

# ***AGRICULTURAL PRODUCE MARKETING COMMITTEE***

***Govt. of NCT of Delhi***

***Sarai Pipal Thala, New Delhi-110033***

**Name of work:-** Consultancy Services for preparation of DPR for Redevelopment of Cement Godown Area, Azadpur Delhi.

**Sub-Work :-** Consultancy Services for preparation of comprehensive DPR for Redevelopment of Cement Godown Area including reconstruction of sheds , roads and construction of drains for improvement of drainage system of the area including ancillary services complete at APMC Azadpur.

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*Certified that this NIT contains page No.1 to 41 only.*

(Vivek Chauhan)  
Executive Engineer, Azadpur

**AGRICULTURAL PRODUCE MARKETING COMMITTEE  
OFFICE COMPLEX, NFM, PHASE-II, SARAI PIPAL THALA,  
AZADPUR, DELHI-33**

**NIT No. : -**

**PRESS NOTICE**

Lump-sum rate Tender is invited on behalf of the Secretary, APMC Azadpur from reliable, well established, competent and experienced Consultancy Firms/ Architectural Firms for the following work:-

**Name of Work: -** Consultancy Services for preparation of DPR for Redevelopment of Cement Godown Area, Azadpur Delhi.  
**Sub-Work :-** Constultancy Services for preparation of comprehensive DPR for Redevelopment of Cement Godown Area including reconstruction of sheds,roads and construction of drains for improvement of drainage system of the area including ancillary services complete at APMC Azadpur.

Plot Area :  
Cost of Tender Document :  
Earnest Money Deposit :  
Last date of sale of tender document : 02/07/2016up to 4.00 P.M.  
Last date of submission of tenders : 04/07/2016 up to 3.00 P.M.  
Opening of Tender (Technical Bid ) : 04/07/2016at 3.30 P.M.

Further detailed terms & condition can be seen at our website: <http://delhigovt.nic.in> and [www.apmcazadpurdelhi.com](http://www.apmcazadpurdelhi.com)

Tender document can be purchased from the office of the undersigned by depositing the tender cost of Rs 5,000/- in cash or DD. The tender document can also be downloaded from our website <http://delhigovt.nic.in> and [www.apmcazadpurdelhi.com](http://www.apmcazadpurdelhi.com). The tender cost in this case shall be submitted at the time of submission of tender through a demand draft of Rs. 5,000/- (Rs. Five Thousand only) in favour of APMC Azadpur in Envelope along with EMD. The Secretary, APMC Azadpur reserves the right to reject any or all the tenders without assigning any reason

**EXECUTIVE ENGINEER,  
APMC AZADPUR  
For & on behalf of Secretary, APMC AZADPUR**

**INFORMATION FOR SUBMISSION OF TENDERS**

1.	<b>Name of Department</b>	AGRICULTURAL PRODUCE MARKETING COMMITTEE (MNI), AZADPUR
2.	<b>Address for Sale of Tender</b>	Office of the Executive Engineer, Office Complex, NFM, Phase-Ii, Sarai Pipal Thala, Azadpur, Delhi-33
3.	<b>Address for submission of tender document</b>	Office of the Executive Engineer, Office Complex, NFM, Phase-Ii, Sarai Pipal Thala, Azadpur, Delhi-33
4.	<b>Name of work</b>	Consultancy services for preparation for DPR for Redevelopment of Cement Godown Area, Azadpur Delhi.
5.	<b>Contact Persons</b>	1. Sh. Vivek Chauhan, Executive Engineer, Mob.No. 9711821115
6.	<b>Date and time for submission of offers</b>	On or before 04/07/2016 upto 3.00 PM.
7.	<b>Place for opening of offers</b>	Office of the Executive Engineer, Office Complex, NFM, Phase-Ii, Sarai Pipal Thala, Azadpur, Delhi-33
8.	<b>Whether it can be downloaded from the website</b>	Yes, the offer document can be downloaded from the <a href="http://delhigovt.nic.in">http://delhigovt.nic.in</a> and <a href="http://www.apmcazadpurdelhi.com">www.apmcazadpurdelhi.com</a> website. A demand draft of Rs. 5,000/- (Rs. Five Thousand only) should be made in favour of APMC, Azadpur which can be submitted along with the offer. The bid shall be submitted on or before due date & time mentioned in the offer document.

## **CHECK LIST**

**The Tenderer shall submit the following with the tender:-**

1. Tender cost of Rs. 5,000/-
2. EMD deposit of Rs. 75,000/-
3. Undertaking ( as per Annexure-I)
4. Copy of PAN Number
5. Copy of Service Tax Number
6. Copy of proof of having submitted the latest service tax returns.
7. Form A1 (Similar works completed during last 7 years ending 31st March, 2016 along with certificate of satisfactory completion of work from the client along with copy of award letter/ work order).
8. Form A2 ( Similar works in hand along with copy of award letter/ work order)
9. Form B & C3 (Technical Staff along with CV/ Bio data of the professionals with Architect consultant and sub-consultant.)
10. Form C1 & C2 (list of associated sub-consultants along with consent letter/ copy of MOU made with different sub consultant to serve on this project)
11. Form D (Document regarding Financial Turnover along with Balance sheet/ CA certificate/ TDS etc.)
12. Form E (Empanelment with Govt./ Semi Govt.etc along with copy of registration details/ documentary evidence of work orders etc.)

Executive Engineer,  
APMC AZADPUR

## **BACKGROUND**

The agricultural Produce Marketing Committee, Azadpur is a Delhi Govt. Undertaking looking after Dev. and management of Azadpur Mandi. We are in process of Re-development of cement godown areas of Azadpur mandi (As shown in the plan). Cement godown area is a low lying area bounded by all four sides i.e. from NSM, Azadpur railway line area, NFM and Bharolla Village.

