



DELHI METRO RAIL CORPORATION LIMITED

Detail Design Consultant (DDC) for Detailed Design of: Architectural,
Planning, Structural, Building Services and E/M Services for the
“Construction of Retail & Commercial Space”
Above underground Metro Station at Netaji Subhash Place

CONTRACT NO: DMRC/PD/Phase-III/NSP/D1 | 2014-15

TENDER DOCUMENTS

VOLUME-1

- Notice inviting tender (NIT)
- Instruction to tenderers (ITT)
- Form of Tender (FOT)
- General conditions of contract (GCC)
- Special conditions of contract (SCC)
- Location Plan & Basic Concept Plan

Handwritten signature

DELHI METRO RAIL CORPORATION LTD.
25 Ashoka Road, Near Patel Chowk Metro Station, New Delhi 110 001

Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

TABLE OF CONTENTS

S.No.	Description	Page
NOTICE INVITING TENDER		
1.	Notice Inviting Tender	1 to 7
INSTRUCTIONS TO TENDERERS		
1.	Proposal	8
2.	Technical Package	9
3.	Delete	10
4.	Financial Package	10
5.	Period of validity of proposal and Tender Security	10
6.	Submittal of Tender	11
7.	Evaluation Procedure	12
8.	Delete	13
9.	Award of contract	13
10.	Performance Guarantee	13
11.	Additional Information	13
12.	Date of completion	13
13.	Rejection of tenders	13
APPENDICES:		
Appendix –1 : Requirement under General Conditions of Contract		15
Appendix –2 : Form of Bank Guarantee for Tender Security		17
Appendix –3 : Form of Bank Guarantee for Performance Guarantee		19
Appendix –4 : Form of Agreement		21

Contract: _____; Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for **“Construction of Retail & Commercial Space”** above underground Metro Station at Netaji Subhash Place

FORM OF TENDER

1.	Annexure-1	24
1.	Annexure-2	25
1.	Annexure-3	26
1.	Annexure-4	27
1.	Annexure-5	28
1.	Annexure-6	29

CONDITIONS OF CONTRACT

1.	Definitions	30
2.	Interpretation	31
3.	Obligations of DDC and Performance Guarantee	31
4.	Change in Constitution	32
5.	Information	32
6.	Decisions	32
7.	Assistance	32
8.	Supply of Personnel	33
9.	Representatives	33
10.	Changes in Personnel	33
11.	Liability of DDC to DMRC	33
12.	Duration of Liability	33
13.	Agreement Effective Date	33

Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

14.	Commencement and Completion	33
15.	Modifications	33
16.	Delays	34
17.	Exceptional Circumstances	34
18.	Abandonment, Suspension or Termination	34
19.	Rights and Liabilities of the Parties	34
20.	Payment to the Consultant	35
21.	Time for Payment	35
22.	Currency of Payment	35
23.	Disputed Invoices.	35
24.	Language and Law	35
25.	Assignment and Sub-Contracts	35
26.	Copyright	35
27.	Conflict of Interest	36
28.	Notices	36
29.	Publication	36
30.	Claims for Loss or Damage	36
31.	Taxes and Duties	36
32.	Conciliation and Arbitration	36
33.	Representative of consultants	37
34.	Priority of Documents	37

Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

35.	Consultants warranty of design	37
36.	Professional Indemnity Insurance (PII)	38
37.	Force Majeure	39

SPECIAL CONDITIONS OF CONTRACT

1.	Definitions	40
2.	Lump Sum Price	40
3.	Language of the agreement	40
4.	Notices	41
5.	Arbitration	42

CONTRACT NO: DMRC/PD/Phase-III/NSP/01/2014-15

TENDER DOCUMENTS

VOLUME-1

INSTRUCTION TO TENDERERS (ITT)

DELHI METRO RAIL CORPORATION LTD.

25 Ashoka Road, Near Patel Chowk Metro Station, New Delhi 110 001



INSTRUCTIONS TO TENDERERS

Contract : _____ : Contract: _____: Detail Design Consultant (DDC) for Detailed Design of: Architectural, Planning, Structural, Building Services and E/M Services for the "Construction of Retail & Commercial Space " above underground Metro Station at Netaji Subhash Place

1. PROPOSAL

- 1.1 The proposal should clearly specify who will be the lead member in the joint venture, consortium or and responsible for communication with DMRC.
- 1.2 A detailed Memorandum of Understanding (MOU) between the members of the joint venture consortium or partnership stating the inter-relationship and division of work between the members should be submitted along with the tender for examination by DMRC. Powers of Attorney from each member shall authorize the lead member to submit the tender and to negotiate the proposal on their behalf.
- 1.3 It should be noted that if any member of the group combines the functions of a consultant or designer with those of a contractor and/or manufacturer, all relevant information must be provided regarding such relationship, along with an undertaking to the effect that the members agree to limit their role to that of a consultant and/or designer to DMRC and to disassociate themselves, their associates/affiliates and/or parent firm from work in any other capacity (including tendering relating to any goods or services for any part of the work) on this work other than that of consultant and/or designer to DMRC.
- 1.4 If, in connection with the performance of the consulting services, any group member intends to borrow, hire temporarily, personnel from contractors, manufactures of suppliers, he must include in his proposals all relevant information about such personnel. In such case, he will be acceptable only if those contractors, manufacturers, and suppliers disassociate themselves from work on this work (including tendering relating to any goods or services for any other part of this work) other than that of consultant.
- 1.5 You are required to confirm and declare in the Tender submittal that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other items of work related to the award and performance of this Contract. You will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount.
- 1.6 The tender will be **ONE** stage process and you are required to submit total **TWO** packages at initial stage:

- "Technical Package" and



- "Financial Package"

2 TECHNICAL PACKAGE

2.1 The technical package, clearly labelled TECHNICAL PACKAGE, will comprise:

- i. Tender Security in original in a separate sealed envelope.
- ii. Issued tender documents Vol. 1 & Vol. 2 duly signed and stamped on each paper.
- iii. Attested copy of Power of Attorney to submit Tender,
- iv. Attested copy of Power of Attorney from each member in case of JV.
- v. The Memorandum of Understanding MOU for the consortium or joint venture in case of more than one member,
- vi. Undertakings according to **annexure 5**, and
- vii. Technical Proposal.
- viii. Copy of latest income tax return filed duly certified by C.A. For foreign based consultants a suitable certified similar document from their country of origin, or a certified statement from their auditors stating that Income Tax/Corporation Tax has been paid will be accepted.
- ix. Financial data according to **annexure 6**

2.1.1 The technical Proposal should cover in detail the following:

The documents required for qualification criteria.

Understanding and comprehension of the work involved.

The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant.

In addition, the technical proposal shall contain:

- i. A detailed overall work program and a bar chart indicating the duration and timing of Assignment of each key staff or other staff member assigned to the project.
- ii. An organization chart together with clear description of the responsibilities of each key staff member within the overall work program.
- iii. A task list of deliverables and delivery period from date of start of consultancy work, and the person responsible or performing the deliverable.
- iv. The name, background, educational qualification and professional experience of each key staff member and associate consultants to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months.
- v. The details of the name, background and CV of any sub-contracted staff who will be employed on the project and associate consultants.
- vi. Software packages, if any proposed to be used for the work.
- vii. Details of design facilities, together with their location.
- viii. **The Offer should cover the entire Scope of Work, as laid out in Appendices and Quality Assurance Plan & SHE conditions enforcement.**

viii. **The Offer should cover the entire Scope of Work, as laid out in Appendices and Quality Assurance Plan & SHE conditions enforcement.**

- ix. No information relating to estimated costs or financial terms of the services should be included in the Technical Proposal.
- x. The design proposals and 3D views shall be the property of DMRC and the architect will not claim any rights whatsoever thereafter.

3 CONCEPT DESIGN SUBMISSION: Deleted

4 FINANCIAL PACKAGE

- 4.1 The financial package, clearly labeled **FINANCIAL PACKAGE** will contain only the Financial Proposal.
- 4.2 The financial proposal, which is Volume-3 of the Tender documents, shall be separately completed and submitted in a separate sealed envelope. The Lump Sum prices entered into the Form of Tender should include all costs associated with the contract. These will cover remuneration for staff, transportation, equipment, printing of documents etc.
- 4.3 Lump Sum price will include all tax liabilities (other than the service tax) and the cost of insurance related to this contract. Service tax shall be paid extra as per the actual.
- 4.4 All payments shall be subject to deduction of tax at source in accordance with the provisions of the Indian Income Tax Acts and any other applicable law.
- 4.5 The tenderer may quote his offer either in Indian Rupees OR in a combination of Indian Rupees and any freely convertible Foreign Currency. The portion in Foreign Currency should be commensurate to actual expenditure in this currency for which the tenderer shall submit a brief justification giving break-up along with his financial offer.

5 PERIOD OF VALIDITY OF PROPOSAL AND TENDER SECURITY

- 5.1 The Tender shall be valid for a period of **180** days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.
- 5.2 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in any one of the following forms:
- (a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in **Appendix-2** to Instruction to Tenderers (ITT).

- (b) Demand Draft / Pay Order / Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial bank based in India,
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

In case of joint venture/consortia, Bank Guarantee or FDR for tender security shall be in the name of joint venture/consortia and not in name of individual members. The Tender Security, in form of Bank Guarantee or FDR shall remain valid _____. The tender security shall be submitted in a sealed envelope clearly marked on top "**Tender Security for Construction of Retail & Commercial Space**" above underground Metro Station at Netaji Subhash Place Delhi.

- 5.3 The "original" of this Tender security is to be submitted in a separate sealed envelope along with Technical Proposal, in the Technical Package envelope at the time of submittal. This envelope will be opened in the presence of the tenderer to determine compliance of this requirement. Offer submitted without the Tender Security or with invalid Bank Guarantees will be rejected outright.
- 5.4 The Tender security of the tenderer will be returned upon receipt of a Performance Guarantee and signing of the Contract as required herein.
- 5.5 Any Tender not accompanied by an acceptable Tender Security shall be rejected by the Employer considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated.
- 5.6 The Tender Security of the unsuccessful Tenderers shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.
- 5.7 DMRC shall forfeit the Tender Security under the following circumstances:
- Withdrawal of tender during period of tender validity
 - Failure to sign the contract if so awarded to the Tenderer.
 - Failure to submit a Performance Guarantee.

Decision of DMRC shall be final and binding in this regard.

6 SUBMITTAL OF TENDER

6.1 Tender submittals comprising of:

- Power of Attorney to submit the Tender
- Original of Tender Security
- Issued tender documents Vol. 1 & Vol. 2 duly signed and stamped on each paper
- Technical Package and
- Financial Package

Late or delayed tender will not be accepted under any circumstances.



6.1.1 Tender will be submitted in two sets one marked "original" and the other marked "Copy". Each set (original or copy) will contain **TWO** packages i.e. **TECHNICAL PACKAGE INCLUDING TENDER SECURITY** and **FINANCIAL PACKAGE** sealed and marked separately. Each set containing the two packages shall be sealed in separate one/two envelopes respectively clearly marked as "Original" and "Copy".

The one/two envelopes respectively shall be wrapped in an out envelope addressed to DMRC with the Contact Number, and the name and address of the Tenderer. **At 15.05 hrs** on the day of submittal of tender the received tender will be checked for completeness of submittal. DMRC will open the envelope containing the Tender Security and the "Technical Package" in front of the tenderer who wish to be present. The Financial Package will be placed into a separate box and held by DMRC. DMRC shall later commence tender evaluation under conditions of confidentiality.

7 EVALUATION PROCEDURE

7.1 Technical Proposal

The evaluation committees appointed by DMRC will, carry out technical evaluation of submitted technical proposal to determine the eligibility of the tenderer and that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected. This process is to ensure that only technically compliant and substantially responsive proposal will be considered. The object of the Technical package is to short-list the tenderers for opening of their financial bid i.e. the financial package of only those tenderers will be **opened who shall be shortlisted as per the prequalification criteria**.

7.2. DMRC will notify the qualified tenderers to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending tenderers.

7.3 Financial Proposal

Financial Proposal shall be opened at the designated date & time in presence of the attending qualified tenderers as laid down in the document:

7.3.1 Tenders determined to be technically acceptable will be checked by the employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the employer as follows:-

a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern and

7.3.2 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

8 HONORARIUM: Deleted

9 AWARD OF CONTRACT

9.1 DMRC is not bound to award the Contract to the tenderer and reserves its rights without incurring any liability to any tenderer. DMRC will not provide reasons for acceptance or rejection of offer or part thereof.

9.2 DMRC will issue a Letter of Acceptance to the lowest evaluated responsive and compliant tenderer. The issue of the Letter of Acceptance shall constitute the formation of the Contract, and the DDC shall commence work immediately thereafter.

9.3 Within one month from the date of issue of the Letter of Acceptance, the tenderer will be required to execute the Contract Agreement for the Detailed Design Consultancy (DDC) services.

9.4 The location of work for the DDC shall be in NCR.

10 PERFORMANCE GUARANTEE

The Performance Guarantee will be **10% of the Contract Price** (including all reimbursable expenses, travel expenses, taxes and Provisional Sums) in the form of a Bank Guarantee issued by a Scheduled/commercial Bank based in India. The pro-forma for the Guarantee is included in these documents. The Performance Guarantee should be submitted within fifteen days after the DDC receives the Letter of Acceptance.

The Performance Guarantee will be valid up to "12" months after the stipulated date of completion of contract and shall be extended if the completion time is extended.

11 ADDITIONAL INFORMATION

Every effort will be made to provide additional information to tenders that has been requested in writing. However, requests for additional information, and any delay in providing information is entirely at tenderer's risk, and shall not be considered as a reason for late delivery of tenders or a reason for delaying the submission of tenders by the stated date.

12 DATE OF COMPLETION

The period of Completion of the services shall be **2 years 10 months** from date of commencement. The completion time has been stipulated based on estimated construction time required. If construction schedule is extended, DDC shall perform the services covered during extended period of construction without any extra cost to be charged from employer. For services to be provided in refer appendix B-4.

13 REJECTION OF TENDERS



13.1 DMRC may reject the tender if it is considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include:

- Incorrect or Fraudulent Power of Attorney
- Incorrect or Fraudulent Tender Security.
- Qualifications relating to the Proposal
- Deviations relating to the Scope of Work
- Incomplete Technical Proposal
- Major inadequacies in the Technical Proposal (See Clause 2)
- Tenderer requires an increase in Tender Offer price during negotiations
- Failure to sign the Contract
- Failure to provide the performance Guarantee.
- Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract.



Appendix-1

[REQUIREMENTS UNDER CONDITIONS OF CONTRACT (GCC & SCC)]

	DESCRIPTION	.REF TO CLAUSE NO.	REQUIREMENT
I	Amount of Tender security	Clause 2.1. of ITT	
ii	Amount of Performance Guarantee	Clause 10 of ITT and 3.2 of GCC	10% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Consultant over and above the contract price, the Performance Guarantee shall be suitably adjusted.
iii	'Date for commencement' of the Works	Clause 1.c of SCC	Date of issue of Letter of Acceptance by DMRC
iv	'Time for completion' of the work from the date of commencement of the work	Clause 1.d of SCC	The whole of the scope of work has to be completed within 34 Months .
V	Liquidated Damages	Clause 1.e of SCC	Amount of liquidated damages according to conditions made in appendix B4
vi	'Duration of Liability' for the whole of the Works	Clause 12 of GCC	12 Months after the date of issue of Completion Certificate for the Whole of the Works.
vii	Amount of Professional Indemnity Insurance (PII).	Clause 36 of GCC	<p>The DDC shall effect and maintain professional Indemnity Insurance(PII) with AOA (any one accident) limit in INR equal to the twice of contract value in respect to all works covered under scope of work to be carried out by, or on behalf of them with AOY (any one year) limit of two incidents in a year. PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to DDC. The insurance which shall ensure the DDC's liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until two years after commissioning of work. It is a deemed accepted condition of contract that the Consultant indemnifies and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc.</p> <p>The employer will not issue final payment certificate until the DDC has produced evidence</p>

			that coverage of Professional Indemnity Insurance has been provided for the aforesaid period. In the professional indemnity insurance policy the deductible amount shall not be more than 5% of AOA limit.
viii	Period in which all insurances have to be effected	Clause 36 of GCC	Within 4 weeks from the "date of commencement"
ix	Contract Key Dates	Clause 16 of the GCC	Requirements as per appendix B4,B5
X	(a) Contractor's Name and Address	Clause 4 of SCC	(Tenderer shall furnish the details)
Xi	(b) Employer's Name and Address	Clause 4 of SCC	Delhi Metro Rail Corporation, 25 Ashoka Road, Near Patel Chowk Metro Station, New Delhi 110 001

Date :

Place :

Signature of authorized signatory of Tenderer



Instructions to Tenderers

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called "the Bank") are bound unto Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs.for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated _____ for (Name of the work as per of NIT) hereinafter called the tender.
AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum ofRs. as Tender Security against the Tenderer's offer as aforesaid.
AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
 - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
 - c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till **10.04.2015.**
 - e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. **THE CONDITIONS OF THIS OBLIGATION ARE:**
 - a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
 - b. if the Tenderer does not accept the correction of his tender price in terms of Clause of the "Instructions to Tenderers".
 - c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity :

- i. fails or refuses to furnish the Performance Security in accordance with Clause of the "Instructions to Tenderers" and/or
- ii. fails or refuses to enter into a Contract within the time limit specified in Clause of the "Instructions to Tenderers".

