



अधिशायी अभियंता का कार्यालय
उद्यान सिविल डिवीजन नंबर 10
डी.डी.ए., स्कूल ब्लॉक, शकरपुर,
दिल्ली – 110092

E-mail: eehcdx@gmail.com

एनआईक्यू नंबर 02/ईई/एचसीडी-एक्स/डीडीए/23-24

दिनांक 24/07/2023

कोटेशन नोटिस

नीचे दिए गए विवरण के अनुसार निम्नलिखित कार्य के लिए अधिशायी अभियंता एचसीडी-10, डीडीए, सीड बेड पार्क, स्कूल ब्लॉक शकरपुर, दिल्ली-110092 द्वारा प्रतिष्ठित आर्किटेक्ट/कंसल्टेंट्स/फर्मों से सीलबंद प्रतिशत दर खुली कोटेशन आमंत्रित की जाती हैं:

Sl. No.	NIQ No.	Name of Work	Est. Cost (In Rs.)	Time allowed	Date & time of submission of quotation	Date & time of opening of quotation
1.	02/EE/HCD-10/DDA/2023-24	Restoration and Rejuvenation of River Yamuna Flood Plain S.H. – Architectural and structural design of lighthouse at Asita West (vatiika)- Geeta Colony Bridge to ITO Barrage.	14,00,000	60 Days	27/07/2023 upto 3:00 PM	27/07/2023 upto 3:30 PM

Note : The Quotations document can be collected from office of Executive Engineer, HCD-10, D.D.A., School Block Shakarpur, Delhi-92 or downloaded from the website www.dda.gov.in.



OFFICE OF THE EXECUTIVE ENGINEER
HORTICULTURE CIVIL DIVISION NO.10
D.D.A., SCHOOL BLOCK, SHAKARPUR,
DELHI - 110092
E-mail: eehcdx@gmail.com

NIQ No. 02/EE/HCD-X/DDA/23-24

Dated 24/07/2023

Open Quotation Notice

Sealed percentage rate open quotations are invited from the reputed Architect / Consultants/firms for the following work by Executive Engineer HCD-10, DDA, Seed Bed Park, School Block Shakarpur, Delhi-110092 for the following work as per detailed below:

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1. Eligibility Criteria:

The interested Quotationers should meet the following minimum qualifying criteria:

A. Work Experience:

i) Experience of having provided Architectural & Consultancy services for successfully completed similar works in Govt./Semi Govt./Pvt. Issues by Competent Authority .

a. Three similar works each costing not less than 40% of the estimated cost of the project

OR

b. Two similar works each costing not less than 50% of the estimated cost of the project.

OR

c. One similar work costing not less than 80% of the estimated cost of the project.

"Similar works" shall mean consultancy works of Lighthouse/Tower/Structural building.

ii) Joint-venture / consortia of firms / companies and Foreign bidders are not eligible to quote

for the tender.

- iii) The Quotationer submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done.

2. Earnest Money Deposit : Exempted

3. Set of Tender Documents:

The following documents will constitute set of Quotation documents:

- a) Notice Inviting Quotation
- b) Quoting Sheet for Quotation
- c) Copy of work experience of similar nature of work issued by Competent Authority.
- d) Copy of PAN card.
- e) Copy of Certificate of Registration for GST and upto date GST return.
- f) Copy of Quotation Acceptance Letter (It is mandatory to be given on Company Letter Head).
- g) Corrigendum / Addendum / Other documents, if any

If quotation of the Quotationer(s) found lacking with respect to the above said information and/ or documents and/or then bid of the quotation will not be considered and quotation will be summarily rejected.

3. The envelope containing requisite bid documents should also indicate clearly the name of the Quotationer(s) and his address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach up to 03:00 Hrs on or before date of submission of quotations..

The bid submitted shall become invalid, if:

- i) The Quotationer is found ineligible.
 - ii) The Quotationer does not submit all the documents as stipulated in the bid document.
 - iii) Quotation in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
4. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.
5. The acceptance of any or all Quotation(s) will rest with DDA who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the quotations received without assigning any reason thereof.
6. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award (LOA)/ Letter of Intent (LOI) by DDA.
- 7: Date of Start of work shall be reckoned from the 5th day after issue of the letter of Award (LOA)/ Letter of Intent (LOI)/Work order by DDA.
8. The award of consultancy work, execution and completion of work shall be governed by quotation documents consisting of (but not limited to) NIQ, General Conditions of

Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The quotationers shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Quotation(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Quotationer(s) will affect his price/rates before quoting their rates.