With the passage of time, the habitation density of surrounding area, business arrival & volume of traffic increased and therefore roads/platforms, streets etc were urbanized/concretized and due to this paving and development, the soil soaking capacity of this area decreased, this caused more flow of rain water and ultimately the storm water drain passing through village Bharolla crumbled and it converted into saucer/lane drain and due to this the discharge capacity of the drainage system decreased and caused acute water logging during Monsoon. As a result the entire low lying area proposed to raised/redeveloped including reconstruction of sheds, roads and drains.

The culvert, joining outfall point of cement godown area and MCD drain, is inadequate in size and has lot of services like electric cables, passing through the culvert which create obstruction in smooth drainage of this area.

There are no. of platforms of traders for washing of Adrak towards other side of shed no. 1. During washing of adrak/ginger a large quantity of water spills over to road and there is no drain to take care of this spilled water. Further heavy quantum of silt is deposited in the drain due to Adarak washing, sitting chambers can be cancelled to mitigate this problem or any other alternative. There is no space along this drain for maintenance/cleaning therefore alternative location for this activity can also be seen / explored.

Earlier, APMC Azadpur has appointed M/s. Hitech Engineering consultant for structural strength verification of steel members of various old sheds in the area for their's strengthening. After detail survey, inspections and examination the Consultant has submitted the report wherein reconstruction of the three sheds 1, 2, & 3 of Cement Godown area has been proposed on the basis of the present structural condition of Coloumn truses etc and revised guidelines for wind load issued in IS-875 for Delhi area since these sheds no. 1, 2 & 3 have not outlived their normal life span in terms of the prescribed guidelines laid down as norms Manual CPWD. The report of the Consultant was referred to IIT Delhi for examination of vetting the recommendation of the Hitech Engineering, IIT Delhi has also submitted the report in which they have vetted the report of the Consultant. The report of the IIT Delhi is available with the office of EE(C), MNI Azadpur.

**Details of the area:-**

<b>Total Area</b>	<b>:</b>	<b>22,500 sqm (approx.)</b>
<b>Roads</b>	<b>:</b>	<b>13,028 sqm (approx.)</b>
<b>Sheds</b>	<b>:</b>	<b>9300 sqm (approx.)</b>

**AGRICULTURAL PRODUCE MARKETING COMMITTEE  
OFFICE COMPLEX, NFM, PHASE-II, SARAI PIPAL THALA,  
AZADPUR, DELHI-33**

**NOTICE INVITING TENDER**

Sealed item rate tenders are invited for the under mentioned work from reputed Architects / firms for and on behalf of Secretary, APMC, Azadpur, New Delhi for providing consultancy Services for Redevelopment of Cement Godown Area, Azadpur Delhi.. As per the scope of work mentioned in the tendered document of this work, the tenders in sealed cover addressed to Executive Engineer, APMC, Azadpur, may be submitted as mentioned under Para of “**Submission of Bids**”.

**Name of work:**      **Constultancy Services for Redevelopment of Cement Godown Area, Azadpur Delhi.**

**S.H.:**                      **Constultancy Services for preparation of comprehensive DPR for Redevelopment of Cement Godown Area including reconstruction of sheds,roads and construction of drains for improvement of drainage system of the area including ancillary services complete at APMC Azadpur.**

- The complete filled offer in sealed cover shall be received in the office of Secretary, Azadpur Delhi on 04/07/2016 up to 3.00 PM. The offer received after the due date and time shall not be considered.
- Department reserve the right to reject any or all the offers received without assigning any reason thereof.
- The offers shall be valid for 90 days from the date of opening of the financial bid.
- The consultanst/Architects should quote their fee item wise including all taxes applicable on the date of opening of tender.

Earnest money should be deposited in the form of pay order or Bank Draft drawn in favour of Agricultural Produce Market Committee, Azadpur payable at Delhi. Offers submitted without the Earnest Money shall not be considered.

## 1. ELIGIBILITY

- i. The Description of items have been mentioned under schedule of Quantities however description of items may also be read alongwith scope of work and terms & Conditions mentioned hereunder.
- ii. The firm should be registered with **Council of Architecture India, during the last 10 years, as** on the date of submission of bid. Architect firm must qualify of their own (JV partnership is not allowed).
- iii. Architectural/firms should be individuals, proprietary firms, firms in partnership or limited companies / corporations.
- iv. The Architectural firms should have minimum of 10 years of experience in field of Architectural work.
- v. Should have service tax no.
- vi. Should have copy of PAN card.
- vii. The Architect should not have been blacklisted by any Govt. department/ agency during the last seven years. An undertaking in this regard shall required to be provided at its times of tendering.
- viii. The Architect should have all necessary CAD/ CAM equipments for successful design and delivery of the project to the satisfaction of department.
- ix. Tenders will be issued to individuals, proprietary firms, firms in partnership or limited companies / corporations. **Joint Ventures will not be permitted.**
- x. The Tenderers shall have to fulfill the Eligibility Criteria as laid down in tender, failing which his **financial bid will be returned unopened.**
- xi. The procedure to be followed for submission of Tenders has been described in para 1.A.4.

**The bidder shall required to produce definite proof from the appropriate authority, in line with the above eligibility criteria and it should be to the satisfaction of competent authority for having satisfactorily completed similar work specified above. Works executed with private sector, be supported by TDS certificates.**



## 1A. **PREQUALIFICATION CRITERIA & WORK EXPERIENCE**

- i. The consultancy firm/ Architectural firms should have minimum of 10 years of experience.
- ii. The applicant firm should be registered with **Council of Architecture India, during the last 10 years as** on the date of submission of bid. Architect firm must qualify at their own (JV partnership is not allowed).
- iii. In case of consulting firms out of Delhi/ NCR area. The consulting firm must setup their office in Delhi/ NCR within one month after the issue of L.O.I. They should be conversant with local statutory laws and follow all rules and regulations of Delhi especially laid down by DDA, MCD, Fire Dept., DUAC, Environment Dept. and other Govt. Dept./ Statutory Bodies of Delhi. They should be in possession of Delhi VAT/ Service Tax No. within one month of the issue of L.O.I.
- iv. **Average Turnover:** The applicant firm should have an average annual financial turnover of not less than **Rs. 50.00 Lacs** per annum from the Consultancy services rendered by them during the immediate last three consecutive financial years i.e. upto 31.03.2016.
- v. The consultant should not have been blacklisted by any Govt. department/ agency during the last seven years.
- vi. The Architect Consultant should have all necessary CAD/ CAM equipments for successful execution of project.
- vii. **Work Experience :**The consultant should have experience of rendering consultancy service in own name & should have satisfactorily completed “**similar work**” from concept to commissioning during the last 7 years ending 31.03.2016.