We undertake to pay to the Employer mere on demand without demur upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name:.....

Address:

Signature of

Authorized Official of the Bank

Name of Official

Designation

Stamp/Seal

of the Bank

Notes:

The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the **Bank Guarantee**

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of (Month & year) between Bank of (Hereinafter called the "Bank") of the one part, and Delhi Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Delhi Metro Rail Corporation Limited has awarded the contract for (Name of work as per of NIT) (Hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period as stated in Clause 12 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

- 10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
- 11. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
 - b) This Bank Guarantee shall be valid up to
 - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1.	Witness 2.
Signature	Signature
Name	Name
Address	Address

FORM OF CONTRACT AGREEMENT

This Agreement is made at New Delhi on the day of(month) 2014 Between Delhi Metro Rail Corporation Limited, 5th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi -110 001 hereinafter called "the Employer" of the one part and (Name & Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that (** certain Goods and Services should be provided and) the Works should be executed, viz.(Name of work as mentioned in NIT) hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein.

This agreement is signed between (for and on behalf of the Employer) and (for and on behalf of the Contractor).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. These documents shall be signed by..... (for and on behalf of the Employer) and (for and on behalf of the Contractor).
 - a) Notice Inviting Tender (NIT)
 - b) Instructions to Tenderers (ITT) (Including Annexure)
 - c) Form of Tender (FOT)
 - d) General Conditions of Contract (GCC)
 - e) Special Conditions of Contract (SCC)
 - f) Location plan & Basic concept plan
 - g) Scope of work
 - h) Financial Package
 - i) Letter of acceptance (LOA)
 - j) Contractor's proposal submitted along with the tender
 - k) Any other item as applicable

The modifications to the tender documents communicated through the Addenda (..... Numbers) issued to the tenderers at the time of tender have been incorporated in the consolidated contract documents. Hence, the Addenda (..... Numbers) are not included in the contract documents. Copies of the Addenda are available with the Employer, Contractor and Employer's Representative. As and when required, they could be referred to and in case of any discrepancy between the corrections/modifications incorporated in the consolidated contract documents and the Addenda, the provision of the Addenda shall prevail.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works

by **..... and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of **..... being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF EMPLOYER

The Employer agrees, subject to the terms and conditions of the Contract Documents, to pay the Consultant the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

6. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

7. JURISDICTION OF COURT

The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SEALED, SIGNED & DELIVERED

By the said(Name) on

By the said(Name) on

behalf of the Employer in the presence of :

behalf of the Contractor In the presence of :

Witness

Witness

Name :

Name :

Address :

Address :

Note :

- * To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** To be deleted if not applicable



CONTRACT NO: DMRC/PD/Phase-III/NSP/01/2014-15

TENDER DOCUMENTS

VOLUME-1

FORM OF TENDER (FOT)

DELHI METRO RAIL CORPORATION LTD.

25 Ashoka Road, Near Patel Chowk Metro Station, New Delhi 110 001



Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

INFORMATION ABOUT DDC

Annexure-1

1	Name and address of the Firm/Co., Including contact/Mobile/Fax/E-mail etc.	
2	Nature of firm/Co., whether Proprietary/Company Partnership (furnish full details)	
3	Year of Establishment	
4	Organization profile, infrastructure facilities, etc.	
5	Name of Main (Principal) with Registration details with council of Architects (Valid certificate to be attached) i) Telephone/Mobile No. ii) Fax No. iii) Email Id.	
6	Name of Partner(s)/Associate(s), if any with their Bio-date	
7	Details PAN No. (Enclose copy of PAN card and latest income tax return filed)	
8	Name & address of the Bankers	
9	Detailed description and value of work done in the past five years and works in hand (to be furnished in the Format given in annexure-2)	YES/NO
10	Details of Resources (manpower, tools and plan)/Infrastructure available (to be furnished in the Format given in annexure-3)	YES/NO
11	Details of registration/empanelment with Govt. Agencies/Bank/FIs/PSUs (to be furnished in the Format given in annexure-4)	YES/NO
12	Undertakings (annexure-5)	
13	Financial Data (annexure-6)	

Signature:
Date:
Name:
Seal:



(Note: please enclose separate sheets/photographs/documents as required.)

Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

Annexure-2

Particulars in respect of similar works executed in the last five years

S. No.	Name of works executed with address	Name and address of the owner/client	Value of work executed	Date of completion	Stipulated time for completion	Actual time taken for completion	Name of Contract or & Contract details	Remarks, if any for variation/delay

Please enclose copies of appointment letter/agreement for each job.



Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

Annexure-3

Details of Resources (Manpower, Equipment & Infrastructure)

1. Details of Manpower

S.No.	Category	Qualification	Experience	Remarks
1.	Architects			
2	Engineers			
3	Associates for specialized jobs			
4	Supervisor/Draughtsman/Other staff			

2. Details of Equipment/Infrastructure:
(Please indicate the infrastructure facilities available viz. Computer, software, plotter, office details, etc.)
3. Any other information.



Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

Annexure-4

Details of Empanelment with other Organization/Department

S.No.	Name and address of institution with contact No.	Registered/empanelled for value of work upto and other details	Date of empanelment and validity	Details of certificate/letter from the Institution/Bank etc. if any

Please enclose letter from the organization where you are empanelled.



Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for **"Construction of Retail & Commercial Space"** above underground Metro Station at Netaji Subhash Place

Annexure-5

- i. Undertaking: That the tenderer (any member in case of JV/consortium) is not involved in frequent litigations during last 5 years. If otherwise, then submit the reasons and the details for the same.
- ii. Undertaking: That the Tenderer (any member in case of JV/consortium) has not paid liquidated damages of 10% or more of the contract value in a contract due to delay or has not been penalised due to any other reason during last five years. If otherwise, then the reasons and the details for the same need to be submitted.
- iii. Undertaking: That the Tenderer (any member in case of JV/consortium) has not suffered bankruptcy/ insolvency during the last 5 years. If otherwise, then the reasons and the details for the same need to be submitted.



Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

Annexure-6

Financial DATA

Applicant's legal name Date

Group Member's legal name Page of Pages

Each Applicant or member of a JV must fill in this form

S.N	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2009-10	2010-11	2011-12	2012-13	2013-14
1	Total Assets					
2	Current Assets					
3	Total External Liabilities					
4	Current Liabilities					
5	Annual Profits Before Taxes					
6	Annual Profits After Taxes					
7	Net Worth [= 1 - 3]					
8	Liquidity [= 2 - 4]					
9	Return on Equity					
10	Annual turnover (from construction)					
	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions:

1. Separate Performa shall be used for each member in case of JV/Consortium
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., 2009, 2010, 2011, 2012 and 2013.
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly verified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

CONTRACT NO: DMRC/PD/Phase-III/NSP/01/2014-15

TENDER DOCUMENTS

VOLUME-1

GENERAL CONDITION OF CONTRACT (GCC)

DELHI METRO RAIL CORPORATION LTD.
25 Ashoka Road, Near Patel Chowk Metro Station, New Delhi 110 001



CONTRACT

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- (i) "Project" means the project named in Special Conditions of Contract.
- (ii) "Services" means the services to be performed by the Detailed Design Consultant pursuant to this contract
- (iii) "Client" means the Delhi Metro Rail Corporation Limited (also referred to as DMRC) which expression shall also include their legal successors and permitted assigns.
- (iv) "Detailed Design Consultant (DDC)" means the party or the group/consortium/joint venture named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
- (v) "Member", in case the Consultant comprises more than one entity means any of the entities. "Members" means all the entities
"Member-in-Charge" means the Member authorized to act on the Members' behalf in exercising all the Consultants rights and obligations towards the Client under their contract.
- (vi) "Party" means DMRC or DDC as the case may be and "parties" means both of them "Third party" means any other person or entity as the context requires.
- (vii) "Agreement" means the Conditions of Service Agreement (GCC and SCC) together with NIT, ITT, FOT Location Plan & Basic Concept Plan, Volume-2 – Scope of Work, Volume-3 – Financial Package, Extracts of Technical Proposal of Tenderer, Extracts of concept design proposal, Addendum (if any), Minutes of Negotiation Meetings (if any), and Relevant Correspondences, Letter of Acceptance and Formal Agreement.
- (viii) "Employer's Representative" means the DMRC or any of its officers nominated by DMRC and notified from time to time, to DDC.
- (ix) "Engineer" means DMRC, or any of its officers by DMRC and notified from time to time to supervise the construction of the work.
- (x) "day" means the period between any one midnight and the next.
- (xi) "month" means the period of one month according to the Gregorian calendar commencing with any day of the month.
- (xii) "Rupees" means the currency of India.
- (xiii) "JBIC" means the Japanese Bank of International co-operation, Japan.
- (xiv) "Sub - Contractor" means the sub-consultant appointed by Consultant with the prior approval of the employer and in accordance with the procedure described in Special Conditions of Contract.

2. Interpretation

- (i) The headings in the Agreement shall not be used in its interpretation.
- (ii) The singular includes the plural; the masculine includes the feminine and vice-versa where the context requires.
- (iii) If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in the Special Conditions of Contract – SCC.

3. Obligations of DDC

3.1 Scope of Services to be performed by the DDC

- (i) DDC shall perform Services relating to the Project. The Scope of the Services is stated in **Appendix A**.
- (ii) DDC shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.
- (iii) Where the Services include the co-ordination between the DDC and other consultants and contractors employed on the Project, the DDC shall provide such co-ordination. The DDC shall obtain, co-ordinate and submit to the Employer's Representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services.

3.2 Performance Guarantee

- (i) As stated in the instruction to Tenderers the DDC shall provide DMRC with a Performance Guarantee for 10% of the Contract Price in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Irrevocable bank guarantee in the prescribed format, given in Appendix-3 of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank.
- (b) Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India.
- (c) Fixed Deposit Receipt of a Scheduled Commercial bank / Post offices based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is



Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

The Performance Guarantee should be valid for a period of 6 (six) months beyond the Defect Liability Period.

- (ii) DMRC reserves the right to forfeit the performance Guarantee amount, in the event of termination of the Services in accordance with **Clause 18 (ii) or (iii)**.

- (iii) In the event of any defect coming to the notice of DMRC within the period of the Defects Liability Period as described in **Clause 12** herein and in the eventuality of the DDC failing to rectify the same, DMRC will forfeit the amount of the Performance Guarantee.

4. Change in Constitution

DDC shall promptly notify DMRC of any changes in the constitution of the DDC. It shall be open for DMRC to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the DDC, or on the addition or introduction of a new partner managing the Project for the DDC without the previous approval in writing of DMRC. But in absence of and until its termination by DMRC as aforesaid, this Agreement shall be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

5. Information

DMRC shall within a reasonable time give to DDC, free of cost, all information which is able to obtain and which may pertain to the Services.

6. Decisions

On all matters properly referred to in writing by DDC, DMRC shall give a decision in writing within a reasonable time.

7. Assistance

DMRC shall assist in:

- (i) Providing DDC unobstructed access wherever it is required for the Services.
- (ii) Providing DDC access to other organization for collection of information.

8. Supply of Personnel

The qualifications and experience of the personnel who are sent by DDC to work on the project shall be acceptable to DMRC. For this, he will submit CVs and qualifications of the experts proposed for DMRC's approval.

9. Representatives

For the administration of the Agreement the DDC shall designate the official or individual to be his representative.

10. Changes in Personnel

If it is necessary to replace any person of DDC, the latter shall immediately arrange for replacement by a person of comparable competence. This shall, however, be done with the approval of DMRC.

11. Liability of DDC to DMRC

DDC shall only be liable to pay compensation to DMRC, arising out of or in connection with the Agreement if a breach of Contract is established against him.

Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach but shall not be more than the Contract value.

12. Duration of Liability

DDC shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in ITT, or such earlier date as may be prescribed by law.

13. Agreement Effective Date

The Contract shall come into effect from the date of issue of the Letter of acceptance.

14. Commencement and completion

The services shall be commenced and completed at the times or within the periods stated in **Part II of the Conditions of Contract** subject to extensions in accordance with the Agreement.

15. Modifications

The contract can be modified in writing on application by either party only by written agreement of DDC and DMRC.



16. Delays

Time is the essence of the Contract. It shall be the bounden duty of the DDC to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays without valid reason for DDC shall be liable to pay liquidated damages according to **appendix B4** of Financial Package.

17. Exceptional Circumstances

If circumstances arise for which the DDC is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly despatch a notice to DMRC.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 7 days for resumption of them.

18. Abandonment, Suspension or Termination By Notice of DMRC

- (i) If DMRC considers that DDC is not discharging his obligations DMRC can inform the DDC by notice stating ground for the notice. If a satisfactory reply is not received within 7 days of receipt of notice by DDC DMRC can by further notice terminate the Agreement provided that such further notice is given within 30 days of the DMRC's former notice.
- (ii) DMRC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to DDC who shall immediately make arrangements to stop the Services.
- (iii) If DDC is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of breach of the Agreement, then DMRC may terminate the services of the DDC as per the procedure given in **Clause 18**.

DMRC may complete the project by whatever method may be deemed expedient and the DDC shall not be entitled to receive any further payment.

19. Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.



20. Payment to the Consultant

- DMRC shall pay the Lump Sum Price to the DDC in partial payments for the performance of services as described in **Appendix B**.

21. Time for Payment

Amounts due to the DDC shall be paid according to appendix (remuneration and payment)

22. Currency of Payment

All payments shall be made in currencies in accordance with **Appendix B2 of Financial Package**.

23. Disputed Invoices

If any item or part of an item in an invoice submitted by the DDC is contested by DMRC, then DMRC shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice

24. Languages and Law

In **Part II of the Conditions of Contract**, there is stated the language or languages of the Agreement, the ruling language and the law to which the Agreement is subject.

25. Assignment and Sub-Contracts

- (i) The DDC shall not, without the written consent of DMRC, assign the benefits from the Agreement other than money.
- (ii) The DDC shall not assign obligations under the Agreement without the written consent of DMRC.
- (iii) The DDC shall not without the written consent of DMRC initiate or terminate any sub-contract for performance of all or part of the Services

26. Copyright

The copyright of all documents and drawings prepared by DDC in performance of the Services under the Agreement shall be vested in DMRC. Provided that the DDC may retain copies of the documentation prepared by them and may use and adapt the contents of such documentation for his own use.

27. Conflict of Interest

Unless otherwise agreed in writing by DMRC, the DDC and his personnel shall have no interest in no receive remuneration in connection with the Project except as provided in the Agreement.

The DDC shall not engage in any activity that might conflict with the interests of DMRC under the Agreement.

28. Notices

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in **Part II of the Condition of Contract**. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

29. Publication

Unless otherwise specified in **Part II of the Conditions of Contract**, DDC, either alone or jointly with others, can publish material relating to the Services. Publication shall be subject to approval by DMRC, if it is within two years of completion or termination of the Services.

30. Claims for Loss or Damage

Subject to **Clause 11**, any claim for loss of damage arising out of breach or termination of the Agreement shall be agreed between DMRC and the DDC or failing the same shall be referred to arbitration in accordance with **Clause 32**.

31. Taxes and Duties

The DDC and their personnel shall pay such taxes (other than the service tax), duties, cess, fees, and other impositions as be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the contract Price. Service tax only shall be paid extra as per the actual.

32. Conciliation and Arbitration

Any dispute or claim arising out of or relating to this Agreement or the breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this contract on any issue whether arising during the progress of the Services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Service Agreement shall in the first place be referred to a mutually agreed sole conciliator to be appointed by DMRC.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.



