PWD_151420_1 dt. 22.05.2018

The Bid forms and other details can be seen and downloaded from the website.

<https://govtprocurement.delhi.gov.in>

Not to be published below this line.

**Executive Engineer,
Housing Project Division-IV**

CHAPTER 2

REQUEST FOR PROPOSAL FOR

COMPREHENSIVE

CONSULTANCY SERVICES



CHAPTER-2

PUBLIC WORKS DEPARTMENT **GOVT. OF N. C. T. DELHI**

REQUEST FOR PROPOSAL FOR COMPREHENSIVE CONSULTANCY SERVICES

Executive Engineer, Housing Project Division-IV, PWD (GNCTD), Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi-110024 invites on behalf of President of India, online bids in two bid system (i.e. Technical bid & Financial bid) from the eligible and reputed Architectural/Engineering Consultancy firms for the following work:-

RFP No.	01/CPM/Housing/PWD/2018-19
Name of work	Comprehensive Consultancy Services for Planning, Designing and Development of New Campus of Ambedkar University Delhi at Sector-3, Rohini, Delhi-110085
Time allowed for completion of work.	72 Months (48 months for Planning, Designing and Development and 24 months for defect liability period)
Last Date and time of submission bids	Up to 15:00 hours on 08.06.2018
Date of Pre-bid Meeting	At 11:00 hours on 01.06.2018 (Friday) in the Conference room of The E-in-C, PWD, Govt. of Delhi, 12 th Floor, MSO Building, New Delhi-110002
Date of opening Technical Bid Stage-I	At 15:30 hours on 08.06.2018
Date of Technical Bid Stage-II: Presentation	Presentation to be made by qualified Bidders in Stage-I of Technical Bid as per laid down (Date and Venue to be informed later)
Validity of Bid	60 (Sixty) days from the date of opening of Financial bid.
Bid documents	Bid documents can be seen on the website: https://govtprocurement.delhi.gov.in and are to be uploaded and submitted (Hard Copy) along with requisite documents.
Opening of Financial Bids of Technically qualified Bidders	To be opened for those Bidders who qualify as per laid down parameters in Technical Bid Stage-I and Stage-II- (Date and time to be informed later)
Address and Venue of submission of bids	O/o The EXECUTIVE ENGINEER, Housing Project Division-IV, PWD, Govt. of Delhi, Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi-110024. Ph-011-26441871
Last Date & Time of submission of hard copy of all uploaded documents (attested by Gazetted Officer /Notarized)	At 15:00 hours on 08.06.2018

CHAPTER 3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENTS

CHAPTER-3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENTS

1.0 INTRODUCTION:-

Online offers under two bids system in the prescribed forms are invited, from the eligible Bidders having experience of providing Comprehensive Consultancy services for a similar project of during the last 07 years ending previous day of last date of submission of tender. **A similar project here means "Comprehensive Consultancy Services for planning and designing of Integrated Campuses for Universities, Higher Education Institutions, Research and Development (R&D) institutions and other such institutional campuses having at least one facility under each of the following three categories:**

- A. Institutional Buildings**
 - (i) Academic/Training/Resource Complex
 - (ii) Library building
 - (iii) Administrative Block/ Office Complex
- B. Ancillary Buildings**
 - (i) Laboratory/Workshop/ Studios
 - (ii) Auditorium/ convention centre
 - (iii) Sports/Recreational Complex
 - (iv) Cafeteria/Student Activity/Utility Complex.
- C. Residential Facilities**
 - (i) Residential Complex
 - (ii) Hostels/Guest House Complex

Eligibility of bidding agencies shall be evaluated on the basis of their overall past performance, experience of similar projects, available technical manpower and their qualification and experience. The Bidders are requested to submit correct information and give documentary evidence duly certified in support of the information required vide Para 5.1 of this chapter. **It may be noted that Consortium and joint ventures of bidders are not allowed to participate in the bidding of this consultancy work.**

2.0 Broad Scope of Consultancy Services

Consultancy services will consist of making Architectural & structural designs, formulating schemes/designs for internal and external services including Civil works, Interior Design, Mechanical works, Art works, Landscaping, Horticulture and Electrical works etc. including preparation of drawings as per details given in the Chapter-7. The Consultant has to prepare a Master Plan, schemes, designs and drawings of new proposed structures and all internal and external services on a total plot area of 7.3 hectares as per guidelines of Master Plan of Delhi (MPD)-2021 based on the requirements of AUD. The Master Plan and design of buildings shall be for the maximum permissible FAR for the total plot of 7.3 hectares.

In addition to above, the scope of work includes obtaining all required approvals and clearances for commencing the construction works including NOC for the schemes and designs of fire-fighting, Water Supply, Drainage and all other services and all environmental clearances etc. from the local bodies the local bodies including DUAC, Delhi Jal Board, Central Pollution Control Board, Department of Environment & Forests, GNCTD, Delhi Fire Services, NDMC, MCD, DDA., MoEF (GoI), Central Ground Water Authority, Air-Port Authority of India, Delhi Pollution Control Committee, etc. Consultant shall also obtain completion certificate from local bodies including NOC (No Objection Certificate) from statutory bodies for the campus after completion of works.

The terms and conditions of the contract for providing consultancy services are given in detail in Chapter 9 in this document. The Bidders are requested to go through the following Chapters to acquainting themselves about the project and scope of Comprehensive Consultancy Services:-

- (i) Chapter-3 (Information and Instructions to Bidders For e-Tendering & submission of documents)
- (ii) Chapter-4 (New Campus of Ambedkar University Delhi (AUD): Vision and Requirements)
- (iii) Chapter-5 (Technical Bid Stage-I and Presentation (Technical Bid Stage-II)- Process and Evaluation)
- (iv) Chapter-6 (The Site)
- (v) Chapter-7 (Scope of Comprehensive Consultancy Services)
- (vi) Chapter-8 (Fee for Comprehensive Consultancy Services)
- (vii) Chapter-9 (Conditions of the Contract)

At any time before the submission of proposals, the PWD may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidding firm, modify the Documents by suitable amendments. The amendments shall be sent in writing or by e-mail to all the firms invited to submit proposal and will be binding on them. The PWD may, at its discretion, extend the deadline for the submission of proposals.

3.0 Local Conditions and Preliminary Costs

- (a) Each Bidder should fully acquaint himself of all local conditions, local bye laws and factors, details of ownership of the said plot of land which may have any effect on the execution of services covered under this document and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the Bidders before submitting the proposals. PWD will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the Bidder at the time of submission of bid. The bidders of strongly advised to inspect the site and assess all site conditions including geotechnical conditions.
- (b) All costs of preparing the proposals, presentations including site visits etc. shall be borne by the Bidders. No claim would be accepted at a later date arising out of inadequate assessment of site conditions/requirements.

4.0 Time schedule

Time for completion of project will be 72 months including 24months for defect liability period. The basic consideration and the essence of the contract shall be adherence to the time schedule for performing the Comprehensive Consultancy services for developing the new campus of AUD. The time schedule of stage wise activities of consultants is given in clause 3.10 of 'Chapter-7: **Scope of Comprehensive Consultancy Services**' contained in this document.

5.0 Technical Bid

The Technical Bid submitted furnished by the bidder should duly consider the requirements as per Chapter-4- New Campus of Ambedkar University Delhi (AUD): Vision and Requirements and provisions of the Chapter-7: Scope of Comprehensive Consultancy Services and Chapter-9: Conditions of Contract. If in the view of the bidder, any further activity/activities are needed, which are essential for accomplishment of the job, the same should be highlighted in the technical proposal and included in the lump sum fee to be quoted by Bidder in the Financial Bid.

For submitting the conceptual scheme and basic design concept as per permissible design parameters, bye-laws, all government gazette notifications, statutory regulations and guidelines and sound engineering practice shall be followed.

The formats for submission are enclosed in this document as Annexure to help the Bidders in submission of offers.

5.1 List of Documents for Technical Bid to be uploaded on PWD's Website and submission in hard copy

The following documents and/ or affidavit should be duly attested and scanned copies uploaded on PWD's website. **Further, hard copies of these documents are also to be submitted to the office of Executive Engineer, Housing Project Division-IV, PWD (GNCTD), Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi-110024 on 08.06.2018 up to 3.00 PM as detailed below:**

- i. Details of the experience of the bidder (Annexure- A, B, C, D)
- ii. Organizational description and details of the Bidder's firm (Annexure-E)
- iii. Details of Key Personnel proposed to be deployed on this project (Annexure-F)
- iv. Organization Structure and Capability of the bidder (Annexure-G). (List the personnel available with Sub-Consultants associated with bidder).
- v. Integrity Pact (Annexure-H)
- vi. Integrity Agreement (Annexure-I)
- vii. Affidavit for similar work experience (Annexure -J)
- viii. Curriculum Vitae for each staff member including the Lead Architect/ Team leader to be deployed on the work (Annexure-K)
- ix. Confirmation of Online Submission of Financial Bid (Annexure-L)
- x. Abstract of Consultancy Fee (Annexure-M)-**To be submitted ONLINE ONLY.**
- xi. Pan Card issued by Income Tax Department.
- xii. **Certificate of Registration for GST and acknowledgement of up to date filled return.**
- xiii. Details of Financial turnover for last five financial years supported by copies of balance sheet and Income & Expenses Account authenticated by auditor.
- xiv. Copy of registration of firms/associated firm (as partner or employee) with Council of Architecture.
- xv. Proof of gross receipt **of average annual fee** of Rs. 2.68 Crores (Rs Two Crores Sixty Eight Lacs only) in each of preceding three financial years ending **31.03.2018** authenticated by auditor.
- xvi. Copy of audited Profit and Loss statement for the preceding five years ending **31st March, 2018.**
- xvii. An affidavit declaring that the bidder has not been debarred/restrained/ black listed by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./PSU etc.
- xviii. Conceptual scheme including the methodology proposed for performing the assignment demonstrating the Bidder's knowledge of the project requirements and understanding of the requisite tasks as set forth in the scope of services.
- xix. Physical Model of the overall scheme*
- xx. Drawings*/ Master Plan*/ landscape Plan*
- xxi. A detailed report on bidder's visualization of the Project*

Note-1 (*): For Documents in Clause 5.1.XIX, 5.1.XX and 5.1.XXI:-

Since only those Bidders who qualify in Technical Bid (Stage-I), as per laid down parameters, will be invited for making presentation before a Jury, therefore, the Bidders shall submit the drawings, physical model and any other information, as mentioned as at clause 5.1 XIX, XX and XXI above at the time of Presentation before the Jury i.e. as a part of Technical Bid (Stage-II).

Only those bidders who qualify in the Technical Bid (Stage-I) will be informed about the date and time of presentation before the Jury.

5.2 Presentation of Project – Technical Bid (Stage-II)

All those Bidders, who qualify in Technical Bid Stage-I will make a presentation of Conceptual Scheme as per the laid down guidelines in Technical Bid (Stage-II) before the Jury constituted by AUD. **The Bidders are strongly advised to visit the site of Rohini and ascertain all facts of the said plot of land. The bidders are required to prepare their conceptual scheme taking into account the details contained in Chapter 4-New Campus of Ambedkar University Delhi (AUD)- Vision and Requirements.**

The presentation shall cover, in sufficient detail, the appreciation of the project, Proposed Conceptual Scheme, methodology of planning, and conceptual structural design along with physical model and the Proposed organizational structure for coordination, monitoring and reporting of the project activities including responding to queries/question raised by AUD/PWD, work program, etc. The objective of presentation is to evaluate the Bidder regarding their understanding and preparedness for the assignment as well as evaluation of their concept scheme and get clarifications, if any, as required by PWD/AUD.

6.0 Financial Bid

The Consultancy Fee shall be for the total Scope of Comprehensive Consultancy Services as detailed in the Chapter-7 including any other additional activities as felt necessary by PWD/AUD for completing the project in all respects. The Financial Bid shall also include the cost of all visits of the Consultant and their Associates/Employees to site of work for the preparation of the scheme and approval by all respective agencies/local bodies and also during the construction as and when required by the Engineer-in-Charge, in addition to the cost of making presentation before AUD/ PWD and preparing physical scale model or to any other body on behalf of PWD (GNCTD) at any time during the construction.

The Bidders are required to quote fee inclusive of all prevailing taxes and levies inclusive of GST for the consultancy services in the prescribed format. No such tax or cess shall be reimbursed by the PWD. The quoted fee of this consultancy agreement will not be increased either due to cost overrun of main project, extension of time or due to any reason whatsoever. The detailed conditions may be seen in Chapter-8- Fee for Comprehensive Consultancy Services. **Bidders should quote their lump sum fee ONLINE in the schedule given as per Annexure-M. BIDS WITHOUT ONLINE FINANCIAL QUOTES WILL BE SUMMARILY REJECTED.**

7.0 Language of Bids

All information in the bid shall be in English.

8.0 Signature of Bidder

The bid must contain the name and place of business of the Bidder. If the Bidder is a partnership firm or a company, an authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. All the pages of this offer document must be initialed/signed and submitted to PWD within the stipulated date of submission of bids.

9.0 Validity

The offer shall remain valid for a period of 60 (Sixty) days from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during the period of validity.

10.0 The bid submitted shall become invalid if:

- i. The Bidder is found ineligible.
- ii. **The Bidder does not upload all the documents (including GST registration) as stipulated in the bid document.**
- iii. **If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by all Bidders in the office of tender opening authority.**

11.0 RFP documents consisting of terms and conditions of contract to be complied with by the consultant and other necessary documents can be seen in the office of the Executive Engineer, Housing Project Division- IV, PWD, GNCTD, Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi between **hours of 11:00 AM and 4:00 PM from 23.05.2018 to 07.06.2018 every day except on Sundays and Public Holidays.**

12.0 PWD reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified Bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

13.0 In addition to the above, all Technical bid documents should be uploaded by the bidder and also submitted in original/ attested (as applicable) in the office of Executive Engineer, Housing Project Division- IV, PWD, GNCTD, Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi by prescribed date & time.

14.0 The Bidders should obtain Digital Signature for online bidding.

15.0 **The last date and time of submission of bid, and other documents is up to 15:00 hours on 08.06.2018**

Further details can be seen at website: <https://govtprocurement.delhi.gov.in> or in the O/o the Executive Engineer, Housing Project Division- IV, PWD, GNCTD, Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi from date 22.05.2018 to 08.06.2018.

Executive Engineer
Housing Project Division- IV, PWD, Delhi

CHAPTER 4

NEW CAMPUS OF AMBEDKAR UNIVERSITY DELHI (AUD) - VISION AND REQUIREMENTS

CHAPTER 4

NEW CAMPUS OF AMBEDKAR UNIVERSITY DELHI (AUD) – VISION AND REQUIREMENTS

1.1 Background

The Ambedkar University Delhi (AUD) was established by Government of NCT of Delhi in 2008 for providing higher education in the Social Sciences, Liberal Arts and Humanities. AUD has been operating since 2012 from its Kashmere Gate Campus at Lothian Road, Delhi. This campus is shared with the Indira Gandhi Delhi Technical University for Women. Currently, the University has 1800 post graduate and undergraduate students in 9 Schools and 7 Centres with faculty strength of 130. The University is currently in a phase of expansion and a campus with four undergraduate programmes has been inaugurated in Karampura in July 2016. Currently, the University has 1973 post graduate, undergraduate and research students in 11 Schools and 7 Centres with faculty strength of 152. One more campus in Lodhi Colony has become operational from September 2017. These three campuses will cater to about 6000 students by 2019.

Over the next five years, AUD will develop two new campuses in Dheerpur and Rohini with the aim of admitting around **8000 students, 500 faculty and 500 staff in both campuses by 2022. AUD also visualizes the possibility of serving other 10,000 seekers of tertiary education through short, part-time and continuing educational programmes transacted through blended learning, on-line support etc. leveraging emerging educational technologies.**

AUD is conceived as a Unitary and Multi-Campus University catering to the needs of the city of Delhi and NCR. With the idea of providing access to higher education across all cross-sections of the society, multiple satellite campuses will be inter-connected with the above new city campuses that are being imagined as central hubs. All AUD campuses – existing and proposed need to part of this multi-campus imagination. With the inception of this new Campus at Rohini, it is envisaged that the vision of AUD would find a strong initiation.

1.2 Vision and Mission

The University aspires to combine equity and social justice with excellence, and to pioneer an institutional culture of non-hierarchical functioning, teamwork and creativity. The University strongly believes that no knowledge becomes socially productive unless it spreads across society, transcending barriers of caste, creed and class. Only then can teaching and learning become liberating undertakings, contributing to the promotion of equality, social justice and excellence.

AUD is the only university in this region to cater exclusively to the study of the humanities and the social sciences. In today's polarized world, the study of these streams, we strongly believe, will not only play a pivotal role in improving understanding amongst cultures but also transform human experiences into lessons for the future. The University aspires to mould its students into informed and sensitive professionals who will engage with their social responsibilities and will react to the needs of the marginalized sections of our society. The programmes and the structure of the University will therefore highlight this aspect while in no way losing sight of reaching and striving towards excellence.

1.3 FUTURE IMAGINATION OF AUD: CONCEPT NOTE

From utopian sites of knowledge production and dissemination, university spaces allow for new ideas to be created and nurtured. These are spaces for young minds in the city to participate meaningfully while engaging with real issues of our societies, where new discourses are created as part of larger narratives of change. As we envision new campuses for Ambedkar University Delhi (AUD), it is important to create a space for learning and also a space for collective visions to be conceived and articulated towards a just society. The new campus needs to be imagined not as a finite unit but as an open entity that allows for growth and evolution of the university as it progresses over time both in terms of ideas and programmes.

The upcoming campus needs to be articulated through multiple progressive relationships that the university would foster towards an ideal society. These associations can be imagined with respect to the following:

(i) University and Nature

A creative synergy is necessary between human and natural worlds, allowing nature to regenerate and regain its strength of sustenance against (existing) continuous human exploitation. The new campus needs to respect the memories of pre-existing landscapes of the site as experiences beyond systemic imaginations. A symbiotic relationship between the built and open while addressing issues of sustainability needs to be articulated and expressed through the new campus.

The most important premise for the new campus revolves around the idea of environmental sustainability. Sustainability will be a guiding principle into all aspects of university planning and operations, with particular emphases on adopting green practices in physicality, pedagogy and management. Any vision of sustainability implies the optimum utilization of university resources that can be achieved by promoting a culture of sharing as opposed to isolation.

The idea of robust inter-dependence and strategies for optimization of linkages between the campus, micro-environment, city sector, NCT of Delhi and outward needs to be integrated with the idea of a self-sustaining campus with minimal dependence on external sources of energy. While addressing the feasibility and constraints of these issues, the proposed scheme should strongly advocate use of innovative techniques for water harvesting, waste recycling etc. across the campus. Built form needs to demonstrate principles of sustainable architecture towards reducing energy consumption by incorporating efficiency and sustainability parameters with particular emphasis on locally sensitive and passive technologies. The overall campus and its constituent buildings will need to confirm to the latest national (GRIHA, IGBC, BEE) and international (LEED etc.) green building certifications and sustainable rating standards.

(ii) University, City and beyond

Against the current development trajectory in the country that is primarily nestled within the urban domain in our country, it becomes imperative to reconnect to the majority of our population that still resides in the rural. AUD strongly advocates engaging with our diverse regional canvas across urban and rural palettes with equal magnanimity. This ideology of the university should be reflected through planning and design of the new campus. The relationship of this university, to the urban and rural environs, needs to be embedded with the idea of fostering values of an equal and just society.

Within the immediate context, the edges of this campus need to create positive interfaces with their surrounding fabric while creating possibilities of a mutually benevolent interchange between campus users and citizens around. At the same time, while envisaging a new campus, imagining future characteristics of human habitation becomes a precursor. Rather than being conceived only as a product of the city and site in which it is located, the design of the new campus should give cues towards a projected future state of habitation by moving beyond the present.

(iii) University and Community

Within an increasingly diverse and disparate global world, a university campus becomes a space where multiple polarities of existence can be addressed and where differences are accommodated and negotiated. While addressing this prevailing situation, the campus needs to envision connected communities within as well as outside the university as part of a globalizing world which is becoming more open and networked towards the formation of a new social order.

AUD will strive to build open campuses which are connected with neighborhood communities who live in their vicinity, to share its infrastructure and contribute towards building city-spaces that are heterogeneous, cater to diverse needs and promote pluralism.

With respect to being a multi-campus university situated in different locations, the academic community of AUD will need to be networked and interconnected with each other through virtual information hubs and communication platforms. At the local site level, an optimal level of porosity and permeability needs to be allowed among various groups within the campus precinct as well as the adjoining neighborhoods.