Technical documents required:

1. Notice Inviting Quotation
2. Copy of work experience of similar nature of work issued by Competent Authority.
3. Copy of PAN card.
4. Copy of Certificate of Registration for GST and upto date GST return.
5. Copy of Quotation Acceptance Letter (It is mandatory to be given on Company Letter Head).
6. Corrigendum / Addendum / Other documents, if any

Financial documents:

1. Rate quoting sheet for quotation.

(Bhupendra Kumar)
Executive Engineer
HCD-10/DDA

No. F1(T.N.)2023-24/A/c/HCD-10/DDA/ 719

Dated: 24/7/23

Copy to:-

1. CE/Hort./DDA.
2. SE/HCC-3/DDA.
3. Director (System)/DDA through e-mail ddatender@dda.org.in for up-loading on DDA's website www.dda.org.in.
4. FO to CE (Hort.)/DDA
5. Sr. A.O.(CAU)Hort./DDA
6. All Executive Engineers/Hort. Zone/DDA.
7. All AE's, AE (P), AAO and Head Clerk, HCD-10/DDA.
8. Notice Board.


Executive Engineer
HCD-10/DDA



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HORTICULTURE CIVIL DIVISION NO.10
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Section-2 INSTRUCTIONS TO CONSULTANT

INSTRUCTIONS TO CONSULTANT

1.0 Introduction

- 1.1 Architect firms/consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 1.2(a) DDA will provide the inputs to the Architect firms/consultants, if available. However, DDA does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.
- 1.2(b) The Architect firms/consultants shall be responsible for obtaining licenses and permits to carry out the services.

2.0 Only One Bid/Quotation Proposal

The Architect /consultant firm shall only submit one Quotation/bid proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

3.1 Preparation of Bid Proposal

- 3.2 In preparing their tender/Quotation, Architect firms/consultants are expected to examine in detail the tender document.
- 3.3 The bid/Quotation proposals, all related correspondence exchanged by the Architect firms/consultants & DDA and the contract to be signed with the winning consultant shall be written in the English language.

4.0 Submission, Receipt and Opening of Quotations/bids

- 4.1 The original Quotations/bids (Technical and Financial Quotation/bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections.
- 4.2 An authorized representative of the Architect firm/consultant shall sign the bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.

Section-3 CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Approved** means approved by DDA's Engineer-in-Charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by DDA's Engineer-in-Charge in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law in India.
- c) **Architect firm /Consultant** mean any private or public entity that will provide the Services to DDA under the Contract.
- d) **Building** shall mean the Construction of proposed building.
- e) **Contract** means the documents forming the Quotation/tender and acceptance thereof and the formal agreement executed between DDA and the contractor, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- f) **Contract Price** means the price to be paid for the performance of the Services, in accordance with Section-5.
- g) **Engineer-in-Charge** means the Engineer of DDA, the name of whom is intimated through letter of award, or his representative as may be duly appointed and authorized in writing by him to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing and detailing.
- i) **In writing** means communicated in written form with proof of receipt.
- j) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
- k) **Letter of Award (LOA)/Letter of Intent (LOI)** shall mean DDA's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.

- l) **Month** means English Calendar month 'Day' means a Calendar day of 24 Hrs each.
- m) **Owner/Client** means the Government, Organization, Ministry, Department, and Society, Cooperative etc. which has awarded the work / project to DDA and on whose behalf DDA is entering into the contract and getting the work executed.
- n) **Site** shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto(inclusive) as aforesaid allotted by DDA or the Engineer for the contract's use.
- o) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.
- p) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialised Services.
- q) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- r) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- s) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

2.0 **Scope of Work:**

DDA would furnish the requirements and area schedule for various functions to the Architect firm /Consultant, the Architect firm/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

I. Preliminary Stage

A. Preliminary Concept Report:

The Consultant shall

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.