The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as that of an arbitration award.

The views expressed, or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration Proceedings.

Any dispute that cannot be settled through the Conciliation procedure shall be referred to Arbitration in accordance with the Rules stipulated in **Part II of the Conditions of Contract** in force on the effective date of Agreement.

The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

33. Representatives of Consultants, in case of difference of opinion between the Employer and the Consultant

In the case of difference of opinion between the Employer and the Consultant on any important matters involving professional judgment that might effect the proper evaluation or execution of the project, the Employer shall allow the Consultant to submit promptly to the Employer a written report for consideration.

34 Priority of Documents

The documents forming the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the contractor, and the priority of the documents shall be as follows:

- (i) The contract Agreement
- (ii) The Letter of Acceptance
- (iii) Notice inviting tender
- (iv) Instructions to Tenderers
- (v) Form of Tender
- (vi) Scope of Work
- (vii) The Special Conditions of Contract
- (viii) The General Conditions of Contract
- (ix) The Contractor's Proposal, and
- (x) Any other document forming part of the contract.

35 Consultant's Warranty of Design

- (i) The Consultant shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the consultant's proposal.
- (ii) The consultant warrants that the consultant's proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the consultant's proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at consultant's own cost.
- (iii) The Consultant warrants that the works have been or will be designed to the highest standards available using proven up to date good practice.



- (iv) The consultant shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Consultant's design responsibility and / or warranty set out in this clause.
- (v) The consultant further specified and is deemed to have checked and accepted full responsibility for the consultant's proposal and warrants absolutely that the same meets the Employer's Requirements:
 - a) Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Consultant's Consultants his sub-consultant and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
 - b) Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
 - c) Notwithstanding that the same have been accepted by the Engineer.

The Consultant shall be fully responsible for the drawings, designs etc. & preparing developing and coordinating all design works to enable that part of the works to be constructed and/or to be fully operational in accordance with the contract's requirements.

No claim for additional payment or extension of time shall be entertained and / or the consultant shall not be relieved from any obligation/liability under the contract, for any delay, suspension, impediment to or adverse effect upon the progress of the works due to any mistake, inaccuracy, discrepancy or omission in or between the consultant's the Definitive design and the final design, or any failure by the consultant to prepare any design data or submit the same to the Engineer in due time and consultant to prepare any design data or submit the same to the engineer in due time and the consultant shall promptly make good any such defect at his own cost.

36. Professional Indemnity Insurance (PII)

The DDC shall effect and maintain professional Indemnity Insurance(PII) with AOA (any one accident) limit in INR equal to the twice of contract value payable to DDC in respect of design to be carried out by, or on behalf of them with AOY (any one year) limit of **two incidents in a year**. PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to DDC. The insurance which shall ensure the DDC's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of works, until two years after commissioning of work. It is deemed accepted condition of contract that the Consultant indemnifies and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc.

The employer will not issue final payment certificate until the DDC has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period.



In the professional indemnity insurance policy the deductible amount shall not be more than 5% of AOA limit.

37. Force Majeure

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
- d. In case of doubt, or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- e. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
- f. If the Contract is terminated under this Clause, the Contractor shall be paid fully for the work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract will continue to have effect as such.



CONTRACT NO: DMRC/PD/Phase-III/NSP/01/2014-15

TENDER DOCUMENTS

VOLUME-1

SPECIAL CONDITION OF CONTRACT (SCC)

DELHI METRO RAIL CORPORATION LTD.
25 Ashoka Road, Near Patel Chowk Metro Station, New Delhi 110 001



CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

S.No. GCC Ref. No: Description

1. Definitions

The Project is "Contract : _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

a) 3.2.(i) The Performance Guarantee will be 10% of the Contract Price and shall be submitted within 30 days from date of issue of letter of acceptance.

b) 3.2.(iii) Duration of Liability shall be for a period of 12 months from date of completion of construction work.

c) 13 The date of commencement shall be the date of issue of Acceptance Letter by DMRC.

d) 14 The period of Completion of the services shall be 2 year and 10 months from the date of commencement. The completion time has been stipulated based on estimated construction time required.

e) 16 Liquidated damages shall be incurred for the delivery of documents as indicated in Appendix B-4 of Financial Package.

2. Lump Sum Price

The Lump Sum Price shall cover the sum total of all costs incurred by the DDC for performing the Services. This shall not only include salaries overheads and non-salary expenses, an allowance for contingencies, fees and profits but all other costs and expenses incurred in carrying out the requirements of the Services, and the taxes (other than the service tax), duties, cess, fees and other impositions under the Applicable Laws. Service tax only shall be paid extra as per the actual.

3. Language of the Agreement shall be English.

The Agreement shall be interpreted, construed and governed by the Laws of India.

Contract: _____: Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

4. Notices shall be delivered to:

For DMRC

Attention : CE (PD)-2 DMRC

Delhi Metro Rail Corporation Ltd.,
25 Ashoka Road, Near Patel Chowk,
New Delhi-110001 (India)

For the Consultant:

Attention-----

Facsimile:-----



5.) Arbitration

If the effort to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to Arbitration in accordance with the following provisions:

- (a) Matters to be arbitrated upon shall be referred to a sole Arbitrator where the total value of claims does not exceed Rs. 1.50 millions. Beyond that claim limit of Rs. 1.50 millions, there shall be three arbitrators. For this purpose DMRC will make out a panel of Engineers with the requisite qualifications and professional experience relevant to the field which the Contract relates. This panel will be serving or retired Engineers with the requisite qualifications and professional experience relevant to the field to which the Contract relates. This panel will be serving or retired Engineers of Government Departments or of Public Sector Undertakings.
- (b) For those disputes to be decided by sole Arbitrator, the DMRC shall prepare the panel of three Engineers, out of which the DDC will choose one.
- (c) For those disputes to be decided by three Arbitrators, the DMRC shall prepare the panel of five Engineers. The DDC and DMRC shall choose one arbitrator each and the two so chosen shall choose the third arbitrator from the said panel, who shall act as the presiding Arbitrator of the Arbitration Panel.
- (d) If in a dispute subject to item (b) and (c), the DDC fails to appoint the arbitrator within thirty (30) days after the DMRC has nominated the panel, the DMRC may apply to the Secretary, Indian Council of Arbitration, New Delhi to nominate an arbitrator from the panel of arbitrators, for that dispute.
- (e) If, in a dispute subject to item 32 (c), the two chosen arbitrators fail to appoint the third arbitrator within 30 days after they have been appointed, the DMRC or the DDC may apply to the Secretary-Indian Council of Arbitration, New Delhi, India to nominate the third arbitrator from the panel, for the Matter in dispute.
- (f) In case, three arbitrators are to be appointed, the award by the majority will prevail upon. Neither party shall be limited in the proceedings before such arbitrators/s to the evidence or arguments but there before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall



disqualify him from being called as a witness and giving evidence before the arbitrator/s. The arbitration hearings shall be held in Delhi only. The language of the proceeding, that of documents and communications shall be English and the awards shall be made in writing. The arbitrators shall always give item ten always give item-wise and reasoned awards in all cases where the total claim exceeds Rs. One million

- (g) The reference to arbitration shall proceed notwithstanding that Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration

h) Rules Governing the Arbitration Proceedings

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

i) Interest on Arbitration Award

Where the Arbitration Award is for payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

h) Cost of Arbitration

The Cost of Arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the arbitrator (s) as per the rates fixed by DMRC from time to time



DELHI METRO RAIL CORPORATION LIMITED

Detail Design Consultant (DDC) for Detailed Design of: Architectural,
Planning, Structural, Building Services and E/M Services for the
“Construction of Retail & Commercial Space ”
Above underground Metro Station at Netaji Subhash Place

CONTRACT NO: DMRC/PD/Phase-III/NSP/01/2014-15

TENDER DOCUMENTS

VOLUME-2

SCOPE OF WORK



DELHI METRO RAIL CORPORATION LTD.

25 Ashoka Road, Near Patel Chowk Metro Station, New Delhi 110 001

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

SCOPE OF WORK

1) INTRODUCTION	1
1.1 Purpose of this Document	1
1.2 Brief description of Work:	1
A) Detailed Architectural and Lease Support Services	2
B) Detailed Engineering Design, Building Services, Tender Support Services & Supervision:	2
1.3 Project Back Ground:	3
1.4 Site Context	4
1.5 Approach:	4
1.6 The Tentative drawings of the Project:	4
1.7 The design implication of NSP station:	5
1.8) Broad project brief:	7
2) DUTIES AND RESPONSIBILITIES OF THE DDC	7
2.1) Design Stage	8
2.2) Approval stage:	8
2.3) Lease stage:	9
2.4) Construction and Completion Stage	9
3) SERVICES TO BE PERFORMED BY THE DDC FOR DETAILED DESIGN & CONSTRUCTION	10
CONTRACTS	10
3.1 Available Information	10
3.2 Design Alternatives	10
3.3 Geo-tech Investigation	10
3.4 Civil and Structural Design	11
3.5 Design Submission and Reviews	11
I. Preliminary drawings and documents	11
II. Approval drawings and documents	11
III. Tender drawings and documents	11
IV. Working/ Detailed drawings and documents	11
V. Completion, as built drawings and documents & occupancy certificate	11
VI. Lease Drawings and documents are prepared by the DDC for lease purposes.	11
3.5.2 progress register,	12
3.5.3 Representative.	12
3.5.4 Computer Programs	12
3.5.5 Detailed Design	12
3.5.6 Concept Drawings	12
3.5.7 Issue of Good for Construction drawings	12
3.6 DETAILED SCOPE OF WORK (DISCIPLINE WISE)	13
A) Architectural and Lease Support Services	13
B) Engineering Design, Structural Design and Building Services	13
C) General: Services to be Performed pre, during and post Construction	13
3.6 A) Detailed Scope of work for Architectural and Lease Support Services	14
3.6.1) General:	14
3.6.2) Architectural Services:	15
3.6.3) Lease Support Services:	15
3.6.4) Drawings Prepared by DDC:	16
3.6 B) Detailed Scope of work for Engineering Design, Structural Design and Building Services, Tender documentation and Support Services & supervision	17



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

3.6.5) General:	17
3.6.6) Structural Design & Drawing:	17
3.6.7) Roads	18
3.6.8) Water Supply	19
3.6.9) Sewerage System	19
3.6.10) Storm Water Drainage System	20
3.6.11) Fire Fighting System	20
3.6.12) Electrical and Mechanical Services	20
3.6 C) General: Services to be performed pre, during and post Construction	21
3.6.13) Tender Support Services	21
a. Civil Electrical and Mechanical Works	22
b. Tender Documentation	22
c. Tender support and Amendment to Tender Documents	22
d. Contract Drawings	22
e. BOQ and Quantity Variation	22
f. Contract Drawings	22
3.6.14) Construction Methodology and Site Supervision	22
g. Construction Methods and Temporary Works	22
h. Site Meetings	23
i. Supervision	23
3.6.15) Approvals and Completion from Statuary Authorities with occupancy certificate, data, documentation for approval and as built drawings	23
a) Approval drawings and documents	23
b) Completion certificate from all local bodies and permission for occupation.	23
a) As Built Drawings of the Works.	24
4) STANDARD OF SERVICES	24
4.1 General	24
4.2 Standards and Codes	24
4.3 Extent of Information	24
4.4 Calculations	25
4.5 Original calculations	25
4.6 Drawings Prepared by Construction Contractors and DCC role	25
5) CHECKING PROCEDURES	26
5.1 General	26
5.2 Design Calculations	26
5.3 Drawings and Documents	26
5.4 Certification	26
5.5 Quality Assurance Plan	27
5.6 Quality Audits/Monitoring	27
5.7 Responsibility	27
6) ORGANISATION OF THE DETAILED DESIGN CONSULTANT	27
6.1 General	27
6.2 Performance	27
Annexure- Advertisement	29
Annexure- Services Bifurcation Between NSP UG station and PD area	30
Annexure- NSP Drawing "A& B"	31
7) Annexure -Matrix of Deliverables	33

Contract: _____;Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

SCOPE OF WORK

1) INTRODUCTION

1.1 Purpose of this Document

This document describes the General Scope of Services to be provided for **Detail Design Consultant (DDC) for Detailed Design of: Architectural, Planning, Structural, Building Services and E/M Services for the “Construction of Retail & Commercial Space ” above underground Metro Station at Netaji Subhash Place** including planning and design of Architectural, Civil, E & M, Finishing, Water Supply, Sanitary Installation, HVAC, External Development Works ,Horticulture and landscaping - Design, Tender & Supervision etc. as detailed in document below.

The DDC shall follow acceptable standards and design procedures akin of best industry practice wherever not explicitly mentioned.

1.2 Brief description of Work: Construction of Retail & Commercial Space, “The NSP Retail & Commercial Project” including a possible rooftop multiplex or food court. The consultancy assignment is to be provided for construction of the project on plot having an approx.. area 18,452 sq.m., situated in Delhi. Approximate cost of project is Rs. 102.90 crores.

A) Detailed Architectural and Lease Support Services

State of art commercial or retail building with green logic , customized to be flexible to lease out of spaces including a **possible rooftop multiplex or food court** is to be built above Netaji Subash UG Metro Station .

	Tentative Areas* (In sqm)
Area of plot	18,452
Foot print of PD on Station Box	3798
Tentative FAR	18,452
Area in Basement	4,321
Tentative spatial envelope is a function of the structure arising out of the underground station. It is in the scope of work of DDC to firm up the proposal based on applicable MPD 2021. The quoted fee will be suitably scaled up or down on pro rata basis in relation to the final areas.	

The structure shall be multi-storied RCC Framed structure with basement, Stilt and Upper Floors depending upon the permissible FAR, permissible height and relevant building by-laws. The DDC is to respect the pillars arising out of the station below and designed loads. **“The NSP Retail & Commercial Project” is to be most modern and designed as Green Building system of TERI (GRIHA) with green and energy savings advantages arising out of it say: electricity, HVAC, water cycle, interior space and exterior environment etc.** Certification is not compulsory

According to the mandate given to DMRC, the building is proposed to be leased out, so the design of building and its services should be designed in accordance with ease of lease management. Preparation of Project Information memorandum (PIM) for information of bidders, bringing out the salient features of the proposal and details of services and drawings for handing over to the lessee.

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

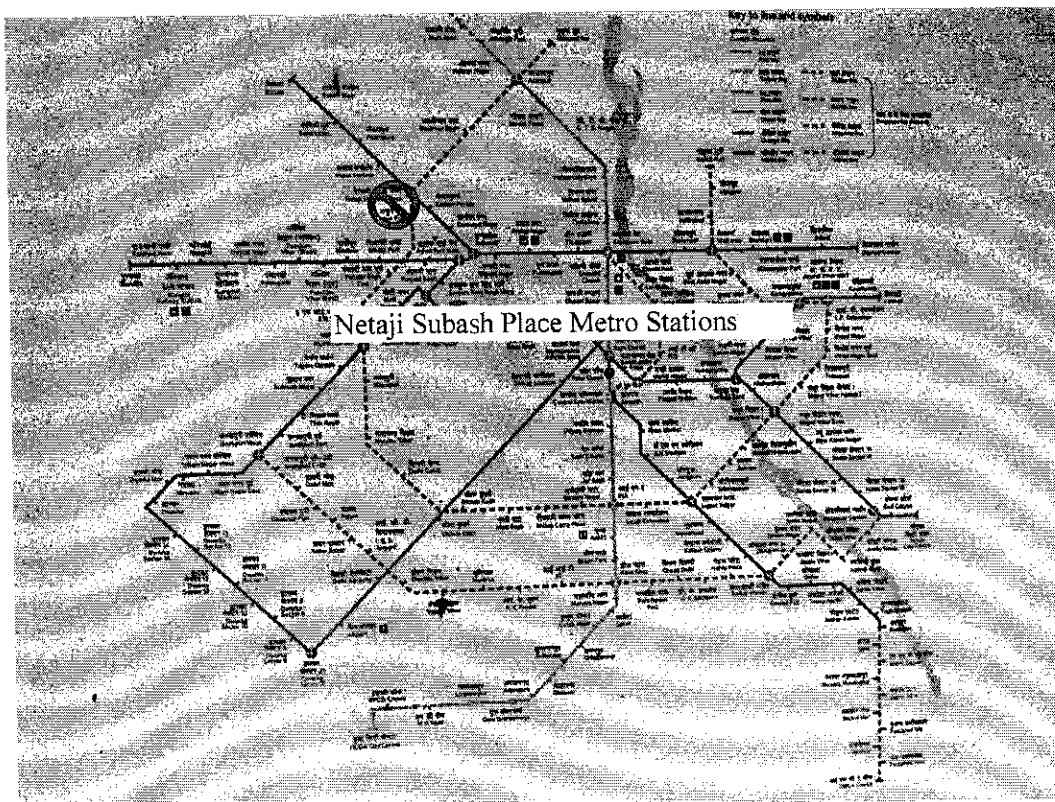
B) Detailed Engineering Design, Building Services, Tender Support Services & Supervision:

The architectural, structure, civil, E/M and building services design, approvals, architectural, structural and engineering drawings, tender documentation and periodic site visit are in the scope of DDC. Only land plan, architectural and structure drawings and services of underground station with basic client's requirement will be provided by DMRC

1.3 Project Back Ground:

Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Urban Development (MoUD) to undertake value capture from property development initiatives for sustainable revenue generation for the DMRC vide its Policy Circular No K-14011/8/2000-MRTS (Pt.) dt 30.3.2009.