(iv) University in Time

The proposed campus could simulate a space of transition between past, present and future. However, this connection needs to be articulated beyond addressing the notion of time only through stylistic representations of architectural expression (either past or futuristic). While alluring to the possibilities of oscillating with the virtues of time it needs to assimilate the ensemble of human expression over time beyond the built form and its transformation with respect to its association with technology. The idea of temporality and multi-layered juxtaposition embedded within Indian urbanism could be extrapolated and expressed through various socio-spatial imaginations within the university.

(v) Spatial Experiences and Visual Identity

AUD with its foundational ethic of liberation through enlightenment believes in a non-hierarchical, collegial, liberal university atmosphere. As an organization it is rooted and stands for firmness, poise, dignity, refuge, wisdom and a yearning to reach out to the sky, much represented through its logo.

This collective social ethos of the university needs to get captured in the nature, intensity and multiplicity of public engagement within its spaces. While enabling exchange of inter-generational ideals and beliefs represented through the energy of the young restless minds and philosophical narratives of the academic environs, the new campus could be imagined as a diverse set of 'social' spaces allowing intellectual and emotional stimulation. The creative ingredients required nurturing a 'spirit of place' in consonance to the ideals and objectives of this university should be incorporated and configured within the proposed conceptual framework.

Spatial imaginations could connect with the University calendar reflecting a seasonal logic and connections to be built around humans, places, events and ecology. Spatial clusters across the campus need to be imagined so as to promote the culture of reconfiguring and countering the idea of territoriality. Schools, Centres and Divisions within the university will share space and resources in order to ensure optimal use of the existing infrastructure. Multiple, efficient and flexible uses of space must be encouraged rather than separation into silos and territorial divisions. This is in consonance with the interdisciplinary character of programmes at AUD, and the necessity of collaboration across Schools and Programmes.

The following spatial articulation is only an indicative way of visualizing some of these ideas:

A. Spaces for Collective Engagement

Spaces for collective engagement need to create a sense of conviviality among the inhabitants of the university, allowing for informal, spontaneous and chance encounters. These communal spaces could help in breaking down traditional hierarchies and encourage interaction.

B. Spaces for Self-Growth

The idea of self-growth is an integral aspect of being in a university, making it essential to have spaces for introspection and solitude allowing one to reflect and engage in a self-learning process. Along with this the possibility of individually connecting with the larger world of intellectual exchange through digital and virtual media will need to be made available through technical facilitation in such spaces.

C. Spaces for Knowledge Production and Dissemination

Open and networked classrooms as part of the learning environment could be structured so as to provide flexibility through multiple spatial configurations for various kinds of transactions such as participatory / dialogic / interactive etc. to take place. Pedagogic techniques using cutting edge ICT interface including virtual / online learning platforms as well as open source portals will be incorporated as necessary inputs into each of the learning spaces leading to emergence of newer paradigms within the academic domain.

D. Spaces for Community Living

The residential component of an academic campus needs to be conceived as a holistic environment promoting non-hierarchical way of living. The faculty and staff housing along with student accommodation and guesthouses for transit / short term visitors needs to foster a sense of belonging and community living among its inhabitants. Spatial allocation for community activities for all age groups especially children along with everyday needs of the residents such as local market, play areas, cultural spaces etc. should to be incorporated beyond the stipulated housing requirements.

(vi) Formal Expression

As part of a multi-campus imagination of the University, the architectural language could be used as a mechanism of harmonizing its multiple fragments represented through each of its campuses into a coherent whole, allowing for differences to be celebrated rather than some eventual resolution and unity. The campus could be designed as a diverse set of clusters with their own identity and characteristics, either expressed through varied built systems or open space systems. Allocated spaces for patronage of creative expressions in the form of public art, sculpture etc. needs to be incorporated while adding to the visual experience within the university.

1.4 BUILDING SUSTAINABLE CAMPUSES: AN ENVIRONMENTAL BRIEF

(i) Goals of Planning, Design and Construction

Ambedkar University Delhi (AUD) is committed to build and operate campuses that combine the values of excellence and social justice in higher education with environmental sustainability and adopting green practices in physicality, pedagogy and management.

The AUD campus design should be able to clearly demonstrate how a congenial and comfortable working environment can be combined with sustainable use of energy, building material and other resources in a demonstrably optimal, efficient and sustainable manner. The campus design should be able to highlight the application of cutting edge and locally relevant environmental sustainability concepts and practices. Preference will be given to applicants who are able to show a track record of designing and constructing green buildings and are able to apply these concepts in their campus design for AUD.

The criteria for evaluating the campus design will pay particular attention to the following ideals:

1. Construction, maintenance and operation of buildings and open spaces using inputs, practices and processes that are resource efficient and environmentally responsible.
2. Design and construction of campuses that enhance the research and learning environment in ways that minimize waste, pollution and environmental degradation.

(ii) Sustainability indicators

1. Adherence to existing global standards/ benchmarks for green buildings and environmental management (ISO 14000 family of standards, LEED green building certification, Indian Green Building Council)
2. Compliance with life-cycle assessment (LCA) frameworks to assess the long-run environmental impacts of the upcoming AUD campuses
3. Ability to adhere to accepted norms of (per capita) space and resource use while demonstrating the ability to adapt to the changing resource needs of the university in a sustainable manner
4. Ability to push the current standards and norms regarding the use of resources and attempting to set even higher standards in line with local resource availability and the local environmental context
5. Ability to demonstrate application of sustainability ideals and practices in the following areas:

a) Energy Use

Energy conservation

- Energy efficiency in purchasing standards
- Innovations in structure and materials for thermal comfort and cooling

Energy efficiency

- Energy efficient standards for construction and refurbishment
- Reducing the use of high-energy embodying materials in construction
- Lighting, ventilation and climate control design to minimize energy use

Renewable and alternative energy

- **Attain net-zero energy buildings and campus**
- Aiming to maximize use of renewable energy and minimize grid dependence

b) Water Use

Water conservation

- Water efficiency standards for construction
- Minimize non-potable water consumption

Water efficiency

- Water saving technologies
- Water safety standards
- Ease of access to safe tap water sources to minimize use of bottled water

Water reuse and recycling

- Aiming to attain net-zero water buildings
- Rainwater harvesting
- Maximizing water recycling potential
- Waste water treatment systems

c) Land Use and Space Utilization

Campus and building design

- Integration of local weather patterns, topography, geology and hydrology
- Integration of sustainable land use with the memories of the pre-existing landscape (for instance the wetland being developed by CUES, AUD at Dheerpur)
- Climate-appropriate location, orientation and design of buildings

Open and built spaces

- Maximize availability and functionality of open and green spaces
- Ecologically and locally appropriate systems of tree plantation and landscaping

d) Material Flows

Sustainable procurement standards

- Longevity, durability and repair-ability of material used for construction
- Expanding the potential for using sustainable building materials with significant local and artisanal benefits

Solid waste management

- Mechanisms for waste minimization, segregation at source and recycling
- Minimizing waste going to landfills

1.5 AUD- Current and Future Initiatives

AUD has been imagined as a university, which is broadly structured into Schools and Centres. It would also be extending its mandate by opening spaces for vocational courses and community colleges. With strong emphasis on cross programming, interdisciplinary, interactive and flexible approaches to modes of study need to be expressed through multiple spatial constructs beyond the programmatic functioning of the university. Being a new university, there will be new expansions that might shape up in addition to following list of some of the existing Schools and Centres:

Schools

1. School of Development Studies (SDS)
2. School of Educational Studies (SES)
3. School of Human Ecology (SHE)
4. School of Human Studies (SHS)
5. School of Undergraduate Studies (SUS)
6. School of Culture and Creative Expressions (SCCE)
7. School of Design (SDes)

8. School of Business, Public Policy and Social Entrepreneurship (SBPPE)
9. School of Law, Governance and Citizenship (SLGC)
10. School of Liberal Studies (SLS)
11. School of Vocational Studies (SVS)
12. School of Letters (SOL)

Centres

1. Centre for Psychotherapy and Clinical Research (CPCR)
2. Centre for Urban Ecology and Sustainability (CUES)
3. Centre for Community Knowledge (CCK)
4. Centre for Early Childhood Education and Development (CECED)
5. Centre for Development Practice (CDP)
6. Centre for Social Science Research Methods (CSSRM)
7. AUD Centre for Incubation, Innovation & Entrepreneurship (ACIIE)
8. Centre for Publishing
9. Centre for English Language Education

The following centers are also proposed to be established:

1. Centre for Urban Studies (Proposed)
2. Centre for Global Studies (Proposed)
3. Centre for Future Studies (Proposed)
4. Centre for Leadership and Change (Proposed)
5. Centre for Engaged Spiritualities (Proposed)
6. Centre for South East Asian Studies (Proposed)
7. Centre for Women Studies (Proposed)
8. Centre for Professional and Continuing Education (Proposed)
9. Community Outreach Programme (Proposed)
10. Centre for Social Application of Mathematics (Proposed)

1.5.1 Rohini Campus- Programmatic Brief

The University had initiated an interactive process to ascertain the needs and ideas of all the stakeholders of the campus. This process has resulted in broad projections of the requirements for the proposed campus. The broad built-up areas required for these facilities have been estimated. However, the Architect/Design Consultant will be required to check and validate the area estimates done by the University while making a design scheme for the campus at Rohini. The University has proposed to build a host of facilities in the upcoming campus.

Institutional and Administrative Facilities are proposed to be built in the campus in three categories i.e. Central facilities at Campus level, Cluster level facilities and School level facilities. These facilities may be provided in the following manner:

CENTRAL FACILITIES

The Central Facilities at the Campus Level (Refer Table 1) will consist of Library & IT Complex, Auditorium / Convention Centre, Media Labs, Exhibition Centre, Student Centre, Cafeteria & Sports Centre etc. besides the Administrative Block. **Since these common facilities will be utilized by all the Schools and Centres and will be operational 24x7, therefore their placement in the campus must be given due importance.**

Table 1: Central Facilities at Campus level

Sl. No.	Infrastructure	Facilities	Proposed Area (sq.m.)
i)	Administrative Block	To house offices of the VC, PVC, Registrar, CoF, Deans of Functional Divisions (Academic Services, Student Services, AES, Planning, Research, International Partnerships) and other related offices – 50% of the total staff strength (50% of 230)	3500
ii)	Library and IT Complex	Will provide book-storage facilities, reading spaces with computer terminals and offices for library services and staff – 2 lakh books	10500
iii)	Auditorium Complex	To house an auditorium (500 persons), Committee / meeting / Seminar rooms of 50 (2 nos.)/150 (2 nos.) persons capacity	4000
iv)	Student Centre	To provide space for student related activities, reading rooms, Placement office, recreation rooms, indoor sports and lockers etc. (350 students)	1000
v)	Exhibition Centre	For exhibitions	500
vi)	Cafeteria	Canteen facilities for 350 Students/ Staff/ Visitors	2000
vii)	Convenience/ Utility Centre	Shopping Centre, Food Courts, Bank, ATM, Post Office, Book & Stationery stores, etc.	750
viii)	Faculty Centre/Club	Meeting halls for informal gatherings, dining rooms, indoor sports facilities, etc. – 100 persons capacity	500
ix)	Health Centre	With OPD facilities and 6 beds for emergencies.	250
x)	Covered Parking Block	Near the entrance with sitting space for drivers.	100
xi)	University crèche	Capacity for 50 children	250
xii)	Maintenance Office	For day-to-day maintenance of the entire campus. Will house electric sub-station; AC plant, lifts, civil, electrical, horticulture, plumbing, water supply, fire fighting and other services.	2000
xiii)	Sports Centre	The Sports Centre will have Indoor/Outdoor sports facilities	1000
xiv)	Basement Parking and service area	Parking and service area	31680

CLUSTER LEVEL FACILITIES

Schools and Centres of the University are the primary arena for students and faculty for teaching and research activities. Schools having epistemic congruity will be housed in a cluster. This will enable the facilities and infrastructure to be shared amongst the School/Centre housed in it. **Instructional spaces will not be exclusive to any of the schools and will be centrally managed.**

The following clusters will accommodate Schools and Centres of the University. This formation of clusters will also enable intermixing of faculty and students of various schools and optimal utilization of common facilities. (Refer Table 2)

Clusters	Schools and Centres	Number of Students	Number of Faculty*	Admin Staff**	Project staff***
R. 1					
R1.1	School of Undergraduate Studies (SUS)	1000	65	32	30
R1.2	School of Liberal Studies (SLS)	660	44	22	
R1.3	Centre for Law and Governance	140	9	4	8
R1.4	Community Outreach Programme (COP)	-	3	2	8
R1.5	Centre for Publishing	-	3	2	8
	Sub-total	1800	124	62	54
R. 2					
R2.1	School of Business Public Policy and Social Entrepreneurship (SBPPSE)	565	38	19	32
R2.2	School of Educational Studies (SES)	510	34	17	
R2.3	School of Human Studies (SHS)	580	39	19	
R2.4	School of Culture and Creative Expressions (SCCE)	20	2	1	
R2.5	ACIIE	-	3	2	8
R2.6	CPCR	-	3	2	8
R2.7	CECED	-	3	2	8
R2.8	Centre for Women Studies	-	3	2	8
	Sub-total	1675	125	56	36
	Total	3475	249	126	122

*Faculty: Student Ratio (1:15)

**Admin Staff is 1/2 of total faculty strength

***Project staff is 8 per centre + 1/4th per faculty

Table 2: Facilities at Cluster Level (for 2 clusters)

Sl. No.	Infrastructure	Facilities	Total Proposed Area (sq.m.) for 2 clusters
i)	Classrooms	Standard sizes of 30/60/120 students capacity (60% of the students strength)	10000
ii)	Computer Labs./ IT / Research Rooms	To house Project staff, Research Fellows, PhD students, Classrooms, etc. 20% capacity of total students strength in modules of 50 persons each	5500
iii)	Committee Rooms	2 rooms of 75 capacity each with audio-visual and other conference facilities in each cluster	800
iv)	Faculty Rooms	Similar facilities in all faculty rooms i) 100% rooms for Regular & Visiting Faculty ii) 10% extra capacity for transit faculty from other AUD campus and from local institutes.	5000
v)	Faculty /Staff Lounge	Sitting and retiring spaces, changing rooms and pantry, etc. for 50 persons in each cluster	500
vi)	Staff Rooms	Servicing common facilities in the cluster – 25% of total staff strength	800
vii)	Utility Rooms	Photocopying/printing/scanning/pantry services for faculty and staff	800
viii)	Student Common	Reading rooms with computer terminals; recreation room /	800

	Rooms	Indoor sports / lockers, etc. for a capacity of 100 students	
ix)	Security Office, Maintenance, Staff Offices	For round the clock security and maintenance	800
xii)	Workshops/ Studios and Laboratories	Workshops, Studios and Laboratories (Some of these spaces might require specialized consultants with respect to design and operational needs of these studios)	22500
		TOTAL AREA	47550

SCHOOL / CENTRE FACILITIES

Although the Schools will be housed in a Cluster to share common facilities but each School will have its own distinct identity. Every School will have a Dean/Director's complex, Documentation Centre and Stores etc. (Refer Table 3)

Table 3: Facilities for each School / Centre (A total of 13 Schools/ Centres)

Sl. No.	Infrastructure	Facilities	Proposed Area (sq.m.)
i)	Dean/Director Office Complex	Dean's / Director's office, Visitors' lounge, Office for Dean's / Director's staff, Meeting room for 10 persons, Common facilities like pantry, bathrooms, etc	550
ii)	Documentation Centre	Photocopying, Project work	300
iii)	Store	Supplies and Stationary	150

RESIDENTIAL ZONE

The residential complex in Rohini will cover almost 25% of the plot area. Residential zone comprises of Student Hostels (Girls / Boys with Single and Double occupancy), Faculty Hostels and accommodation for Faculty and Staff. Spatial allocation of housing types should be imagined so as to promote a non-hierarchical way of living, allowing intermixing of faculty and staff housing along with common shared resources. Some of the common facilities proposed for residential area should include Community Centre, a Guest House, Faculty Transit Accommodation, Convenience Centre and Maintenance Offices and Substation etc. (Refer Table 4a and 4b).

- i) Faculty housing: 50% of total strength
- ii) Staff housing: 30% of total strength
- ii) Students hostel: 25% of total strength

Ratios: (Girls: Boys = 2:1)
 (PG: UG = 1:1)
 (PG: Single Occupancy)
 (UG: Double Occupancy)

Table 4a: Facilities at Residential Colony and Hostels

Sl. No.	Houses (2/3/4/5/6 Type)	Students Hostel – 600 Rooms (D: Double Occupancy, S: single occupancy)			
		Girls		Boys	
	Faculty & Staff	UG (D)	PG (S)	UG (D)	PG (S)
Rohini	35/35/30/10/2	200	200	100	100
Total	112	200	200	100	100

Table 4b: Common facilities

Sl. No.	Infrastructure	Facilities
i)	Community Centre	With a multi-purpose Hall, indoor games and kitchen facilities, etc. (1500 sqm)
ii)	Guest House	A 10-room Guest House (750 sqm)
iii)	Faculty Transit Accommodation	A 20-room facility for Faculty with double room sets, attached to the Guest House using common facilities (1500 sqm)
iv)	Convenience Centre	Shops, Bank, ATMs, Post Office, etc. (500 sqm)

1.6 REGULATIONS AND DEVELOPMENT CONTROLS

The total area of the Rohini plot of AUD is 7.3 hectares (73,000 sqm)
According to the prevalent by-laws in Delhi, the plot area is earmarked as:

- | | | |
|----|-------------------------------------|-----|
| 1. | Area reserved for Institutional use | 70% |
| 2. | Area reserved for Residential use | 30% |

Current FAR: 225

Total built up area permissible at the Rohini plot: 1, 60,875 sqm

Almost 85% of the permissible built up area will be broadly utilized as under:

- | | | |
|----|------------------------------------|--|
| 1. | Institutional Areas | 90,000 sqm |
| 2. | Residential Areas | 46,000 sqm |
| 3. | Basement, Parking and service area | 31,680 sqm (built-up area not included in FAR) |
| | Total Area (Phase I) | 1,67,680 sqm |

Total built-up area for which Comprehensive Planning has to be done by the consultant is 1,67,680 Sqm.

1.7 PREPARATION AND PRESENTATION OF OVERALL CONCEPTUAL SCHEME

The bidders are required to prepare the conceptual scheme based on the information given in *Chapter-4-New Campus of Ambedkar University Delhi (AUD): Vision and Requirements* and other chapters in the RFP document and make presentation accordingly as part of Technical Bid Stage-II. After the selected bidder is appointed as Consultant, the detailed scheme will be prepared by him taking into the account the information given in this chapter and elsewhere in the RFP document.

CHAPTER 5

TECHNICAL BID (STAGE-I) AND PRESENTATION (TECHNICAL BID STAGE-II) - PROCESS AND EVALUATION

CHAPTER 5

TECHNICAL BID (STAGE-I) AND PRESENTATION (TECHNICAL BID STAGE-II) - PROCESS AND EVALUATION

(A) OVERALL EVALUATION PROCESS & SELECTION OF CONSULTANT

The bids from the Bidders are invited for providing Comprehensive Consultancy Services for planning, designing and development of New Campus of Ambedkar University Delhi at Sector-3, Rohini, Delhi -110085 in a Two-bid system consisting of Technical Bid and Financial Bid. The weightage of Technical Bid and Financial Bid will be 70% and 30% respectively in the selection process of the Consultant. Further, the Technical Bid is divided into 2 components i.e. Technical Bid Stage-I (documents for eligibility, experience and organization structure) & Technical Bid Stage-II (Conceptual Plan, design schemes and a presentation before Jury). The Technical Bid will have a weightage of 70% in overall final score divided into 20% and 50% weightage for Technical Bid Stage-I and Technical Bid Stage-II respectively. The Financial Bid will have a weightage of 30% in the overall final score.

The eligibility criteria for Consultants participating in the selection process are laid down below in Section-B of this Chapter. The Bidders will be evaluated for Technical Bid as per the criteria contained in Section-B of this chapter. Financial bids of the participating firms will be evaluated based on the criteria and procedure contained in Section-C i.e. '**Financial Bid Evaluation**'. Marks will be given during the evaluation of Technical and Financial Bid as detailed in the following sections of this chapter. A Bidder scoring the highest marks after the evaluation of Technical Bid Stage-I, Technical Bid Stage-II and Financial Bid will be qualified for providing Comprehensive Consultancy Services for the project.

(B) TECHNICAL BID EVALUATION

The Consultant eligible for participation will be evaluated based on their experience, organization structure and capability in Technical Bid Stage-I. An eligible Bidder in Technical Bid-I must score a minimum of 50% (fifty percent) of marks in aggregate so that they could qualify to participate in Technical Bid Stage-II.

