



सत्यमेव जयते

Government of India
केन्द्रिय लोक निर्माण विभाग
Central Public Works Department

BID DOCUMENT

FOR

CONSULTANCY SERVICES FOR “*COMPREHENSIVE ARCHITECTURAL & ENGINEERING PLANNING AND DESIGN OF 100 BEDDED ESIC HOSPITAL AT HARIDWAR*”



Executive Engineer

Rishikesh Central Division

CPWD, Gate No. 1, AIIMS Rishikesh-249203

Phone : 0135-2462015, Email : eercd.rhk@gmail.com

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This NIT containing pages marked as 1 to67 is hereby approved.

PRESS NOTICE

CENTRAL PUBLIC WORKS DEPARTMENT NOTICE INVITING BIDS

The *Executive Engineer, Rishikesh Central Division, CPWD, Gate No. 1, AIIMS Rishikesh (Uttarakhand)-249203, Ph. No. 0135-2462015, Email- eercd.rhk@gmail.com* on behalf of President of India invites "*Online Bids*" from eligible Indian Consultant/Architectural firms for *Consultancy services for "Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital at Haridwar"*.

NIT No. 13/EE/RCD/2018-19, EMD: Rs.**1,60,000/-**, Time allowed: Till two months after the completion of project (tentative **20 Months**). Last date and time of submission of online Bids will be 01.10.2018 upto 3:30 PM. Pre Bid Conference shall be held in the conference room of The Chief Engineer (NZ-IV), CPWD,20-Subhash Road, Dehradun on *24.09.2018 at 11:30 AM* to clear the doubt of intending Bidders if any. The Bid forms and other details can be obtained from the website www.tenderwizard.com/CPWD. The Press Notice is also available on www.eprocure.gov.in.

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer, Rishikesh Central Division, CPWD, Gate No. 1, AIIMS Rishikesh (Uttarakhand) -249203, Ph. No 0135-2462015, Email- eercd.rhk@gmail.com on behalf of the President of India, invites “Online Bids” in two bid system from eligible Indian Consultant/Architectural Firms for Consultancy Services for the following work:

NIT No.	13/EE/RCD/2018-19
Name of Work	<i>Consultancy services for "Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital at Haridwar".</i>
Location	Plot No. F1, Sector-3A, Industrial Area, SIDCUL, Haridwar (Uttarakhand)
Earnest Money	Rs. 1,60,000/- - Shall be refunded after submission of Performance Guarantee
Period of Completion	Till two months after the completion of project (tentative 20 Months)
Last date & time of submission of bid, original EMD, copy of receipt of deposition of original EMD and other documents as specified in the bid document	Up to 15:00 Hrs. on 01.10.2018
Time and date of opening of Bid	15:30 Hrs. on 03.10.2018

1. Consultant/Architectural Firms who fulfill the **Initial Eligibility Criteria** prescribed in *Para 1.2(a) to (h) of 'Notice Inviting Bids'*. Joint ventures are not accepted.
2. The intending bidder must read the terms and conditions of “Notice Inviting Bids” carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and instructions for bidders posted on website shall form part of bid document.
4. The bid document containing set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **www.tenderwizard.com/CPWD** or **www.eprocure.gov.in** free of cost.
5. But the bid can only be submitted after deposition of original EMD deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Demand Draft or Pay Order or Banker’s Cheque or Deposit at Call Receipt or Fixed deposit Receipts and Bank Guarantee of any scheduled Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of Original EMD to division office of any Executive

Engineer (including NIT issuing EE/AE), CPWD and other documents as specified.

6. Those Bidders not registered on the website mentioned above, are required to get registered themselves beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending bidder must have valid **class-III digital signature** to submit the bid.
8. On opening date, the bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
9. Bidder can upload documents in the form of **JPG** format and **PDF** format.
10. **Certificate of Financial Turn Over:** At the time of submission of bid, bidder may upload affidavit/certificate from CA mentioning Financial Turn Over of last 5 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of Technical bids. There is no need to upload entire voluminous balance sheet.
11. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).