In the third phase of Delhi Metro's construction, the DMRC is in the process of building another 140 kilometres of Metro lines which will weave a web of Metro corridors along the city's Ring Road besides connecting with many other localities.



NSP existing and upcoming UG Stations on line-7 (Mukundpur to Yamuna Vihar corridor)

The current "The NSP Retail & Commercial Project", is located on the Line-7 (Mukundpur to Yamuna Vihar corridor of Phase-III) of Delhi Metro Project on Netaji Subhash Place underground Station on Ring road opposite Netaji Subhash Complex in zone H of Delhi Master plan. An existing NSP metro station is functional on the Metro Red-line .

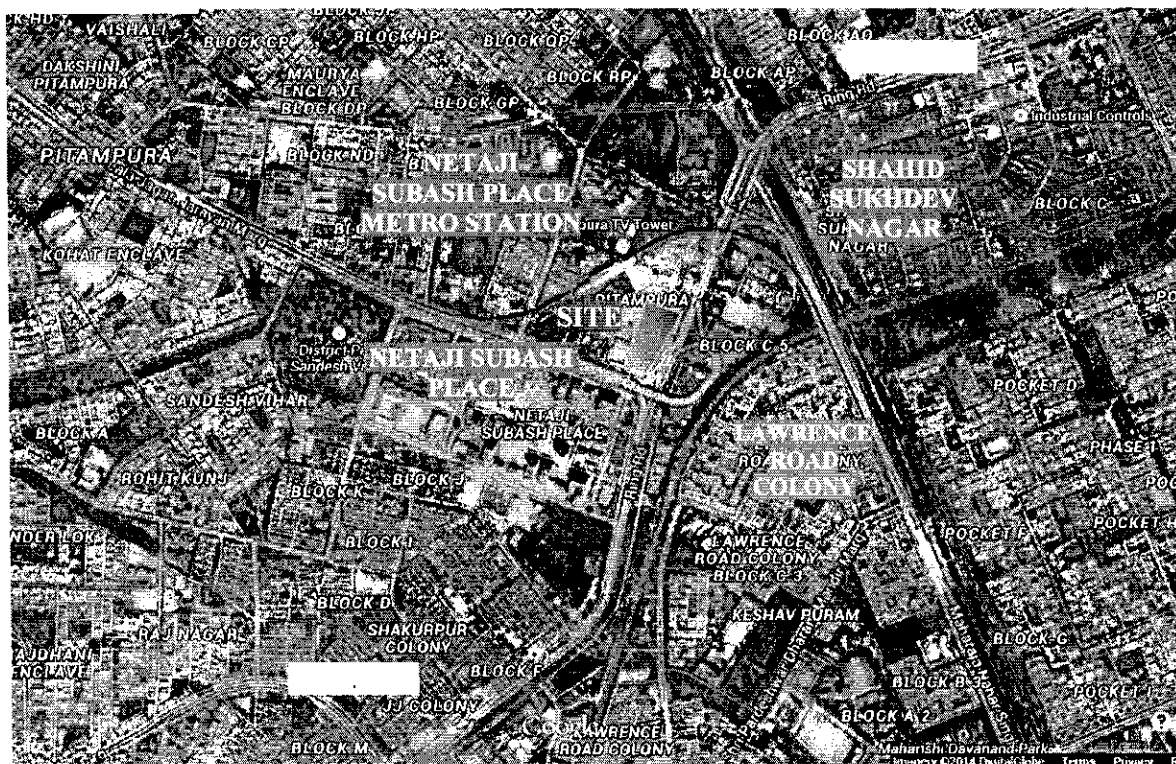


Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

1.4 Site Context

Located in the northwest of Delhi near the existing Netaji Subhash Place metro station, the place is well connected by DTC buses and is located between the Inner and Outer Ring Roads. Not far from NH-1 (G.T Road) and Rohtak Road. The old and under construction station is proposed to be connected at concourse levels through access control passages. Thought has not been given to retail which is by far likely to be fragmented. DDC needs to examine this factor and also address the same, a presentation “CITY LEVEL PROJECTS Netaji Subhash Place Metro Station, Planning, Landscape and Pedestrian Connections Ward Number 53” can be accessed at www.duac.org for closer understanding.

Cardinal Direction	Context
North West	Netaji Subhash Place Metro Station on red line
South	Netaji Subhash Place Complex
East	Lawrence Road Colony Beyond Inner Ring Road
West	Existing Petrol Pump



Context of “the Project”

From this it can be clearly inferred that NSP Project site is located on Ring Road at a very prominent location in the heart of North Delhi, near NH-10 in Pitampura. The environment is a dynamic mix of prominent residential colonies and commercial and office space of North Delhi and is surrounded by densely populated residential area like Pitampura, Lawrence Road and Shahid Sukhdev Nagar etc.



Contract: _____;Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

DMRC is also proposing to develop a state of art commercial or retail building with green logic , customized to be flexible to lease out of spaces including a possible rooftop multiplex or food court is to be built above Netaji Subhash UG Metro Station .

1.5 Approach:

The Vehicular access to site is from Ring Road. The station below is also accessed through underground pedestrian passages from Netaji Subhash Palace Complex on opposite side of Lala Jagat Narain road in south direction and from an existing overhead pedestrian pathway on north corner of the site. Leaving the middle portion of the site unrestricted for property development.

1.6 The Tentative drawings of the Project:

Indicative available Layout, Floor plate Plan and cross section of NSP UG Station Site (*Appended at Annexure- NSP Drawings*)

1.7 The design implication of NSP station:

The DDC is to respect the context of both existing over ground and upcoming underground NSP Metro stations as the proposed property development of DMRC in above upcoming UG station.

Broad implication of existing and upcoming NSP UG Station on design factors of NSP Commercial & Retail Project	
1.	The bus stops, passenger drop-off points & unhindered traffic flow
2.	The circulation cores of station and proposed connectivity
3.	Departure & arrival of commuters
4.	The ventilation shafts
5.	Services shafts
6.	The on & below ground services of Metro
7.	Electrical equipment like DG Sets and cooling towers etc.
8.	Existing trees
9.	Parking
10.	Provision for fire fighting
11.	Structural grid arising from underground station.
12.	Load factor of structural design
13.	NSP Station land

The DDC is to respect the pillars arising out of the station both for spacing and for load factor. Appox. 9 number of longitudinal spans and 2 number of cross span are allocated for the purpose of property development yielding a plate of 125mx 30m appox. The commercial & retail space is above the station



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

footprint which is an operational structure. The structural drawings will be made available to the DDC .The structural grid as a component for design is self-explanatory in the architectural drawings.

Broad implication of NSP UG Station and Lease objective on engineering services design of NSP Retail & Commercial Project	
1.	Safety of the of NSP UG station including services
2.	Services as independent as feasible from station
3.	Evolving a policy for design & metering of services to suit lease O& M.
4.	Accessibility to services for maintenance without disturbing major functions
5.	Factor in interface for systems contractors like E&M, Firefighting & suppression, traction, electrical telecommunication and AFC,
6.	Make provisions for building requirements in accordance with standard codes, practices & requirements of statutory authorities etc. and services connections as per site conditions
7.	Synchronization with building usages and compliance with statutory authorities, licenses/ permits and utility discoms.
8.	Advantage of Green building arising out of it on say electricity, HVAC, water cycle, interior spaces and exterior environment
9.	Recycle & Reuse
10.	Energy saving

(Appended at **Annexure- Services Bifurcation Between NSP UG station and PD area**)

1.8) Broad project brief:

- a) Commercial & Retail building with green logic and customized to be flexible to lease out of spaces including a and a possible rooftop multiplex and food court.
- b) Aesthetical building with instant appeal.
- c) Optimizing usable space in form of plates for maximizing revenue streams
- d) Independence, inbuilt flexibility/ divisibility, privacy and workability of spaces
- e) Design of attractive but efficient entrances, reception, lift and stair lobbies, exits and meaningful integration with upcoming and existing stations.
- f) Indicative furniture layout plans and interior of selective spaces like reception lift lobbies etc.
- g) Design of efficient circulation core(s) including conveniences and facilities like toilets, pantries, housekeeping, firefighting, electrical / communication control and AHU room etc. Provision of toilet / wet requirements possibility on a flexi base.
- h) Design is to be sensitized towards differently abled persons
- i) Proposal for aesthetical but durable architectural finishes of floor, wall, ceiling, door, windows etc. governed by level of finish to be targeted.
- j) Layouts of fittings and appropriate saving devices for water, sanitary and electrical accessories and devices.
- k) Appropriate joinery determined by lighting, ventilation, view, sound control and HV& AC and maintenance issues etc.



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

- l) Building and parking management systems
- m) Efficient communication provision and Secure
- n) Landscaping
- o) SHE standard
- p) Façade Design

Note: The common areas and basement parking are to be finished while the area under lease is likely to be bare shell with connection of common services through dedicated ducts at standard distances with metering analogy. The distribution of same in lease area would be the responsibility of Lessee. . It is in the scope of work of DDC to propose the services model based on sound engineering principals and state of art lease management.



Contract: _____; Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

2) DUTIES AND RESPONSIBILITIES OF THE DDC

2.1) Design Stage

The duties and responsibilities of DDC mainly contain but are not limited to:

- a. The DDC shall perform the Services relating to the Project according to the Generally Accepted Professional Practice. The overall scope of services to be performed by the DDC under this Agreement is more specifically set forth in the agreement
- b. The Consultant shall exercise reasonable skill, care and diligence in the performance of its obligations under this Agreement. The DDC shall always act, in respect of any matter relating to the Services, as faithful advisors to the Client and shall at all times support and safeguard the Client's legitimate interests.
- c. The Client shall not be liable for any action under the Third Party Agreement, obligations under which shall be the sole responsibility of the DDC.
- d. In discharging obligations the DDC shall pay due consideration to relevant applicable laws, rules, codes or regulations.
- e. The DDC shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments.
- f. The DDC shall review and check the correctness and /or accuracy of works performed by Sub-consultants in terms of field surveys, designs and relevant information including interface prepared by them. The DDC shall be fully responsible for the work and services performed by any such Sub-Consultant. The DDC shall vet all the technical drawings/shop floor drawings prepared by the vendors/ contractor.
- g. The DDC shall involve itself in all investigations, meetings, and in any other activities as are or may be necessary for producing the design, drawings and documents to such details that DMRC can go for bidding.
- h. Taking client's instructions and develop the designs.
- i. Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs, site survey etc.
- j. The DDC shall carry out the Services in accordance with its own methods, in compliance with the provisions of the Agreement. Any and all changes necessary to ensure that the DDC's design, drawings and documents conform to the intent and purpose set out in the Agreement shall be made at the DDC's own expense.
- k. The DDC represents that it is a professional and experienced consultant providing full consultancy services, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed, their compliance to standard design codes, accuracy of calculations, design, drawing & detailing and suitability for execution. DDC shall deploy the competent professional for each discipline i.e. architectural, civil & structural and electrical & mechanical works.
- l. The DDC shall be fully responsible for compliance of standard design codes, accuracy of design calculation and drawings detailing and suitability for executing the design and drawings.
- m. The DDC shall be fully responsible for correctness and accuracy of conceptual plans with regard to FAR, Ground Coverage, parking requirement and other building by-laws in force. The consultant



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

shall certify in writing that the designs are in accordance with the up to date & relevant building by-laws.

- n. The DDC shall present the schemes to various local authorities and prepare documents and models as required and necessary for approval of competent authorities, statutory bodies required according to local bylaws, acts and regulations. The office building is above the station footprint which is an operational structure.
- o. Getting all statutory approvals from local, statutory bodies shall be responsibilities of DDC. DMRC shall provide Support if required, DMRC shall bear the cost of statutory fee to be deposited to local bodies/statutory bodies if any.
- p. To provide Detail Design Consultancy services for entire duration of the project till its commissioning & handing over of the building/facilities to lessee.

2.2) Approval stage:

- a. The DDC should prepare all submission detailed drawings and documents taking into account all directions given during the various meetings & upto date applicable provisions in MPD 2021, BBL, other acts, byelaws, law, policies, guidelines, rules, regulations, instructions or all relevant codes, standards and norms etc.
- b. It shall be absolute responsibility of the DDC to obtained approval of detailed submission drawings and documents of the project from all concerned statutory authorities like Fire Dept., DUAC or any other authority, department, commission agency, with a view to carry unhindered construction.
- c. The DDC should prepare all detailed submission drawings and documents taking into account and considering all services; its layouts and detail for prevalent applicable design data's, technology, sizes, numbers, codes, practices, standards, rules, instructions, levels and surveys etc.
- d. It shall be absolute responsibility of DDC to get the drawings approved from all such authorities. All requisite data's/ details required by the authorities for approval of submission drawings shall be provided by DDC including liaison with various authorities and obtaining approvals from them.
- e. It shall be absolute responsibility of the DDC to obtained approval to concept from DUAC or any other authority required for go ahead to the proposal. He shall prepare all drawing presentation and model for the same and all cost on this account shall be deemed to include in the fee.
- f. It shall be absolute responsibility of DDC for undertaking necessary corrections / amendments / modifications, if required, for approvals from Statutory Authorities.

2.3) Lease stage:

The duties and responsibilities of DDC mainly contain but are not limited to:

- q. Modern design and high quality graphics for attraction factor for potential markets.
- r. Factually correct Project Information memorandum to remain on right side of law.
- s. Appropriate services for ease of DMRC / lessee to obtain service level/ business licences/permits.
- t. Legally correct, clear cut area/ space drawings, clearly marking jurisdiction for handing over to the lessee for a hassle free rental/ lease fee.

Contract: _____; Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

- u. Appropriate services rationale to enable O& M and ease of management with profitable revenue stream

2.4) Construction and Completion Stage

The duties and responsibilities of DDC mainly contain but are not limited to:

- a. Issue GFC (Good for Construction) Drawings
- b. To supervise during construction to ensure it according to their scheme as also to resolve co-ordination issues amongst various agencies at work.
- c. Issuing clarifications and attending co-ordination meetings from time to time at site for providing technical guidance during the construction of help DMRC in solving special problems, if any
- d. Studying and finalization of construction/installation methods proposed by contractor including verification of construction shop drawings and recommendation for approval.
- e. Site visits at all key construction and finishing works
- f. Assisting Clients in obtaining from the contractors “As installed Drawings” and as built drawings.
- g. The DDC should prepare all completion detailed drawings and documents
- h. It shall be absolute responsibility of the DDC to obtain completion of detailed completion drawings and documents of the project from all concerned statutory authorities like DDA, Fire Dept., DUAC or any other authority, department, commission agency, with a view to obtain completion and occupancy certificate, taking into account applicable provisions in MPD 2021, BBL, other acts, byelaws, policies, guidelines, rules, regulations, instructions or all relevant codes, standards and norms etc.
- i. The DDC should prepare all detailed completion drawings and documents taking into account and considering all services, its layouts and detail of design data's, technology, sizes, numbers, codes, practices, standards, rules, instructions, levels and surveys etc.
- j. It shall be absolute responsibility of DDC to get the completion drawings approved from all such authorities. All requisite data's/ details required by the authorities for approval of submission drawings shall be provided by DDC including liaison with various authorities and obtaining approvals from them.
- k. It shall be absolute responsibility of DDC for undertaking necessary corrections / amendments / modifications, if required, for approvals of completion from Statutory Authorities and issue of occupancy certificate.

!