1 no. of similar work costing minimum Rs. 30.00 Crore.

Or

2 nos. of similar work costing minimum Rs. 20.00 Crore.

Or

3 nos. of similar work costing minimum Rs. 15.00 Crore .....

*\*Similar work means project related to “Development of area” It can be Industrial Complex, any institutional area, wholesale market, residential township etc.*

*\* The experience certificate enclosed for the similar work must clearly indicate year of completion/ date of commissioning & value of the project. Without this information the work experience certificate may not be considered.*

*\* The value of works shall be brought to current costing level by enhancing the actual value of work at simple interest rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tenders.*

*\* Work executed with private sector, be supported with TDS certificates.*

## 1A.1 SUBMISSION OF TENDER

- (i) Sealed cover Bids in two parts i.e. one containing technical bid and other financial bid i.e. schedule of quantities duly addressed to the Executive Engineer, APMC, Azadpur, and may be submitted by **3:00 PM of 04/07/2016** as per prescribed procedure in this regard in the o/o Secy, APMC, Azadpur, Office Complex, NFM, Phase-II, Sarai Pipal Thala, Azadpur, Delhi-110033.
- (ii) Bids may be dropped in the Tender Box Kept in the o/o Secy, APMC, Azadpur, by **3:00 PM of 20/06/2016**.
- (iii) The Bids shall be opened at **3:30 PM of 04/07/2016** in the o/o Executive Engineer, APMC, Azadpur, in the presence of members and bidders or their authorized representatives who may wish to be present.
- (iv) A Certificate is to be submitted by the authorized signatory of the bidder that all Terms & Conditions are acceptable to the bidder. Conditional Bids shall not be acceptable.
- (v) The Bids may be submitted with covering letter of the firm / Agency.

## 1A.2 TAX LIABILITY

No other tax shall be paid to the consultant over their contract amount. However, in r/o service tax same shall be paid by the consultant to the concerned dept. and it will be reimbursed to him by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the consultant. Recovery for Income Tax, Education cess or any other taxes as per prevailing statutory requirement shall be deducted from the payments periodically made to the consultants.

## 1A.3 EARNEST MONEY DEPOSIT

Requisite earnest money deposit (please refer annexure-I for detail) in the form of Demand Draft / FDR of schedule Bank drawn in favour of **APMC, Azadpur** must be submitted along with the bid document. No other mode/ form of payment shall be acceptable. No interest shall be payable by the Dept. for the earnest money deposit. No bank Guarantee will be accepted in lieu of EMD. **50% EMD shall be forfeited by the department (a) if the proposal is withdrawn during the validity period of 90 days (b) if any modifications is made in terms and conditions of this TOR which is not acceptable to the department.** Full EMD shall be forfeited by the department (a) if the consultant does not submit the Performance Bank Guarantee in schedule time as elaborated in the tender document (b) if the consultant does not start the work after award within prescribed period (c) if the consultant tries to influence the evaluation process.

## **2. Other Information to be submitted:-**

- 2.1 The Architect Consultant should have sufficient number of Technical staff and Consultants/ Associates for the proper execution of the contract. The applicant should submit a list of staff. Details should be furnished in **FORM B, C1, C2 and C3**.
- 2.2 List of completed similar works shall be submitted separately in Form 'A1'. List of ongoing similar works shall be submitted separately in Form- "A2".
- 2.3 If the firm is registered/ empanelled with other Organization/Statutory bodies such as CPWD, PWD, MES, Banks etc. furnish their Name, Category and date of registration, if any. (Form E)
- 2.4 Furnish list of Awards / recognitions / competition won (Form F1 & F2)
- 2.5 If the offer is submitted by a proprietary firm it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- 2.6 If the offer is submitted by a firm in partnership, it shall be signed by all the partners of the firm with their full names and current addresses or by a partner holding the power of attorney for the firm by signing the offer in which case a certified copy of the power of attorney shall accompany the offer. A certified copy of the partnership deed, current address of the firm and the full names of partners shall also accompany the offer.
- 2.7 The bidder should furnish an undertaking in the form of an affidavit on non judicial stamp paper of Rs. 50/- guaranteeing the truth and accuracy of all statements and information furnished in the format given (**Annexure-I**).

***Note: The Architect Consultant is required to furnish all information in the enclosed FORMS -A to G and their appurtenant format and annexures along with proof, failing which the proposal may be rejected.***

### 3. GENERAL INFORMATION & INSTRUCTIONS

- 3.1. The firm will provide consultancy services for preparing complete Detailed Project Report (DPR) in respect of the work **“Consultancy services for preparation for DPR for Redevelopment of Cement Godown Area, Azadpur Delhi.”**.