However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the lowest amount of the tender or any section/sub-head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

12. The eligibility bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of bidders qualifying the eligibility bid shall be uploaded on the website only and shall not be published in any Newspaper.
13. Pre-bid conference shall be held with the eligible and intending bidders in the office of *Chief Engineer (NZ-IV), CPWD, 20, Subhash Road, Dehradun - 248001 at 24.09.2018 Hrs. on 11.30 A.M to clear the doubt of intending bidders, if any. Bidders should send by email all their queries, before pre-bid conference, latest by 10.30 Hrs. on 24.09.2018 to the office of the Executive Engineer, Rishikesh Central Division, CPWD, Gate No.1, AIIMS Rishikesh (Uttarakhand)-249203, Ph. No 0135-2462015, Email-eercd.rhk@gmail.com.* All modifications/ addendums/ corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any Newspaper.
14. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
15. The department reserves the right to reject any prospective application without assigning any reason thereof and to restrict the list of qualified bidders to any number deemed suitable by it, if

too many bids are received satisfying the minimum laid down criteria.

16. After submission of the bid the agency can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

17. While submitting the revised bid, agency can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

18. List of Documents to be scanned and uploaded within the period of bid submission:

a) **Earnest Money Deposit :**

- i) Copy of Original EMD in prescribed Form
- ii) Receipt of deposition of Original EMD in any Division of CPWD

b) **Eligibility Bid :**

iii) Letter of Transmittal : **Form-T1**

iv) Details of Applicant: **Form-T2**

- o Document defining the legal status of Applicant
- o Authorization / Power of Attorney in favor of authorized signatories

v) Bankers Solvency Certificate : **Form-T3**

vi) Applicant's Similar Work Experience (Project Sheets - One sheet for each Project): **Form-T4**

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

vii) Applicant's Financial Information in Prescribed Performa duly certified by CA : **Form-T5**

- o Certified Balance Sheet for the last three audited financials years (not to be uploaded online but to be included in physical submission only)

viii) Details of Technical & Administrative Personnel to be employed for this work : **Form-T6**

ix) Experience of team leader (project Architect) : **Form-T7**

x) Experience of Team Members to be deployed on the Project (one sheet for each team member) : **Form-T8**

xi) Affidavit by the Applicant : **Form-T9**

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

Executive Engineer
Rishikesh Central Division
CPWD, Gate No. 1, AIIMS Rishikesh

RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt of deposition of original EMD (Receipt No. date

Name of work :Consultancy Services for "*Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESICHospital at Haridwar*".

1. NIT No. : 13/EE/RCD/2018-19
2. Amount of EMD : 1,60,000/-
3. Last date of submission of bid : 01.10.2018 upto 3.30 PM

1. Name of bidder :#
2. Form of EMD :#
3. Amount of EMD :#
4. Date of submission of EMD :#

Signature, Name and Designation of
EMD Receiving officer with Office stamp

PART-I

ELIGIBILITY BID

SECTION - I

BRIEF PARTICULARS OF THE WORK

1. Project Brief:

It is proposed to construct 100 bedded ESIC Hospital complex over a land area of 20266Sqm (approx.) situated at Plot No. F-1, Sector-3A, Industrial Area, SIDCUL, Haridwar(Uttarakhand). The approximate plinth area of all the building(s) to be constructed will be approximately 14220Sq. The complex will consist of 100 bedded hospital building, Mortuary, Dormitory & Kitchen, Security Cabin, Sub-station, Housing Units (2 B/R-16 Nos., 3 B/R-14 Nos. & 3 B/R+S-2 Nos.) along with all required services including, Medical Services, Internal & bulk Services (Civil and E&M), HVAC, Power wiring, Telephone wiring, Lighting Protection, Fire Fighting System, Roads and Hard standings, Effluent/Sewage Disposal, Water Supply, Storm Drainage, External Electrification, Landscaping works / Potted Plants etc. and as per the functional requirements given by ESIC authorities.