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

3) SERVICES TO BE PERFORMED BY THE DDC FOR DETAILED DESIGN & CONSTRUCTION CONTRACTS

3.1 Available Information

The DDC shall study all the available information and drawings issued or made available to it in the Scope of Services, carry out all necessary analysis, and request any further information or data which is necessary for its design development from DMRC which will be provided where available. Since the building is above existing U/G DMRC station the DCC shall have to coordinate with the other agencies and offices of DMRC.

3.2 Design Alternatives

The DDC shall prepare: conceptual design drawings as provided with the Contract with different alternatives about layout, building sizes, type of structure, maintenance equipment and facilities, etc. the object of which should be to optimize construction cost without adversely affecting its functional requirement such as ease of effective maintenance and lease management. Preparation of different alternatives shall be provided within stipulated period and shall not require any extension of design or construction time. Design alternatives so decided shall be presented within **3 weeks** of the date of acceptance of tender. This shall be presented in sufficient detail including:

- A description of the difference between the conceptual design and the proposed design alternative and the comparative advantages and disadvantages of each. Clearly illustrated sketches, drawings, diagrams, calculations, published reports or other means that allows evaluation shall accompany the written description.
- A detailed estimate of the amount of savings in construction cost and/or time
- Relative merit of DDC proposal to highlight revenue earning features and ease of operation maintenance and management of building, spaces and services.
- Once the proposed design is approved by the DMRC, all further work of design development will be prepared as per the approved alternatives

3.3 Geo-tech Investigation

Some of data is likely to be available as the office building is to be constructed on the structure arising out of station so the design of the foundation is not involved. Thus the DDC is to perform all checks and analysis of architectural and structural data of “BCP UG Station” to satisfy himself and take informed decision so that the building and operation of UG Station is not endangered and “The BCP Office Project” building is safe.

3.4 Civil and Structural Design

The DDC shall perform all Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services within the contract limits, including the preparation of calculations, drawings, outline specifications, cost estimates and other documents as required.

Contract: _____; Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

Employer DMRC may check the design itself or engage any other consultant/agency for proof checking of structural design and drawings. Detail Design Consultant shall extend full cooperation to Proof Consultant /DMRC and shall carry out necessary modification and design, drawings as suggested by Proof Consultant /DMRC. In case of any difference in the opinion of Detail Design Consultant and Proof Consultant, decision of Employer shall be final.

3.5 Design Submission and Reviews

3.5.1 Preliminary, Tender and Contract Drawings shall be prepared and issued by the DDC in accordance with the current requirements issued to it by the Employer's Representative (*refer to 7) Matrix Of Design Submission, Reviews & Procedure* for submission of document . All drawings shall be and produced in **A-1 size** using CADD graphic systems compatible with the DMRC system and as approved by the Employer's Representative. Drawings are defined as follows:

- I. **Preliminary drawings and documents** are prepared by the DDC prior to their acceptance by the Employer's Representative as Tender Drawing
- II. **Approval drawings and documents** are prepared by the DDC and approved by the concerned statutory authorities, departments, agencies, commission etc. containing drawings, documentations, letters, instructions, minutes and certificates etc. (including Architectural, Structural, Plumbing, Drainage, E& M and other Development works)
- III. **Tender drawings and documents** are drawings prepared by the DDC and approved by the DMRC which, with other relevant documentation, contain all the information necessary for tendering purposes;
- IV. **Working/ Detailed drawings and documents** are drawings that have been prepared by the DDC from Tender drawings that have been approved by DMRC and which, together with other relevant documentation, will form the construction contract. These Drawings shall be stamped “**issued for Construction**”/ “**Good for Construction**” and will be added or revised as noted in **7) Matrix of Submission, Review & Procedure**
- V. **Completion, as built drawings and documents & occupancy certificate** are prepared by the DDC and approved by the concerned statutory authorities, departments, agencies, commission containing drawings, documentations, letters, instructions, minutes and certificates etc. for completion purposes and occupation certificate. Services level connection certificates. As built drawings are prepared by contractor checked and approved by DDC,
- VI. **Lease Drawings and documents** are prepared by the DDC for lease purposes.



Contract: _____; Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

3.5.2 DDC shall submit to the Employer's Representative as part of a **progress register**, a list showing drawing numbers, titles, scales and the progress status of all drawings planned for inclusion in the documents for obtaining tenders. The format of the progress register shall be as directed by the Employer's Representative. The DDC shall update the register as required. All drawings shall be checked for compliance with design specifications and for accuracy by the DDC's design staff and shall also be subjected to the checking procedures as detailed in **Section 5 thereof**.

3.5.3 Representative. Document produced by the DDC shall be listed as part of the Progress Register.

3.5.4 Computer Programs

The DDC shall submit details and verification of all computer application programs it intends to use to the Employer's Representative for acceptance prior to use in making calculations. These shall include the computer program manuals, input and output printout of a typical example and previous records of its use by the DDC. The DDC may also be required to perform test calculations using the program so that the results may be compared with those obtained by other means.

3.5.5 Detailed Design

The DDC shall prepare detailed design based on the approved conceptual drawings and documents at the design alternative stage. The DDC shall incorporate the relevant seismic criteria and earthquake design as required by design criteria.

3.5.6 Concept Drawings

Commented and approved drawing and documentation is to be taken up for starting the work, a copy of the same to be submitted with the final drawings:

- Concept architecture drawings from Property Development &
- Engineering design and drawings from concerned Design divisions DMRC

3.6.7 Issue of Good for Construction drawings

On approval of final review submission, the DDC shall submit Good For Construction drawings including all categories Civil, Electrical, & Mechanical and deliverable as listed under final review submission. Complete submission shall be made within 18 weeks. This period shall also include review and approval period of 14 working days by Employer Representatives, Review comments and design charges if any shall be incorporated and resubmitted by DDC within a week. This period shall be deemed to be included in the overall period of 18 weeks.

Design Submission, Reviews and Procedure Submission of Documents details are appended at 7) Matrix of Submission, Review & Procedure



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

3.6 DETAILED SCOPE OF WORK (DISCIPLINE WISE)

The scope of work and responsibilities of DDC is successful completion of “**The NSP Retail & Commercial Project**” well within time, is all encompassing from concept, to scheme proposal, statutory approvals, engineering and services design, tender documentation and support services, supervision, completion and obtaining occupation certificate, as built drawings, lease Support services. Also included is Graphics for marketing, Project Information Memorandum, services and area programs for handing over spaces to lessee for building and parking and other components. Consultant shall provide detailed design consultancy involving following scope of services which inter alia include but not limited to:

A) Architectural and Lease Support Services

- a) Architectural Design
- b) Site Development and Landscaping
- c) Presentations, Project Information Memorandum and Lease Support Services

B) Engineering Design, Structural Design and Building Services

- d) Structure
- e) Water cycle including plumbing, water supply, sewerage, drainage, recycle and reuse etc.
- f) EM Services including Fire Fighting Services, HV& AC and Elevators etc
- g) Data , Communication , Security , Parking and Building Management Systems
- h) Preparation of construction methodology and details of temporary works
- i) BOQ, Cost Estimate, Specifications and Tender drawings & documentation with Support services

C) General: Services to be Performed pre, during and post Construction

- j) Approval and completion from Statuary Authorities with occupancy certificate and as built drawings, data, documentation for approval
- k) Issue of Good For Construction (GFC) drawings
- l) Coordinated drawings will be supplied by the consultant for various services(CSDs & SEMs)
- m) Supervision during construction

The DDC is required to provide services by taking clients instructions, broad roadmap, scope of work and instruction laid out on following pages and in this document Including his own know how, professionalism, expertise and experience:--

Contract: _____; Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subhash Place

3.6 A) Detailed Scope of work for Architectural and Lease Support Services

3.6.1) General:

- i. Commercial & Retail building with green logic and customized to be flexible to lease out of spaces including a and a possible rooftop multiplex and food court.
- ii. Aesthetical building with instant appeal.
- iii. Optimizing usable space in form of plates for maximizing revenue streams
- iv. Independence, inbuilt flexibility/ divisibility, privacy and workability of spaces
- v. Design of attractive but efficient entrances, reception, lift and stair lobbies, exits and integration with upcoming and existing stations.
- vi. Indicative furniture layout plans and interior of selective spaces like reception lift lobbies etc.
- vii. Design of efficient circulation core(s) including conveniences and facilities like toilets, pantries, housekeeping, firefighting, electrical / communication control and AHU room etc. Provision of toilet / wet requirements possibility on a flexi base.
- viii. Design is to be sensitized towards differently abled persons
- ix. Proposal for aesthetical but durable architectural finishes of floor, wall, ceiling, door, windows etc. governed by level of finish to be targeted.
- x. Layouts of fittings and appropriate saving devices for water, sanitary and electrical accessories and devices.
- xi. Appropriate joinery determined by lighting, ventilation, view, sound control and HV& AC and maintenance issues etc.
- xii. Building and parking management systems
- xiii. Efficient communication provision and Secure
- xiv. Landscaping also in context of existing stations.
- xv. SHE standard
- xvi. Façade Design

Note:-

- "The NSP Retail & Commercial Project" is to be most modern and designed as Green Building system of TERI (GRIHA) with green and energy savings advantages arising out of it say : electricity, HVAC, water cycle, interior space and exterior environment etc. Certification is not compulsory
- The DDC shall base his proposal on MPD 2021 upto date / unified BBL/ relevant applicable laws, rules, codes or regulations and broad concepts acceptable to DMRC Management.
- The common areas and basement parking are to be finished while the area under lease is likely to be bare shell with connection of common services through dedicated ducts at standard distances with metering analogy. The distribution of same in lease area would be the responsibility of Lessee. . It is in the scope of work of DDC to propose the services model based on sound engineering principals and state of art lease management.

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

3.6.2) Architectural Services:

Architectural Services shall include the detail design of all architectural & landscaping works, preparation of drawings, specifications, cost estimates and other documents as required, in order to obtain tenders and to construct the works. System wise architectural items in the drawings and tender documents shall also include but not limited to:

- a. Architectural Design of building and site development in synchronization with underground station and work plan of other agencies. General arrangement drawings. Area calculations
- b. Details of useful areas, services areas, circulation areas, plinth area, porches, ledges etc.
- c. Indicative furniture layout plans and Interior design of selective places like reception, lift, lobby etc, with electrical layout.
- d. Complete structural and services design and Incorporation in architectural proposal and drawings and thereafter preparing SEM and
- e. Complete roads, landscape, horticulture, irrigation, external works and street lighting in synchronization with work plan of other agencies at site. Boundary wall, check post and fencing if required and incorporation in architectural proposal and drawings.
- f. Complete water cycle with water supply, plumbing, drainage, sanitary, and sewerage design, STP in architectural proposal and drawings. Rooftop and Rain Water Harvesting, etc and incorporation in architectural proposal and drawings..
- a. Complete electrical, LT, HT, HVAC Hi side , Lo side, power back up /UPS, emergency lighting, , solar energy systems Lifts and other mechanical works and incorporation in architectural proposal and drawing.
- g. Complete fire detection, fire protection and security systems etc. in architectural proposal and drawings.
- h. Complete data, communication and telephone system
- i. Complete Building and parking management system
- j. Finishes Schedules; specifications, Elevation treatment floor finishes; wall and column finishes; ceiling systems. railing, barriers and gates
- k. Graphic design and signage.
- l. Metal works like shutters, grills, railings, doors etc
- m. Stair and handrail details;
- n. Joinery: doors, window, ventilators, glazing and frames.
- o. Kitchen, pantry, toilet details.
- p. Details of all Civil and electrical fixtures.
- q. Identification of all fixtures, fittings, plug points, switches & efficient space planning in relation to these wherever required.
- r. Attending coordination meetings
- s. Plans, Sections, Elevations and Details.
- t. Supply of model on wooden base approx. 6'x4' feet plan size, together with such other services as are set out in the general scope of services. The consultant can make layout model with cover of approx. size 3'5" x 5' but then a detail model with cover of building block would be required, so consultant to assess appropriate size(s) and quote accordingly. Fee is inclusive of model with cover.

3.6.3) Lease Support Services:

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

- a. Graphic drawing of high quality for marketing of spaces. Presentation quality drawings, presentation, model and 3-D graphics of interior and exterior for marketing objective and brochure.
- b. Project Information memorandum (PIM) for information of bidders bringing out the salient features of the proposal. Comprising location, locational benefits, infrastructure highlights current and upcoming, connectivity, growth drivers, profile of region, site attributes, development control norm, product mix, with high quality graphic design maps, floor plans, perspective of interior and exterior .
- c. Preparation of details of areas for handing over to the lessee on map & calculations with signature.
- d. Preparation of details of services for handing over to the lessee with signature.
- e. Naming of services and ducts for operation and maintenance for services & parking.

3.6.4) Drawings Prepared by DDC:

As listed in the project scope the DDC is to prepare working drawings of “The BCP office Project”. It is to be clearly understood that the number of drawings cannot be limited to any fixed number for the detailed / execution stage & the appropriate number of drawings shall have to be made as per project requirements & following good engineering practices:

	Drawings	Scale/ or any relevant scale.
	Preparation of detailed working drawings & finalization of the drawings on the basis of DMRC comments.	Appropriate scale
	Develop & draft, detailed construction drawings centered on BCP UD Station layout i.e., plans, elevations, sections & reflected ceiling plans	1:100, 1:50
	Detailing of toilets, staircases, ramps, reception lobbies, cores etc. in consultation with and under guidance of DMRC architects (PD).	1:25
	Preparation of wall sections/ elevations for internal & external walls, indicating the material of finishes & their colors	1:25
	The external wall sections to include elevations indicating the material & color of finishes grooving patterns, along with matching cross section plans of fenestration systems in	1:50, 1:25 or any relevant scale.
	Detailed door , window & joinery schedules including expansion joint details, elevations & cross sectional details for each type	1:25
	Schedule of finishes indicating the materials & color shall be prepared on the basis of room coding & nomenclature.	
	The DDC shall prepare Standard Specifications for architectural standard design elements and for the supply and installation of architectural standard finishes and materials. He shall also include specifications for any site-specific non-standard material that is to be incorporated into the design.	
	The DDC shall present the conceptual schemes to various local authorities and prepare documents and models as required and necessary for approval of competent authorities, statutory bodies required according to local bylaws, acts and regulations.	
	Getting all statutory approvals from local, statutory bodies shall be responsibilities of DDC. DMRC shall provide Support if required, DMRC shall bear the cost of statutory fee to be deposited to local bodies/statutory bodies if any.	



Contract: _____; Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

3.6 B) Detailed Scope of work for Engineering Design, Structural Design and Building Services, Tender documentation and Support Services & supervision

3.6.5) General:

The DDC shall produce suggested construction programs based upon its assumed methods of construction and work sequences. The program shall include interface activities with system-wide and other contractors. The programs shall be submitted to the Employer's Representative for review of compatibility with other programs and for any subsequent amendment as required. The DDC construction implementation schedule shall demonstrate that the design can be constructed within the schedule guidelines of the Contract Documents. This shall include significant schedule milestone events based on logic restraints, reasonable resources, achievable production rates, and solid construction practices. During the design review stages of the approved construction program the Employer's Representative may require the DDC to make adjustments based on the DDC's professional judgment.

3.6.6) Structural Design & Drawing:

- a. Complete structural design and incorporation in drawings with preparation of CSDs & SEM
- b. Thorough study of UG Station architectural, structural and services drawing and proposal and implication on the Project like sound or vibration.
- c. Commented and approved concept drawings are to be taken up for starting the Structural work, a copy of the same to be submitted with the final Structure drawings.
- d. Structure design Basis Report viz. the assumptions to be made in Structure analysis and Design shall be got approved from DMRC before start of the work.
- e. Structural System to be worked out in close co-ordination with Design Division DMRC and internal architectural layout design and the same to be approved before start of Space Frame Analysis.
- f. Coordination with other disciplines (Electrical) for their requirements of the structural elements sizes/ cutouts/ inserts etc.
- g. Conclusion on detailed framing plans based on UG Station structural system, its foundations & designed load for superstructure. The structural system has to be worked out so as to achieve an economical and safe design keeping in view the Serviceability requirements.
- h. Super-structure and sub-structure, Columns, beams, slab etc.
- i. Loads- Complete description of Basic loads, member loads, Earthquake and wind loads including load combinations. This shall also include any special loads like equipment loads, dynamic loads etc. For water containing structures, hydraulic pressures to be considered appropriately.
- j. STAAD / STRAP or any other approved appropriate software analysis modeling the building as appropriate space frame(s) – The structural elements shall be accordingly sized to obtain the optimal designs based on the criteria as decided & approved by DMRC. Appropriate checks for

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

deflections of structure as well as the individual members so as to restrict the same within permissible codal limits. Only Space Frame modeled with Dynamic Input & Analysis will be considered.