B.1 ELIGIBILITY CRITERION FOR TECHNICAL BID (STAGE-I)

All Bidders have to fulfill the following conditions of eligibility before they are considered for Evaluation under Technical Bid (Stage-I):

B.1.1 Experience of Similar Projects

The Bidder should have satisfactorily completed minimum one similar project of the value Rs. 430 crores or two similar projects of value Rs. 320 crores each or 3 similar projects of the value Rs. 215 crores each during the last 07 years ending previous day of last date of submission of tender. **Alternatively**, the bidder should have completed at least one similar project with minimum built up area of 1,10,000 sqm or two similar projects with minimum built up area of 82,000 sqm each or three similar projects with minimum built up area of 55,000 sqm each during the last 07 years ending previous day of last date of submission of tender.

A similar project here means "Comprehensive Consultancy Services for planning and designing of Integrated Campuses for Universities, Higher Education Institutions, Research and Development (R&D) institutions and other such institutional campuses having at least one facility under each of the following three categories:

- D. Institutional Buildings**
 - (i) Academic/Training/Resource Complex
 - (ii) Library building
 - (iii) Administrative Block/ Office Complex
- E. Ancillary Buildings**
 - (i) Laboratory/Workshop/ Studios
 - (ii) Auditorium/ convention centre
 - (iii) Sports/Recreational Complex
 - (iv) Cafeteria/Student Activity/Utility Complex.
- F. Residential Facilities**
 - (i) Residential Complex
 - (ii) Hostels/Guest House Complex

Note:

- (i) The bidder is required to confirm that the similar completed works during the last 7 years have been executed by him independently and not got executed through another consultant on back to back basis as per Annexure-J.
- (ii) The value of similar completed projects during the last 7 years as mentioned above shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion previous day of last date of submission of tender.
- (iii) The built up areas to be considered in similar works for prequalification will exclude sheds or godowns or semi-permanent structures etc.
- (iv) The satisfactorily completed certificate of the similar works from an authority not below the rank of Executive Engineer or equivalent. The certificate should include the value of the project stating cost of overall project with details, year of completion and time over-run if any.
- (v) The cost of the projects shall not include the cost of land, godowns and semi-permanent structures for the purpose of eligibility.
- (vi) Particulars of completed projects and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each project completed or in progress as per Annexure – D.

B.1.2 Minimum Overall Experience

The overall experience of the firm should not be less than **10** years on previous day of last date of submission of tender. This means that the firms should be in practice and providing consultancy services for a minimum period of last 10 years. A list of the major and important works designed by the firm since its inception may be given in Form-C of Annexure.

Further, if the Bidder has been debarred/ restrained/ black listed by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./ PSU etc. in the past from providing consultancy services then he will not be eligible to participate in the bidding process for selection of Consultant.

B.1.3 Profit Loss Criteria

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2018.

B.1.4 Annual Fees

The bidder's Gross receipt **of average annual fee** in each of last three years should not be less than Rs. 2.68 Crores ending up to 31.03.2018.

B.1.5 Registration with Council of Architecture.

The firms/associated firm (as partner or employee) should be registered with the Council of Architecture.

B.2 SUBMISSION OF OTHER DETAILS/ DOCUMENTS ALONG WITH TECHNICAL BID (STAGE-I)

B.2.1 Organizational Structure and Capability- Proposed Team for the Assignment

The Bidders are expected to have capability in all the disciplines of consultancy work required for developing the new AUD campuses. The bidder will be required to give a list of disciplines for which they have in-house capability available for planning and developing as per Annexure-F(A). **In case the Bidder proposes to hire the services of any Expert as Sub- Consultant for a particular field of expertise then these details shall be given along with the bid document as per Annexure-F (B). The bidder will submit an undertaking at the time of submission of the bid that the bidder shall appoint a GRIHA Certified Professional/ LEED Accredited Professional within 21 days after award of the work failing which a penalty of Rs. 5000/- per day will be imposed beyond the given time i.e. 21 days.**

B.3 EVALUATION CRITERIA FOR TECHNICAL BID (STAGE-I)

In the Technical Bid (Stage-I), Bidders will be evaluated by PWD/AUD in the following manner:

B.3.1 The initial criteria prescribed in **Section B.1** above in respect of experience of similar type of projects completed along with documents as per **Section B.2** for organizational structure and overall experience will be scrutinized for determining the Bidders' eligibility for consideration.

B.3.2 The Bidders qualifying the criteria as set out in the Section **B.1** above will be evaluated by scoring method on the basis of details furnished by them as below:

TABLE 1

I	Experience of similar projects completed during the last 7 years (Refer Annexure A)	<p>Experience of similar projects as defined in Clause 1.0, Chapter-3, completed during the last 7 years (Refer Annexure A)</p> <p>For similar project of value</p> <p>(i) Rs 430 crores each (minimum one work if works of only minimum value Rs. 430 Cr. Or above are completed) : 20 marks each; and/or</p> <p>(ii) Rs 320 crores each (2 works minimum if only works of minimum value Rs. 320 crore but less than Rs. 430 crore are completed) : 10 marks each; and/or</p> <p>(iii) Rs 215 crores each (3 works minimum if only works of minimum value Rs. 215 crores but less than Rs. 320 crores are completed) : 20/3 marks each.</p> <p style="text-align: center;">'OR'</p> <p>For similar project with built up areas</p> <p>(i) 1,10,000 sqm each (minimum one work if works of minimum built up area of 1,10,000 sqm or above are completed) : 20 marks each; and/or</p>	40 marks maximum
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		<p>(ii) 82,000sqm each (2 works minimum if only works of minimum built up area of 82,000 sqm but less than 1,10,000 sqm are completed) : 10 marks each; and/or</p> <p>(iii) 55,000 sqm each (3 works minimum if only works of minimum built up area of 55,000 sqm but less than 82,000 sqm are completed) : 20/3 marks each.</p> <p>Note: If a bidder satisfies the minimum eligibility criteria of completed similar projects as defined in Clause B.1.1 Chapter-5, but has also completed similar additional projects of the required value/ built up area, then additional marks would be given for each such additional similar project depending on the value/ built up area of the additional project completed as detailed above.</p>	
II	Organization Structure and Capability(Refer Annexure-F(A), F(B))	<p>The firms are expected to have in-house capability for designing all the major disciplines of consultancy work required for developing the new AUD Campus. The details of the permanent employees of the bidder covered under Part-A (Para B.3.5) are to be included in Annexure F (A). Competence and experience of key personnel of the Organization (under Part-A) will be evaluated and marks will be awarded as per the laid down parameters in Para B.3.5.</p> <p>The bidder is required to hire the services of sub-consultant for disciplines covered under Part-B (Para B.3.5). The list of all such disciplines shall be confirmed by the bidder at the time of submission of bid in Annexure F (B) of the bid document. No expert/personnel of the bidder or associated sub-consultant would be deployed to work on more than two disciplines under Part A or Part B.</p>	35 marks Maximum
III	Design of certified Green Building/ Campus for any Institutional work	<p>Achievement of having designed a certified multi-storey building/ group of certified buildings in a campus having a built up area of 10,000 sqm. (Provisional Certification by GRIHA/LEED for relevant category would also be eligible)</p> <p>(i) Platinum Rating (as per LEED) or GRIHA-V (as per Indian Standard) in Green Building Design - for each such work: 7.5 marks each</p> <p>(ii) Gold Rating (as per LEED) or GRIHA-IV (as per Indian Standard) in Green Building Design - for each such work: 5 marks each</p> <p>(iii) Silver Rating (as per LEED) or GRIHA-III (as per Indian Standard) in Green Building – for each such work: 3 marks each.</p>	15 marks maximum
IV	Overall Experience (refer Annexure A, C and D)	<p>List of all the completed works of any nature and not confined only to similar works as defined in this document since inception of firm needs will be evaluated as under:</p> <p>-each additional work of Rs 415crores or each built up area of 1,10,000 sqm: 5 marks</p> <p>- each additional work of Rs 310crores or each built up area of 82,000sqm: 4 marks</p> <p>-each additional work of Rs 210 crores or each built up area of 55,000 sqm: 2.5marks</p>	10 marks Maximum
		Total	100 Marks maximum

B.3.3 In order to be eligible for the next stage of Technical Bid. i.e. Technical Bid Stage-II, a Bidder must secure at least fifty (50%) percent marks in aggregate in evaluation as per Table -1 given above. There is no minimum mandatory marks requirement for any of the sections of the table -1 and the marks obtained in these sections will be added in the total marks. If the number of bidders crossing threshold of the (50%) marks in technical bid (Stage-I) is large, then PWD/AUD reserve the right to restrict the maximum number of qualified bidders up to 10 having scored highest marks.

B.3.4 The total marks obtained in Technical Bid Stage-I shall have 20% weightage in the overall score.

B.3.5 Marking Scheme for Organization Structure and Capability of the Bidder

(Section-II of Table 1 of Clause B.3.2)

Part-A (To be evaluated for Technical Bid)

Sl. No.	Field of Specialization/ Personnel	Desired No. available with Bidder exclusively	Experience (Max. Marks)
1	Lead/ Senior Architect/ Team Leader	1	Mandatory requirement. Refer to Note (i) below;
2	Architect (Green Building Expert)	1	5.00 marks (minimum experience of 10 years)
3.	Landscape Designer	1	5.00 marks (minimum experience of 10 years)
4.	Interior Designer	1	5.0marks (minimum experience of 10 years)
5.	Project Management Expert	1	5.0 marks (minimum experience of 10 years)
6.	Structural Engineer	1	5.00 marks (minimum experience of 10 years)
7.	Electrical and Mechanical services and installations design Engineer for ESS, DG Set, UPS, Internal EI, W/Sip	1	5.00 marks (minimum experience of 10 years)
8.	HVAC Engineer	1	5.00 marks (minimum experience of 10 years)
	Total		35 Maximum Marks

Note: In case, the bidder wants to employ external sub-consultants for any of the above disciplines in Part (A) list, only 50% marks would be given for the said sub-consultants.

Part-B (Not to be evaluated for Technical Bid)

Sr. No.	Field of Specialization/ Disciplines for other In-house Experts / External Sub-Consultant
1.	Urban Designer
2.	Furniture Designer / Expert
3.	Fire Fighting & Fire Alarm Expert
4.	Renewable Energy Expert
5.	Project Engineer (Civil)

6.	Project Engineer (Electrical)
7.	Audio Visual System Expert
8.	Network and LAN Expert
9.	Acoustics Expert
10.	Public Health Engineer/ Water Supply Design Engineer
11.	Signage & Info graphics designer
12.	GRIHA Certified Professional / LEED Accredited professional

Note:-

- (i) All the bidders are expected to have at least one Lead/ Senior Architect/ Team Leader who will be responsible for the overall designing and development of the project. This Lead/Senior Architect/ Team Leader will have minimum experience of 15 years and shall either be a partner/Director or a full time employee of the bidder. It may be noted that since this is a mandatory requirement, hence, no separate marks are to be given for the same. The capability of the bidders will be judged by the availability of Team Leader as well as the Team which would assist him/her for which marks are given in Table 1 above.
 - (ii) The bidder will submit the CV of each of the above Technical Personnel. Each CV shall be signed in blue ink by the key personnel and countersigned by the authorized officials of the Firm. Photocopy or unsigned /non-countersigned CVs shall be rejected. Digitalized signatures/ scanned copy of the signatures on CVs of the key personnel duly countersigned by authorized signatory of the lead consultant shall also be acceptable. The bidder will also certify that the professional is a regular employee on his rolls and submit TDS/Form 16 of each of such employee. In case of non-submission of these details no marks shall be awarded for each such employee/position.
 - (iii) Each CV shall contain the proof of age and qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in Chapter-8. The key personnel proposed should not have attained the age of 70 years at the time of submitting the proposal and should have been in the regular employments for at least 12 months before the date of submission of bids.
 - (IV) In case the bidder proposes to hire the services of a sub-consultant for any discipline with the same experience as given in B.3.5 above, then the list of such disciplines shall be uploaded in Annexure F (B) by the bidder along with the documents for technical bid on PWD's website as per clause 5.1 page 11 of the document at the time of submission of the bid.
 - (V) In case a firm is proposing key personnel from educational / research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his **CV**.
 - (VI) No expert/personnel of the bidder or associated sub-consultant would be deployed to work on more than two disciplines under Part A or Part B.
- B.3.6** Even though a Bidder may satisfy the above requirements, he would be liable to disqualification if he has:
- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures submitted as per requirement.
 - b) Record of poor performance such as abandoning project, not properly completing the assigned project, or financial failures/weaknesses etc.

B.4 PRESENTATION AND ITS EVALUATION CRITERIA (TECHNICAL BIDSTAGE-II)

B.4.1 Participation in Presentation

All the Bidders who secure overall 50% (fifty percent) marks in evaluation of Technical Bid (Stage-I) as laid down in Section B.3 above will qualify for further evaluation in Technical Bid Stage-II. Bidders thus qualifying for Technical Bid (Stage-II) will be invited to make a presentation before the Jury constituted by AUD.

Along with Design Proposal, **a multi-media presentation** is expected from the Bidders. The Bidders shall be required to make presentations of 30 to 40 minutes duration duly supported by computer generated 3D animations, walk through etc. The Bidders will present their conceptual understanding of the project in the form of a design proposal/ design scheme/ model along with their vision on the planning of a Modern-State of the Art- Green Campus.

B.4.2 Public exhibition and display of all proposals presented to the Jury

All presentations by the bidders in form of models, drawings, animations and in any other form will be available to PWD/AUD for public exhibition and display. **The same will be property of PWD/AUD. However, the same will not be used by PWD/AUD without written permission of the bidder.** The venue and schedule of the proposed exhibition will be intimated to all bidders of the proposals presented to the Jury. In case PWD/AUD decides to hold a media briefing, these bidders will also be requested to participate.

B.4.3 Honorarium for Participation

All the Bidders who are invited for presentation as a part of Technical Bid (Stage-II) will be entitled for an honorarium of Rs 1.00 Lakh for meeting the presentation related expenses provided they make the Presentation before the Jury. However, the honorarium of Rs. 1.0 lakh will be adjusted/included in the lump sum fee of the selected bidder who will be appointed as 'Consultant' for the project.

B.4.4 URBAN & ARCHITECTURE DESIGN

The Conceptual Design Scheme should aim to achieve a comprehensive urban design scheme along with detailed architectural designs for the new campus of Ambedkar University, Delhi. Urban Design Proposal for the new campus should entail a comprehensive urban design strategy through an **Urban Design Structure and Services Plan for the entire campus** integrating the following relevant systems:

- a. **Functional Distribution and Activity Pattern**
(Highlighting the inter-disciplinary character of the university)
- b. **Movement and Accessibility**
(Universal access for all spaces with special focus on pedestrian network within the campus encouraging walking and cycling. However, the campus should have good connectivity with public transit system through a defined vehicular network and parking facilities)
- c. **Open-space system**
(Integrated landscapes considering ecological processes within and adjoining the campus boundaries)
- d. **Built form system**
(Clearly articulating the morphological structure through typological variations, overall massing and volumetric disposition of built form within the campus)
- e. **Services and Infrastructural system**

(Efficiently dove-tailed with form and function considering sustainable practices throughout the campus)

In addition to the internal organization, the Urban Design scheme should clearly highlight the envisaged relationship of the proposed campus with its immediate surroundings as well as with the larger networks of the city. **The proposal would articulate a comprehensive set of development controls and architectural guidelines for architectural projects, open spaces and services of any kind in the campus.**

The bidder is expected to detail out the following three zones in the design concept:

1. **Detailing of a part of the Central facilities with one iconic building**
2. **Any one of the Academic Clusters**
3. **A typical residential block along with student hostels**

The detailed architectural schemes should be able to demonstrate aesthetic appeal, experiential quality, building expression, use of innovative technology, structural design in terms of sensitivity to location, appropriate materials for construction, seismic factors and response to requirement of space. The final scheme (Urban Design and Architecture) should represent the nature of development envisaged for the proposed campus through relevant drawings, images, sketches, walk through, 3D models etc.

B.4.5 Documents to be submitted for Presentation (Technical Bid Stage-II)

The bidder will submit the following documents at the time of presentation:

- (i) A Detailed Report (bound in A-4 pages, along with a soft copy) containing Consultant visualization of the project, design proposal including features relevant to design scheme with sketches/3-D rendering to explain concepts and innovations, diagram of designed general functional arrangements showing inter-linkage/ distribution of activities at different levels, summary schedule of usable and gross areas expressed in metric system.
- (ii) Drawings and Models etc. as given below and all the drawings will have a maximum A0 size (1140 mm × 840 mm):

1. **Concept Sheet/s**

2. **Master/Lay out Plan (1:750):** This shall indicate layout of buildings and necessary infrastructure as per AUD requirements along with corresponding sections.

3. **System Plans (1:750)**

- 3.1 Use and Activity- This shall indicate functional distribution within the campus.

- 3.2 Movement- This shall indicate details of vehicular and pedestrian movement, parking, and access to the buildings/blocks along with corresponding sections.

- 3.3 Open Space and Natural System- This shall indicate distribution and use of open spaces within the campus.

- 3.4 Built Form- This shall indicate formal and spatial distribution highlighting typological variations.

- 3.5 Services and Infrastructure- This shall indicate infrastructure layouts as part of overall planning.

- 3.6 Ecological and Environmental considerations of the Project- This shall indicate key aspects and details for a sustainable campus.

4. **Landscape Plan 1:750** This shall indicate hard and soft areas, outdoor furniture, types of plantation, and other Landscaping element etc. along with corresponding sections.

5. **Development Controls and Architectural character**

6. **Perspective / 3D views**

7. **Model 1:500 (base size of 1800x1200mm) of the overall Master/Layout Plan**

8. **Development Controls and Architectural guidelines as part of the overall Report (30 pages max.)**

(iii) Drawings and Documents for the following:

1. Detailing of a part of the Central facilities with one iconic building
2. Any one of the academic clusters
3. A typical residential block along with student hostels

List of Drawings for each of the above areas:

1. Concept Sheet/s
2. All Floor Plans 1:200
3. All Elevations 1:200
4. Two Sectional Elevations 1:200
5. Sections (Min 2) 1:200
6. Perspective / 3D Views
7. Energy and Environmental Considerations
8. Any other details

Note: The entire Design Proposal shall also be submitted in CD/DVD. All drawings submitted in CD/DVD shall be in '.dwg' format, readable in Auto CAD 2016.

B.4.6 Criteria for Evaluation by the Jury:

The Design Scheme/ Proposals and presentations by eligible Consultants will be assessed by a Jury constituted by AUD. Each presentation by Bidders will be judged by the Jury based on laid down criteria and marks will be allotted accordingly as per Table- 2 below:

TABLE-2

Sl. No.	Category	Description	Maximum Marks
I	Urban Design Scheme/ Master Plan Scheme	i. Urban Design Concept ii. Overall Landscape Plan with integration of open and built spaces iii. Site Planning: Optimum use and efficiency iv. Movement system articulation v. Development controls and Architectural guidelines	40
II	Environment and energy strategy	Energy efficiency parameters in terms of: i. Range and level of sustainability processes and environmental systems ii. Water conservation strategy iii. Waste management system	20
III	Architectural Design	Each detailed architectural scheme for will be evaluated for: i. Aesthetic Appeal & Experiential Quality ii. Building expression and Innovative Technology iii. Structural Design in terms of sensitivity to location, appropriate materials for construction and seismic factors iv. Response to requirement of space v. Utility and Service Plan	40
		Total Marks	100

B.4.7 Only those Bidders who score a minimum of 70% (seventy percent) marks in aggregate subject to the condition that the Bidder should score 60% marks in each section of Table-2 above, will be qualified in Technical Bid (Stage- II). The maximum number of qualified Bidders will be restricted to 5 among those scoring highest marks above 70% of maximum marks. Financial Bids of only those bidders will be opened who qualify in Technical Bid Stage-II.

B.4.8 The total marks obtained in Technical Bid Stage-II shall have 50% weightage in the overall score.

(C) FINANCIAL BID EVALUATION

Along with the online submission of Technical Bid, the Bidder will also submit his Financial Bid (through online mode only) quoting a lump sum fee in the pro-forma at Annexure-M based on the Scope of Comprehensive Consultancy Services (Chapter-7) detailed in this document.

C.1 Opening of Financial Bid

The Financial Bid of only those Bidders will be opened who qualify as per the above laid down evaluation criteria in both Technical Bid Stage-I and Technical Bid Stage-II. The Financial Bid will have 30% weightage in the overall evaluation. Bidders will be informed about the date and time of opening of Financial Bid. They may like to be present on such date and time.