2. Scope of Consultancy work:

The Firms / Consultants shall provide comprehensive consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of master plan including obtaining its statutory and local bodies approvals, preliminary project report, preliminary estimate, detailed architectural drawings, detailed structural analysis, design and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, detailed project report and preparation of all Bid/ Tender documents etc. Consultant shall prepare and supply all the coordinated good for construction drawings including structural drawings duly proof checked from reputed government institutes like **IITs and NITs**. The Consultant shall be associated till completion of the project and obtain completion certificate from the concerned local body.

3. The built-up plinth area for the buildings to be constructed in the project for which Consultancy is to be provided is approximately 14220 Sqm. This is however merely for rough guidance. Detailed functional requirements and other details of the building/services have been furnished with this bid document and buildings shall be designed as per functional requirements.

SECTION - II

INFORMATION & INSTRUCTIONS FOR BIDDERS

1. GENERAL :

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

2. DEFINITIONS

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

- 2.1. The **Contract** means the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of The President of India and the successful bidder, together with the documents referred to therein including the general conditions, correspondence with bidder and instructions issued from time to time by the Engineer-in- Charge and all these documents taken

together, shall be deemed to form one contract and shall be complementary to one another.

- 2.2. **Employer** means the President of India, acting through the Engineer-in-charge.
- 2.3. **Bidder/Applicant** means the individual, proprietary firm, firm in partnership, limited company private or public or corporation submitting/intending to submit the bids.
- 2.4. **“Year”** means “Financial Year” unless stated otherwise.
- 2.5. The expression **works** or **work** means “consultancy work under scope of this contract”.
- 2.6. The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- 2.7. The **Consultant** shall mean successful bidder i.e. individual, proprietary firm, firm in partnership, limited company private or public or corporation who has entered into agreement with employer for undertaking the consultancy work and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- 2.8. The **President** means the President of India and his successors.
- 2.9. The Engineer-**in-charge** means the Engineer Officer who shall supervise and be in- charge of the work and who shall sign the contract on behalf of the President of India.
- 2.10. **Government** or **Government of India** shall mean the President of India.
- 2.11. The terms **Director General** includes Additional Director General and Chief Engineer of the Zone.
- 2.12. **Department** means Central Public Works Department or any department of Government of India which invites Bids on behalf of President of India.
- 2.13. **Distinct Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- 2.14. **Bid value** means the amount of remuneration to be paid to the consultant for doing the entire work agreed by the consultant and accepted by the employer as mentioned in the letter of award.
- 2.15. **Client** means **ESIC** or their authorized representative.

3. METHOD OF APPLICATION

- 3.1. If the Bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2. If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3. If the Bidder is a firm in partnership, the application shall be signed by all the partners of

the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

- 3.4. If the Bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4. FINAL DECISION MAKING AUTHORITY

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

5. PARTICULARS PROVISIONAL

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

6. SITE VISIT

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

7. INITIAL ELIGIBILITY CRITERIA :

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

8. SUBMISSION OF QUERIES AND PRE-BID MEETING

The applicants may raise any queries through email to eercd.rhk@gmail.com or in writing addressed to:

*Executive Engineer,
Rishikesh Central Division
CPWD, Gate No.1, AIIMS Rishikesh-249203*

The deadline for submitting queries will be before start of pre-bid meeting with the prospective bidders which will be held on the date and time notified in the Press Notice in the Conference Room at office of the Chief Engineer (NZ-IV), *CPWD, 20-Subhash Road, Dehradun-248001.*

9. AMENDMENT TO BID DOCUMENT

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

10. DISQUALIFICATION FROM THE SELECTION PROCESS

Consultants are liable to be disqualified, if they:

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

11. SUBMISSION OF BIDS :

- 11.1. **Bid** shall be submitted online on above website i.e. www.tenderwizard.com/cpwd by uploading the desired *scanned documents* such as Earnest Money, Eligibility bid Forms, Financial Bid and other documents as specified in the bid document within the period of bid submission. Bidder shall upload documents in the form of *JPG* and/or *PDF* formats.
- 11.2. For submission of online bids the applicant must have *valid class-III digital signature* and registered on the website i.e. www.tenderwizard.com/cpwd. Those Bidders, who are not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website.
- 11.3. The bid shall comprise of following documents :
 - a) **Earnest Money Deposit :**
 - i) Copy of Original EMD in prescribed Form
 - ii) Receipt of deposition of Original EMD in any Division of CPWD
 - b) **Eligibility Bid :**
 - iii) Letter of Transmittal : **Form-T1**
 - iv) Details of Applicant : **Form-T2**
 - o Document defining the legal status of Applicant
 - o Authorization / Power of Attorney in favor of authorized signatories
 - v) Bankers Solvency Certificate : **Form-T3**
 - vi) Applicant's Similar Work Experience (Project Sheets - One sheet for each Project): **Form-T4**

- Client certificates for work experience (for all projects as above) which shall contain information desired for evaluation of bids.
 - In case of Consultancy works of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/ Municipal Corporation of city, they shall be required to submit copy of Agreement & Final Bill and TDS certificates for Consultancy works issued by respective clients.
- vii) Applicant's Financial Information in Prescribed Performa duly certified by CA :
Form-T5
- Certified Balance Sheet for the last three audited financials years (not to be uploaded online but to be included in physical submission only)
- viii) Details of Technical & Administrative Personnel to be employed for this work :
Form-T6
- ix) Experience of team leader (project Architect) : **Form-T7**
- x) Experience of Team Members to be deployed on the Project (one sheet for each team member) : **Form-T8**
- xi) Affidavit by the Applicant : **Form-T9**
- xii) Any other information/document desired in the Bid document or relevant supplementary information/document

c) **Financial bid** in prescribed format :

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

- 11.4. Certified copy of all the scanned and uploaded documents as specified above duly sealed and signed by the applicant shall also be submitted in physical form at the office of **Executive Engineer, Rishikesh Central Division, CPWD, Gate No.1, AIIMS Rishikesh-249203** through registered post/speed post/ courier or by hand within 7 days of bid opening.

12. EVALUATION OF BIDS

Bids shall be Evaluated in Two Stages:

Stage-I : The Initial Eligibility Criteria shall be evaluated first. Those bids found to be responsive and qualify the Initial Eligibility Criteria after evaluation of the documents/details submitted with "Eligibility Bid" will be evaluated as per criteria prescribed for Stage-I evaluation and those who qualify the criteria shall be shortlisted for Stage-II evaluation.

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

opened. Final selection of the Consultant in Stage-II will be based on the combined total of their Technical and Financial Scores, with 70% weightage given to technical score and 30% weightage given to financial score.

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

Stage	Requirements / Important Components
Stage-I Short listing limited number of Consultants for Stage 2	a) Registration on www.tenderwizard.com/CPWD website for downloading RFP document and site drawings and submission of bids. b) Technical queries, if any, will be clarified during pre-bid meeting with prospective applicants. c) Submission of Eligibility Bid by uploading EMD and documents supporting eligibility criteria and credentials as per the details given in the document. d) Submission of online 'Financial Bids' in prescribed format. e) Short listing of consultants for Stage-II.
Stage-II Final Selection of Consultant out of consultants shortlisted after Stage 1	a) Shortlisted Consultant to give presentations on concept design proposal, project experience, competence and their capacity in project delivery, preparation of tender documents, experience of sub consultants including Structural and MEP consultants. Technical Score to be given based on above. b) Opening of Financial bid of applicants who qualify evaluation criteria of Technical bid. c) Selection of Consultant based on the combined total of their Technical and Financial Scores, with 70% weightage given to technical score and 30% weightage given to financial score. d) Award of contract to the winning bidder e) Submission of Performance Guarantee and signing of the Contract