- k. Complete structural designs of all elements of sub & super structure. This shall include the designs of beams, columns, slabs, footings/ rafts - so that the design information can be readily converted into the detailed execution drawings.
- l. Detailed execution drawings as well as any revisions there in arising out of site constraints or any other requirements like changes in the other discipline drawings.
- m. Wherever the construction planning has to be specifically suited to certain design requirements, the sequence of construction shall also be identified appropriately.
- n. **All responsibilities concerning with the stability of Structure, Structure drawings, compatibility with architecture drawings, etc. lies with DDC. A Structural Stability Certificate in line with DMRC's requirements/project requirement is also to be finished by the consultant.**
- o. **Relevant codes (latest), standards & the prevailing good engineering practices shall be followed in carrying out the above work. Details/References (of same) shall be furnished so as to facilitate the checking of design calculations etc.**
- p. Employer DMRC may engage any other consultant/agency for proof checking of structural design and drawings, Detail Design Consultant shall extend full cooperation to Proof Consultant and shall carry out necessary modification and design, drawings as suggested by Proof Consultant. In case of any difference in the opinion of Detail Design Consultant and Proof Consultant, decision of Employer shall be final.
- q. Final in principle approved drawings from DMRC are to be signed by two Structural Engineers of consultant Organization before forwarding the same to DMRC
- r. Approval & clearance from DMRC shall be obtained for all the designs & drawings.

3.6.7) Roads

- a. Complete roads, landscape, horticulture, irrigation, external works and street lighting in synchronization with work plan of other agencies at site. Boundary wall, check post and fencing if required and incorporation in and drawings for preparation of CSDs & SEM
- b. Thorough study of UG Station architectural, structural and services drawing and proposal and implication on the Project and proposing in synchronization with scope of other agencies on site .
- c. Planning and designing road layout - Alternative road layout in order to minimize cost and Finding co-ordinates of road center line at the interval of not more than 20 m on straight line and at all and 10m on junctions, curve, turning points.
- d. Alternative road layout to optimize cost of excavation and filling keeping in view the better serviceability.
- e. L-section showing chain age, Ground level, formation level, depth of cut, depth of fill, longitudinal slope, location of culvert etc.
- f. Design of typical road cross in cutting, filling. Depth, camber design etc.

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

- g. Design of horizontal curve, vertical curve, super elevation, retaining wall, culverts and any other works related to road work, if required.
- h. Pavement systems
- i. Planning and designing road drainage system.
- j. Synchronization with other engineering services and landscape design

3.6.8) Water Supply

- a. Complete water cycle with water supply, plumbing, drainage, sanitary, and sewerage design, STP in architectural proposal and drawings. Rooftop and Rain Water Harvesting, etc and incorporation in drawings for preparation of CSDs & SEM.
- b. Thorough study of UG Station architectural, structural and services drawing and proposal and implication on the Project and proposing in synchronization with scope of other agencies on site.
- c. Identification of different source of water and their potential to deliver, river, bore well, etc.
- d. Assessment of water requirement for building and facilities.
- e. Planning and designing of external water supply system –rising main/gravity and branch pipe.
- f. Design of bore well, water treatment plant, underground storage tanks cum pump house.
- g. Planning and designing of internal water supply system for building. Calculation of fixtures unit, size of riser, down take and horizontal pipe. Head loss, Pressure check at delivery point. Storage capacity of terrace tank. Details of valve and fixtures.
- h. Design of water treatment plant, pump house, piping for water supply scheme.
- i. Design and layout drawings of over head tanks over the buildings, including mechanical pipe fittings, valves and connections.
- j. The plumbing drawings shall indicate the size and location of the pipes, details and plan view, and supporting details of equipments and plumbing fitting & fixtures along with locations, legends, notes etc. complete.
- k. Ro System or other purification system for drinking water

3.6.9) Sewerage System

- a. Complete water cycle with sanitary, and sewerage design and incorporation in drawings for preparation of CSDs & SEM .
- b. Thorough study of UG Station architectural, structural and services drawing and proposal and implication on the Project and proposing in synchronization with scope of other agencies on site .
- c. Planning and designing of internal sewerage system. Size, slope and specification of soil pipe, waste pipe, vent pipe. Details of sunken area co- ordination with structural drawings for beam/slab sleeve details. Details of Floor trap, floor drain, FCO and plumbing system.
- d. Assessment of sewage discharge from each building. Design of external sewerage system. Details of Manhole, Gully Trap, Cradle, Junction etc.



Contract: _____; Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

- e. Design of sewage/effluent treatment plant. Process details, Capacity of treatment facilities of sewage / waste water.
- f. Design for Reuse / recycle of waste water.

3.6.10) Storm Water Drainage System

- a. Complete water cycle with drainage, rooftop and rain water harvesting, etc and incorporation in drawings for preparation of CSDs & SEM
- b. Thorough study of UG Station architectural, structural and services drawing and proposal and implication on the Project and proposing in synchronization with scope of other agencies on site .
- c. Design of roof drainage, provision of rain water pipe , gutter etc for disposal of rain water.
- d. Disposal system of storm water beside building / complex.
- e. Storage system of rain water for recycles.
- f. Design of external storm water drainage scheme and final disposal system.
- g. Detailed design of rain water harvesting system.
- h. Formation level of buildings and surrounding areas for surface drainage.
- i. Design for Reuse / recycle of rain water

3.6.11) Fire Fighting System

- a. Complete fire detection, fire protection and security systems etc. and incorporation in drawings for preparation of CSDs & SEM.
- b. Thorough study of UG Station architectural, structural and services drawing and proposal and implication on the Project and proposing in synchronization with scope of other agencies on site .
- c. Identify minimum requirement of fire fighting system as per latest building bylaws and NBC, also considering the local authority guidelines and standards followed by DMRC for buildings in station box.
- d. Design of internal/external firefighting system including main fire ring, yard hydrant, fire tank, pumping system and all other items required as per latest by laws.
- e. Design of internal firefighting system such as wet riser, down comer, first aid hose reel, sprinkler system and all other accessories as per latest code.
- f. All approval of concept drawings/working drawings pertain to the fire safety system from the concerned local authority.

3.6.12) Electrical and Mechanical Services

- a. Complete electrical, LT, HT, HVAC Hi side , Lo side, power back up /UPS, emergency lighting, , solar energy systems, Lifts and other mechanical works, complete data, communication and



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

telephone system, building and parking management system and incorporation in drawings for preparation of CSDs & SEM.

- b. Thorough study of UG Station architectural, structural and services drawing and proposal and implication on the Project and proposing in synchronization with scope of other agencies on site .
- c. The Electrical and Mechanical services shall include the design of all E & M services. The scope shall include the preparation of drawings, outline specifications, cost estimates and other documents, as required. This shall include
- d. Sub Station.
- e. Emergency Power Back up arrangement & its metering and Distribution.
- f. Electrical Distribution including earthing and lightning protection.
- g. Lighting (Indoor & Outdoor) including software simulation
- h. HV&AC
- i. P.A. System
- j. Security System.
- k. Communication System
- l. Lifts etc.
- m. Fire Detection, Fire Protection System& Fire Fighting System

Note:-

Unless otherwise stated the E&M system design shall comply all applicable local regulations issued by the agencies listed below.

1. Indian Electricity Rules
2. Indian Electricity Act
3. National Building Code
4. Central Pollution Control Board
5. Local Bodies
6. Fire services
7. Central Public Works Deptt.
8. National Safety Council

3.6 C) General: Services to be performed pre, during and post Construction

3.6.13) Tender Support Services

a. Civil Electrical and Mechanical Works

The DDC shall prepare and submit to the Employer's Representative, construction cost estimates. These estimates shall be based on quantity take-off from prepared drawings, but where no drawings



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

exist the quantities shall be determined by using similar job information and typical relationship of quantities.

b. Tender Documentation

The Employer's Representative will prepare the Tender Documents. However, responsibility for preparing draft material for these documents in electronic format shall be that of the DDC based on documents prepared by the Employer's Representative. The DDC shall prepare the Bills of Quantities, Special Conditions of Contract and technical drawings and specifications, including the Scope of Work.

c. Tender support and Amendment to Tender Documents

The DDC shall support the tendering process for the proposed tender by assisting the Employers Representative in responding to questions from the tenderer and in preparing addendum, if required. The DDC shall also assist the tender evaluation process, if required..

d. Contract Drawings

The DDC shall submit to the Employer's Representative, prior to the award of construction contract, a complete set of “for construction” contract drawings.

e. BOQ and Quantity Variation

DDC shall take utmost care with full responsibility to ensure that the BOQ and quantities indicated therein conform to actual construction contract requirements and final design approved at 'Good for Construction' drawing stage, within variation limits as prescribed in Tender Documents.

Any variation in quantities beyond specified limits shall be pointed out timely, and the DDC shall be fully responsible for additional contractual cost variations arising on account of design changes.

f. Contract Drawings

Additional contract drawings or revisions to the contract drawings previously issued for construction shall be prepared by the DDC and submitted to the Employer's Representative. Where changes to the contract drawings are required, the DDC shall be responsible for preparing all data related to the detailed design onto drawings to be issued to the Contract. The Employer's Representative will then issue the drawings to the contractor for construction of the Works.

Estimated schedule dates are indicated in **Annexure- B4 Matrix of Schedules Of Payment, Completion Time & Progress Schedule**

3.6.14) Construction Methodology and Site Supervision

g. Construction Methods and Temporary Works

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

The DDC shall review shop and working drawings, material samples and bar bending schedules produced by the Construction Contractor. Furthermore the DDC shall assess, and report to the Employer's Representative, the Construction Contractor's proposed construction methods and temporary works design with respect to their effect on the permanent works. These shall be incorporated in monthly reports to be submitted by DDC.

h. Site Meetings

DDC shall attend weekly site meetings when requested by the Employer's Representative for Design Review, Design Submission, Programme and construction support etc. This shall be covered under construction support activity by DDC for which no extra payments shall be applicable.

i. Supervision

The construction supervision service shall comprise but not be limited during period of construction. The consultants may suggest any other activities required for successful and timely completion with high quality workmanship and with good construction practices. The project should be planned for **completion not exceeding 24 months**. Supervision during construction to ensure it according to their scheme as also to resolve co-ordination issues amongst various agencies at work.

3.6.15) Approvals and Completion from Statuary Authorities with occupancy certificate, data, documentation for approval and as built drawings

a) Approval drawings and documents

Prepared by the DDC and approved by the concerned statutory authorities, departments, agencies, commission etc. containing drawings, documentations, letters, instructions, minutes and certificates etc. DDC is to prepare all submission detailed drawings and documents taking into account all directions given during the various meetings & upto date applicable provisions in MPD 2021, BBL, other acts, byelaws, law, policies, guidelines, rules, regulations, instructions or all relevant codes, standards and norms etc. to obtain approval of detailed submission drawings and documents of the project from all concerned statutory authorities like Fire Dept., DUAC or any other authority, department, commission agency, with a view to carry unhindered construction. He is to prepare all detailed submission drawings and documents taking into account and considering all services, its layouts and detail for prevalent applicable design data's, technology, sizes, numbers, codes, practices, standards, rules, instructions, levels and surveys etc.

b) Completion certificate from all local bodies and permission for occupation.

Prepared by the DDC and approved by the concerned statutory authorities, departments, agencies, commission containing drawings, documentations, letters, instructions, minutes and certificates etc. for completion purposes and occupation certificate. Services level connection certificates. DDC to obtained completion of detailed completion drawings and documents of the project from all concerned statutory authorities like Fire Dept., DUAC or any other authority, department, commission agency, with a view to obtain completion and occupancy certificate, taking into account applicable provisions in MPD 2021, BBL, other acts, byelaws, policies, guidelines, rules, regulations, instructions or all relevant codes,

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

standards and norms etc.DDC should prepare all detailed completion drawings and documents taking into account and considering all services , its layouts and detail of design data's, technology, sizes, numbers , codes, practices, standards, rules, instructions , levels and surveys etc. It shall be absolute responsibility of DDC for undertaking necessary corrections / amendments / modifications, if required, for approvals of completion from Statutory Authorities and issue of occupancy certificate. It shall be absolute responsibility of DDC to get the completion drawings approved from all such authorities. All requisite data's/ details required by the authorities for approval of submission drawings shall be provided by DDC including liaison with various authorities and obtaining approvals from them.

a) As Built Drawings of the Works.

As built drawings are prepared by contractor checked and approved by DDC. The DDC shall review the Contract drawings as revised for as-built information submitted by the contractors to DMRC on a continuous basis prior to the issuance of the Certificate of Completion for the construction contract.

4) STANDARD OF SERVICES

4.1 General

The DDC shall be responsible for the correctness and technical merit of its designs, calculations, drawings and all other documentation prepared by it in carrying out the services.

The DDC shall ensure that qualified and experienced staffs are employed in sufficient number, and that accurate, consistent, clear and easily read drawings and documents are produced in time.

The DDC shall comply with the provisions and procedures covering standards and codes, drawings and calculations outlined in **Section 4 below**

4.2 Standards and Codes

The standards and codes referred to and to be used in the detailed design, drawings outline specifications and documents shall be quoted and the standards used should be made available to the Employer's Representative.

4.3 Extent of Information

All designs and documentation produced by the DDC shall provide sufficient information and detail for tenderers to determine accurately the extent of the Works, and submit firm prices.

Tender and Contract Drawings, Specifications and other information produced by the DDC for construction, or revisions of such documents, shall be submitted to the Employer's Representative, in sufficient time for review and further issuance of a comprehensive package to the Contract. The DDC shall ensure that these documents are produced in a timely manner such that the Construction Contractor is able to plan and execute its works in accordance with the contract, including the construction program.

Drawings for construction shall be in such detail as not to require further design or detailing to be carried out by the Construction Contractor except as provided under **Section 4.6 hereof**. The DDC's drawings shall show or include details of any unusual features of construction and shall include reinforcement drawings.

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

4.4 Calculations

Calculations shall be prepared according to the best professional standards and compiled into sets that relate to particular aspects of design.

Important calculations shall include, but not be limited to, a method statement including

- Calculation for foundations of the structure
- Calculation of the structure, choice of a particular structural system
- Calculation of water supply system layout and other services requirement such as drainage etc.,
- Calculation for area drainage and other utility services

Each set of calculations shall be bound and shall include a cover sheet and index.

A statement certified by DDC's Authorized and Approved Project Manager that the accepted checking procedures, have been carried out in full shall be attached to each set of calculations submitted to the Employer's Representative.

4.5 Original calculations

Shall be submitted to Employer's Representative for proof checking. Each sheet shall be signed in accordance with the requirements. Original calculations shall be returned and retained by the DDC and shall be produced at such times as may be required by the Employer's Representative. The original calculations shall then be handed to the Employer's Representative on completion of the services.

4.6 Drawings Prepared by Construction Contractors and DCC role

Drawings excluded from DDC's scope are preparation of:

- Shop Drawings
- Fabrication drawings
- As Built drawings
- Details of elements of proprietary system.

Drawings prepared by the Construction Contractors are defined as follows:-

Shop Drawings contain information related to the permanent works. The DDC's engineering staff shall check these drawings and a report shall be furnished to the Employer's Representative.

Working Drawings contain information related to temporary works details for the construction of the permanent works. The DDC's engineering staff shall check these drawings and a report furnished to the Employer's Representative.

As Built Drawings depict the completed works that is complete and certified complete. These drawings shall have been reviewed by the DDC and a report furnished to the Employer's Representative. Soft copies should also accompany in CD.



5) CHECKING PROCEDURES

5.1 General

The DDC shall establish a **Quality Assurance Plan (QAP)** and a system of internal checking and approval of all designs, including calculations, drawings and other documents prepared and issued by it, to the Employer's Representative for acceptance.

The purpose of the checking shall be to ensure accuracy and consistency, as well as compliance with current requirements, standards, codes and the requirements of this document. Certification of such a check has been carried out shall be issued to the Employer's Representative with each batch of documentation for acceptance at the final submission and subsequent submissions.

Internal checks shall be carried out by personnel who have experience and competence equal or superior to the originator, but who have not been involved in producing the original design.

5.2 Design Calculations

Each page of design calculations, including any amendments thereto, shall be endorsed as checked and approved prior to issuing to the Employer's Representative by being initialed and dated by both the originator and the checker. The checker shall append a statement explaining the method of checking used.