C.2 Financial Scores

The lowest Financial Bid (F_M) will be given a Financial Score (S_F) of 100 points. The financial score (S_F) of other financial bids given by Bidders will be computed as per the following formula:

$$S_F = 100 \times F_M / F_O$$

Where,
 F_M = Lowest Financial Bid,
 F_O = Financial Bids of other Bidders,
 S_F = Financial Score

The following example is included for clarification. Suppose 3 proposals are opened for Financial Bid which gave Rs. 120 (Bidder A), Rs. 100 (Bidder B) and Rs. 110 (Bidder C) as Financial Bid amounts. The proposals will thus be scored as under:

Proposal	Evaluated cost
A	Rs.120
B	Rs.100
C	Rs.110

Financial Scores of all the qualified Bidders eligible will be calculated in the following manner:

$$A: 100 \times 100 / 120 = 83$$

$$B: 100 \times 100 / 100 = 100$$

$$C: 100 \times 100 / 110 = 91$$

(D) OVERALL EVALUATION FOR SELECTION OF CONSULTANT

D.1 The final evaluation will consist of summation from the 3 components, i.e. (A) Technical Bid Stage-I, (B) Technical Bid Stage-II and the (C) Financial Bid combining to a total of Marks i.e. A+B+C.

D.2 In the final score, 20% weightage will be given for marks achieved in Technical Bid Stage-I (component A), 50% weightage will be given for marks achieved in Technical Bid Stage-II (component B) and 30% weightage will be given for marks achieved in Financial Bid (component C).

D.3 On the basis of the combined weighted score for Technical Bid Stage-I & II and Financial Bid, the qualified Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of Technical Bid Stage-I & II and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

D.4 In case more than 1 (One) Bidder has identical highest marks in the overall evaluation then the Bidder scoring higher marks in Technical Bid will be recommended for Award of work.

D.5 Following is an example of the procedure to be followed.

As per the example discussed above in clause C.2, suppose, 3 proposals, A, B & C were received. **The qualified Bidders were awarded (75 and 70), (80 and 85) and (70 and 90) marks respectively for Technical Bid Stage-I and Technical Bid Stage-II.** All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening the qualified Bidders. The financial bids were evaluated thereafter as per **Clause (C)** and financial score are given. The combined evaluation, thereafter, will be as under:

Bidders	Marks (Technical Bid Stage-I)	Marks (Technical Bid Stage-II)	Score (Financial Bid)	Total Marks	Rank
A	$75 \times 0.20 = 15.0$	$70 \times 0.50 = 35.0$	$83 \times 0.30 = 24.9$	74.9	H 3
B	$80 \times 0.20 = 16.0$	$85 \times 0.50 = 42.5$	$100 \times 0.30 = 30.0$	88.5	H 1
C	$70 \times 0.20 = 14.0$	$90 \times 0.50 = 45.0$	$91 \times 0.30 = 27.3$	86.3	H 2

The above three proposals in the combined technical and financial evaluation are ranked as under:

Proposal A: 74.9 points. H3

Proposal B: 88.5 points H1

Proposal C: 86.3 points. H2

Proposal B, therefore, will be declared as winner of the selection procedure and recommended for negotiations/approval, to the competent authority.

D.6 PWD/ AUD is not bound to accept any or all the proposals submitted and reserve the right to reject all the proposals without any liability to the bidder(s).

(E) AWARD OF CONTRACT

- E.1 The Contract will be awarded to the Bidder who obtains highest marks as informed by PWD through a letter of acceptance of his offer.
- E.2 After issue of such letter of acceptance, the successful Bidder shall have to furnish a performance guarantee for an amount to the extent of 5% (Five percent) of the contract amount within **15 Days** 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 with late fee @ 0.1% per day of performance guarantee amount on written request of the bidder stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. The work shall be awarded after receipt of performance guarantee. In case the successful Bidder does not submit Performance guarantee within stipulated time, the black listing case against the agency will be initiated in PWD Tenders and the award of work will be cancelled.
- E.3 The time period allowed for completion of the project will be 72 months (48 months for planning, designing and execution period and 24 months for defect liability period) and will be reckoned from the 23rd day of the issue of letter of acceptance of the offer or submission of performance guarantee whichever is earlier.
- E.4 Remuneration received as per this contract will be subject to tax deductions at source at the rate as applicable at that point of time.
- E.5 Formal agreement will be drawn by the **Executive Engineer, Housing Project Division-IV, PWD (GNCTD), Bhai Nihal Singh Marg, Lajpat Nagar-4, New Delhi-110024.**



CHAPTER 6

THE SITE

CHAPTER-6 THE SITE

1.1 Introduction

The site of new campus of AUD is in Rohini DDA Phase-I Scheme, Delhi being developed by DDA. The total plot area is 7.3 hectares and there are no encumbrances on site. **There are no overhead power lines on the plot and the site is free from all encumbrances.**

1.2 Features / Details of the Site

- (i) The proposed site for the new AUD campus at Rohini lies in the western part of the city. It is imagined that AUD's campus would be developed in harmony with the developed areas in the neighbourhood. The site is well connected to the city through multiple modes of transit. The Outer Ring Road is at a distance of approx. 1 km and there are two metro stations (i.e. Madhuban Chowk and Rohini East) of red line of Delhi metro in the proximity of the site for campus.
- (ii) The external roads and other services like sewerage and storm water drainage have already been laid in Rohini. All services in AUD campus would be connected to the external services already laid down by DDA.
- (iii) **Site Context- Sector-3, Rohini**
The AUD plot in Sector-3, Rohini measuring 7.3 hectare is divided by a 13.5 metre wide road almost in the centre. The new campus would be developed in the plot taking this dividing road into account and considering that it would continue to be a public road accessible to neighboring population and the maintenance agencies.

1.3 Soil Investigation Report

No Soil Investigation has been carried at the AUD plot in Rohini. The consultant will have to engage a competent geotechnical agency having experience of similar works for getting the detailed geotechnical investigation done. The planning and designing of the project is to be done as per the detailed geotechnical report of the agency appointed by the consultant.

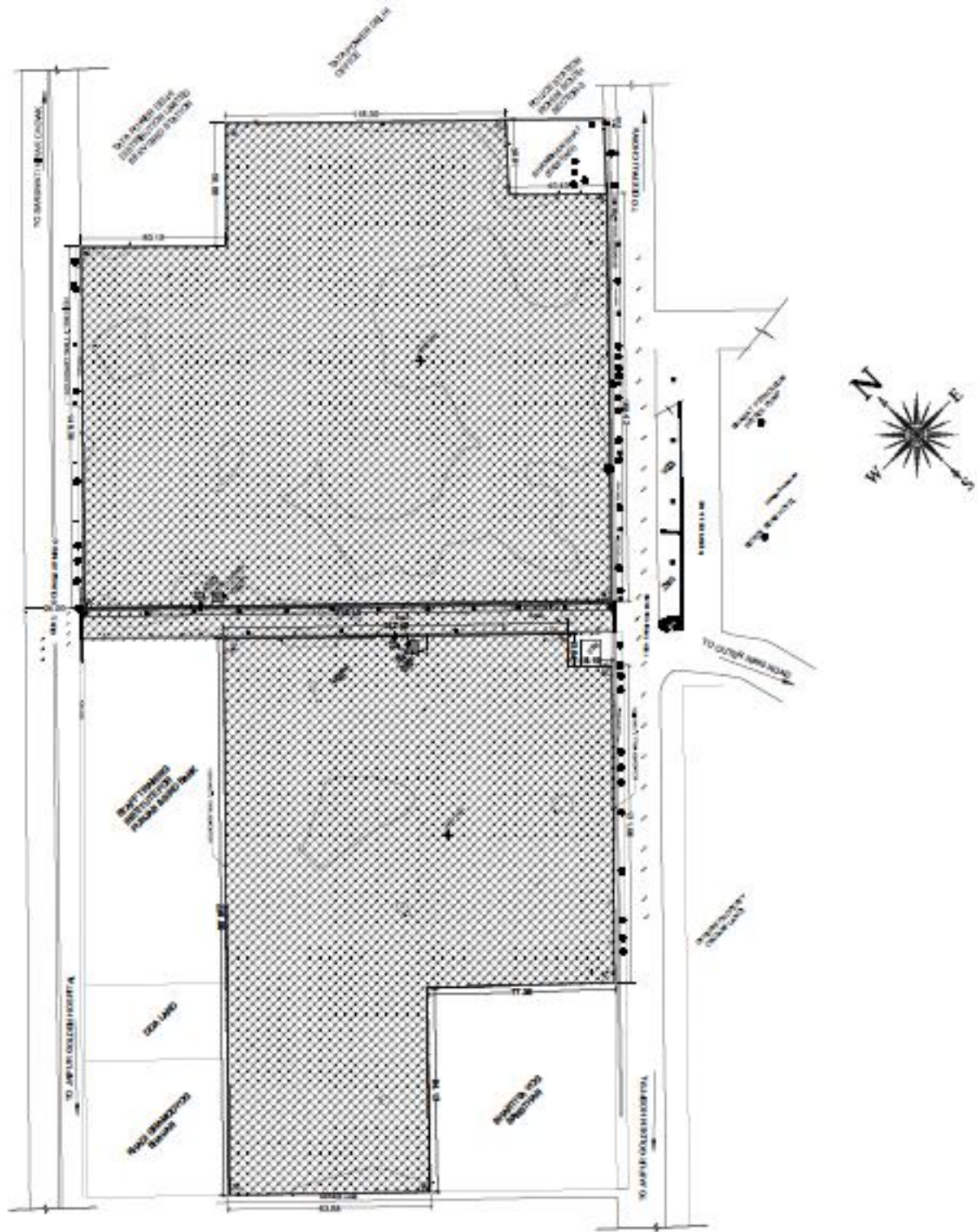
1.4 Hydrological Studies of the plot

AUD had entrusted the work of conducting Hydrological Studies on Rohini Plot to the National Institute of Hydrology, (NIH) Roorkee for establishing the quantity and quality of underground water available in the campus as well as making recommendations for an appropriate drainage system for the new campus taking into account the existing drainage pattern of the surrounding area. A summary of the recommendations of NIH based on the Hydrological Studies is enclosed at Annexure- R.

1.5 Layout of plot and Contour Drawing

The survey drawings of the site and contour plans are enclosed as Drawing-1 and Drawing-2 respectively in the following pages. **These drawings will also be available to the bidders at AUD/PWD website in a downloadable .dwg format.** This Survey report is indicative and is to be used only to get a general idea of topography of the site. The consultant will have to engage a competent agency having experience of similar works for getting the topographical studies of the site done. The planning and designing of the project is to be done as per the topographical survey report of the agency appointed by the consultant.

Drawing 1: TOPOGRAPHIC SURVEY OF ROHINI CAMPUS
The soft copy of the drawing can be downloaded from PWD Tender Hoisting web site



Drawing-2: LOCATION PLAN OF ROHINI SITE



CHAPTER 7

SCOPE OF COMPREHENSIVE CONSULTANCY SERVICES

CHAPTER- 7

SCOPE OF COMPREHENSIVE CONSULTANCY SERVICES

1.0 SALIENT FEATURES OF THE WORK

Name of work: **“Comprehensive Consultancy Services for Planning, Designing and Development of New Campus of Ambedkar University Delhi (Phase-I works) at Rohini, Delhi-110085”**

1.1 THE SITE

The new campus of Ambedkar University Delhi (AUD) at Sector-3,Rohini, Delhi-110085 is proposed to be developed on 7.3 hectares of land. Infrastructure requirements as elaborated in Chapter-7 are proposed for the Campus Development. The Master Plan and design of buildings shall be for the maximum permissible FAR for the total plot of 7.3 hectares.

1.2 SCOPE OF WORK

Consultant has to prepare a scheme, designs, and Master Plan for a total plot area of around 7.3 hectares including new proposed structures as per Master Plan of Delhi (MPD)-2021 based on the requirements of AUD. Consultancy services will include but not limited to Architectural & structural designs, formulating schemes/designs for internal and external services including Civil works, Interior Design, Mechanical works, Electrical works etc. (Internal Electrification, Sub Station, DG Set, LT & HT Cabling and Networks, Lifts and Traffic analysis, street lighting etc.), Water Supply and Plumbing works, Drainage, Artwork (interior and exterior), Landscaping, Furniture Design, all systems for ICT in lecture theaters/ class rooms/ offices, Integrated Building Management System (IBMS), Data and Tele-Communication Service & Design, Acoustic designs for buildings wherever required, Special Lighting for Stages/Auditorium/Exhibition and other required spaces, Renewable Energy System with Networks, Solar Powered Electrification network including arrangements for feeding surplus power to grid, Zero Waste Discharge Designs, Water Treatment Plant, Rain water harvesting, other development works, etc. as well as issue of Good for construction drawings. Necessary schemes for making a barrier free campus are also included in the scope of Consultant.

The consultant shall provide comprehensive consultancy services broadly described above. However, it should be clearly understood that the description of services is only indicative and the Consultant shall be required to perform any other services which may be required whether or not expressly mentioned hereinafter for **“Comprehensive Consultancy Services for Planning and Designing of New Campus of Ambedkar University Delhi (Phase-I works) at Rohini, Delhi-110085”** for completion of the entire project to the satisfaction of AUD/PWD.

1.3 In addition to these, the scope of work includes obtaining all approvals and mandatory clearances for commencing the construction works including Fire Fighting, Airport Authority, DUAC, Water Supply, Drainage, Sewage, and all environmental clearances etc. from the local bodies & Ministry of Environment. After the completion of works, Consultant shall have to obtain completion certificate from local bodies and fire clearance from Chief Fire Officer for the whole project.

1.4 The Consultant will be required to establish a permanent office in Delhi/ NCR during the implementation of the Project. This office will have a team of Consultant and other Technical Staff earmarked for their involvement in the consultancy services for the project. The office and the team could be established immediately after the award of work and before the commencement of work of consultancy services for the project.

- 1.5 The Consultant will be required to deploy on full-time basis one Civil Engineer, One Electrical Engineer and **one Architect** at the Project Site Office, having adequate qualifications and experience of at least 8 years of work, during the entire period of construction from the date of start of construction work, for day to day resolution of conflicts/ coordination and to ensure that work is being carried out as per approved drawings. The expenses for providing these technical personnel at site is included in the lump sum fee of the consultancy services of the Consultant and nothing extra shall be payable on this account. All office equipment such as computers, printers and plotters etc. for the above three personnel at site office shall be provided by the Consultant at site during the period of construction work, and shall always be maintained in good working condition at his own cost. The office space to the Consultant's staff at the site will be provided by PWD.

A penalty of Rs. 1 Lac per month per person would be levied on non-deployment of the Civil Engineer/Electrical Engineer/ Architect.

- 1.6 Within 21 days of award of work, the consultant shall submit a list of all sub-consultants having experience of executing at least 1 number similar project in the last 7 years (A minimum 3nos. of sub-consultants for each discipline) as per Annexure-G, along with a letter of confirmation from these sub-consultants that they will associate with the Bidder for designing and planning the project including sub-consultants for the following disciplines:
1. Geotechnical Investigation.
 2. Structural Design.
 3. Art Work.

The consultant will get all the sub-consultants (including the three above) approved from the PWD before assigning any job to them by submitting their details. A penalty of Rs.30, 000/- per day shall be levied on the Consultant for each day's delay in submitting the list of sub-consultants for each discipline as per above.

If the bidder has in-house expertise for the disciplines of Geotechnical Investigation, Structural Design and Art work, then the bidder shall submit necessary request to the Engineer-in-Charge for consideration and proof of experience within 21 days of award of work for approval which shall be evaluated by PWD. In case the bidder fails to submit the necessary proof or proof submitted by him is not found in order his request shall be rejected. For such cases of in-house experts all conditions as applicable for approval of sub-consultants as already given above in the Clause (i.e.1.6) shall be applicable.

1.7 ART WORK FOR THE CAMPUS

In the scope of work of the Consultant, the Art Work of the value of 1% of the cost of the project in Phase-I works is included as per DUAC/ GNCTD guidelines.

The Art Works should be of high aesthetic quality and enhance the ambience, experience and characteristics of the locations/ spaces where such works are installed. Such works should be carried out with the engagement of Sub-Consultants / Experts/ Designers/ Curators having imagination, experience and capability to visualize the scale and context of the spaces as well as ethos of the University. Such expressions should consider highest levels of workmanship, skills including craft skills and art. The Consultant will be responsible for developing alternative concepts, detailed visualization, specifications, detailed drawings and supervision of execution of such works at site.

The consultant will engage sub consultants / experts / designers/ curators having a sound background of Visual Arts, who can conceive the overall concept for the entire campus of AUD (Phase I), develop public/ urban arts required in the campus professionally as the location demands, in consultation and with the approval of PWD/ AUD and issue detailed drawings/ shop drawings for execution of the same. They must have good knowledge of different art materials, different processes of execution

with a minimum of 10 years' experience in developing public places such as institutional buildings, campuses, museums, exhibitions, public buildings, city squares, parks etc. through such works.

1.8 DETAILED PROGRAMME OF EXECUTION OF CONSULTANCY WORK

Within 15 days of award of work, the consultant shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract, all target dates such as appointment of sub-consultants, target dates of submission of concept drawings/detailed drawings for each item of work in scope, target dates for various approvals from local bodies/statutory bodies, submission of BOQs/tender documents for various items of work etc. **A penalty of Rs. 30,000/- per days delay will be levied for non-submission of such a plan of work within 15 days of award of work.**

1.9 GREEN BUILDING DESIGN

The Consultant shall adhere to highest standards of environment and energy sustainability as stipulated in Clause 1.4 of Chapter 4- Building Sustainable Campuses: An Environmental Brief and as approved by PWD/ AUD. Holistic integration of the environmental sustainability brief in design, materials, construction, services, processes and maintenance concerns should be strictly addressed in campus planning and design to achieve a Green Campus equivalent to GRIHA 5 Star/ LEED Platinum standards. All stage wise approvals from the concerned statutory authorities be coordinated and obtained by the Consultant. Nothing extra shall be paid on this account.

2.0 ROLE OF THE CONSULTANT

The Role of the Consultant is to provide **“Comprehensive Consultancy Services for Planning and Designing of New Campus of Ambedkar University Delhi (Phase-I works) at Sector-3, Rohini, Delhi-110085”** and shall be involved for the entire duration of the project till its final commissioning and handing over. The Consultant's role and responsibility will include:

- 2.1** The Consultant shall provide comprehensive consultancy services in project conceptualization covering space utilization, functional requirements, preparation of LOP, Project cost estimation, Detailed Architecture drawings, structural drawings and various services design, detailed Project Report, Preparation of all contract Documents, and BOQ etc. The Preliminary project report shall cover all project components. The Consultant shall provide design philosophy and the design methodology, listing out relevant codes, related references, sound-engineering practices etc. for the entire design scheme of the campus.
- 2.2** The Consultant shall get the approval of the conceptual scheme from PWD/AUD or both through presentations, physical models, computer walk-through etc. Comments and suggestions or alternate proposal of the PWD/ AUD shall be evaluated and suitably incorporated till the concept design is accepted and frozen.
- 2.3** The Consultant shall develop the concept drawings for each of the building for submission to all the statutory authorities/bodies, incorporate changes, if suggested by the statutory authorities /bodies and obtain approvals from all regulatory authorities.
- 2.4** The Consultant shall take all necessary statutory approvals from the concerned authorities including DUAC, Delhi Jal Board, Pollution Control Board, Dept. of Environment & Forest, GNCTD Delhi Fire Services, NDMC, M.C.D./D.D.A., M.O.E.F., C.G.W.A., Air-Port Authority of India, DPCC Govt. of India

etc. Preparation and submission of drawings / materials/ 3D- walk through as per norms of DUAC, or any other body or as per municipal norms and models for obtaining these approvals will be done by the Consultant at no additional cost. The statutory approvals shall include obtaining Fire Clearance from CFO, tree-felling permission from the tree officer/forest department AAI, ASI or all other permission of any other body required as clearance for starting work at site and completion certificate for the completed building from the local bodies (i.e. DDA/MCD). **The consultant shall prepare all study reports, drawings, physical models, simulations, and assessment reports etc. which are required for clearance by all above bodies/authorities.**

- 2.5 All Environmental Impact and Social Impact Assessment, and their clearance from concerned statutory bodies including union ministry of Environment and Forest will be obtained by the consultant.
- 2.6 The Consultant shall have constant and regular interaction with the PWD/AUD for formulating the design philosophy and parameters, preparation of preliminary estimate, designs/ drawings and specifications.
- 2.7 The Consultant shall ensure that the various building/engineering services are suitably and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- 2.8 The Consultant shall prepare preliminary estimate based on CPWD PAR 2012 or the latest approved PAR and submit to the Engineer-in-charge and shall make necessary corrections/modifications as required by PWD/AUD and finally get it approved from the Engineer-in-charge. The Consultant shall also prepare Revised P.E (if required) during the execution of the work and making necessary corrections/modifications as required and getting it approved by the Engineer-in-charge.
- 2.9 The Consultant shall prepare the documents for call of tenders by the PWD for execution of work in suitable packages as required/approved by PWD. The estimates showing details of measurement, BOQ, technical and special conditions, analysis of rates etc. shall be prepared and submitted by the Consultant to the Engineer-in-Charge. If any corrections / observations are made by the PWD, the same shall be complied by the Consultant till final approval by the competent authority. The approved tender documents shall also be submitted in hard copy as well as soft copy by the Consultant.
- 2.10 The Consultant shall have to perform in an efficient, orderly and professional manner and shall deploy necessary qualified and skilled persons according to the requirement of the services.
- 2.11 The Consultant and his staff will regularly inspect the works during execution stage to ensure that the works are being executed as per approved scheme and render appropriate advice and carry out all site related modifications in the designs and drawings. Such inspections shall be carried out on a weekly basis **by the Lead Architect** and report submitted detailing out action required to be taken by the executing agency and compliance thereof. This weekly report shall be submitted each following Monday for the previous week before 10:00 AM. **A sum of Rs. 25,000/- per day would be deducted for any delay in submission of the weekly report.**
- 2.12 The Consultant shall assist Engineer-in-charge in preparing presentations and presentation materials during execution of work.