**S/H: Constultancy Services for preparation of comprehensive DPR for Redevelopment of Cement Godown Area including reconstruction of sheds,roads and construction of drains for improvement of drainage system of the area including ancillary services complete at APMC Azadpur.**

- 3.2. All information called should be furnished against the relevant columns. Additional information may be furnished on a separate sheet, by mentioning the same against the relevant column. If any particulars / query is not applicable, it should be stated as `Not-Applicable`.
- 3.3. Credentials, references, information and certificates from the client certifying performance along with list of important works executed during the last seven years etc. should be furnished in the prescribed formats.
- 3.4. If any information furnished by the applicant **is found incorrect at a later stage, the firm shall be liable to be debarred from bidding/taking up of work in APMC, Azadpur.** The APMC Azadpur reserves the right to verify the particulars furnished by the applicant independently.
- 3.5. Canvassing whether directly or indirectly, in connection with proposals is strictly prohibited and the proposals bids submitted by the applicants who resort to canvassing will be liable to rejection.
- 3.6. All documents enclosed should be signed with seal of the company.
- 3.7. The competent authority on behalf of Secy., APMC Azadpur reserves the right of accepting the whole or any part of the proposal.

- 3.8. Secy., APMC Azadpur reserves the right to reject any or/ all the bids without assigning any reason thereof and no correspondence in this regard shall be entertained.
- 3.9. Tender shall be valid for 90 days from the date of opening of financial bid.
- 3.10. The time allowed for preparation of DPR etc. will be as per relevant clause in accordance with the phasing, indicated in the tender documents.
- 3.11. The site for the work is available.
- 3.12. The Consultant, whose tender is accepted, will be required to furnish performance Bank Guarantee of 5% (five percent) of the tendered amount within 15 days of issue of letter of acceptance. This Bank Guarantee shall be issued from any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the consultant fails to deposit the said performance guarantee within the prescribed period including the extended period (maximum 7 days), if allowed by APMC Azadpur, the offer will be cancelled and Architect Consultant shall be debarred for 2 years for submitting any offer to APMC Azadpur.
- 3.13. **It may please be carefully noted that no condition whatsoever shall be accepted by the department and the architect/ consultant is strictly prohibited for giving conditional quotation. If any Architect Consultant is not ready to execute the work on the terms & conditions contained in the quotation documents, he may not to submit his offer. It may be noted that if any Architect Consultant choose to submit conditional quotation inspite of clear directions given above, his quotation shall be summarily rejected and he will be liable for being debarred from tendering in APMC Azadpur for a period of 2 years.**
- 3.14. The tender documents including layout plans are available for inspection of intending tenderers in the office of Executive Engineer. Tenderers shall inspect the same and acquaint themselves with the work to be executed. The Consultants shall have no claim with reference to the scope of work and in respect of the rates offered after acceptance of the tender.

- 3.15. If any tenderer withdraw his offer or request for any modification once the offer is submitted to APMC Azadpur on whatever reason it may be. In that case the Architect Consultant shall be debarred for 5 years for submitting any offer to APMC Azadpur/DAMB.
- 3.16. The Consultant shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception.
- 3.17. The Consultant hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against APMC Azadpur in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.
- 3.18. The Consultant shall indemnify and keep indemnified APMC Azadpur against any such claims and against all cost and expenses paid by APMC Azadpur in defending himself against such claims.

#### **4. Scope of work:-**

**Scope of work under this contract shall generally consist of preparation of Concept plans for redevelopment of Cement godown area, including preparation of architectural and structural design and drawings of three no. sheds (1,2,3), regrading/designing roads, drains for effective drainage system of the entire area for smooth disposal of storm water as per latest codal practices for design of buildings, roads and drains, drainage system etc. complete to the satisfaction of the Engineer-in-charge.**

##### **4.1 Architect Consultant require to provide following services**

The Architect consultant shall base his proposal on DDA/ MCD bye laws and other Govt. regulations/ Building bye-law's of Delhi/ MPD 2021 norms and thus broad concepts acceptable to APMC Azadpur.

- i. Taking/ considering instructions from Secy., APMC Azadpur along with his inputs for preparation of a concept plan with all requisite details as per scope of work or any other details necessary for fundamental requirements of the proposal:-
  - Preparation of bill of quantities (BOQ) for detailed estimates based on prevailing DSR and market rates item supported with quotations and specification of material & analysis of rates.
  - Submission of Working , structural Drawings giving full details as per instructions of Engineer-in-charge.
  - As Built Drawings/ Completion drawings.
  - Preparation of complete working details, schedules, specifications, bill of quantities etc. to describe the whole project adequately for the purpose of placing the main and other subsidiary contracts.
  - Getting structural drawings vetted through independent agency i.e. IIT, Delhi or any other IIT engaged agency within specified time.
- ii. All engineering services required for successful construction & completion of project, comprising following but not limited to the same:-
  - a. Internal & external Electricity, street lighting , electronic & communication systems.
  - b. Storm water drains and rain water harvesting system.
  - c. Water supply system including provision of Raw water, Drinking water.



- d. Fire fighting, Fire protection and Security systems, etc. as per codal practices
  - e. Preparation of Architectural & structural drawings / plans and details in respect of traders, APMC office and other structures likely to demolish and reconstructed including public convenience such as Toilet, urinals, Bath rooms, piaos, dhabas, kiosks in the area.
- 4.2 Scope of work shall also include visit to the sites, no extra remuneration consideration shall be paid for such visits
- 4.2.1 Preparation of drawings and designs sketches plans elevation, sections, perspective etc. and details of work in large scale.
- 4.2.2 Preparation of Preliminary estimate of cost on area basis etc. supported with details of rates adopted as per CPWD norms for obtaining A/A & E/S.
- 4.2.3 Modifying Drawings, above if necessary and obtaining Secy., APMC Azadpur's final approval to the same before submitting to local bodies.

## **5. STRUCTURAL STABILITY**

The consultant shall give Certification regarding Structural stability/safety of the structures, duly signed by an Engineer holding a Masters degree in Structural Engg. and with having valid license in structural Consultant.

## **6 EARTHQUAKE RESISTANT:**

The consultant shall ensure that the building has been designed as earthquake resistant building.