5.3 Drawings and Documents

Each document and drawing, including any provisions thereto, shall be endorsed as checked and approved prior to issue to the Employer's Representative by being initialed and dated by both originator and checker and signed by Lead Architect /Project Manager or its authorized nominee. In addition to compliance with the requirements of the documentation, each drawing, where appropriate, shall be checked to ensure compliance with the DDC's certified design calculation.

5.4 Certification

A certificate signed by the Lead Architect /Project Manager of the DDC or his accredited representative stating that all drawings and documents have been checked and approved in accordance with the DDC's approval Q.A. Plan shall accompany all documents and drawings issued by the DDC to the Employer's Representative for acceptance.

5.5 Quality Assurance Plan

The Quality Assurance Plan (QAP) shall be submitted by the DDC to the Employer's Representative for approval within two weeks from the date of issue of LOA before any work is submitted by the DDC for approval by the Employer's Representative.

The QAP shall identify the personnel, procedures, instructions, records and forms necessary to implement the plan with the following minimum requirements:

- Certification process of drawings and documents for issue
- Organizational structure;

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “Construction of Retail & Commercial Space” above underground Metro Station at Netaji Subhash Place

- Design Control – including study and design input/analysis;
- Checking of documents;
- Document control;
- Subcontractor control;
- Internal Quality audit; and
- Corrective action
- SHE Conditions

The DDC shall also identify the requirement of Quality Level and incorporate a Quality Level List in the QAP for each construction contract.

5.6 Quality Audits/Monitoring

Quality Audits and monitoring of the DDC's QAO will be conducted by Employer's Representative at intervals commensurate with the DDC's activities.

5.7 Responsibility

Notwithstanding acceptance by the Employer's Representative, the DDC shall remain responsible for the quality of the documents.

6) ORGANISATION OF THE DETAILED DESIGN CONSULTANT

6.1 General

The DDC shall establish an efficient organization for carrying out all services according to programme requirements. The organization shall provide effective management of the tasks of the contract including those that must be carried out concurrently by separate disciplines and teams. The organization shall also ensure that all information that becomes available during the design period is directed to the appropriate design teams and effective checking procedures are continuously maintained to ensure that required standards are met.

Upon its appointment the DDC shall promptly commence setting up its organization to the satisfaction of the Employer's Representative, and shall be housed in Delhi. All work by DDC shall be performed in Delhi unless otherwise approved by DMRC in advance. Team will be headed by a Project Manager assisted by Dy. Project Managers of different disciplines along with other engineers.

6.2 Performance

Notwithstanding any review of its organization structure, staff or manning schedules, the DDC shall remain wholly responsible for providing the services. If, in the opinion of the Employer's Representative, the progress or performance of the DDC's work is seen to be at any time inadequate to meet those requirements, the DDC shall take the necessary steps to improve them on being so notified. If within a reasonable period the DDC has not improved its progress or performance, the DMRC may by written notice, require it to take additional measures, including changes in its organization, at no additional cost to DMRC. Such notice shall in no way be deemed to constitute a waiver of DMRC's rights to terminate the Agreements by reason of the DDC's breach of contract. Failure by the DMRC to

Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

issue such a notice shall not relieve the DDC of its obligation to achieve the required rate of progress and quality of work.



Contract: _____:Detail Design Consultant (DDC) for Detailed Design: Architectural, Planning, Structural, Building Services and E/M Services for “**Construction of Retail & Commercial Space**” above underground Metro Station at Netaji Subhash Place

ANNEXURE- Advertisement



Services Bifurcation Between NSP UG station and PD area

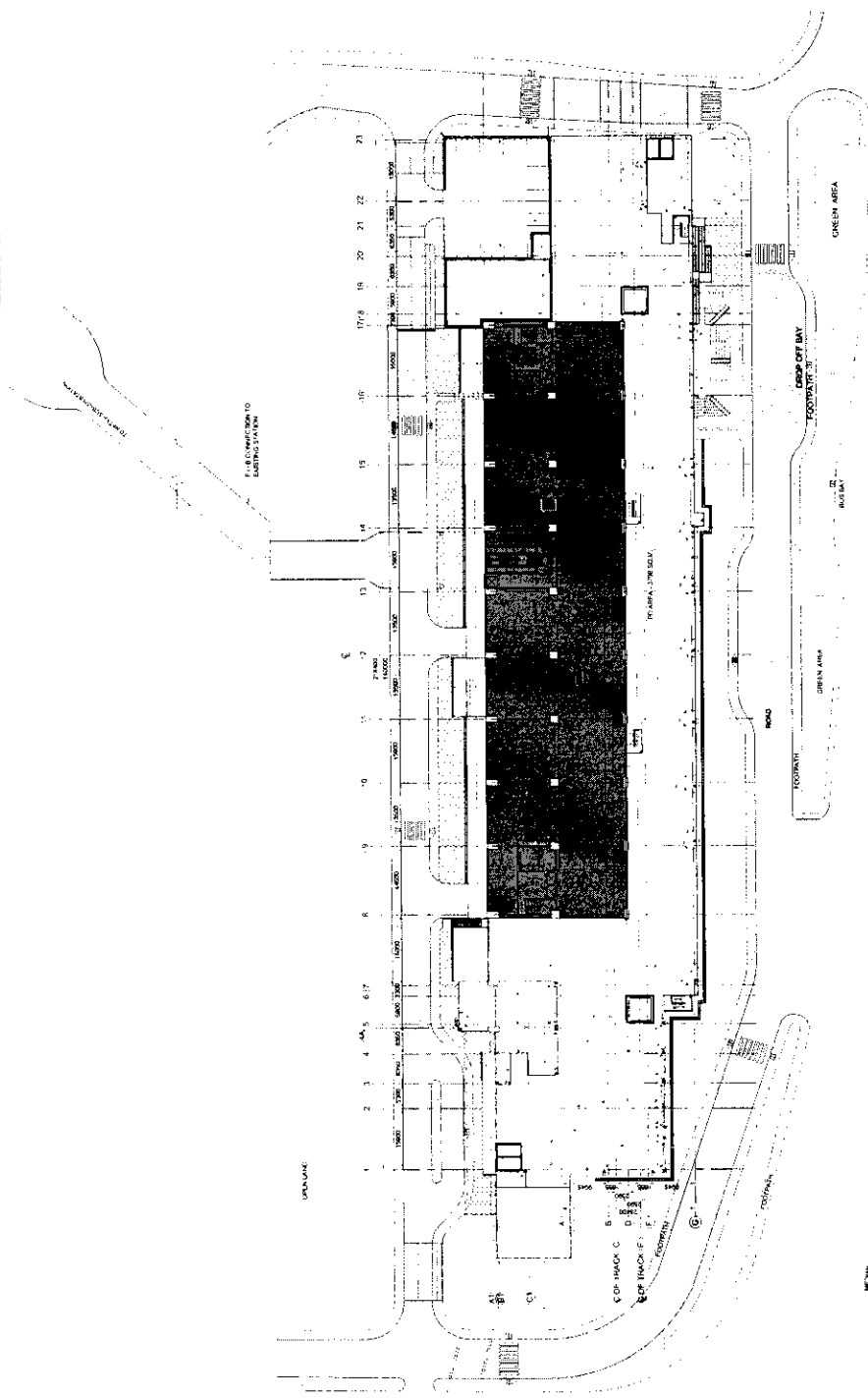
S.No.	Services	NSP UG Station	NSP Office PD
1	Electricity/Power Supply		
	i) External Arrangements like High Side, HT Panel, Substation, Transformer etc.		Space is provided in ASS
	ii) Internal distribution like Low Side, LT Panel, Electrical Load, Load Available etc.		Space for Main LT panel planned in ASS. Distribution to be planned by PD consultant.
2	Power Backup Like generators, UPS		Space has been provided.
3	HV&AC		
	i) External Arrangements like High Side, Chilled Water Supply, Cooling Tower etc.		Space has been provided.
	ii) Internal distribution like Low Side, Ducts etc.		To be done by PD consultant.
4	Fire Fighting		
	i) External Arrangements like Water Tanks, Pumps, Pipe Lines etc.	Water tanks and pumps planned in station ancillary building.	
	ii) Internal distribution like water tanks, ducts, pipe lines etc.	To be done by PD consultant.	
5	Water Supply		
	i) External Arrangements like UG water tanks, capacity pipe line, pumps etc.		Provision kept in pump rooms and water tank
	ii) Internal arrangements like pumps, ducts etc.		To be done by PD consultant.
6	Sewerage distribution and drainage		
	i) External Arrangements like STP, Pipe Line etc.		Provision not kept.
	ii) Internal distribution like Ducts, Pipe Lines etc.		Provision kept in drawing.

Annexure - NSP Drawing 'A'

TOWARDS SHALIMAR BAGH →

NSP STATION
UP LINE CH : 5105.323

← TOWARDS SHAKURPUR



INSERTION PLAN
SCALE 1:500

LEGEND:



PD AREA

TOTAL PD AREA = 3798 X 5 = 18990 SQ.M.

1. ALL DIMENSIONS ARE IN METERS, UNLESS OTHERWISE SPECIFIED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITIES.



DELHI METRO RAIL CORPORATION LTD.

SYSTRA

SYSTRA
DETAILED DESIGN CONSULTANT
SYSTRA CONSULTING INDIA PVT. LTD.
7, NEW PLACE, NEW DELHI - 110 029
PH: 88609 86311 / 88609 86326
SYSTRA SA, 11/AVENUE DES LACS 92000
FRANCE

APPROVAL BY DMRC

DATE

DESIGNED BY

CHECKED BY

DATE

NAME AND DESIGNATION
APPROVED SYSTEMS FOR DMRC

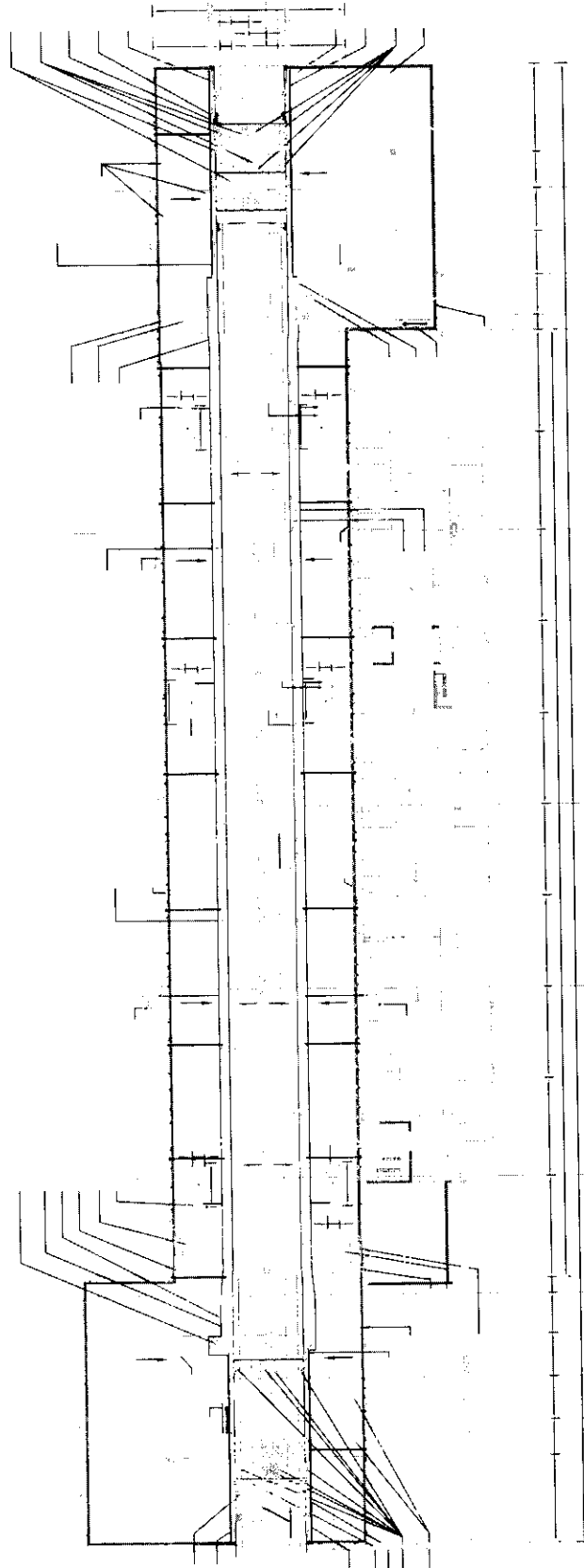
DELHI METRO PROJECT LINE - 7
METAJ SUBHASH PLACE STATION
INSERTION PLAN

CDDP-IR-01D-NSP-ARC-GAD-04101

AT

TOTAL

Annexure - NSP Drawing 'B'



Handwritten signature or initials.

7) MATRIX OF DESIGN SUBMISSION, REVIEWS & PROCEDURE	SUBMISSION OF DOCUMENTS
<p>7.1 Preliminary, Tender and Contract Drawings shall be prepared and issued by the DDC in accordance with the current requirements issued to it by the Employer's Representative. All drawings shall be and produced in A-1 size using CADD graphic systems compatible with the DMRC system and as approved by the Employer's Representative. Drawings are defined as follows:</p> <ol style="list-style-type: none"> I. Preliminary drawings and documents are prepared by the DDC prior to their acceptance by the Employer's Representative as Tender Drawing II. Approval drawings and documents are prepared by the DDC and approved by the concerned statutory authorities, departments, agencies, commission etc. containing drawings, documentations, letters, instructions, minutes and certificates etc. (including Architectural, Structural, Plumbing, Drainage, E&M and other Development works) III. Tender drawings and documents are drawings prepared by the DDC and approved by the DMRC which, with other relevant documentation, contain all the information necessary for tendering purposes; IV. Working/ Detailed drawings and documents are drawings that have been prepared by the DDC from Tender drawings that have been approved by DMRC and which, together with other relevant documentation, will form the construction contract. These Drawings shall be stamped "issued for Construction"/ "Good for Construction" and will be added or revised as noted in IV Below. V. Completion, as built drawings and documents & occupancy certificate are prepared by the DDC and approved by the concerned statutory authorities, departments, agencies, commission containing drawings, documentations, letters, instructions, minutes and certificates etc. for completion purposes and occupation certificate. Services level connection certificates. As built drawings are prepared by contractor checked and approved by DDC, 	<p>Consultant shall prepare an overall schedule of release of drawings as per the format of the limit given by DMRC before start of work.</p> <p>Working drawings for all disciplines (Arch, Civil/structural, PHE, E/M) will be submitted to DMRC for approval.</p> <p>The drawings may undergo minor/major revisions as per requirement of project/ Site condition /Customer and the same shall be carried out by the consultant for all disciplines appropriately in the stipulated price.</p> <p>The DDC shall deliver to the Employer's Representative the drawings and documents as listed, in hard copies as mentioned below and 1 soft copy of each document, as directed by the Employer's Representative.</p> <p>Drafting aspects: All drawings are to be made as per CAD standards adopted by DMRC based on the following:</p> <ol style="list-style-type: none"> a) Directory structure. b) File naming. c) Layer naming. d) Color. e) Pen thickness. <p>Text style & size</p>

	<p>VI. Lease Drawings and documents are prepared by the DDC for lease purposes.</p>	
<p>7.2</p>	<p>Other deliverables as following but not limited to :</p> <ul style="list-style-type: none"> a) The standard of services and checking procedure should be set at minimum bench mark of clause 4 and 5 b) Signed certificate by DDC that all drawings and documents have been checked and approved in accordance with the DDC's approval Q.A. c) Progress register, a list showing drawing numbers, titles, scales and the progress status of all drawings and documents d) All computer application programs for acceptance prior to use in making calculations. These shall include the computer program manuals, input and output printout of a typical example and previous records of its use by the DDC. 	
<p>7.3</p>	<p>Quality Assurance Plan</p>	
<p>1</p>	<p>The Quality Assurance Plan (QAP) shall be submitted by the DDC to the Employer's Representative for approval within two weeks from the date of issue of LOA before any work is submitted by the DDC for approval by the Employer's Representative.</p>	<p>4 copies of the Quality Assurance Plan comprising but not limited to;</p> <ul style="list-style-type: none"> • Certification process of drawings and documents for issue • Organizational structure; • Design Control – including study and design input/analysis; • Checking of documents; • Document control; • Subcontractor control; • Internal Quality audit; and • Corrective action <p>The DDC shall also identify the requirement of Quality Level and incorporate a Quality Level List in the QAP for each construction contract.</p>