12.1. EVALUATION CRITERIA FOR STAGE-I

12.1.1. Applicants who fulfill the requirements of 'Initial Eligibility Criteria' prescribed in "Notice Inviting Bids" shall be further evaluated and assigned Marks as below :

S. No.	Attributes	Max. Marks	Marks Awarded
I.	Financial strength : a) Average Annual Turnover during last 3 audited financial years (i) 60% marks for initial eligibility criteria. (ii) 100% marks for twice the initial eligibility criteria or more. (iii) In between (i) & (ii) on pro rata basis. b) Solvency (i) 60% marks for initial eligibility criteria. (ii) 100% marks for twice the initial eligibility criteria or more. (iii) In between (i) & (ii) on pro rata basis	16 4	

II.	<p>Experience in similar class of works :</p> <p>a) Work Experience</p> <p>(i) 60% marks for initial eligibility criteria.</p> <p>(ii) 100% marks for twice the initial eligibility criteria or more</p> <p>(iii) In between (i) & (ii) on pro rata basis.</p> <p>b) Previous experience with Central / State Government / Autonomous body (2 marks for each project)</p> <p>c) Experience in planning/designing/construction of energy efficient/ green building :</p> <p>(i) 60% marks for one green building of minimum size/consultancy cost as per initial eligibility criteria.</p> <p>(ii) 100% marks for two or more such green building</p>	36	
III	<p>Project Personnel (Professional Qualification, Experience and in-house availability for the Project) :</p> <p>a) Project Architect :</p> <p>(i) Graduate with 10 Yrs Experience - 10 Marks</p> <p>(ii) Post Graduate with 15 Yrs Experience - 12 Marks</p> <p>(iii) Doctorate with 20 Yrs Experience - 14 Marks</p> <p>b) Team Members :</p> <p>(i) Architects</p> <p>(ii) Structural Engineers</p> <p>(iii) Civil utilities Engineers</p> <p>(iv) MEP Engineers</p> <p>(v) HVAC Experts</p> <p>(vi) Fire Fighting System Experts</p> <p>(vii) Green Building Consultant</p> <p>(viii) Hospital Services Consultant</p> <p>1 mark for each specialization having in-house professional (having minimum five year experience for each specialization) maximum up to 2 marks for each specialization and ½each for each specialization having an associated consultant maximum upto 1 marks for each specialization.</p>	14	
	Total Initial Eligibility Evaluation Score (X)	100	

12.1.2. To pre-qualify, the applicant must secure at least Sixty percent marks (60%) in each of the above criteria I to III.

12.1.3. Bidders who qualify the above criteria will be shortlisted for Stage-II evaluation. The department however reserve the right to strict the list of such qualified firms to any number deemed suitable by it.

12.2. EVALUATION OF TECHNICAL BIDS

12.2.1. Shortlisted Consultant who qualified initial eligibility criteria shall be asked to submit ‘Technical Bid’ which shall be evaluated by the Evaluation Committee formed by the competent authority of the Employer/Client/Department.

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

Applicant consultants shall be required to make presentation of their concept, detailing, over all master plan involving details in 3D walk through with the help of adequate and specific details before the Evaluation Committee of the Employer/ Client/Department.

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

A. Drawing Panels and Architectural Model(s)

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

B. Brief Report (Ten Copies)

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

C. Power Point Presentation

After the submission of Detail Architectural Design, Employer will call the Applicants to make a presentation. Maximum time allotted for the power-point presentation will be 40 minutes. The presentation should include:

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

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

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

S. No.	Parameters	Max marks	Marks awarded
PART-I :PRESENTATION OF REPORT (Max. Marks= 275)			
A	Site layout and land utilization, Urban Context, Landscaping & aesthetics and Parking(Max. Marks= 100)		
(i)	Site Layout and land utilization	30	
(ii)	Urban context	30	
(iii)	Landscaping & aesthetics	20	
(iv)	Parking	20	
B	Concept & Design of buildings (Max. Marks = 150)		
(i)	Concept & Design	40	
(ii)	Space programming	30	
(iii)	Waiting areas, service areas	30	
(iv)	Light and ventilation	20	
(v)	Eco friendly/ Environment aesthetics	15	
(vi)	FAR utilization and future expansion	15	
C	Building efficiency, Services in building and FAR utilization etc (Max Marks= 25)		
(i)	Building efficiency, services in building	15	
(ii)	Conservation of water	5	
(iii)	Waste management system	5	
TOTAL PART- I		275	
PART-II: Approach paper on proposed methodology and work plan in response to the terms of reference (Max. Marks = 25)			
(i)	Technical approach, objective formulations functional analysis	5	
(ii)	Program and phasing's for approvals	10	
(iii)	Bidder's knowledge and understanding of project requirement	10	
Total part-II		25	
Total Technical Evaluation Score (Y)		300	

12.2.6. To pre-qualify, the applicant must secure at least Sixty percent marks (60%) in each of the above criteria Part-I & Part-II.

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

$$TS = (25*X/100) + (75*Y/300)$$

12.2.8. Firms securing 60 or more Technical Score (TS) shall only be considered technically qualified for opening of Financial Bids and evaluation thereafter. The department however reserves the right to restrict the list of such qualified firms to any number deemed suitable by it.

13. OPENING OF FINANCIAL BID

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

14. EVALUATION OF FINANCIAL BID

- 14.1. The **bidders** are required to quote fees for consultancy work in prescribed format inclusive of all prevailing taxes including GST and levies in the prescribed format. The price bid will include inter-alia, the fee for all components identified including detailed design, drawings and specifications for all parts covered in the scope of Project and shall be based on total scope of the work.
- 14.2. The lump sum quoted fee shall not be increased due to time and cost overrun. The lump sum fee shall be quoted in Indian Rupees only.
- 14.3. The conditional bid shall not be accepted.
- 14.4. The lowest financial proposal (FP) shall be given a financial score (FS) of 100 points. The financial score (FS) of other proposals will be determined using the formula: **FS=100xFP/F**, in which FS is the financial score, FP is the lowest fees and F is the fees quoted by respective bidders.

15. SELECTION OF BIDDER AFTER OPENING OF FINANCIAL BID

- 15.1. The bidders may please note that 70% weightage will be given to the Technical Score (TS) and 30% weightage will be given to the Financial Score (FS) of the technically qualified bidders.
- 15.2. Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weightage given to the Technical Score; F=the weightage given to the Financial Score; T+F=1). The weightage given to the technical and financial proposals will be T=0.70, and F=0.30. The Combined Score shall be calculated using the following formula: **S = TS x T + FS x F**. The Bidder who gets the maximum Combined Score (S) shall be declared successful. This has been demonstrated by the example as below :

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

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

The Technical Scores will be applied a weightage of 70%. The lowest fee (FP) i.e. 2.50Crore will be given Financial Score (FS) of 100 and Financial Score of other bidders will be worked out on proportionate basis and thereafter weight age of 30% will be applied on marks so obtained. The **Combined Score (S) = TS x T + FS x F** of the bidders will be as below:

Combined Score of bidder A	= 85/100 x 70+ 2.50/3.50 x 30	= 80.93 marks
Combined Score of bidder B	= 80/100 x 70+ 2.50/ 2.50 x 30	= 86.00 marks
Combined Score of bidder C	= 75/100 x 70+ 2.50/ 3.00 x 30	= 77.50 marks

As per above, the Bidder B gets the maximum Combined Score (S) and shall be declared successful.