## **7. TERMS & CONDITIONS :-**

- I. The planning & designing of the area shall be carried out w.r.t norms applicable i.e. MCD, DDA & building by laws etc.
- II. 5% security deposit shall be deducted from running bills which shall be refunded on satisfactory completion of work.
- III. Time of completion shall be 90 days from the date of issue of work order.
- IV. The date of start shall be reckoned from 10<sup>th</sup> day after the date of written order to commence work.
- V. Work can be rescinded for non-compliance of instructions after giving notice in writing.
- VI. All inputs required successful execution of this work shall be the sole responsibility of the architect.
- VII. Nothing extra on account of VAT/ Service Tax shall be paid. The rates submitted shall be deemed to include everything.
- VIII. If the Contractor after submission of the Bid(s) i.e. after the Award of Work order fails to abide by the Terms and Conditions of the Tender Document and / or execute the delivery as per the prescribed scope of work given or fail to at any time repudiates the contract, Secy, APMC, Azadpur, shall have the right get the work done from other source(s) at the risk and costs of the contractor. The cost difference between the alternative arrangements and the contractor's bid value shall be recovered from him along with penalty @ 10% and other incidental charges as applicable. Action shall also be taken to Blacklist the Firm from taking Part in future contracts in APMC/DAMB and Delhi Govt., and proceedings shall be initiated against him / his agency.
- IX. Hypothetical and conditional Bids shall not be entertained.

- X. Legal Dispute, if any, arising out of the Bids, shall be subject to the Jurisdiction of the Courts of Delhi only.
- XI. The Secretary, APMC, Azadpur, reserves the rights to terminate the contract at any time if he is satisfied that the Bidder(s) has / have failed to fulfilled the requisite obligations as per the terms & conditions of the contract. The decision of the Secretary, APMC in this regard shall be final and binding.
- XII. In the event of surrender of contract by the Agency during currency of the contract, the right of acceptance or rejection shall solely rest with the Secretary.
- XIII. Tenders are not Transferable, the successful Bidder shall not further subcontract the work to any other contractor.
- XIV. The Architect shall keep the Executive Engineer, APMC, Azadpur, informed of any change in his / her / their address and mobile phone numbers and change in constitution of the firm / company etc ; otherwise any communication sent at the address / phone given to the department shall be deemed to have been received by the contractor. Any Controversy or dispute arising out of this contract shall be referred to the Arbitrator appointed with the approval of Secretary, APMC.
- XV. In addition to above the Terms & Conditions of CPWD 9 shall also be applicable.

## **8. PAYMENT AND REMUNERATION:**

- I. The fee payable to Architect is inclusive of fees payable by the Architect to any other sub Architect and associated Architect/structural engineer and nothing extra shall be payable by APMC.
- II. APMC shall not pay any expenditure to Architect on any local or outstation visit for the purpose of the project. Architect has to bear all such types of transportation and any other expenses.
- III. Architects shall acquaint himself with all the legislation, Court and standards prescribed from time to time with reference to the assignment handled by them.
- IV. The consultant shall have to make all arrangement for any other facility required by his staff at their own cost.

### **SCHEDULE OF PAYMENT**

In consideration of all the services to be rendered by the Consultant/Architect as mentioned above, the deptt. shall pay him the above mentioned fees as per following stages:-

- i. 15% upon after approval of concept plans by the department.
- ii. 20% upon the approval of detailed Architectural & Structural designs and drawings.
- iii. 15% on approval of DPR.
- iv. 30% on fundamental & approval of Estimate, NIT including terms, conditions, specifications etc. complete as per directions of Engineer-in-charge.
- v. 20% after completion of work.

## 9. SCHEDULE OF COMPLETION:

Time schedule for the work shall be broadly as under:-

S. No.	Item/ Stage	Time for completion of activity/ activities stage wise	Over lapping period	Cumulative time activity
Stage-I:-				
1	Conceptual and master planning layout	4 weeks	Nil	4 weeks
2	Submission of layout to statutory authorities			
3	Approval of layout from statutory authorities			
Stage-II:-				
1	Preparation of detailed Architectural and Structural design and drawings and approval.	4 weeks	4 weeks	8 weeks
Stage-III:-				
2	Preparation & approval of DPR	4 weeks	8 weeks	12 weeks

## **10. CONTRACT FEATURES**

### **10. Award of Contract:**

- The Contract will be awarded after successful negotiations with the successful consultants if required.
- Upon successful completion of the negotiations, the Engineer-in-charge will inform the successful bidder about the intention to award the work through a Letter of Intent with a request to deposit Performance Guarantee as described under relevant clause of tender document.
- Upon successful submission of Performance Guarantee by bidder, letter of commencement to start the work shall be issued by the Engineer-in-charge.
- Remuneration received by consultant as per the contract will be subject to tax deductions at source at the rate as applicable at that point of time
- Formal agreement will be drawn by the **Project Engineer-III**

### **11. ADDITION AND ALTERATION**

DAMB shall have the right to make changes, additions, `modifications or deletions in the design and drawing of any part of the work. However for the modification or alteration which does not affect the entire design planning etc. no amount will be payable.

### **12. TERMINATION**

That this agreement may be terminated at any time by DAMB upon giving one month notice to the consultant and in the event of such termination, the Consultants 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 than what is due in terms of this agreement on the date of termination and the employer may make full use of all or any of the drawings prepared by the Consultants.

### **12 ARBITRATION**

In the event of any dispute between the parties hereto arising out of or in any way touching or concerning this agreement (except those the decision where of is otherwise herein before provided for), disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Vice Chairman, DAMB, in charges of the work or if there be no Vice Chairman, the Administrative head of the DAMB. 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 Vice Chairman of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Vice Chairman DAMB or the administrative head of the DAMB, 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 120 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 DAMB shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) 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.