- 2.13** The Consultant shall get the structural analysis, design and drawings checked by a third party/proof consultant appointed by PWD. Similarly, the detailed scheme and designs of all electrical, mechanical and HVAC Services (internal and external) will be got checked by Consultant if required by PWD from any third party appointed by it. Nothing extra will be paid to Consultant for getting such checking done. However, fee payable to the third-party/ proof consultant for these checking shall be borne by AUD/ PWD. The detailed design notes shall be submitted along with design philosophy to PWD after it is checked/ approved by proof consultant/ third party. The proof checking, if any, got done by a third party by the PWD shall not absolve the lead Consultant of any of his responsibilities. All reports including design/drawings submitted by them shall bear the signature of the Team Leader/authorized representative of the Consultants and the Consultant shall be fully responsible for the soundness, correctness and feasibility of the design prepared by them.
- 2.14** All basic/ detailed drawings by Consultant wherever special services or equipments are required, and all the shop drawings for the structure will be checked and approved by Consultant before submitted for approval to PWD. The decision of PWD for the shop drawings to be submitted for special equipment or services or structure will be final to this effect.
- 2.15** The Consultant shall comply with all applicable laws, bye-laws, and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project.
- 2.16** The Consultant shall comply with all the applicable norms/codes/guidelines/regulations/bye-laws/statutes of local as well as Central Govt. Bodies.
- 2.17** The consultancy services shall be provided through a Team Leader supported by experienced professionals. The Consultancy firm will deploy adequate number of professionals and other staff to deliver the requisite services as per time schedule. The Consultant shall have to submit details of proposed team detailing the roles/work to be performed by each personnel, their tentative duration, inter-relationships of each personnel etc.
- 2.18** The Consultant shall prepare the necessary scheme, requirements and specifications for detailed topographical survey and the survey of all existing services and other constraints existing in and around the site for proper design of all the services and obtain approval of PWD. Consultant will thereafter get the survey done on his requirement and utilize the reports suitably. Further, the Soil Investigation will be got done by the Consultant with the approval of PWD for structural designs of the foundations and designing of external services. **The cost of getting the Contour Survey and Soil Investigation done will be borne by the Consultant and must be included in the lump sum fee quoted in the Financial Bid.**
- 2.19** The Consultant shall ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included. He shall also ensure that the various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- 2.20** The Consultant shall have to co-ordinate with the PWD/ AUD and attend meetings as and when required by PWD/ AUD including meetings with the contractors. Appropriate clauses will be inserted in the tender documents to the effect that after handing over of the Campus and Services, AUD shall enter into a 3/ 5 years Comprehensive Annual Maintenance Contract with the Contractor/ specialized agency.

- 2.21** After the completion of construction of buildings and all external services the consultant shall prepare the completion drawing and obtain completion certificate from local bodies.
- 2.22** To ensure proper performance of all activities regarding construction of the projects, the Consultant shall have his office at or near the Projects site at its own cost. The Consultant shall have the required dedicated personnel stationed at the site so that they are available for interaction at all times. No site personnel shall be transferred / withdrawn without the consent of PWD. Similarly, prior to induction of new personnel on the Project site, the approval of PWD shall be obtained.
- 2.23** The consultant shall prepare a complete documentary film of 1 hour and a Coffee table book (20 copies) detailing the complete progress of the project from concept to completion, highlighting the salient features of the project, the challenges faced, the innovations implemented etc.. The documentary film would be complete with professional voice over, animations, photographs and videos. For this purpose, the consultant shall arrange on their own all required documents/photographs/videos right from the date of start of consultancy work. This film and the 20 copies of the Coffee table book along with their electronic softcopy versions shall be prepared and submitted on the date of physical completion of the construction work at site as determined by the Engineer-in-Charge. **A penalty of Rs. 10,00,000/- (Rs 10 Lacs only) will be levied for non-submission of the same on the due date.**

3.0 STAGewise SERVICES

The Consultants shall provide Comprehensive Consultancy Services in the following areas:-

- a) All Architectural Services including Master Plans, building plans, Landscaping and Signage plans etc.
- b) All Quantity Surveying Services
- c) **All Civil & Structural Engineering Services.**
- d) **All Electrical and Mechanical Engineering Services should be designed as "NET ZERO ENERGY" Services.**
- e) All Mechanical Engineering Services
- f) All Public Health Engineering Services
- g) All Waste Water treatment and C&D (Construction and demolition) waste management, treatment and recycling System.
- h) Green Building Concept (Norms to be followed as per Platinum- LEED/5 Star- GRIHA)
- i) All furniture /equipments/fixtures/fittings for all buildings including rooms, labs, workshops, kitchens, lecture rooms, amphitheatre, Auditorium etc.
- j) All interiors and all acoustical treatments.
- k) All art work and signage
- l) All water supply & drainage system
- m) All I.T. Service/ICT Services for lecture halls/Classrooms/Offices
- n) All environmental clearances/ permissions, environmental impact & social impact assessment and their clearance from concerned statutory bodies/ministries of the Govt.
- o) Inspection of works during construction and ensure that the execution is being done as per approved drawing and specifications.
- p) Any other services which are required but not specifically indicated.
- q) Preparation of 'As Built' drawings (on the basis of actual construction at site) including services and structures

The Consultants shall appoint specialized sub-consultants for which in-house expertise is not available with the consultant.

3.1 Preliminary Stage

3.1.1 Contour Survey

The Consultant will prepare the specifications and requirements for carrying out topographical survey and the survey of all existing services and other constraints existing in and around the site and get it approved from PWD. Thereafter, the work will be got executed by the Consultant and the report will be utilized for planning and designing of the overall scheme.

3.1.2 Soil Investigation

The Consultant will prepare the specifications, types of investigations/ tests and requirement for Soil Investigation and get it approved from PWD. Thereafter, the Consultant will get the Soil Investigation done and make available the Soil Investigation Report and other parameters required for the foundation design of multistory buildings. The Consultant will study and interpret the soil investigation reports and input data for structural and foundation design for individual buildings/ structures/ equipments etc as per relevant IS codes.

3.1.3 Master Plan/Lay out plan

- a) Development and Submission of the Master Plan and Modifications of the Master Plan taking into account the comments and suggestions of the AUD/PWD.
- b) Submission of the Final Master Plan to local bodies and incorporating changes, if any, suggested by them and re-submitting the same.
- c) Obtaining approval of the master Plan from local authorities like DDA, MCD, DUAC etc.

3.1.4 Concept Design

- a) Ascertain AUD's requirements and examination of site constraints and potential for individual buildings, external and internal systems/ services, and preparation of a brief for PWD's review/ recommendations and AUD's approval including conceptual / control designs/ drawings/ documents and incorporating required changes, if any.
- b) Development of the concept design after interacting with AUD/PWD.
- c) Submission of the concept design and make presentation of the entire scheme.
- d) Modifications in the concept plan taking into account the comments, suggestions of AUD/ PWD and submitting the same to PWD for approval.
- e) Submission of the final concept design along with models, photograph, 3D-walk through as per DUAC norms etc. to DUAC. The cost of such models, photographs, etc. shall be borne by the consultant.
- f) Obtaining approval of the Concept design from DUAC.

3.1.5 Project Report

- a) Preparation of Project Report and Project cost estimate covering all project components including any other equipments required etc.

3.1.6 Approval Stage

- a) Development of the Submission Plans of buildings and all external services.
- b) Submission of the design, drawing and related document to concerned local authorities.
- c) Modifications of the design, drawing etc taking into account the comments, suggestions etc. of the local bodies.
- d) Re-Submission and obtaining approval of the design, Drawing etc from local bodies.
- e) Carrying out Environment Impact Assessment, submission of the same and getting approval from concerned authorities.
- f) Obtaining necessary approval of the project from Delhi Pollution Control Committee and Ministry of Environment/Department of forest and environment, GNCTD as per the requirement.

3.2 DETAILED DESIGN STAGE- ARCHITECTURAL SERVICES

- (i) Prepare tender drawings, schedules and specification of materials and workmanship, in sufficient detail to enable to prepare a tender. The tender drawings & documents shall include detailed site plan, detailed drawings for each buildings including floor plans, elevations, door & window schedules, finishing schedules, fitting schedules, colour schemes, flooring patterns, reflected ceiling plans, ironmongery, joinery, installation details, wall profiles, Staircases, ramp and lift details, details of important building parts /areas, landscape & horticulture details etc. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names. As required by GNCTD, MOUD and MOEF advisories consultant needs to ensure use of minimum 2% processed/recycled products such as GSB,BSB etc. from C&D waste to be used in non sensitive structures in the project. Appropriate clauses will be inserted in the tender documents by Consultant to the effect that after handing over of the Campus and Services AUD shall enter into a 3 / 5 years Comprehensive Annual Maintenance Contract with the contractors/ vendors for specialized services like HVAC, lifts, DG sets, Fire Fighting and detection systems etc.
- (ii) Prepare and issue "Good for construction" drawings. Drawings shall be adequately detailed and shall contain enough information to enable construction, full measurement, pricing and production of bill for payment. The working drawing shall include:
- a) Layout Plan showing:
- All proposed buildings, play fields, green area, Sewage Treatment Plant, Sump, Rain Water Harvesting, Electrical Sub-Station etc.
 - Blow up of road junction / parking area and other such area as required.
 - Coordinated External services
- b) Detailed Drawings of:
- Floor plans, fully coordinated with all services/disciplines
 - Elevations
 - Sections
 - Wall profiles
 - Doors & Window details
 - Stairs/Ramps/Lifts details
 - Details of building parts, areas, critical special treatments.
 - Toilet details.
 - Flooring pattern and details
 - Dado details
 - Roof flow, draining including rain water harvesting system underground tank
 - Detailed designed and drawing of all types of furniture, all lab equipments, all workshop machineries, all kitchen equipment etc.
 - Detailed drawing of art work.
 - Any other detailed require by the Engineer-In-charge.
- c) Landscape & Horticulture
- Drawings of landscape including blow up of critical areas / landscapes / plantation schemes in detailed coordination with all external services
 - Horticulture details
- d) Any other details required for completion of the buildings/services.

3.3 CIVIL & STRUCTURAL ENGINEERING SERVICES

3.3.1 General

The Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts/practices and shall at all times show a high degree of professionalism in his work.

3.3.2 The Consultant will be fully responsible for the design of all the Civil & Structural engineering works **including all temporary structures at site such as site offices, labs, sentry posts, stores, material sheds etc..** The services to be provided by the Consultant shall include but not be limited to the following:

(A) Design Basis

- i. Preparing specifications and Tender documents for conducting surveys, tests and other investigations and submit the same to PWD as required **(Except otherwise provided in this bid document where tests, investigations and surveys are to be done by the consultant).**
- ii. Planning for the structural arrangements with the Architectural design.
- iii. Co-ordination & finalization of structural arrangement
 - Beam & Column location
 - Beam & Column size finalization
 - Slab profiles
 - All other detailing required for the finalization of design
- iv. Finalization of design basis & structural systems.

(B) Structural Design Development

- i. Design of all the structural and non structural elements
- ii. **Getting Proof checked the structural design /drawings through the proof check consultant appointed by PWD, incorporating comments/ advice of proof consultant and preparing "Good for construction" drawings.**
- iii. Preparation of Bar Bending schedules and/or detailed reinforcement drawings sufficient to enable the contractor to procure the steel from the market and cutting/bending and placing of the reinforcement.

(C) Drawing Stage

- Foundation plans & details
- Column, walls and beam layout plans
- Floor Framing plans, fully coordinated with all disciplines
- Floor slab structural details
- Column & beam structural details
- Staircases, ramps, lifts shafts and machine room details, rain water harvesting chamber.
- Requirement of Green Building Concept
- All other details and sketches required for proper execution of the works.

3.4 Electrical Engineering Services.

The electrical system shall be designed in accordance with "Net Zero energy "and GRIHA norms and it should conform to GRIHA 5 Star Rating/ Platinum-LEED Rating. The services to be provided by Consultant shall include Design Basis Report, Preliminary & Detailed Estimates, Load Calculation, Design and Drawings, Vetting of shop drawings. **The consultant will provide specifications etc. and get the proof checking of designs and systems by third party proof consultant appointed by AUD/PWD, if required.**

3.4.1 (A) Internal and External Electrification

- Design of internal electrification network of building with adequate sizing of cables, wires, switchgears, distribution boards, panels, electrical fittings and fixtures.
- Earthing protection system to be planned in accordance to soil investigation report and conforming to latest IS standards.
- Lifts and escalators shall be designed to make barrier free campus including relevant norms and provisions for Persons with Disabilities (PWD).
- Calculation and Simulation required conforming to GRIHA 5 Star Rating/ Platinum-LEED Rating for complete electrical lightning system for the best illumination level (foot candles), uniformity, layout, and aesthetic considerations such as color rendition shall be taken into account.
- Measures for energy conservation –day light harvesting, occupancy sensor etc.
- Liaisoning and approval with other statutory bodies like NDPL/BSES, TPPDL, Delhi Fire Services, Electrical Inspector and other necessary department for obtaining the pre construction and post construction clearances.
- All the staff quarters and faculty housing shall have the provision of communicable electrical billing system.

(B) External Electrification- other works

- Design of Sub -Station at various voltage levels in a ring man topology, with a suitable underground power cable distribution network considering the voltage drop as per distance and load calculation. System will have redundancy and should not depend on single power source.
- Design of power backups with Diesel Generator to be planned with Automatic mains failure panel, synchronization scheme and load shedding scheme.
- Street lights and landscape lightning to be provided in accordance with GRIHA.
- Suitable Automatic Power Factor correction system to be provided.

3.4.2 Renewable Energy Sources

- Design of alternative renewable energy sources along with solar power generation to minimize the energy requirement from conventional sources.
- Solar power system at desired voltage level shall be incorporate with an import/export power scheme. Automatic transfer scheme from raw power to renewable power shall be provided with a suitable provision in electrical panels.
- Solar Potential Study and recommendations for whole area along with Grid connectivity.

3.4.3 Energy/Building management system (BMS)

- Building management system shall be the backbone of services it should be planned on open protocol. It shall integrate all the necessary services of the building for close operation and monitoring of the services from a single window.
- Schematic design of BMS system with complete IO summary showing proper integration of all the services.

3.4.4 Sophisticated Control and Data Acquisition System (SCADA)

- Schematic design of SCADA system connecting all the sub stations. System should incorporate control and monitoring of electrical parameters and switch gear in co-operating other energy sources.

3.4.5 Telephone, Intercom & Communication System

- Telephone layout and telephone equipment including conduit and accessories layout for the telephone system and any protective devices battery back-up required.

- Design the EPABX/EPBX room. Prepare conduit layout of cables and terminals inclusive of a fiber optic or other special data transmission cables for system required.
- Intercom layout and intercom equipment including conduit and accessories layout for the intercom system and any protective devices required.
- Topology of networking, LAN (Structured Cabling), cables, conduits, raceways, sockets, layout drawings floor wise.
- Prepare the specifications and bills of quantities.
- Check and approve detailed drawings of the suppliers and manufacturers

3.4.6 Cable TV/Dish Antenna System.

- Prepare working drawings indicating the locations of TV points, Central panel/racks of dish antenna.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

3.4.7 Lightning Protection and Earthing System

Lighting protection system shall be an advanced integrated lightning protection system. The work shall include, but not limited to, the following:

- Prepare plans showing internal/external earth grid, earth electrodes and lightning protection with size of conductors and details of each electrical and lightning arrestors along-with details of earthing pits.
- Earth system shall be as per relevant Indian Standards and Indian Electricity rules.

3.4.8 External Lighting

- Assess the external lighting requirement for parking, buildings etc.
- Prepare plans indicating the road lighting with circuit details, typical pole detail with type of fixture, cabling, earthing etc.
- Prepare the specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers and manufacturers

3.4.9 UPS back-ups

- Prepare the plan indicating the locations of UPS rooms in the buildings, UPS room layout, Floor wise UPS power distribution drawings, Single line diagram/Power flow diagram.
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers/ manufacturers;

3.4.10 Solar Heating and R.O. System

- Planning and installation of Solar Heating System and R.O. System for building.
- Prepare specification and bill of quantities.
- Check and approve detailed drawings of the suppliers/manufacturers.

3.4.11 CCTV, Public Address system, Access Control system, Audio- Visual System and Vehicle management System.

- Planning & Designing of CCTV, Public Announcement, Access Control system and Vehicle management System & Equipments with high level integration.
- Audio-Visual system, sound re-enforcement system, conference room projection system, Amplifier speakers, mixers, acoustics, floor use layout control system, drawings and system layout drawings.

3.4.12 IT and LAN Networking System

- Design and drawing of multi core optical fiber cable distribution network system for easy and stable accessibility of intranet and internet services of the building.
- The design should incorporate detailed planning of all active and passive components for high level and low level networking.
- Design of LAN network of the building for IT labs, Access points, WI-FI campus.

3.5 MECHANICAL ENGINEERING SERVICES

A detailed assessment has to be made for planning the mechanical services of the building conforming to Platinum- LEED/ GRIHA 5 Star Rating. The system should be capable of handling future expansions in the campus. The services to be provided by Consultant shall include Preliminary & Detailed Estimates, Design Basis Report, Load Calculation, Design and Drawings, Vetting of shop drawings. Also Liasoning, pre construction approval and post construction approvals have to be made from government bodies.

3.5.1 Heat Ventilation and Air Conditioning System

- Objective of air conditioning is to provide thermal comfort for the Air-conditioned spaces in a cost-effective manner considering both capital and operation costs. Temperatures and Indoor Air Quality shall be maintained in accordance with standards and practices.
- The heat load calculation in summers and monsoon shall be furnished along with the detailed design and drawing of plant rooms, water piping, air ducts, HVAC equipments, piping and instrumentation drawing.

3.5.2 Fire Detection and fire alarm system.

- Design the FDA Control Room layout.
- Prepare working drawings (Floor wise) indicating the zones, location of the fire alarm sensors, Response Indicator, Manual call points, Hooters, their conduits and wiring and location/details of FDA control panels, evacuation plans.

3.5.3 Lifts and Escalators

- Specify the capacity and type of lifts/escalators to be provided and prepare layout for the necessary machine areas.
- Finalize the design for lifts and escalators installation as per the Statutory/local regulations.
- Prepare specifications and bills of quantities.
- Lift and escalators shall be designed in accordance with person with disability and old age person to make the campus barrier free.

3.5.4 Water Pumps

- Specify the type of pumps for water supply & d-watering purpose.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

3.5.5 Fire Fighting & Fire Suppression System

- Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system, CO₂ flooding system, pressurization

system, fire extinguisher system, Underground Tanks, fire pump rooms etc. in line with the statutory requirements.

- Size all equipment required and prepares detailed specifications and bill of quantities.
- Obtain necessary license/permissions from the statutory/local fire authority /bodies etc. as required.
- Check and approve detailed drawings and data sheet of suppliers/ manufacturer

3.5.6 Plumbing and Integrated Water Management System

- Design and drawing of plumbing system for internal and external. It shall include comprehensive design concepts and installation guidelines for energy conservation and water harvesting.
- Integrated and sustainable water management focusing on least anthropogenic water discharge from human activities should be pursued.
- The use of water conservation fixtures, landscaping, rain water harvesting, aquifer recharging and waste-water recycling need to be given due consideration.
- Involve use of efficient building and plumbing services components and fixtures tailor-made to meet sustainability objectives and creating sufficient awareness among the users of building facility and its services, during the occupancy stage.
- Ensure potable quality of water for drinking and washing as per the prescribed standards and to ensure that treated waste water is meeting the desired standards for reuse or disposal.
- Minimize the consumption of mains supply potable water and minimize the volumes of urban storm water run-off.
- Consider natural storm water filtration and absorption schemes which employ engineered, landscaping devices such as swales, rain gardens and infiltration ponds.