- b) DDA shall provide the Topographic Survey Drawings to the consultant. However, it shall be the responsibility of consultant to carry out additionally the Soil Investigation if required at his own cost. Further, consultant is not absolved of his responsibility of accuracy of his design on account of topographic survey provided by DDA. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
- c) Report on Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services to be identified.
- d) In case of project requirement or as per the requirement of MOEF/State Govt. authorities, the consultants shall Conduct Environmental Impact Assessment (EIA) & furnish preliminary report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact.
- e) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firm/Consultant should submit the design and modify it if considered necessary by DDA. Site inspections for finalization of above details shall be conducted by the Architect firm/Consultant.
- f) Prepare plinth area rate estimate as per CPWD norms. The estimate shall also include the non-PAR items on prevailing market rate along with justification, specification.
- g) Obtain the approval of DDA of (e & f) above and supply 6 copies of approved site plan (Layout Plan).
- h) Preparation & submission of models (in the desired scale) and perspective views of the complete scheme as per requirement of DDA
- i) The consultant shall prepare and give presentations on the schemes as and when required by DDA and shall incorporate the changes desired by DDA without any extra cost.

B. Preliminary Planning:

- a) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, **however, DDA reserves the right to exclude any of the above services from the scope of the Consultants' work.**

The Consultant shall also conduct a survey regarding number and type of existing trees at proposed site. The master plan/ layout of buildings/ amenities shall be prepared in such a way that the maximum number of existing trees can be retained at site.

The consultant shall provide above details in writing for approval of the Engineer In-charge.

- b) Prepare the DPR covering the following:
- i) Detailed Architectural, structural, & flowchart drawings.
 - ii) The Structural design details shall be got proof checked by Consultant from any of the IITs/NITs/Institution/Govt. agencies as approved by DDA. The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re-submit the design and drawing. **Fees of proof checking from institution/agency shall not be reimbursable.**
 - iii) Architectural design shall be approved by landscape department of DDA.
 - iv) Detailed specifications of each work.
 - v) Bills of quantities duly priced along with take-off sheets. All estimates shall be prepared on the basis of Delhi schedule of rates, norms wherever applicable and on the basis of market rate analysis where Delhi schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted.

The consultant shall supply six copies of the same with the preliminary drawings to DDA.

- c) Submit market rate analysis for Non Schedule Items supported with Quotations.

- d) Obtain the approval of layout plan & drawing from the competent authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to DDA.
- e) Preparation of proposal to obtain permission from NMCG and make any changes if desired by NMCG. The approved/modified layout plan and drawings are to be submitted to DDA also.
- f) The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules.
- g) The Consultant shall incorporate the principles of Life Cycle cost in the design in line with GFR Rules 2017-Rule No 136.
- h) To prepare & submit required set of Quotation/Tender Documents, Tender Drawings, BOQ, Estimates, Specifications etc.
- i) Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- j) Detailed Structural Drawings/Design Calculations for all the components of the scheme.
- k) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- l) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- m) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- n) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/DDA/ State/Central Govt. and shall take their concurrence on all the observations.
- o) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
- p) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with DDA representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/DDA/Central Govt. or any other agency, as and when required.

II Working Drawing Stage:

The preparation of detailed working drawings with details incorporating services and schedule of quantities.

This will include:

- a) Preparation of working and detailed architectural and structural drawings and detailed estimate as per the latest Delhi Schedule of Rates of CPWD(DSR) or any other Standard Schedule of Rates (SOR) for civil work, electrical works and CPWD specifications for civil works, General specifications for electrical works Part I (Internal), Part II (External), Part III (Lifts and escalators), Part IV (Substation), Part V (Wet riser and sprinklers system), Part VI (HVAC works), Part VII (DG sets) and other CPWD specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and details of structural design for whole of the work or in part of to facilitate call of tender in stages by DDA. For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.
- b) To prepare & submit good for construction drawings as per requirement of Local bodies Authorities/DDA/State/Central Govt.
- c) Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and POL.
- d) Obtaining approval of local authorities, if any, and make changes required by them
- e) Preparation & submission of adequate no. of the Tender Documents/ Tender Drawings comprising BOQ/Estimates, particular specifications etc. as required by DDA.
- f) Preparation & submission of adequate no. of Detailed Designs calculations/ BOQ/good for construction drawings for all the components of the schemes as per requirement of DDA. The structural design shall have to be done on STAAD-Pro software (latest version).
- g) Preparation & submission of Detailed Engineering Drawings, Detailed specifications & list of makes for all the equipments to be installed at site.

3.0 Payment of Remuneration:

3.1 Remuneration

All payments shall be made in Indian currency only and payment shall be done only after fulfilling all conditions of contract as mentioned in Section -3 as per direction of Engineer-in-charge.