### **13. NUMBER OF DRAWINGS/SETS OF ESTIMATES AND COPYRIGHT**

All estimates, bill of quantities with detailed measurement of details of quantities, detailed designs with calculation, reports and any other details envisaged under this agreement shall be supplied in triplicate and all drawings architectural or other services / utilities (internal and external) would be supplied by the Consultants as required on submission to all the local bodies and other authorities plus sets required by the Employer itself being not less than six sets of prints and one reproducible copy in the same size. If there is any revision of any detail in any drawing for any reason same number of drawings shall be reissued without any extra charge. All the drawings will become the

property of DAMB and it will have the right to use the same anywhere else but only at its own risk and responsibility. In that event, DAMB will pay a royalty to the consultants on mutually acceptable basis.

The drawings cannot be issued to any other person, firm or authority, except to the associates and sub consultants of the Consultants or used by the Consultants for any other project. No copies of any drawings or documents shall be issued to anyone except DAMB and / or his authorized representative.

**14. ABANDONMENT OF WORK**

That if the Consultant abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the employer 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 Employer subject to a maximum of 10% (ten percent) of the total fee payable to the Consultant under this agreement.

Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Consultant shall be entitled to all such fee for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of the agreement.

**15. GUARANTEE**

The Consultants shall agree to re-design at his own cost any portion of his engineering design work, which due to his failure to use a reasonable degree of design skill, shall be found defective within two years from the date of start of regular use of the portion of work affected.

DAMB shall grant right of access to the Consultant of these portions of the work claimed to be defective for inspection.

DAMB may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the above clause.

**16. STRUCTURAL CONSULTANT**

The role of structural consultant shall be to provide optimum support of the building to that end he studies the report pertaining to soil condition, bearing capacity, sub soil water level and advises the architect on the type of structure and foundation needed to support the building moreover preparing schematic structural layout and grid planning to enable the architect to proceed with detailed planning.

Design of structural for foundation, columns, beams, slabs on the basis of analysis.

**17. GENERAL TERMS**



1. The offers shall be valid for 180 days from the date of opening of the financial bids of the parties.
2. The architect should quote their rates in lump sum and it should not be linked with the overall cost of the work.
3. Department reserves the right to reject any or all the offers / bids received, without assigning any reason whatsoever.
4. All the expenses on local travelling in connection with the preparation of the drawings and obtaining approvals shall be borne by the architect at his own and nothing shall be paid by the department.
5. If the architect cum consultant becomes incapacitated physically from acting as the architect as aforesaid, the board after giving 25 days notice may make full use of the drawings and designs furnished by them. In the event of the architect becoming incapacitated, the architect shall be paid for the work done by him upto that date as per appropriate clause as may be determined by the competent authority whose decision shall be final and binding upon the architect.
6. Without prejudice to the rights the architect in respect of any delay or any claim or remedies in respect of any breach of contract and without prejudice to any right or remedy under any of the provisions of the contract or otherwise, the vice – chairman, Delhi agricultural marketing board may determine the contract if in the opinion of vice – chairman, DAMB, there is a breach of any term or conditions of this contract on the part of the architect.
  - a. Provided however, that if the breach is capable of being remedied, the determination of the contract shall not be effected until the engineer – in – charge has served on the architect a notice in writing specifying the particular breach complained of and the architect fails, within such reasonable time as may be mentioned in the notice, to remedy the breach to the satisfaction of the engineer – in – charge.
7. The Board shall after the determination of this contract, be at liberty to engage any architect cum consultant and have the balance work completed. The Board shall also be at liberty to make use of all or any of the drawings prepared by the architect and the details furnished by him.

8. In the event of the board extending the scope of the services to be provided by the architect beyond those envisaged in this contract, the architect shall be paid additional fees as may be mutually decided by the parties, for the extra component only. Under no circumstances consultant should do any additional work without finalization of the fee in writing
9. All notices / orders / directions / approvals to be given by the board under this contract shall be in writing and shall be signed by the engineer – in – charge or any other officer authorized by competent authority.
10. The consultant shall continue to perform his duties diligently notwithstanding the fact that a dispute has arisen, and shall be paid by the Board progressively as per terms of this agreement for the consultancy rendered by him.
11. The Brochure with scope of work and other terms and conditions form part of this agreement.
12. The consultant shall execute the agreement with the department within 30 days (one month) from the date of award of work. If architect cum consultant fails to execute agreement within above mentioned period, the vice chairman, DAMB can determine / cancel award of work issued to the party.

## **18. ACCEPTANCE**

The above tender/Tender (as modified by you as mentioned in the letters mentioned hereunder ) is accepted by me for and on behalf of the Secy., APMC, AZADPUR for a sum of Rs. \_\_\_\_\_  
(Rupees. \_\_\_\_\_)

The letters referred to below shall form part of the this contract Agreement:-

i)

ii)

iii)

for & on behalf of the  
Secy., APMC, AZADPUR

Signature .....

Dated .....

Designation .....

**19. UNDERTAKING**

I / We have read and understood the instructions and the terms and conditions contained in the document. I/ we do hereby declare that the information furnished in the application and in the supplementary sheets from page ..... to page .....is correct to the best of my/our knowledge and belief. It is certified that we have not been blacklisted by any Organization of Government of India including CVC. I / We have neither failed to perform on any agreement nor been expelled from any project or agreement nor have any agreement terminated for breach during the last seven years. I/ We further undertake and confirm that eligible similar work(s) has/have not been got executed through another Architect/ firm(s) on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in APMC, AZADPUR in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer- in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. The undersigned is fully authorized to sign and submit this document on behalf of the Organization. We authorize \_\_\_\_\_ to approach individuals, employers, firms and APMC, AZADPUR to verify our competence and general reputation.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Seal

Place : \_\_\_\_\_

Date : \_\_\_\_\_

**FORM OF BANK GUARANTEE BOND**

In consideration of the Secy., APMC, AZADPUR (hereinafter called "APMC, AZADPUR") having agreed to exempt ..... (hereinafter called the said contractor(s) from the demand under the terms and conditions of Tender No. .... invited for the work of .....