3.6 PUBLIC HEALTH ENGINEERING

- (A) All the design and drawings should be well coordinated with Architecture, structure and other services drawings.
- (B) All designs shall be as per the latest Indian Standards, Local bye-laws and statutory norms/regulation.
- (C) Design of Public Health & Engineering services taking into account various topographical, meteorological, Hydrological etc. reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, Fire-fighting system, other site development works etc. for planning of services. These existing systems are to be augmented with proposed (Required) system.
- (D) The services shall include following major components as discussed in detail:
- (i) Water Supply System
 - (ii) Internal Sanitary Installations
 - (iii) Sewerage System
 - (iv) Drainage System
- (i) Water Supply System**
- If required by AUD/PWD, Consultant will check and examine the ground water quality at site. In case, the ground water is found unsuitable for campus use, then a suitable Water Treatment Plant may be designed after proper investigations/ Study Reports etc.

- Calculation of water requirements for domestic, non-domestic and other services.
- Design and prepare working drawings of internal and external water supply system including Underground tank, Overhead tank, Water treatment plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated waste water etc.
- Prepare specifications and bill of quantities.
- Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers.

(ii) Internal Sanitary Installations

- Design and prepare working drawings of internal sanitary installations.
- Identify, design and prepare working drawings of handicapped friendly toilets and sanitary installations, if required.
- Prepare specifications and bill of quantities.
- Check and approve detailed shop drawings and data sheets of supplies / manufacturers.

(iii) Sewerage System and Sewage Treatment Plant

- Calculation for quantity of waste water generated from different sources and design waste water treatment plant.
- Design and prepare working drawings for internal and external soil/waste disposal systems including sewage treatment plant and treated water usages, etc.
- Obtain approval from statutory and local bodies for waste disposal
- Prepare specifications and bill of quantities
- Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers

(iv) Drainage

- Design and prepare working drawings for storm water drainage including roof drainage, service area drainage and surface drainage.
- Design and prepare working drawings for rain water harvesting system.
- Obtain approval from statutory and local bodies for drainage connections and rainwater harvesting scheme etc.
- Prepare specifications and bill of quantities.
- Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers.

(E) The consultant shall prepare a scheme for handling, disposal, reuse and recycling of Construction and Demolition (C&D) Waste as generated at site as per GNCTD, MOEF and MOUD advisories issued from time to time. The consultant shall also design and assess the requirements, specification of C&D waste recycling plant of appropriate capacity at site.

(F) The consultant shall also prepare scheme for purchase/disposal of all products such as bricks, paver blocks, coarse and fine aggregate etc. generated during treatment and recycling of C&D waste.

The overall objectives of C&D waste management are to:-

1. Maximize recovery of recyclable C&D material(s).
2. Maximize reuse of recovered material in construction activity.
3. Eliminate waste quantity that requires landfill disposal.
4. Ensure the proper disposal of C&D materials that cannot be recovered.
5. Increase life of sanitary landfill site(s) and
6. Reduce in total costs of C&D waste management.

3.7 Site development Works

- (i) Design and prepare working drawings (longitudinal & cross section) for roads/ footpaths/ parking areas etc.
- (ii) Design and prepare working drawings of irrigation system for horticulture.
- (iii) Prepare specifications and bill of quantities.

- (iv) Check and approve detailed drawings of suppliers/ manufacturers.

3.8 ART WORK FOR CAMPUS

In the scope of work of the Consultant, the Art Work of the value of 1% of the cost of the project in Phase-I works is included as per DUAC/ GNCTD guidelines.

The Art Works should be of high aesthetic quality and enhance the ambience, experience and characteristics of the locations/ spaces where such works are installed. Such works should be carried out with the engagement of Sub-Consultants / Experts/ Designers/ Curators having imagination, experience and capability to visualize the scale and context of the spaces as well as ethos of the University. Such expressions should consider highest levels of workmanship, skills including craft skills and art. The Consultant will be responsible for developing alternative concepts, detailed visualization, specifications, detailed drawings and supervision of execution of such works at site.

The consultant will engage sub consultants / experts / designers/ curators having a sound background of Visual Arts, who can conceive the overall concept for the entire campus of AUD (Phase I), develop public/ urban arts required in the campus professionally as the location demands, in consultation and with the approval of PWD/ AUD and issue detailed drawings/ shop drawings for execution of the same. They must have good knowledge of different art materials, different processes of execution with a minimum of 10 years' experience in developing public places such as institutional buildings, campuses, museums, exhibitions, public buildings, city squares, parks etc. through such works.

3.9 CONSTRUCTION STAGE

During the construction/ implementation of the project, the Consultant will provide the following services:

- a) Deploy on full-time basis one Civil Engineer, One Electrical Engineer and one Architect at the Project Site Office, having qualification and at least 8 years of work, during the entire period of construction.
- b) Review and certification of detailed Conceptual design of each of the constituent components for construction or development within the campus, before approval by the statutory authorities.
- c) Inspect the works and attend meetings during execution to give clarifications, if any, and to modify the drawings as per the site/ construction requirements.
- d) Supplying to the PWD such further drawings, specifications or details which may be required for proper execution of work.
- e) Obtaining the PWD/AUD approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- f) Rendering timely advice for implementing special measures for effecting cost / quality / time benefit for the project.
- g) Interact and Liaise with AUD to understand, integrate and link the services to the building services.
- h) Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc., and obtain approval thereof from PWD/AUD.
- i) Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors / Contractors.
- j) Prepare and submit required number of copies of monthly progress and accomplishment reports of the project including photographs, videos and virtual walkthroughs info-graphics etc. depicting progress of project, by 5th of every month for the previous month. **A penalty of Rs. 1 Lac per month will be levied on the Consultant for non-submission of this monthly report by the due date.**
- k) The Consultant will make presentations about the project during the construction stage as per requirement of PWD/AUD.

3.10 POST COMPLETION STAGE

- a) Consultant shall obtain necessary completion certificates/ no-objection certificate from statutory bodies for the whole campus to enable AUD to occupy the campus.
- b) The Consultant shall provide solutions and clarifications to any design or performance deficiency/

defects noted in the functioning of the buildings and services by PWD/AUD during the defect liability period including all detailed/shop drawings for rectification of the same. The consultant would be liable to pay damages if any such defects/deficiencies are determined by the Engineer-in-Charge, to have resulted due to any faultily/deficient design given by the Consultant. Consultant shall attend Review Meetings during defect liability period as required by PWD/AUD.

- c) Ensure the preparation of AS-BUILT drawings and record all approved deviations and changes in drawings.

3.11 Time Schedule for Stage Wise Activities of Consultant

Sl. No.	Activities	Period of Completion of Stage Wise activity (in weeks)	Cumulative Period from the date of commencement (in weeks)	Remarks
A	PRELIMINARY STAGE			
A.1	Preparation and submission of Conceptual scheme, Master Plan, preliminary project report, basic scheme of the overall project including preliminary design & drawings of individual buildings and internal/external services and approvals from PWD/AUD	8	10	
B	Municipal and Statutory Approvals Stage			
B.1	Preparation and Submission of all necessary municipal drawings, reports & document of complete project for review and approval of PWD/AUD and approval thereafter by all the concerned Municipal and Statutory authorities for commencing the construction works. Submission of preliminary cost estimates of all project components and their approval by PWD/ AUD / GNCTD.	14	22	This activity can start after Master Plan and building drawings are approved by PWD/AUD at stage A.1
C	Detailed Design/ Drawings/ Estimates Stage			
C.1	Preparation of complete Structural designs/ drawings, getting them checked from Proof Consultants and submitting for approval of PWD	12	22	This activity can run in parallel after Master Plan and building drawings are approved by PWD/AUD at stage A.1
C.2	Preparation and submission of detailed designs/calculations and detailed Architectural drawings of all buildings	12	26	This activity will overlap and run parallel to activities at stage A.1, B.1 and C.1
C.3	Preparation and Submission of all internal and external services Drawings	12	26	-do-

C.4	Preparation and Submission of Detailed Estimates & Details of measurements, Analysis of rates, tender drawings, specifications and final tender documents to PWD.	08	28	This activity will overlap and run parallel with activities in C.1, C.2 and C.3
C.5	Submission of complete Detailed Architectural & Service Drawings "Good for Construction".	08	32	This activity will overlap and run parallel with activities in C.1, C.2, C.3 and C.4
C.6	Submission of complete structural design and drawings "Good for Construction".	08	36	This activity will overlap and run parallel with activities in C.1, C.2 and C.4
D.	CONSTRUCTION STAGE			
D.1	During execution of project intermittent inputs will be required from the consultants in clarifying the technical queries, site visit to make sure that the construction conforms to the design.	(36 months)	Actual period of construction	
E.	POST CONSTRUCTION STAGE			
E.1	Obtaining completion certificate from local bodies.	8	After completion of Stage D-1	
E.2	Submission of As- Built Drawings	4	After completion of Stage E-1	

Signed for and on behalf of consultant.

Executive Engineer,
Housing Project Division-IV,
PWD(GNCTD),
Bhai Nihal Singh Marg, Lajpat Nagar-4,
New Delhi-110024

CHAPTER 8

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES

CHAPTER-8

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES

- 1.1 The Consultant will be paid an approved lump sum fee as per his letter of appointment issued by PWD. The Consultant's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently subject to provisions under clause 1.11 of this Chapter for Additions and Alterations.
- 1.2 AUD shall pay the Consultant the fee for the professional services rendered by them for the entire project as per Scope of Comprehensive Consultancy Services detailed in Chapter-7 of this document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/exclusions should be appended.
- 1.3 The lump sum fee payable to the Consultant shall be inclusive of:
 - a. Fee payable by the Consultant to any of its sub-consultant/ Associate(s)
 - b. The cost of all visits of the Consultant, their Associates/Employees and sub-consultants to site of work for the preparation of the scheme and approval by all respective agencies/local bodies and also during the construction as and when required by the Engineer-in-Charge. In case, the Consultant or his representatives are required to visit any place outside Delhi to fulfill responsibilities as per the Scope of Comprehensive Consultancy Services then all such expenses on travel, boarding and lodging will be included in the lump sum fee of the Consultant.
 - c. All the expenses incurred by the Consultant in getting the Contour Survey and the Soil Investigation done at site for structural designs of foundations and external services.
 - d. The cost incurred for establishing a permanent office in Delhi/ NCR by the Consultant during the contract period for implementing the project. Further, the cost of the deployment of Engineers and Architect(s) by the consultant on a full time basis during the execution of the works, as stipulated in the scope of Comprehensive Consultancy work in Chapter-7, will be included in the Lump Sum fee of the Consultant. Also, the cost of office expenses of the Consultant/ Sub-Consultants including, stationary, traveling, attending meeting and related expenses shall be deemed to be included in the lump sum fee of the Consultant.
- 1.4 In case, the Consultant is instructed by PWD/AUD to travel within the country for inspection of any project, materials, manufacturers, or to attend a meeting/ conference, then the travel, boarding and lodging expenses will be reimbursed as per GNCTD norms. However, for such travels outside the country the consultant or his representatives will be reimbursed return economy class airfare and stay in a 4-star hotel subject to limits as per GNCTD norms.
- 1.5 Any Statutory payments to local bodies such as application fee, security fee, development charges, service connection deposit/ charges, premiums etc. for obtaining clearances and approvals by the Consultant from Municipal Authorities shall be payable by the PWD/AUD over and above the Consultant's lump sum fees as per the demand/ rates of the Municipal/Statutory authorities.
- 1.6 No extra fee due to subsequent escalation in cost of services as a result of variations in cost of labour, materials, specifications etc. shall be paid.
- 1.7 **STAGE WISE FEE PAYABLE TO CONSULTANT**

For each of the services in the scope of Consultant work he shall be paid as per the stages given in Table-3 below. Stage-wise payments will be made to the Consultant “on account” to be adjusted against the final fee payable.

TABLE-3 PAYMENT SCHEDULE

<p>Stage 1: CONCEPTUAL SCHEME, MASTER PLAN , PRELIMINARY DRWAINGS,</p> <p>After ascertaining AUD’s requirements, preparation and submission of conceptual scheme of the new campus, master plan and all municipal drawings and its approval from AUD/PWD and submission of the same to Statutory/ Municipal Authorities.</p>	<p>10% of the lump sum fee.</p>
<p>Stage 2: ALL MUNICIPAL/STATUTORY APPROVAL</p> <p>Obtaining all necessary Municipal/statutory Approvals necessary for start of Construction Work at Site.</p>	<p>15 %of the lump sum fee (Less payment already made)</p>
<p>Stage 3: PRELIMINARY COST ESTIMATES</p> <p>On submitting the final approved preliminary drawings/designs including all external and internal services drawings and model along with preliminary cost estimates of the project and its approval by the PWD/AUD/GNCTD</p>	<p>20% of the lump sum fee (Less payment already made)</p>
<p>Stage 4: DETAILED ESTIMATES & DRAWINGS</p> <p>Preparation & Submission of Detailed design, calculations, working drawings, specification, detailed estimates, BOQ, Tender Document etc. of all individual buildings, External and Internal systems and services and approval by PWD.</p>	<p>35% of the lump sum fee (Less payment already made)</p>
<p>Stage 5: GOOD FOR CONSTRUCTION DRAWINGS</p> <p>On submission of complete sets of working drawings for all the buildings, internal and external services with all the details required for execution of the works and their approval by PWD.</p>	<p>50% of the lump sum fee (Less payment already made)</p>

<p>Stage 6: CONSTRUCTION STAGE</p> <p>Deputing a team of Architect/Engineers at site for inspection, certifying at each stage of progress of construction works (given below) that the work is being done as per approved drawings and specifications, checking and approval of shop drawings submitted by contractors for specialized works, providing clarifications on drawings and additional details required by AUD/PWD during execution of works:</p> <ul style="list-style-type: none"> i. On completion of 20% of value of work ii. On completion of 40% of value of work iii. On completion of 60% of value of work iv. On completion of 80% of value of work v. On virtual completion of Construction Work 	<ul style="list-style-type: none"> (i)55% of the lump sum fee (Less payment already made) (ii)60% of the lump sum fee (Less payment already made) (iii)65% of the lump sum fee (Less payment already made) (iv)70% of the lump sum fee (Less payment already made) (v)85% of the lump sum fee(Less payment already made)
<p>Stage 7: COMPLETION OF WORKS</p> <p>On submitting Completion Reports & drawings and obtaining completion/occupancy certificate from Statutory authorities wherever required and on issue of as built drawings along with all audio-video documentation as per scope of services.</p>	<p>99% of the lump sum fee.(Less payment already made)</p>
<p>Stage 8: POST COMPLETION</p> <p>Completion of work i.e. after completion of 24 months defect liability period after date of completion of construction.</p>	<p>100% of the lump sum fee. (Less payment already made), release of Performance Guarantee and release of Security Deposit.</p>

1.8 Security Deposit

An amount equivalent to 2.5% (two point five percent) of bill amount shall be deducted from each bill of different work of the consultant till a total Security Deposit equivalent to 2.5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. Such deductions will be made and held by Government by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forth with on demand furnished additional security to the government to make good the deficit.

The security deposit shall be refunded on completion of this contract. Before refund of security deposit, it will be ensured that extension of time, if any, for agreement of consultant is decided by the competent authority.

- 1.9 Payment due to the Consultant against its fee at all stages shall be computed and made as per schedule of payment in Table-3 above. Progressive on account payments shall be made by PWD to Consultant as per sequence of the stages based of work fully completed up to that stage and not for any part thereof.
- 1.10 TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Consultant. PWD will provide a certificate of TDS deduction made to the Consultant.
- 1.11 No additional fee is payable for deviations in the quantities of any item during actual execution. No extra/substituted items, deviations (plus/minus) shall be considered. Fees will be paid as per design approved by statutory authorities and AUD/PWD.
- 1.12 **Modifications, Additions and Alterations:**
- 1.12.1 The AUD/PWD shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work. Nothing extra will be paid for the same.
- 1.12.2 The Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the AUD/ PWD.
- 1.12.3 If the final built up areas or infrastructure detailed in **Chapter-4** increases or decreases by more than 15% of proposed overall built up area stipulated in this document then the Consultant's fee shall be revised proportionately based on the lump sum fee of the Consultant. Increase or decrease of built up areas up to 15% shall be included in the lump sum fee of the Consultant and nothing extra shall be paid to the consultant on this account.

CHAPTER 9

CONDITIONS OF CONTRACT

CHAPTER-9

CONDITIONS OF CONTRACT

1. General Provisions:

1.1 Definitions

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings:

- (a) **"Applicable law"** means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) **"Contract"** means the contract including all Annexes hereto and all documents herein attached and the amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT;
- (c) **"Effective Date"** means the date on which this contract comes into force and effect pursuant to condition 2.1 below;
- (d) **"Consultant"** - "Consultant" shall mean (name of firm) a firm of Architects, Engineers and Experts engaged for the project having its registered office at appointed by the PWD for providing the comprehensive consultancy services for the development of AUD campus.
- (e) **APPLICANT / BIDDER:** Means the individual, proprietary firm, limited company etc. submitting their bid for participation in the process of selection of the Consultant through this RFP.
- (f) **"Personnel"** means persons hired by the Consultant or by any sub Consultant as employee and assigned to the performance the services or any part thereof;
- (g) **"Party"** means the PWD or the Consultant, as the case may be and parties mean both of them.
- (h) **"Comprehensive Services"** means the work to be performed by the Consultant pursuant to this contract for the purpose of the project, as described in **Chapter-8**.
- (i) **"Sub Consultant"** means any entity to which the Consultant sub-contracts any part of the service in accordance with the provisions of Contract Condition no. 3.6;
- (j) **"Third Party"** means any person or entity other than the Government, the PWD, the Consultant or sub Consultant;
- (k) **"AUD"** means "Ambedkar University Delhi"; represented through **Director, Campus Development Division, AUD, Delhi or any other official authorized by Vice Chancellor, AUD**.
- (l) **"Engineer-in Chief "** means the Engineer-in-Chief, Public Works Department (PWD);
- (m) **"Chief Project Manager"** means the Chief Project Manager of Housing Zone, PWD (GNCTD), Delhi or his successor.
- (n) **"Engineer-in-charge"** means Executive Engineer, Housing **Project Division -1**, PWD (GNCTD), Delhi.
- (o) **"PWD"** means Public Works Department, Govt. of National Capital Territory of Delhi.
- (p) **"GNCTD"** means Government of National Capital Territory of Delhi.
- (q) **"Project"** shall mean the buildings, other facilities and allied works within the plot of Ambedkar University Delhi at Rohini Phase-1, Delhi.
- (r) **"Project Cost"** means the assessed cost of the Project excluding the cost of land, Comprehensive Services Consultant's fee.
- (s) **"YEAR"** Means "Financial Year" until and unless stated otherwise.
- (t) **"Approved"** shall mean approval granted by the Engineer-in-Charge in writing or accepted by him for incorporation in the works.
- (u) **"Employer"** means the Govt. of NCT of Delhi acting through the Engineer-in-Charge of the Public Works Department.
- (v) **"Department"** means Public Works Department through Engineer-in-Charge until and unless stated otherwise.
- (w) **GST shall mean Goods and Service Tax –Central, State and Inter State.**

1.2 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the PWD/AUD and the Consultant. The Consultant, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the services performed by them on his behalf.

1.3 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Delhi State.

1.4 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this contract.

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by **registered post to such party** at the address specified below.

Executive Engineer
Housing Project Division-4
PWD (GNCTD), Bhai Nihal
Singh Marg, Lajpat Nagar-4,
New Delhi-110024

For the Consultant	:	_____
Address	:	_____
Attention	:	_____
Telephone No.	:	_____
Mobile Phone No.	:	_____
Facsimile	:	_____
E-mail	:	_____

(Note: Fill in the Blanks)

- 1.6.2 A party may change its address for notice hereunder by giving the other party notice of such change.

1.7 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the PWD/ AUD or the Consultant may be taken or executed by the officials specified below.

For PWD: Executive Engineer, PWD or any other person nominated by the Engineer-In-Charge

For the Consultant :

(Note: Fill in the Blanks)

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This contract shall come into force and effect from the 10th day from the date of the letter of acceptance of the offer **by PWD** for Comprehensive Consultancy Services.

2.2 Commencement of services

The Consultant shall begin carrying out the services at the end of such time period after the effective date.

2.3 Expiration of contract /Contract Period/ Defect Liability Period

Unless terminated earlier pursuant to condition no. 2.8 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date or the extended period, if required. Any deficiencies in the project after its completion are to be rectified. **Engineer-in-Charge** will inform the Comprehensive Services Consultant about rectification within 90 days of Consultant submitting that work is over.