4.0 Additions, Alterations and Variation:

- i. DDA 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 and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.

No extra payment shall be made to Consultant by DDA on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.

- ii. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of DDA.

5. Taxes and duties

- 5.1 The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract.

The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.

- 5.2 Notwithstanding anything contained in clause A.1, the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that DDA can avail credit of such tax, wherever applicable. The consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. DDA would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling DDA to avail input tax credit.
- 5.3 In case any law requires DDA to pay tax on the contract price on reverse charge basis, the amount of tax deposited by DDA would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
- 5.4 In case the consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to DDA showing the amount

of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to DDA, the amount equivalent to such tax shall be deducted from the contract price.

- 5.5 Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- 5.6 Tax deduction at source, if any, shall be made by DDA as per law applicable from time to time from the amount payable to the consultant.
- 5.7 The consultant has to register himself in GST Act as per applicable law and submit the details of registration under GST Act.

6.0 (A) Performance Security/ Guarantee

For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 5 (Five) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of DDA from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of work plus 30 days.

- 6.0 The Bank Guarantee shall be in favour Sr. AO/CAU/Hort. DDA payable at New Delhi. The Bank Guarantee should be (in the prescribed format of DDA as per Section-6) issued from any Nationalized Bank /Scheduled Bank.
- 6.1 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 6.2 The performance security will be discharged by DDA and returned to the Architect firm/consultant after successful submission of drawings and documents to DDA and approvals of statutory bodies.
- 6.3 DDA reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 6.4 Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to DDA before the expiry date of the Bank Guarantee originally furnished.

(B) Security Deposit:

The Consultant/Architect/Firm whose quotation(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Security shall be deducted @2.5% of gross work done till the tendered amount. The Security deposit as deducted above can be released against bank guarantee/FDR issued by a scheduled bank. The security will be released after 6(Six) months from the date of actual completion of work or till finalization of final bill whichever is later.

7.0 Completion period:

- a. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIQ/NIT.
- b. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

c. Escalation/Price Variation

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

8.0 Commencement of Work:

The commencement of work will be considered from 5th day of issuance of ~~LOA~~

The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favourably.

9.0 Compensation for Delay:

The time allowed for carrying out the work as specified in clause 9.0 (a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the DDA.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. DDA shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

10.0 Abandonment of Work:

- i) That if the consultant abandon the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, DDA may make full use of all or any of the drawings prepared by the consultants and that the consultants

shall be liable to refund any excess fees paid to them upto that date plus such damages as may be assessed by DDA.

- ii) If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, DDA shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

11.0 Termination:

DDA without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. DDA may make full use of all or any of the drawings prepared by the consultants.

12.0 Number of Drawing Sets etc. and Copyright:

The Consultant shall supply free of charge to DDA, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- i) Detail Project Reports with coloured drawings.
- ii) All the Drawings and estimates to be submitted to clients.
- iii) Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
- iv) All working drawings for all the components (Good for Construction Drawings).
- v) Detailed estimates and rate analysis of all works.
- vi) Completion drawings and detailed documents.
- vii) Tender documents/tender drawings as per DDA requirements.
- viii) Fabrication Drawings of all equipment if any.
- ix) As built drawings after completion of project.

The Consultant shall supply free of charge to DDA all the estimates, details of quantities (BOQ) detailed designs, reports and any other details envisaged under this agreement, including drawings architectural, structural, electrical, air conditioning or other services (internal and external) would be supplied by the consultants as indicated above. Any extra sets of drawings, if required DDA shall be supplied at mutually agreed cost. All these drawings will become the property of DDA. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except DDA and authorized representative of DDA.

13 Determination or Rescission of Agreement/MoU:

DDA without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i) If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii) If the consultants commit breach of any of the terms of MoU/agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, DDA shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent. In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of DDA in this regard shall be final and binding on the consultant.

14 Responsibilities for Accuracy of Project Proposals

- i) The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify DDA & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on DDA.
- ii) The Consultant shall fully indemnify DDA from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.

15 Jurisdiction

The MoU/agreement shall be governed by the Indian Law for the time being in force and the Courts in Delhi alone will have jurisdiction to deal with matter arising there from.