.....  
(hereinafter called "The said tender") part earnest money for compliance of his obligations in accordance with the terms and conditions of the said tender, on production of a irrevocable Bank Guarantee for Rs. .... (Rupees ..... only), we ..... (indicate the name of the bank) (hereinafter referred to as "the Bank) hereby undertake to pay to APMC, AZADPUR an amount not exceeding Rs. .... (Rupees .....only) on demand by APMC, AZADPUR.

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 APMC, AZADPUR 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 APMC, AZADPUR 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 said tender and that it shall continue to be enforceable till all the dues of APMC, AZADPUR under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of APMC, AZADPUR certified that the terms and conditions of the said tender have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We ..... (indicate name of the bank). further agree with APMC, AZADPUR that APMC, AZADPUR 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 tender or to extend time of

tender 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 APMC, AZADPUR against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said tender 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 for-bearance, act of omission on the part of APMC, AZADPUR or any indulgence by APMC, AZADPUR 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 APMC, AZADPUR in writing.
8. This guarantee shall be valid upto ..... unless extended on demand by APMC, AZADPUR. 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.

Date the ..... day of ..... for .....  
.....  
(indicate the name of Bank).

## AFFIDAVIT

I/We have submitted a Bank Guarantee for the work .....  
 .....

(Name of work)

Agreement No. .... dated ..... from  
 .....  
 .....

(Name of the Bank with full address)

to the Vice Chairman ..... with a view to seek exemption  
 from payment of  
 deposit/performance guarantee in cash. This bank guarantee expire on  
 ..... I/We undertake to keep the validity of the bank guarantee intact by  
 getting it extended from time to time at my/our initiative upto a period of  
 ..... months after the recorded. date of completion of the work or as  
 directed by the Engineer-in-charge.

I/We also indemnify APMC, AZADPUR against any losses arising out of non encashment of the  
 bank guarantee, if any.

Note: The affidavit is to be given by the executants before a first class Magistrate

Issued to M/s .....

(Vivek Chauhan)  
 Executive Engineer  
 APMC, Azadpur

(  
 Signature of Contractor / Agency  
 In token of acceptance of description  
 Mentioned under Spot Tender  
 The Signature should be signed by  
 Authorized Signatory along with  
 The seal of the firm

**FORM-A1****PARTICULARS IN RESPECT OF WORK COMPLETED/EXECUTED  
(DURING LAST 7 YEARS)****(ONLY SIMILAR PROJECTS)**

S. No.	Name of the work	Short description of work executed	Name and address of owner/client	Value of work executed In INR In USD	Land Area of the Project	Built up Area of the Project	Date of commencement	Date of completion	Any other relevant information
1									
2									
3									
4									

Note:-

- i. Consultant shall also submit the certificate of satisfactory completion of the work from the respective client along with the copy of award letter/ work order.
- ii. Details enclosed without completion certificate issued by the competent authority shall be treated as Nil experience

Certified that above information is correct.

**Signature of Architect Consultant**



**PARTICULARS IN RESPECT OF WORK IN HAND/ONGOING WORKS****(ONLY SIMILAR PROJECTS)**

Sl. No.	Name of the work	Short description of work executed	Name and address of owner/client	Value of work executed In INR In USD	Land Area of the Project	Built up Area of the Project	Date of commencement	Date of completion	Any other relevant information
1									
2									
3									
4									

**Note:-**

- i. Consultant shall also submit the award letter / work order from the respective clients

Certified that above information is correct.

**Signature of Architect Consultant**

**FORM-B****DETAILS OF PROFESSIONALS/ PERSONALS WITH ARCHITECT CONSULTANT**

S. No .	Desgn.	Total Number	Number available for the work(s) this work	Name	Qualification (Please furnish proof of qualification	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Note:-

- i. For the field of the lead Architect in-house facility is must. For rest of the field the consultant Architect can associate sub-Consultant and willingness of the sub-consultant including MOU shall require to attach and no change will be allowed without the permission of Vice Chairman. Credentials of the associated sub-consultants and their supporting staff duly signed by the sub-consultant and their staff willingness to work on this project are required to submit by the applicant.
- ii. Each page of the CV shall be signed by the individual and authorized representative of the sub-consulting firm.

**Signature of Person**

**Signature of the authorized representative of the firm**

**WILLINGNESS CERTIFICATE OF CONCERNED ASSOCIATE CONSULTANT**

To,

The Project Engineer-III  
Delhi Agricultural Marketing Board  
9, Institutional Area, Pankha Road  
Janakpuri, Delhi-110058

Sub:- Willingness to provide consultancy services for comprehensive integrated planning for  
Development of Market at Mangolpuri of DAMB, New Delhi

S/H:- Consultancy for \* ... ..(mention name of the service)

Dear sir,

I/We hereby give my/ our willingness to work as sub-consultant/ associate consultant  
with M/s ... .. for providing consultancy in the field of ... ..  
... .. for above mentioned work. MOU executed between us and M/s ... ..  
... .. on ... .. specially for the above said work is enclosed hereunder.

In the event if this work is not awarded to M/s ... .. in that case my/  
our consent and MOU may be treated as null & void.

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

Signature of Associate Consultant(s)

Signature of Architect Consultant

Note:-

- i. A sub-consultant can give consent/ can execute MOU for this work with 1 or more Architect/ Consulting firm.**

**DETAILS OF ARCHITECT CONSULTANTS ASSOCIATED WITH THE MAIN  
CONSULTANT/ ARCHITECT**

S. No.	Professional	Name & Address of Architect Consultants	Experience of similar work handled	Important similar work Handled	Since When Associated
1	Architect Consultant.				
2	Town Planner				
3	PHE, Plumbing and Sewerage Consultant/ firm(s)				
4	Electrical works Consulting Firm/ Engineer				
5	Fire Consulting Firm/ Engineer				
6	Traffic and Transportation Engineer / Consulting Firm				
7	Environmental Engineer /Consulting Firm				
8	Structural Engineering /consulting firm				
9	Landscape & Horticulture Architect / Consulting Firm				

Note:-

- i. For field of the lead
- ii. Consultant shall also submit the award letter / work order from the respective clients.
- iii. Name & Address of the consulting firm/ consultant should include its office address, telephone no. including mobile no. of the head consultant, the registration details of sub-consultant.
- iv. After award of work, no sub-consultant listed in offer shall be changed by the Architect consultant/ consulting firm without the written permission of Engineer-in-charge.