2.4 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

2.6 Force Majeure

2.6.1 Definition

- a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the **power of the party invoking Force Majeure to prevent**).
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub Consultant or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) Both parties have to keep a record of such conditions which delay the work and the time period

for completion of the project will extend accordingly.

2.6.2 No Breach of Contract

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

2.6.3 Measures to be taken

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

2.6.4 Extension of Time

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

2.6.5 Consultation

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

2.7 Suspension

The Engineer-in-Charge may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

2.8 Termination of Contract

The Engineer-in-Charge may, by not less than thirty (30) days of written notice of termination to the Consultant (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (i) of this condition no. 2.8, terminate this contract:

- (a) If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no.2.7 herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the Engineer-in-Charge may have subsequently approved in writing;

- (b) If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 hereof;
- (d) if the consultant submits to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the PWD/AUD and which the consultant know to be false;
- (e) If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.
- (f) If the Consultant is in breach of any terms of agreement.
- (g) If as the result of force majeure, the Consultant is unable to perform a material portion of the services for a period of not less than **thirty (30) days**.
- (h) if the Engineer-in-Charge, in its sole discretion and for any reason whatsoever, decides to terminate this contract
- (i) If the owner decides to curtail or totally abandon the work, then payment to the consultant will be made up to stage of work completed.

When the Consultant has made himself liable for action under any of the cases aforesaid the Employer shall have power:

- a) To determine or rescind the agreement.
- b) To engage another Consultant to carry out the balance work debiting the Consultant the excess amount if any so spent.

On such determination/rescission **of the agreement, security deposit already recovered** and performance guarantee under this agreement shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon expiration of this **Contract Condition no. 2.3** hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Contract Condition no. 3.3 hereof;
- (iii) Any right which a Party may have under the Applicable Law.

2.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Engineer-in-Charge, the Consultant shall proceed as provided, respectively, by Contract Conditions hereof.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 2.8 hereof, the Engineer-in-

Charge shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the PWD):

- (i) Remuneration for Services satisfactorily performed prior to the effective date of termination

2.8.4 Forfeiture of Performance Guarantee upon termination of contract

In case, the agreement of consultant is terminated due to the default of the consultant, his Performance Guarantee **and security deposit** shall be forfeited which shall be absolutely at the disposal of the PWD/AUD.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the PWD/ AUD, and shall at all times support and safeguard the PWD's/ AUD's legitimate interests in any dealings with sub-Consultant or third parties. The Consultant shall also suggest and recommend remedial measures for timely completion of the project.

3.1.2 Law Governing Services

The Consultant shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Consultant, as well as the personnel and agents of the Consultant and any sub-Consultant comply with the Applicable Law. If required the Engineer-in-Charge shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

3.2 Confidentiality

The Consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or within three (3) years after the expiration of this contract, disclose any proprietary or confidential information relating to the projects, the services provided by him under this contract or PWD/ AUD's operations without the prior written consent of the Engineer-in-Charge.

3.3 Liability of the Consultant

Subject to additional provisions, the Consultant's liability under this contract shall be as provided by the Applicable Law.

- A.** Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant with respect to damage caused by the Consultant to the PWD/ AUD, shall not be liable to the PWD/AUD:

- (i) For any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds:
 - a). The total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, or
 - b) The proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.

- B. This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.4 Professional liability Insurance to be taken by the Consultant

The Consultant shall indemnify and hold harmless PWD/AUD, his agents, representatives and employees against any suit, damages, demands, claims, costs etc. arising out of or in any way connected with the negligent acts or omissions of the Consultant, his employees, agents, representatives in the performance of the CONSULTANT's obligations under this contract and for this purpose shall take out and maintain a Professional Indemnity-Insurance Policy with a Nationalized Insurance Company by paying a premium limited to 0.2% of the fee per annum till the currency of the agreement or period of 10 years whichever is earlier. A copy of the policy shall be deposited with the Engineer-in-Charge.

3.5 Consultant's Actions requiring PWD (GNCTD)'s prior Approval

The consultant shall obtain prior approval of the Engineer-in-Charge in writing before entering into a subcontract for the performance of any part of the Services, it being understood

- (a) That the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Engineer-in-Charge prior to the execution of the subcontract.
- (b) That the Consultant shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract.

3.6 Reporting Obligations

The consultant shall submit to the Engineer-in-Charge the reports and documents specified in Scope of Comprehensive Consultancy Services, in the form, in the numbers and within the time periods as specified **or as directed by the Engineer-in-Charge.**

3.7 Documents prepared by the Consultant to be the property of the PWD (GNCTD)/AUD

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the services shall become and remain the property of the AUD/ PWD, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Engineer-in-Charge, together with a detailed inventory thereof. The consultant may retain a copy of such documents. The Consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the PWD/AUD.

3.8 Material furnished by the Engineer-in-Charge

The material made available to the Consultant by the Engineer-in-Charge shall be the property of the Engineer-in-Charge and shall be marked accordingly. Upon termination or expiration of this agreement, the consultants shall furnish forthwith to the Engineer-in-Charge, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Engineer-in-Charge.

3.9 PERFORMANCE GUARANTEE

- i) The Consultant shall submit an irrevocable Performance Guarantee of 5 % (Five Percent) of the tendered amount as per proforma at Annexure-O in the form of Bank Guarantee 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 days

from the date of issue of letter of acceptance. **This period can be further extended by the Engineer-in-Charge at the written request of the consultant, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of Engineer-in-charge, for a maximum period of 7 days with late fee @ 0.1% per day of performance guarantee amount.** 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/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. in case a fixed deposit receipt of any Bank is furnished by the consultant to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.

- ii) The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. **After recording of the completion certificate for the consultancy work by the competent authority, the performance guarantees shall be returned to the consultant, without any interest.**
- iii) The Engineer-in-charge/PWD shall not make a claim under the performance guarantee except for amounts to which PWD is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractors 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 full amount of the performance Guarantee.
 - (b) Failure by the consultant to pay PWD 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.
- iv) 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 PWD.
- v) **Forfeiture of Performance Guarantee**

If the agency withdraws his offer or make any changes in his offer after award of consultancy work, 100 % of the performance guarantee will be forfeited by the PWD.

Further, if the consultant does not start the work after award of work, the performance guarantee submitted by him/her will be forfeited by the PWD. In the above eventuality, the consultant will be debarred from participation in retendering process of this work. (Refer to Annexure-N for an undertaking to be submitted in this regard)

4.0 SECURITY DEPOSIT

- 4.1 An amount equivalent to 2.5% (two point five percent) of bill amount shall be deducted from each bill of different work of the consultant till a total Security Deposit equivalent to 2.5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. Such deductions will be made and held by Government by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate **mentioned above in the form of Government securities or** fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forth with on demand furnished additional security to the government to make good the deficit.
- 4.2 The security deposit shall be refunded on completion of this contract. Before refund of security deposit, it will be ensured that extension of time, if any, for agreement of consultant is decided by the competent authority.

5.0 ABANDONMENT OF WORK

- 5.1 If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the Engineer-in-Charge may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Engineer-in-Charge subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. The PWD/ AUD may make full use of all or any of the drawings prepared by the consultant and proceed from the stage from where the consultant left the work.
- 5.2 If at any time after acceptance of offer of consultancy, PWD/ AUD decides to abandon or reduce the scope of work for any reason whatsoever, the PWD shall give notice to the consultant in writing to that effect and he shall act accordingly. The consultant have no claim to any payment of compensation or otherwise whatsoever. The consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

6.0 RIGHTS & RESPONSIBILITY

- 6.1 The responsibilities about the soundness, correctness and efficiency of the proposal shall rest with the Consultant.
- 6.2 All plans, designs and data collected for this project shall be the property of PWD/ AUD. The Consultant shall have no right to them in any way without the written consent of the Engineer-in-Charge (PWD). The entire information as furnished to the Consultant as well as that gathered by the Consultant in the process of inspection shall be kept strictly confidential and not passed on to any unauthorized person. The Consultant shall also indemnify AUD/ PWD from and against all claims and proceedings for or on account of infringement of any patent rights, etc. in respect of each and every part of the work. Such indemnity shall be furnished to the Engineer-in-Charge upon acceptance of quotation and before any payment is made.
- 6.3 The proof checking, if any, got done by a third party by the PWD shall not absolve the lead consultant of any of his responsibilities. All reports including design/drawings submitted by them shall bear the signature of the Team Leader/authorized representative of the consulting firm and the consultants shall be fully responsible for the soundness, correctness and feasibility of the design prepared by them.

7.0 NUMBER OF DOCUMENTS AND COPY RIGHT

- 7.1 All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in five 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. All the drawings for the comments, discussion and approval of PWD/ AUD shall be submitted in triplicate. Six copies of all the final drawings shall be submitted to the Engineer-in-Charge along with one reproducible in A-1 or large size along with a soft copy in CD. 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 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.
- 7.2 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.

8.0 GENERAL CONDITIONS

- 8.1 The Architectural Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged if any, by him.
- 8.2 The Engineer-in-Charge will have the liberty to supervise and inspect the work of Consultant and/ or

his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.

- 8.3 The Proposals shall be based on National code of practice, **BIS codes, IRC codes, relevant codes for E&M services**, local bye-laws, environmental regulations and design norms and sound engineering practices.
- 8.4 The Consultant shall render every assistance, guidance and advise in general to the Engineer-Charge on any matter concerning the technical aspects of the project.
- 8.5 The Consultant shall promptly notify the Engineer-in-Charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Engineer-in-Charge. But until its termination by the Engineer-in-Charge as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- 8.6 The Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as consultant and give related advice regarding the project.
- 8.7 The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings/ conferences and making suitable presentations.
- 8.8 Consultant's professionals fees are also inclusive of responsibilities of carrying out modifications in design and drawings
- 8.9 The Consultant shall exercise all reasonable Skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

9.0 RESPONSIBILITY OF ACCURACY OF PROJECT PROPOSAL

- 9.1 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 PWD/ AUD through a performance guarantee (**as per clause 3.9 page no. 76 of the bid document**) and through **security deposit (page no. 77 clause 4 of the bid document) to be deducted as per this agreement** 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.
- 9.2 The bank guarantee shall be valid for the entire period of the consultancy contract including extensions, if any. The bank guarantee shall be released on successful completion of consultancy work and on finding the accuracy of data/design/ drawings by the PWD including data supplied by the consultant in the technical bid.

10.0 APPROVAL AND LIABILITIES

- 10.1 The Consultant shall inform the PWD about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtain prior written approval of the PWD for such engagement. However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.
- 10.2 The Consultant shall be responsible for technical soundness of the services rendered by him or his sub-consultants.

- 10.3 The Consultant shall supervise the said work to ensure that the work is carried out generally in accordance with the drawings, specifications, and his own concept. Appointment of PWD's own supervisory staff shall not absolve the Consultant of his responsibility of supervision.
- 10.4 It shall be responsibility of the Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 10.5 The Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the PWD/ AUD in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- 10.6 The drawings, design, related details, and specifications prepared and acquired by the Consultant for the work entrusted to him under this agreement shall become the property of the PWD/ AUD. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Consultant for any other project without the prior permission of the PWD/ AUD.
- 10.7 The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of the PWD/ AUD.
- 10.8 The Consultant shall indemnify and keep indemnified the PWD/AUD any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by the PWD in defending themselves against such claims.
- 10.9 The detailed estimate for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final cost of work should not deviate more than 10% of the estimate prepared by the consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the consultant in the detailed estimate. ***If the overall deviation in cost, due to default / wrong estimation*** of the consultant is more than 10% or deviation of any individual item is more than 30%, then the consultant is liable to pay a compensation @ 2% of such deviation (beyond agreement quantity). The maximum compensation payable on this account will be 10% of the total fee payable to the consultant. The decision of the Chief Project Manager (Housing) whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by Engineer-in-Charge shall be final and binding on the consultant.
- 10.10 The detailed estimate prepared by the consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force Engineer-in-Charge to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the consultant. The decision of the ***Engineer-in-Charge*** with respect to missing items shall be final and binding on the consultant.
- 10.11 The compensation/ penalties levied on consultant in different clause mentioned herein above are levied independently.

11. Consultant's Personnel

11.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

11.2 Description of Personnel

- (a) The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel **are** described in Technical proposal **conditions**.
- (b) If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Consultant by written notice to the Engineer-in-Charge provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the Engineer-in-Charge.
- (c) If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Engineer-in-Charge and the consultant.

11.3 Approval of personnel

The **key personnel listed by title** as well as by name in Technical Proposal and accepted by the Engineer-in-Charge shall deem to be approved by the Engineer-in-Charge. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Engineer-in-Charge for **review and approval a copy of their biographical data**.

11.4 Removal and/or Replacement of Personnel

1. Except as the Engineer-in-Charge may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement another person of equivalent or better qualifications, **with approval of the Engineer-in-Charge**.
2. If the Engineer-in-Charge (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall at the written request of the Engineer-in-Charge specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Engineer-in-Charge.

12.0 Changes in the Applicable law

- 12.1 *GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the consultant and Government shall not entertain any claim whatsoever in this respect except as provided under clause 12.1 (iv) page -81 of the RFP document.*
- 12.2 *All tendered lump-sum fee shall be inclusive of all taxes and levies payable under respective statutes. However, if any new tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of the bids including extensions if any and the consultant thereupon necessarily and properly pays such taxes/levies/cess, the consultant shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Chief Project Manager (whose decision shall be final and binding on the consultant) attributable to delay in execution of work within the control of the consultant.*
- 12.3 The consultant shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized

representative of the Govt. and /or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

The consultant shall, within a period of 30 days of the imposition of any such new tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

- 12.4 All the tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increases or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the contract shall be adjusted on either side, increase or decrease. Provided for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the consultant only if the consultant necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such adjustment for increase if any, including GST shall not be made in the extended period of contract for which the consultant alone is responsible for delay as determined by authority for extension of time under clause 14.4.1 page - 82 of the RFP document.

13. **Payments to the Consultant**

- 13.1 In consideration of the services performed by the Consultant under this Contract, the PWD shall make to the Consultant such payments and in such manner as is provided this Contract.

13.2 **Currency of Payment**

All payments shall be made in Indian Rupees.

14.0 **COMPENSATION /LIQUIDATED DAMAGES AND PENALTIES**

- 14.1 The time allowed for carrying out the work shall be strictly observed by the consultant and shall be deemed to be the essence of the contract on the part of the consultant. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Consultant to complete the work within time schedule, as specified in the document or within the validity of extended time period, the **consultant shall pay as agreed** compensation the amount at the rate of 1.5% of **quoted** fee per month of delay to be computed on per day basis subject to maximum of ten percent of **quoted** fee. The decision of the **Chief Project Manager** 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.

- 14.2 The detailed estimate for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final cost of work should not deviate more than 10% of the estimate prepared by the consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the consultant in the detailed estimate. **If the overall deviation in cost**, due to default / wrong estimation of the consultant is more than 10% or deviation of any individual item is more than 30%, than the consultant is liable to pay a compensation @ 2% of such deviation (beyond agreement quantity). The maximum compensation payable on this account will be 10% of the total fee payable to the consultant. The decision **of the Chief Project Manager (Housing)** whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by Engineer-in-Charge shall be final and binding on the consultant.

14.3 The detailed estimate prepared by the consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force Engineer-in-Charge to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the consultant. The decision of the Engineer-in-Charge with respect to missing items shall be final and binding on the consultant.

14.4 The compensation to be levied on consultant in different clause mentioned herein above is independent to compensation to be levied under other clauses.

14.5 **Warning / Debarring**

In addition to the Compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the Feasibility- cum-Preliminary Design Report causing adverse effect on reputation of the PWD/AUD, other penal action including debarring the Consultant for certain period may also be initiated as per policy of PWD.

15.0 **FAIRNESS AND GOOD FAITH**

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

16.0 **SETTLEMENT OF DISPUTES & ARBITRATION**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) 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 on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chief Project Manager, PWD in writing for written instruction or decision. Thereupon, the Chief Project Manager, PWD shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

If the Chief Project Manager, PWD fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Chief Project Manager, PWD the consultant may, within 15 days of the receipt of Chief Project Manager, PWD decision, appeal to the **Pr. Chief Engineer (Projects)**, PWD who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The **Pr. Chief Engineer (Projects)**, PWD shall give his decision within 30 days of receipt of consultant's appeal.

If the consultant is dissatisfied with the decision of the **Pr. Chief Engineer (Projects)**, the consultant may within 30 days from receipt of the **Pr. Chief Engineer (Projects)**, PWD decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts

claimed in respect of each such dispute and giving reference to the rejection of his disputes by the **Pr. Chief Engineer (Projects)**, PWD. The Dispute Redressal Committee (DRC) shall give its decision within a period of 90 days from the receipt of Consultant's appeal.

The constitution of the Dispute Redressal Committee (DRC) is as follows:-

The constitution of the Dispute Redressal Committee (DRC) is as follows:-	
Construction of Dispute Redressal Committee (DRC)	Competent authority to appoint DRC
A. <u>DRC for total claims more than Rs. 5 Lacs:</u> 1. Chairman - Chief Project manager (Other Projects), PWD (GNCTD). 2. Member - Director (Office of Pr. Chief Engineer, Projects), PWD (GNCTD) 3. Member – SE/ Project Manager, under any CPM(Projects), PWD, GNCTD. 4. Member Secretary- Executive Engineer Housing Project Division-IV . (No part in decision making, only to present the case).	Principal Chief Engineer, (Projects), PWD, Delhi
B. <u>DRC for total claims up to Rs.5 Lacs:</u> 1. Chairman - Director (Office of Pr. Chief Engineer, Projects), PWD (GNCTD) 2. Member – Any Two Executive Engineers from Projects other than Executive Engineer, Housing-IV , PWD, GNCTD. 3. Member Secretary- Executive Engineer Housing Project Division-IV . (No part in decision making, only to present the case).	Principal Chief Engineer, (Projects), PWD, Delhi

- (i) If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of 30 days from receipt of the decision of the Dispute Redressal Committee (DRC) give notice to the Principal Chief Engineer(Projects) for appointment of arbitrator on prescribed Performa as per **Annexure-P**, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Principal Chief Engineer (Projects), PWD, in charge of the work or if there be no **Principal Chief Engineer**, the Engineer in Chief, PWD or if there be no Engineer in Chief, PWD then the Principal secretary, PWD. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Principal Chief Engineer (projects) of the appeal. It is also a term of this contract that no person, other than a person appointed by such Principal Chief Engineer (Projects), PWD or Engineer in Chief, or Principal Secretary, PWD, as aforesaid, should act as arbitrator and if for any reason that is not possible; the matter shall not be referred to arbitration at all. It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 90 days of

receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

- (iii) The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996 (26 of 1996) /Arbitration and Conciliation (Amendment) Act, 2015** or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that 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. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

17 Foreclosure/ Part Foreclosure

- 17.1** If at any time after acceptance of the tender, Engineer-in-Charge shall decide to abandon or reduce the scope of the consultancy works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the consultant by not less than thirty (30) days and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 17.2** Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Engineer-in-Charge. The Consultant shall be duly paid for the works carried out and services rendered till the date of termination.

18.0 Carrying out Part Work at Risk and Cost of Consultant.

If the consultant:

- (i) At any time makes default during currency of the contract or does not execute any part of the scope of work with due to diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and condition of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the scope of work(s) or items of scope of work with individual dates of completion, on or before the date(s) so determined, and does not complete them the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the consultant which have either accrued or accrue thereafter to PWD, by a notice in writing to take the part work / part incomplete work of any item(s) in the scope of work out of the consultant's hands and shall have powers to:

- (a) Take possession of all the drawings, documents etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the consultant.

The Engineer-in-Charge shall determine the amount, if any, that is recoverable from the consultant for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the consultant. The liability of consultant on account of loss or damage suffered by PWD because of action under this clause shall not exceed 10% of the **tendered fee of the consultant**.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the consultant provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the PWD are less than the amount payable to the consultant as determined by the Engineer-in-Charge for the work in question, the difference shall not be payable to the consultant.

Any excess expenditure incurred or to be incurred by PWD in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the PWD as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to PWD in law or per as agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30 days.

In the event of above course being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the consultant.

19.0 Penalty for non-compliance of different clauses of contract

Sl. No.	Chapter and Para	Particular
1	Chapter-7 Para-1.5	1. The Consultant will be required to deploy on full-time basis one Civil Engineer, One Electrical Engineer and one Architect at the Project Site Office, having adequate qualifications and experience of at least 8 years of work, during the entire period of construction from the date of start of construction work, for day to day resolution of conflicts/ coordination and to ensure that work is being carried out as per approved drawings. The expenses for providing these technical personnel at site is included in the lump sum fee of the consultancy services of the Consultant and nothing extra shall be payable on this account.