16 General:

- i) The scrutiny of the drawing, and designs by DDA's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
- ii) The Architect firms/Consultant shall supply to DDA copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
- iii) The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against DDA in respect of any proprietary rights or

copy rights on the part of any party relating to the plans, models and drawings.

- iv) While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep DDA indemnified all the times and shall bear the losses suffered by DDA in this regard.
- v) Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/ Client / DDA/Central Govt. or any other agency.
- vi) All designs and drawings shall be the property of DDA. The name and logo of DDA shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firm's name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
- vii) The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with DDA.
- viii) The consultant shall be required to sign an Agreement with DDA within 15-days of the receipt of LOA based on these terms & conditions.
- ix) Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for DDA at that time.

17.0 FORECLOSURE OF CONTRACT BY DDA/OWNER

If at any time after the commencement of the work DDA shall for any reason whatsoever if required to foreclose the work or is not required to complete the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

18 SUSPENSION OF WORKS

- i) The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - On account of any default on part of the consultant, or
 - For proper execution of the works or part thereof for reason other than the default of the consultant, or
 - If the work is partly or fully abandoned/suspended by DDA/clients for any reasons

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

ii) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.

- The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
- In the event of the consultant treating the suspension as an abandonment of the Contract by DDA, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

Section-5 FINANCIAL PROPOSAL

Bid

NAME OF WORK: Restoration and Rejuvenation of River Yamuna Flood Plain
SH : Architectural and structural design of lighthouse at Asita West (Vatiika)- Geeta Colony Bridge to ITO Barrage.
Estimated cost: Rs.14,00,000/-

NAME OF ARCHITECT FIRM/CONSULTANT: -----

Sl. No.	Description	Consultancy fee on estimated cost to be quoted in percentage below/above and quoted amount		
		Quoted Rate in %age	(Amount in fig.) In Rs.	Amount (in words)
1.	THE FEES FOR Architectural and structural design of lighthouse at Asita West (Vatiika)- Geeta Colony Bridge to ITO Barrage AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER/CONTRACT DOCUMENT INCLUDING GST.			

Signature& Stamp of Quotationer/ Tenderer

FORM OF PERFORMANCE SECURITY (GUARANTEE)

ANNEXURE-1A

BANK GUARANTEE BOND

1. In consideration of the Delhi Development Authority(hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said contractor(s)" for the work of _____ (hereinafter called "The said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We _____ (indicate the name of the bank) (hereinafter referred to as "the Bank) hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We _____ (indicate the name of the bank) the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(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 contractor(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government 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 Government certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We _____ (indicate the name of the bank) further agree with the Government that the government 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to for bear 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 Government or any indulgence by the Government to the said contractor(s) or by any such matter of 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 contractor(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by Government. Not with standing anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ the day of _____ for _____ .
(Indicate the name of Bank)

**QUOTATION ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

Sub : **Acceptance of Terms & Conditions of Quotation.**

Quotation Reference No : _____

Name of the work :- Restoration and Rejuvenation of River Yamuna Flood Plain
SH :- Architectural and structural design of lighthouse at Asita West (Vatiika)- Geeta Colony Bridge to ITO Barrage.

Dear Sir,

I / We have downloaded / obtained the quotation document(s) for the above mentioned 'Tender/Work' from the web site(s)/ Office namely: _____ as per your advertisement.

I / We hereby certify that I / we have read the entire terms and conditions of the quotation documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned quotation document(s) / corrigendum(s) in its totality / entirety.

In case any provisions of this quotation are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this quotation/bid.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/Partners/Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with DDA (Attach copy of power of Attorney)	
10.	Organization Chart of Key Personnel	
11.	Details of Awards/Appreciations supported with document to be submitted.	
12.	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

Organization setup of the company

(Details to be furnished in the following format)

S. No.	Name	Designation	Qualification	Professional Experience and details of work carried out	Years with firm	Remarks

Name of Bidder-----

Performa for Details of Client Organization in respect of Work Experience Certificates

(Details to be provided by the Bidder in respect of the work Experience Certificates submitted along with the Tender)

Details of client organization							
Sl. No.	Name of the Work	Name and Designation of the Experience certificate issuing authority with phone/contact number and working e-mail ID	Name, phone/contact number and working e-mail ID of the highest authority heading the project	Name of Head of the organization	Complete Postal address	E-mail ID	Phone no.
1.							
2.							
3.							

Seal and Signature of Quotationer/Bidder