Certified that above information is correct.

**Signature of Architect Consultant**

**LIST OF TECHNICAL STAFF**  
**THIS SHALL BE PROVIDED BY THE SUB- CONSULTING FIRM**

S.No	Particular	Name	Designation	Qualification	Experience	Years with the Firm	Experience in similar projects only	Region of project executed	Language spoken

**Signature of the Consultant**

## FINANCIAL TURNOVER

## FORM "D"

[illegible]

Note : Consultant shall submit proof in support of the Financial turnover ( Balance Sheet / CA Certificate /TDS etc )

**Signature of Architect Consultant**

**FORM “E”**

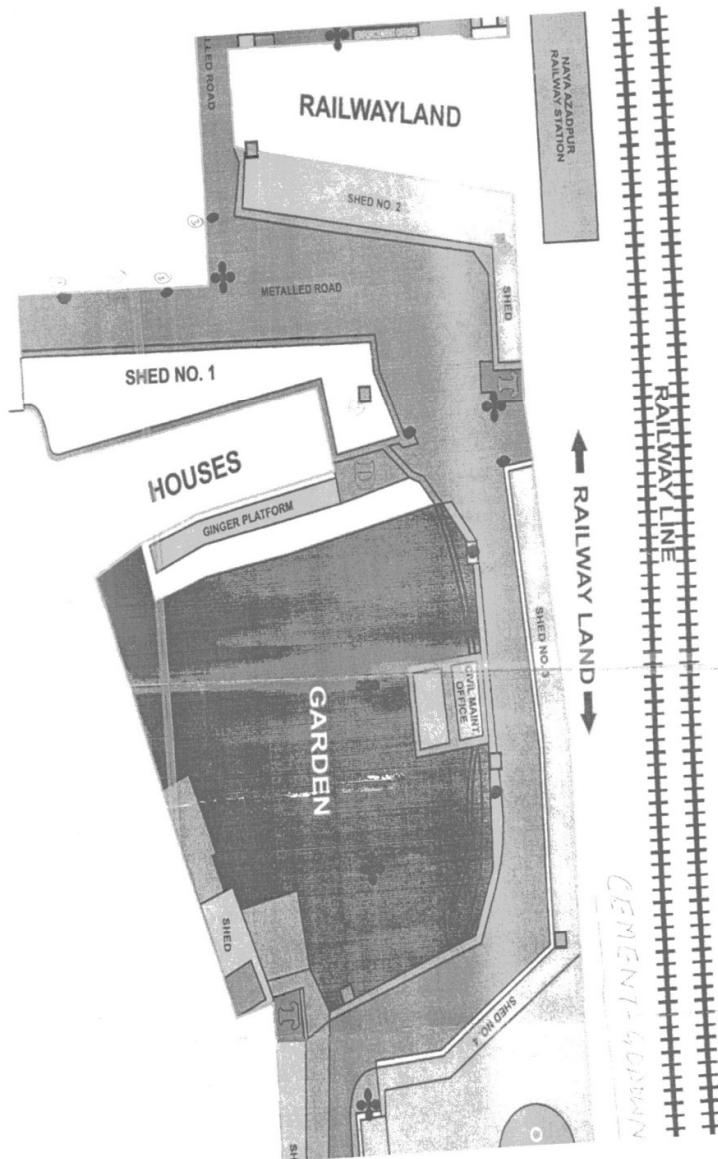
**EMPANELMENT WITH GOVT. / SEMI GOVT. / PSU’S / INTERNATIONAL BODIES  
FOR ARCHITECTURAL CONSULTANCY WORKS**

<b>S.No.</b>	<b>Name of Organization</b>	<b>Category / Classification if any</b>	<b>Date of Empanelment</b>

**Note : Documentary evidence of enlistment shall be submitted by consultant along with the technical bid.**

**Signature of Architect Consultant**

AGE





# Financial Bid

**AGRICULTURAL PRODUCE MARKETING COMMITTEE**  
**(MARKET OF NATIONAL IMPORTANCE)**  
**New Office Complex, NFM Ph.-II, Sarai Pipal Thala, Azadpur, Delhi-110033**

**Earnest Money: Rs. 75000/-**  
**Time of completion:-03 Months**

## Schedule of Quantities

**NAME OF WORK: REDEVELOPMENT OF CEMENT GODOWN AREA, AZADPUR.**

S.N o.	Description of Item	QTY.	UNIT	RATE	AMOUNT
1	<p>Lump-sum fee for architectural services for preparation of plan for renovation of cement godown area, Azadpur which include the following:-</p> <p>Preparation of layout plan and structural details/services for shed no. 1, 2 &amp; 3 ginger shed, roads, footpath, sewerage, drainage system, street lighting, external and internal electrical works, rain water harvesting system etc. and other infrastructure i.e. Dhallow, urinals, piaos etc. as define in scope of work/payment of schedule of tender documents:-</p>	1	Each		

I/we confirm that no escalation will be claimed over and above the agreed lumpsum amount quoted due to any increase in the cost of the Project due to delay in execution or providing some additional services, if required in the aforesaid Project.

**Note:-**

•Lump-sum fees quoted shall be for the entire scope of work mentioned in the tender document.

(Signed for and on behalf of the firm)  
(Authorized signatory of the firm)