		All tools and plants such as suitable computers, printers and plotters etc shall be provided by the consultant for their personnel at site office accommodation. The site office accommodation shall be provided by PWD. A penalty of Rs. 1 Lac per month per person would be levied on non-deployment of the Civil Engineer/Electrical Engineer/ Architect.
2	Chapter-7 Para-1.6	The consultant shall submit a list of all sub-consultants (3 each for each item in the scope of work) they intend to appoint within 21 days of date of start of consultancy work and submit the same for the approval of Engineer-in-Charge. A penalty of Rs. 30,000/- per day would be levied for each day's delay in submitting such a list for each item of work after 21 days of date of start of consultancy work.
3	Chapter-7 Para-1.8	Within 15 days of award of work, the consultant shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract, all target dates such as appointment of sub-consultants, target dates of submission of concept drawings/detailed drawings for each item of work in scope, target dates for various approvals from local bodies/statutory bodies, submission of BOQs/tender documents for various items of work etc.. A penalty of Rs. 30,000/- per days delay will be levied for non-submission of such a plan of work within 15 days of award of work.
4	Chapter-7 Para-2.23	The consultant shall prepare a complete documentary film of 1 hour and a Coffee table book detailing the complete progress of the project from concept to completion, highlighting the salient features of the project, the challenges faced, the innovations implemented etc.. The documentary film would be complete with professional voice over, animations, photographs and videos. For this purpose, the consultant shall arrange on their own all required documents/photographs/videos right from the date of start of consultancy work. This film and the Coffee table book shall be prepared and submitted on the date of physical completion of the construction work at site as determined by the Engineer-in-Charge. A penalty of Rs. 10,00,000/- will be levied for non submission of the same on the due date.
5	Chapter-7 Para-2.11	The Consultant and his staff will regularly inspect the works during execution stage to ensure that the works are being executed as per approved scheme and render appropriate advice and carry out all site related modifications in the designs and drawings. Such inspections shall be carried out on a weekly basis by the lead Architect /Team leader and report submitted detailing out action required to be taken by the executing agency and compliance thereof. This weekly report shall be submitted each following Monday for the previous week before 10:00 AM. A penalty of Rs. 25,000/- per day would be levied on the consultant for delay in submission of the weekly report.
6	Chapter- 7 Clause 3.9 (i)	Prepare and submit required number of copies of monthly progress accomplishment reports of the project including photographs, videos and virtual walkthroughs depicting progress of the project, info- graphics etc. by 5 th of every month for the previous month. A penalty of Rs. 1 Lakh per month will be levied on the Consultant for non-submission of this monthly report.

Note: The penalty for non-compliance to be levied as per above clauses on the Consultant are leviable independently of each other. The above penalties do not preclude any action by the Engineer-in-Charge under any other clause(s) of this agreement and are levied without prejudice to any such action under any other clause/ clauses of the agreement.



CHAPTER 10

AGREEMENT



CHAPTER-10 AGREEMENT

The agreement made this _____ day of _____ Two Thousand Sixteen between the Public Works Department (PWD), Government of National Capital Territory of Delhi and _____ (name of consultant) on the other hand, hereinafter known as the Consultant, which includes its authorized representatives, and legal heirs, for the work **"Providing Comprehensive Consultancy Services for Planning, Designing & Development of New Campus of Ambedkar University Delhi at Rohini (Phase-I works) "**at tendered amount of Rs..... (Rupees.....)

And whereas the PWD has invited the Bids from eligible Consultants fulfilling the eligibility criteria for providing comprehensive consultancy services for implementation of the aforementioned Project and whereas the PWD has accepted the offer of the consultant on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:
 - (a) Press Notice(**Chapter-1**)
 - (b) Notice Inviting bid for Comprehensive Consultancy Services (**Chapter-2**)
 - (c) Information and Instructions for Bidders for E-Tendering and Submission of Documents(**Chapter-3**)
 - (d) Introduction- Ambedkar University Delhi (**Chapter-4**)
 - (e) Technical Bid Stage-I & Presentation (Technical Bid Stage-II)- Process and Evaluation(**Chapter-5**)
 - (f) The Site (**Chapter-6**)
 - (g) Scope of Comprehensive Consultancy Services (**Chapter-7**)
 - (h) Fee for Comprehensive Consultancy Services (**Chapter-8**)
 - (i) Conditions of Contract(**Chapter-9**)
 - (j) **Agreement (Chapter-10)**
 - (k) Financial Proposal and Abstract of Consultancy Fee(**Annexure-N & M**)
 - (l) Any other document like minutes of the pre-bid meeting, letter of extension of validity of offer, etc (to be decided at the time of award)
3. In consideration of the fee to be paid by the PWD to the Consultant as agreed to between the parties, the consultant hereby covenants with the PWD to provide the consultancy services in conformity in all respect with the provision of this contract.
4. The PWD hereby covenants to pay the consultancy in consideration of the provision of consultancy services the contract fee at times and in the manner prescribed by the contract.

CONSULTANT

Executive Engineer,
Housing Division-4,
PWD (NCTD), BhaiNihal Singh Marg,
Lajpat Nagar-4, New Delhi-110024

WITNESS:

- 1.
- 2.



APPENDIX- I

TECHNICAL PROPOSAL

Annexure - A

**DETAILS OF SIMILAR PROJECTS COMPLETED
(As per the definition of similar projects used in this document during the last 7 years)**

Sl. No.	Name of project & location	Owner or sponsoring organization	Cost of project in crores/ Total Built Area of the project (excluding basement etc.)	Date of commencement as per contract.	Stipulated date of completion	Actual date of completion	Name & address/ telephone No. of Officer to whom reference may	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder

Annexure - B

PROJECTS UNDER EXECUTION OR AWARDED

Sl. No	Name of Project & location	Owner or sponsoring organization	Cost In crore/ Total Built Area of the project (excludi	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder

Annexure - C

LIST OF OVERALL MAJOR/ IMPORTANT PROJECTS DESIGNED BY THE FIRM SINCE INCEPTION

Sl. No	Name of Project & location	Owner or sponsor of project	Cost of Project in crores/ Total Built Area of the project	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to whom	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder



Annexure - D

**PERFORMANCE REPORT OF PROJECTS REFERRED TO
IN ANNEXURE- A AND ANNEXURE- C**

- 1) Name of Project and Location:
- 2) Agreement No.:
- 3) Estimated Cost:
- 4) Tendered Cost:
- 5) Date of Commencement:
- 6) Date of Completion:
 - a) Stipulated date of completion:
 - b) Actual date of completion:
- 7) Amount of compensation levied for delayed Completion, if any:
- 8) Performance Report:
- 9) List of facilities completed in the project (with reference to provisions under clause B.1.1 page 27 – Experience of similar projects in the RFP document.**

Dated:

EMPLOYER

Annexure - E

ORGANISATIONAL DESCRIPTION AND DETAILS

- (1) Name & Address of the Bidder with Telephone No./Fax No.
- (2) Firm Inception Details
 - a) Year of Establishment
 - b) Date & year of commencement of practice
- (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) Particulars of registration with various Government bodies (attach attested photo-copy)

<u>Organization/Place of registration</u>	<u>Registration No.</u>
a)	
b)	

- (5) Names and Titles of Directors & Officers with designation to be concerned with this project.

- (6) Designation of individuals authorized to act for the organization.

- (7) Was the Bidder ever required to suspend the project for a period of more than six months continuously after you commenced the planning? If so, give the name of the project and reasons of suspension of project.

- (8) Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.

- (9) Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ blacklisted for competing in any organization at any time? If so, give details.

- (10) Has the Bidder or any constituent partner in case of partnership firm, ever been Convicted by a court of law? If so, give details.

- 11) In which field of Consultancy the Bidder has specialization? List the specialization areas for which the firm has in-house capability?

- 12) Any other information considered necessary but not included above.

Signature of Bidder

Annexure – F (A)

**DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT
(List the personnel available in organization of bidder)**

S.No.	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder

(Note: After award of contract, PWD expect all of the proposed key personnel to be available during implementation of the contract. The PWD will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.)

Annexure - F (B)

DETAILS OF DISCIPLINES FOR WHICH SUB-CONSULTANTS ARE PROPOSED TO BE APPOINTED BY THE BIDDER

Sl. NO.	Name of Discipline	Details of Discipline	Role in this project	Remarks
1	2	3	4	5

Signature of Bidder

Annexure-G

**DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT
(List the personnel available with Sub-Consultants associated with bidder)**

S.NO.	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder



Annexure-H

Undertaking: Integrity Pact	PWD
------------------------------------	------------

UNDERTAKING FOR INTEGRITY PACT

To,

Executive Engineer,
-----,

Dear Sir,

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

I/We agree that the Request For Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

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

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the RFP, PWD, shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the RFP in accordance with terms and conditions of the RFP.

Yours faithfully

(Duly authorized signatory of the Bidder)



Annexure-I

Integrity Pact	PWD
-----------------------	------------

To be signed by the Bidder and same signatory competent/authorized to sign the relevant contract on behalf of PWD.

INTEGRITY AGREEMENT

This Integrity Agreement is made at -----**----- on this ----**---- day of -----**-----20-----**-----

BETWEEN

PWD, GNCTD represented through Executive Engineer, Housing Project Division-IV,PWD, Govt. of NCT of Delhi ,Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi-110024

-----**-----

PWD, GNCTD., -----**----- , (Hereinafter referred as the (Address of Division)

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

AND

-----**-----

(Name and Address of the Consultant / Firm/Company)

Through -----**----- (Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

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

(Name of work)

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

AND WHEREAS PWD values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Consultant(s)

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

****to be filled by Executive Engineer**

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as

follows and this Pact witness as under:

Article 1: Commitment of PWD

- I. The PWD commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (i) No employee of the PWD, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (ii) The PWD will, during the Tender process, treat all Bidder(s) with equity and reason. The PWD will, in particular, before and during the Tender process, provide to all Bidder(S) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (iii) The PWD shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
 - (iv) If the PWD obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the PWD will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Consultant(s)

- I. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/PWD all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- II. The Bidders(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (i) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the PWD employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (ii) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to fee, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (iii) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Consultant(s) will not use improperly, (for the purpose of competition or personal gain), or

pass on to others, any information or documents provided by the PWD as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (iv) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (v) The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (vi) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.
- (vii) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- I. If the Bidder(s)/Consultant(s) either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the PWD after giving 14 days notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the PWD. Such exclusion may be forever or for a limited period as decided by the PWD.
- II. Forfeiture of Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the PWD, apart from exercising any legal rights that may have accrued to the AUD, may in its considered opinion forfeit the entire amount of performance Guarantee and Security Deposit of the Bidder/Consultant.
- III. Criminal Liability: If PWD obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of Bidder or Consultant which constitutes corruption within the

meaning of IPC Act, or if the PWD has substantive suspicion in this regard, the PWD will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- I. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- II. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Consultant as deemed fit by the PWD.
- III. If the Bidder/Consultant can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the PWD may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- I. The Bidder(s)/Consultant(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Consultant shall be responsible for any violation(s) of the principle laid down in this Agreement/Pact by any of its Sub-contractors /sub-vendors.
- II. The PWD will enter into Pacts on identical terms as this one with all Bidders/Consultants and Contractors.
- III. The PWD will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 09 (Nine) months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- I. This Pact is subject to Indian law, place of performance and jurisdiction is the Head quarters of the Division of the PWD, who has floated the Tender.
- II. Changes and supplements need to be made in writing. Side agreements have not been made.
- III. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



IV. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the PWD in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8 – LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

 (For and on behalf of PWD)

 (For and on behalf of Bidder/Consultant/ Contractor)

Witnesses:

- I. -----
 (SIGNATURE, NAME AND ADDRESS)
- II. -----
 (SIGNATURE, NAME AND ADDRESS)

Place:
 Dated:



Annexure-J

AFFIDAVIT FOR SIMILAR WORK EXPERIENCE

To,

Executive Engineer,

-----,

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Consultant on back to back basis. Further that, if such a violation comes to the notice of PWD, then I/we shall be debarred for tendering in CPWD/PWD in future forever. Also, if such a violation comes to the notice of PWD before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

Yours faithfully

(Duly authorized signatory of the Bidder)



Annexure-K

**Curriculum Vitae (CV) for each staff member
(To be deployed on the Project)**

Proposed Position on this work: _____
Name of Firm: _____
Name of staff: _____
Nationality: _____
Profession: _____
Year with the Firm: _____
Details of tasks Assigned: _____

Qualification:

(Summarize College/ University and other specialized education of staff member giving names of college/ institution, year of passing and degree obtained in about Quarter of a page)

Language:

(Include proficiency in speaking, reading and writing each language by a degree of (Excellent/Good/Fair or Poor)

Employment Record & Present Commitments:

(Starting with present position, list in reversed order, and every employment held since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in last ten years, also give type of activities performed and references, where appropriate. The information to be provided will include the position, commitment in man-days for this project along with all other ongoing projects, project brief including location, cost, duration of assignment & current status etc.)

Particular Experience under this heading: Give outline of staff member’s experience and training pertinent to this work. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations in addition academic qualifications (in about half a page)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification, my experience and me.

Date: Day/Month/Year: _____
Signature of staff member: _____
Authorized Official from the firm: _____

Note:

(i) Please attach proposed “Work Program” and time schedule for technical personal for all ongoing projects including this project in man-days.

(ii) The above information should be factually correct, providing false or incorrect information will be considered very seriously and Bidder providing false information may be disqualified. **The each CV will be countersigned by the proprietor of Consultancy firm in blue ink.**



APPENDIX- II

FINANCIAL OFFER



Annexure-L

CONFIRMATION FOR SUBMISSION FINANCIAL BID

To:

Executive Engineer,
Housing Project Division-IV,
PWD, Bhai Nihal Singh Marg,
Lajpat Nagar-IV,
New Delhi-110024

Subject: Comprehensive Consultancy Services for Planning, Designing and Development of New Campus of Ambedkar University Delhi (PHASE-I Works) at Rohini, Delhi-110085

Sir

I/We _____ Consultant have uploaded financial bid for the evaluation of our firm as Consultant for above work as per the scope of work given under terms of reference.

Yours faithfully,

Signature

Full Name _____
Designation _____
Address _____
Tele Nos: (O) _____ (R) _____
E-mail: _____
Fax No: _____

(Authorized Representative of the Consultant)

Annexure- M

ABSTRACT OF CONSULTANCY FEE

S. No.	Description	Qty.	Unit	Quoted Rates (in Rs.)	
				Rates (in figures)	Rates (in words)
1.	Providing Comprehensive Consultancy Services for Planning, Designing & Development of New Campus of Ambedkar University Delhi (Phase-I Works) at Rohini, Delhi as per terms and conditions stipulated in the RFP document.	Complete Job	1	Online Submission Only	
	Total				

APPENDIX-III

OTHER DOCUMENTS



Annexure-N

UNDERTAKING

I/We have read and examined the **Technical Bid (Stage-I & II) and Financial Bid** documents.

I/We hereby tender for the execution of the work: **Providing Comprehensive Consultancy Services for Planning, Designing & Development of New Campus of Ambedkar University Delhi (AUD) at Rohini, Phase-I Works** within the specified time frame for various activities in all respects and as per terms and condition of agreement and as per instruction given by Engineer-in-Charge (PWD).

We agree to keep the tender open for 60 (sixty) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

If I/We fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said AUD/PWD or his successors in office shall without prejudice to any other right or remedy be at liberty to **cancel the award of work absolutely**. Further, If I/We fail to commence work as specified, I/WE agree that the said PWD or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, otherwise money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein. Further, I/We agree that in case of forfeiture of ~~earnest money or both Earnest Money &~~ Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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.

Dated -----

Signature of Consultants

Postal Address

Witness:
Address:
Occupation:

Annexure-O

PROFORMA FOR PERFORMANCE GUARANTEE

(BANK GUARANTEE BOND)

In consideration of the having offered to accept the terms and conditions of the proposed agreement be PWD and (Hereinafter called the said Consultant(s) for the work (Hereafter called the said agreement) having agreed to production of a irrevocable bank guarantee for Rs. (Rs. only) as a security/ guarantee from the contractors (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (Hereinafter referred to as the Bank) hereby (indicate the name of the bank) undertake to pay to the PWD an amount not exceeding Rs. only on demand by the PWD.

2. We do hereby undertake to pay the amounts due (indicate the name of the bank) and payable under this guarantee without any demure, merely on a demand from the PWD 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. (Rs.only)

3. We, the said bank further undertake to pay to the PWD any money so demanded 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 _____ further agree that the guarantee herein (indicate the name of the bank) 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 PWD under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the PWD certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee.

5. We _____(indicate the name of the bank) _____ further agree with the PWD that the PWD shall have the fullest liberty without our consent and without effecting 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 PWD against the said Consultant(s) and to forbear 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 contractor(s) or for any forbearance, act of omission on the part of the PWD or any indulgence by the PWD 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 the bank) lastly undertake not to revoke this Guarantee except with the previous consent of the PWD in writing.
- 8. This guarantee shall be valid up to_____ unless extended on demand by PWD. 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.
- 9. Dated the _____ day of _____ for _____(Indicate the name of bank) Dated: _____

Signed for and behalf of the Consultant /Firm

Witnesses:

(Authorized signature of the firm)

1. -----
 (Name and Address)

2. -----
 (Name and Address)



Annexure-P

NOTICE FOR APPOINTMENT OF ARBITRATOR

To,
The Principal Chief Engineer (Projects)
PWD, GNCTD,
9th Floor, MSO Building,
I.P. Estate,
New Delhi-110002.

Dear Sir,

In terms of Arbitration clause of the agreement, particulars of which are given below, I /we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of Bidder
2. Whether Bidder is Individual/ Prop. Firm/ Partnership Firm/Ltd. Co
3. Full address of the Bidder
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision.
18. Date of appeal to you.
19. Date of receipt of your decision.

Specimen signature of the Bidder
(only the person/authority who
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount claims.
- 2.
- 3.

Yours faithfully,
(Signature)

Copy in duplicate to: Executive Engineer, Housing Project Division-IV, PWD (GNCTD), Bhai Nihal Singh Marg, Lajpat Nagar-IV, New Delhi-110024.

Annexure- Q

HYDROLOGICAL REPORT OF THE SITE

RECOMMENDATIONS AND CONCLUSIONS

1. As per the hourly rainfall data of Palam and Safdarjang and daily rainfall at Delhi University obtained from IMD for 41 to 58 years, the highest 1-day annual maximum rainfall observed at Palam, Safdarjang and Delhi University are 346.7 mm, 180.9 mm and 250 mm respectively. The one hour rainfall estimated for the Rohini Phase-I area for 2, 10 and 25 year return periods are 40.6 mm, 60.5 mm and 71.9 mm, respectively. The estimated rainfall value for two return periods is used to estimate corresponding peak flood rate using the rational formula.
2. The topographic survey of Rohini Campus area was carried out by Unique Surveyors, PeeraGarhi, Delhi and the datum is converted to Mean Sea Level (MSL) datum. The Digital Elevation Model (DEM) of the Rohini site area is prepared from the topographic data using ArcGIS. The higher elevations of around 207.7 m are on the existing roads, where as the ground elevations are in the range of 205.6 m to 206.5m.
3. The Pre-Project drainage patterns in the area are delineated from the field survey and DEM. The temporal analysis of satellite images clearly shows the gradual development of two depression area/ water body over the years. The existing drainage system connects the two water bodies and flows to the Jahangir Puri Outfall through a culvert, which connects to Najafgarh drain.
4. The rational formula method is selected for estimating peak runoff rate for various return periods. However, the drains should be designed to safely carry the runoff generated from 2 year return period rainfall. In pre-project condition the estimated discharge is about 0.68 m³/s, which directly flows in to Jahangir Puri Outfall through a culvert.
5. The storm water drainage system drains should be designed for post-project scenario, where about 47% of the area will become impervious due to developmental activities. The proposed drains maybe aligned along the proposed road network and outflow to the proposed wetland park area. The peak runoff from the area after development activities will increase to 1.07m³/s. However, this will not directly flow into the existing Jahangir Puri Outfall. Further, planning for preservation and protection of site features including wetlands, drainage ways, etc. in the concept of Low Impact Development (LID) should be made.
6. Hydro-geologically, the area is comprised of alluvium. The aquifers (sand bodies) in the sub-surface are thin. The area is dominated by clays. The ground water quality in the shallow aquifers is poor, i.e. not suitable for drinking, because of high F, NO₃, SO₄ and TDS. Groundwater quality of deeper aquifers is also not good and the water is having high TDS.
7. The recharge in the area is mostly through rainfall, but some areas are getting recharged from the drains in the northern and north-western part of the Rohini Campus. From the point of view of the availability of groundwater, the area already lies in the overexploited zone. Base on the above observations, it is concluded that the area is not suitable from the point of view of groundwater availability.



END of the Document