7.4	I PRELIMINARY DRAWINGS & DOCUMENTS	
1	<p>Design Alternatives and Architectural Review (Combined for all element of work)</p> <p>Design Alternatives and a preliminary Architectural Review of the DDC's design proposals shall be done within 3 weeks after the Date of Commencement of the Contract. This period shall include Employer Representatives review / approval period of 7 working days. The DDC shall prepare and present drawings describing the architectural design which shall, at a minimum, include:</p>	<ul style="list-style-type: none"> a) Site Plan b) Plan of each floor level with structure c) Reflected ceiling plan at each level d) Sections and Elevations e) Perspective sketches f) Landscape conceptual design g) Services conceptual plan h) Structure conceptual plan i) Any other considered important
2	<p>First Review Procedure</p> <p>The Employer's Representative will complete the Design Review of all details submitted within approximately 7 working days, and furnish the DDC with his review comments either in writing or on marked up drawings. Within 3 days of receiving the comments the DDC shall meet the Employer's Representative to discuss the review comments such that further actions can be determined for the DDC to proceed with its services in a timely and efficient manner.</p>	<p>Within seven (7) days of this meeting the DDC shall deliver to the Employer's Representative 5 copies of the minutes of the meeting together with its responses to all comments.</p>
3	<p>First Review Submission</p> <p>The design, including preliminary drawings and drafts of the proposed bill of quantities and specifications, shall be substantially developed to define the works, including locations, shapes and sizes and submitted to the Employer's Representative for the first Review within 5 weeks.</p> <p>Indicative costs are to be prepared for all design alternatives proposed by DDC. Detailed cost estimate will be required for those design alternatives approved/ adopted by DMRC.</p> <p>The First Review Submission shall include, but not be limited to:</p>	<ul style="list-style-type: none"> 5 full size (A-1) sets of drawings (including 5 additional sets of full size (A-1) utility drawings); 5 half size (A-3) sets of drawings 5 sets of draft Bills of Quantity 5 sets of draft Specification 5 sets of design calculations; 5 sets of Construction Cost Estimates

	<ul style="list-style-type: none"> • Architectural Proposal • Drawings detailed to define the scope of works to be executed; • Technical specifications in sufficient detail of materials and workmanship to permit tenderers to tender for the work; • A design brief for E&M services covering the basis / principles / norms followed for various activities. • Design calculations to reflect the definition and scope of the works to be executed; • An environmental impact mitigation plan. • An outline Construction Program with consideration of alternative construction methods, if appropriate; • A draft description of assumed construction methods, and alternative methods, if considered appropriate; • Bill of Quantities for all the works in sufficient accuracy to be able to proceed to tender, • Construction cost estimates. 	<p>5 copies of the Design Report</p> <p>5 copies of the topographic and field survey;</p>
4	<p>Delivery Tender Drawings, BOQ's, Cost estimate and Specification</p>	
1	<p>These documents comprising of materials for inclusion in tender documents issued to construction contractors viz. tender drawings, BOQ's, cost estimate and specifications etc. shall be submitted complete in all respect after incorporation the first review comment within a week of receipt of final comments.</p>	<p>One full size (A-1) set of mylar reproducible;</p> <p>10 sets of full size (A1) drawings</p> <p>5 half size (A-3) sets of drawings;</p> <p>10 sets of Bills of Quantities</p> <p>10 sets of special specifications</p> <p>5 sets of Cost Estimates</p>
7.4	<p>II APPROVAL DRAWINGS & DOCUMENTS</p>	
1	<p>Approval of Statuary Authorities drawings & documents</p>	
	<p>Approved by concerned statutory authorities, departments, agencies, commission etc. containing drawings, documentations, letters, instructions,</p>	<p>Soft copies in CD, editable and in PDF format</p> <p>5 sets of drawings and documents , size as per approved-</p>

	minutes and certificates etc. Approval of local/statutory authorities.	stamped and signed
7.4	III TENDER DRAWINGS & DOCUMENTS	
1	<p>Final Review Procedure/ Tender drawings & documents</p> <p>The Employer's Representative will complete the Final Review of all details submitted within approximately 7 working days, and furnish the DDC with his review comments either in writing or on marked up drawings. Within 3 days of receiving the comments the DDC shall meet with the Employer's Representative to discuss the review comments such that further actions can be determined for the DDC to proceed with its services in a timely and efficient manner.</p>	<p>Within seven (7) days of this meeting the DDC shall deliver to the Employer's Representatives, 5 copies of the minutes of the meeting together with its responses to all comments.</p>
2	<p>Final Review Submission / Tender drawings & documents</p> <p>The Final Review submission shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Architectural Proposal • Drawings sufficiently detailed to define the Works, complete and checked, including reinforcement drawings; • Combined Services Drawings; (CSDs) • Structural-Electrical-Mechanical Drawings (SEMs); • Design calculations which are indexed and checked; • Design Report and Geotechnical Design Summary Report • Design basis report • A detailed construction programme; • A detailed description of the assumed construction methods; • Construction cost estimates, estimate reconciliations with prior estimates, and back-up data; • Integrated Services Drawings, indicating both existing and proposed services, utilities, structural and architectural elements, electrical and mechanical system, fire protection system and other sanitary and plumbing building services. 	<p>5 full size (a-1) sets of drawings (including 5 additional sets of full size (A-1) utility drawings);</p> <p>5 half size (A-3) sets of drawings;</p> <p>5 sets of design calculation;</p> <p>5 copies of the Design Report'</p> <p>5 copies of the Construction Program;</p> <p>5 copies of the Construction Cost Estimates;</p>

3	<p>Delivery Tender Drawings, BOQ's, Cost estimate and Specification</p> <p>These documents comprising of materials for inclusion in tender documents issued to construction contractors viz. tender drawings, BOQ's, cost estimate and specifications etc. shall be submitted complete in all respect after incorporation the first review comment within a week of receipt of final comments.</p>	<p>One full size (A-1) set of mylar reproducible; 10 sets of full size (A1) drawings 5 half size (A-3) sets of drawings; 10 sets of Bills of Quantities 10 sets of special specifications 5 sets of Cost Estimates</p>
7.4	<p>IV WORKING/ DETAILED DRAWINGS & DOCUMENTS</p>	
1	<p>Issue of Good for Construction drawings/ Contract drawings & documents</p> <p>On approval of final review submission, the DDC shall submit Good For Construction drawings including all categories Civil, Electrical, & Mechanical and deliverable as listed under final review submission. Complete submission shall be made within 30 weeks. This period shall also include review and approval period of 14 working days by Employer Representatives. Review comments and design charges if any shall be incorporated and resubmitted by DDC within a week. This period shall be deemed to be included in the overall period of 30 weeks</p>	
2	<p>Submission of Originals drawings & documents</p> <p>When all the comments of the Final Review submission are incorporated, the submission of originals shall be made to the Employer's Representative. This will consist of all documents prepared by the DDC including the Design report submission. Procedures for review shall follow those of the Final Review.</p>	<p>1 half size (A-2) sets of prints of drawings; 1 copy of Construction Cost Estimates; 2 sets of CDs in AutoCAD format of all drawings; 2 copies of Final Design Summary Report (Vo. 1); 3 sets of Quality Take off Sheets; and 3 sets of floppy diskettes /CD's for construction cost estimates;</p>
3	<p>Delivery of Documents</p> <p>After the Employer's Representative has accepted the submission of the Originals, the DDC shall deliver in electronic format on diskette all Documents</p>	

	<p>prepared by it to the Employer's Representative. Original full size Tender Drawings shall be ready for reproduction. The original documents, typed but not bound, shall have been proof read, reviewed approved and certified, and be ready for reproduction. The DDC shall furnish a complete set of CAD diskettes to the GC, prepared in accordance with requirements within 60 days of the submittal of the original drawings. A CAD File Control Log, which describes the contents of the CAD diskettes, shall also be furnished.</p>	
4	<p>Final Design Summary Report drawings & documents (combined for all element of work)</p> <p>The Final Design Summary Report shall include, but not be limited to:</p> <p>The purpose of this report is to provide a convenient reference to the design and operation of the system. The report shall be based on "As Built Drawings".</p>	<ul style="list-style-type: none"> • Scope of Work; • Work Description • Drawing Index • Key Design Drawings from all disciplines; • Site Plan; • Structural Configuration; • System Operation; • Construction Description; • Design Criteria; • Technical Description • Statutory Complaint Certificates
5	<p>Weekly Progress Meetings</p> <p>DDC will attend weekly progress meetings with DMRC. The DDC will be required to produce:</p> <ul style="list-style-type: none"> • An updated copy of the computerized project schedule and a design chart showing scheduled and actual start and finish dates and estimated percentage completion for each major design activity; • An updated copy of the Progress Register showing the titles and status of all drawings and documents; 	

7.4	V COMPLETION , AS BUILT DRAWINGS & DOCUMENTS & OCCUPANCY CERTIFICATE	
1	Completion formalities drawings & documents	
	Approved completion by concerned statutory authorities, departments, agencies, commission etc. containing drawings, documentations, letters, instructions, minutes and certificates etc.	1 copy of Soft copies in CD, editable and in PDF format 5 sets of drawings and documents , size as per approved-stamped and signed
2	Submission of "As Built" Drawings & documents	
		Three sets of "As Built" Drawings endorsed by the DDC, 5 Sets of Final Design Summary Report (Vol.- 2)
7.4	VI LEASE DRAWINGS & DOCUMENTS	
1	Lease	
		1 copy of Soft copy of PPT 1 copy of Soft copy of high quality 3-D graphics of interior and exterior in TIFF format in CD and 1 copy each on sun board 5 copies of Project Information memorandum (PIM (A-4) in color 5 copies of drawing showing details of hand over areas to lessee with calculations and signature. 5 copies of Details of services of hand over to lessee with calculations and signature. (A-4)



DELHI METRO RAIL CORPORATION LIMITED

Detail Design Consultant (DDC) for Detailed Design of: Architectural,
Planning, Structural, Building Services and E/M Services for the
“Construction of Retail & Commercial Space ”
Above underground Metro Station at Netaji Subhash Place

CONTRACT NO: DMRC/PD/Phase-III/NSP/01/2014-15

TENDER DOCUMENTS

VOLUME-3

FINANCIAL PACKAGE

APPENDIX - B1 – FINANCIAL PROPOSAL

APPENDIX – B2 – FORM OF FINANCIAL PROPOSAL

APPENDIX B3, B4 & B5– SCHEDULE OF PAYMENTS, COMPLETION TIME / PROGRESS

DELHI METRO RAIL CORPORATION LTD.

25 Ashoka Road, Near Patel Chowk Metro Station, New Delhi 110 001

CONTRACT

FINANCIAL PROPOSAL

FROM

TO

Delhi Metro Rail Corporation Ltd. --
25 Ashoka Road,
Near Patel Chowk Metro Station,
New Delhi – 110001.

Sir,

Subject: Contract: _____:Contract: _____:Detail Design Consultant (DDC) for Detailed Design of: Architectural, Planning, Structural, Building Services and E/M Services for the "Construction of Retail & Commercial Space" above underground Metro Station at Netaji Subash Place.

I/We----- Consultant/consultancy firm herewith attach Appendix – B2 the Lump Sum Price Proposal for selection of my/our/organization as Detailed Design Consultants for above mentioned Contract No. _____

Yours faithfully,

Signature-----

Full Name-----

Designation-----

Address-----

(Authorized Representative)

Note: If the Consultant consists of more than one entity, they should also appear as signatories or submit the POA in favor of the authorized signatory



CONTRACT

FORM OF FINANCIAL PROPOSAL

To

Delhi Metro Rail Corporation Ltd.,
25 Ashoka Road, Near Patel Chowk,
New Delhi – 110001

GENTLEMEN

Having examined the Tender Documents for Contract No. _____ as set out in your Notice of Invitation to Tender, Instructions to Tenderers, the Conditions of Contract and the matters set out in the other tender documents we undertake to carry out consultancy work as per scope of services given and detailed in tender documents at the lump sum price as submitted in the next page. We understand that the quoted fee can be suitably scaled up or down on pro rata basis in relation to the final areas.

*(The tenderer may quote his offer either in Indian Rupees OR in a combination of Indian Rupees and any freely convertible Foreign Currency. The portion in Foreign Currency should be commensurate to actual expenditure in this currency for which the tenderer shall submit a brief justification giving break-up along with his financial offer. The Lump Sum amount quoted in Indian Rupees by the tenderer shall be distributed in the manner specified in Appendix B-3, B-4, B-5 & B-6 of Financial Package for all purposes. The amount quoted in Foreign Currency will be distributed in the manner as proposed by the Tenderer after award of work **subject to the justification by the tenderer that the Foreign Currency should be commensurate to actual expenditure against the items of Financial Package with the approval of DMRC.**)*



Contract: _____: Detail Design Consultant for _____ (herein called Design Consultant) for Planning, Design and Construction of "Metro & Commercial Space" metro and regional station at New Delhi metro station.

Lump Sum Price				
Item of Work	Lump Sum Price in INR (In figure)	Lump Sum Price in INR (In words)	Lump Sum Price in any freely convertible Foreign Currency (In figure)	Lump Sum Price in any freely convertible Foreign Currency (In words)
<p>Detail Design Consultant (DDC) for Detailed Design of Architecture, Planning, Structural, Building Services and E&M Services for the Construction of Metro & Commercial Space " above underground Metro Station at New Delhi Metro Station, from concept to commissioning and lease with following scope but not limited to : Architectural Design, Site Development and Landscaping, Presentations, Project Information Memorandum and Lease Support Services, Engineering Design, Structural Design and Building Services , Structure, Water cycle including plumbing, water supply, sewerage, drainage, recycle and reuse etc.,EM Services including Fire Fighting Services, HV& AC and Elevators etc.Data , Communication , Security , Parking and Building Management Systems , Preparation of construction methodology and details of temporary works,BOQ, Cost Estimate, Specifications and Tender drawings & documentation with Support services, Approval and completion from Statuary Authorities with occupancy certificate and as built drawings, Supervision during construction as defined in scope of work and as per payment schedule given inappendix B3 to B5 The quoted fee will be suitably scaled up or down on pro rata basis in relation to the final areas.</p>		PLUS		

Notes: The quoted price is for the proposed work and shall be final and shall not be subject to any escalation or variation in scope of work. The quoted price shall be for the entire project and shall not be subject to any escalation or variation in scope of work. The quoted price shall be for the entire project and shall not be subject to any escalation or variation in scope of work.



Yours faithfully,
Signature of Authorized Signatory
On behalf of Tenderer

APPENDIX – B3

CONTRACT

**Percentage Distribution for Consultancy of
Civil and Arch, E&M and Lease Works of Appendix – B2.**

S/n	Scope of work		
	Detail Design Consultant (DDC) for Detailed Design of Architectural, Planning, Structural, Building Services and E/M Services for the "Construction of Retail & Commercial Space " above underground Metro Station at Netaji Subash Place , from concept to commissioning and lease with following scope but not limited to : Architectural Design, Site Development and Landscaping, Presentations, Project Information Memorandum and Lease Support Services, Engineering Design, Structural Design and Building Services , Structure, Water cycle including plumbing, water supply, sewerage, drainage, recycle and reuse etc.,EM Services including Fire Fighting Services, HV& AC and Elevators etc, Data , Communication , Security , Parking and Building Management Systems , Preparation of construction methodology and details of temporary works, BOQ, Cost Estimate, Specifications and Tender drawings & documentation with Support services, Approval and completion from Statuary Authorities with occupancy certificate and as built drawings, ,Supervision during construction as defined in scope of work and as per payment schedule given in appendix- B3 to B5		
	Activity Completed	% Payment of Lump Sum Amount for different site	Accumulative
1	Civil Works and Arch	60%	60%
2	Lease support Services	10%	70%
3	E&M Works	30%	100%



APPENDIX – B5

CONTRACT

COMPLETION TIME / PROGRESS SCHEDULE CONSTRUCTION SUPERVISION

COMPLETION TIME – 24 MONTHS

Work envisaged in supervision shall start immediately after commencement of execution of works. The intervening period about 4 months, during which the bidding process will be completed, will be used by the consultant to prepare detailed structural, architectural drawings and working drawings to be issued to the bidders / executing contractor along with bid document. The stipulated period of completion of the project after award of execution of work contract is 24 months during which the construction supervision will be provided by the consultant.

The works should be completed within stipulated period of completion. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