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

16. AWARD OF WORK

- 16.1. The work will be awarded to the applicant, scoring highest Combined Score (S) amongst the technically qualified bidders. The successful bidder shall be informed by the Engineer-in-Charge through a letter of acceptance of his offer.
- 16.2. The consultant shall submit to the Engineer-in-Charge within 15 days of award of work, prescribed Performance Guarantee.
- 16.3. The consultant shall communicate to the Engineer-in-Charge with 15 days of award of work, the names of all the sub consultants to be associated with and shall enter into a formal agreement with sub consultants bringing out all the relevant terms of their association vis-à-vis consultant i.e., main architect/consultant.
- 16.4. The consultant shall submit to the Engineer-in-Charge for record, all the formal letters of confirmation from the sub consultants to work with the main architect/consultant. The selected applicant is expected to commence the Assignment within 22 (twenty two) days of issue of letter of award.
- 16.5. Formal agreement will be drawn by the Executive Engineer Rishikesh Central Division, Gate No.1, AIIMS, Rishikesh.

SECTION-III

INFORMATION REGARDING ELIGIBILITY

FORM-T1

LETTER OF TRANSMITTAL

To,

The Executive Engineer,
Rishikesh Central Division
Central Public Works Department
Gate No.1, AIIMS Rishikesh- 249203.

Subject: Consultancy Services for "*Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital at Haridwar*".

Sir,

1. I/We have read and examined the complete document including the instruction to Consultants, terms of reference and general conditions of the agreement and services to be provided during pre/post construction stage for above-mentioned work.
2. I/We confirm that we and/or Team Leader to be deployed for the work is registered with the Council of Architecture of India.
3. **I/We hereby express our interest and submit my/our 'Eligibility Bid' on prescribed formats for undertaking the work referred to in the aforesaid documents. I/We agree to abide by and fulfill all the terms, conditions and provisions of the selection process.**
4. **I/We confirm that to the best of my/our knowledge and belief the information contained in the specified formats and all supporting and explanatory information is truthful and exact.**
5. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
6. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
7. I/We also authorize *Executive Engineer, Rishikesh Central Division, CPWD, Rishikesh* to approach individuals, employers, firms and corporation to verify our credentials, competence and general reputation.

Date :

(Authorized signatory of the Applicant)

(Name and Address of Applicant)

DETAILS OF APPLICANT

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

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

Signature of Applicant

BANKERS SOLVANCY CERTIFICATE

This is certify that to the best of our knowledge and information that M/s.....
.....having marginally noted address, a customer of our bank are/is respectable and can be
treated as good for any engagement up to a limit of Rs..... (Rupees.....
.....)

This certificate is issued without any guarantee or responsibility on the bank or any of
the officers

Date :

(Authorized signatory of the Bank)

Note:

1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed to Bidding inviting authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

PROJECT SHEETS

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

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

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

FINANCIAL INFORMATION

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

Name of the Applicant: _____

Particulars	Financial Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
Gross Annual Turnover from consultancy work (In Lakhs)					

Certified that the above financial information pertaining to the said applicant is correct and conforms with audited balance sheets,

Signature of Chartered Accountant with seal

Signature of Applicant

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

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE
EMPLOYED FOR THIS WORK**

S. No.	Designation	Total Number	Number Available for this work	Name	Qualification	Professional experience	How would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9
1	Architects							
2	Structural Engineers							
3	Civil utilities Engineers							
4	MEP Engineers							
5	HVAC Engineers							
6	Fire Fighting System Experts							
7	Green Building Consultants							
8	Hospital Services Consultants							

Signature of Applicant

EXPERIENCE OF TEAM LEADER (PROJECT ARCHITECT)

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

Education Qualification

Name of Degree	College and University	Specialization	Year of Passing

No. of Years of Professional Experience:

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

Details of Projects being handled

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

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

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

Signature

Date:

Place:

EXPERIENCE OF TEAM MEMBER TO BE DEPLOYED ON PROJECT

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

Education Qualification

Name of Degree	College and University	Specialization	Year of Passing

No. of Years of Professional Experience:

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

Details of Projects being handled

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

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

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

Signature

Date:

Place:

AFFIDAVIT

(TO BE SWORN ON A NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

*I/we*Director/Proprietor/Partner of (mention name of firm/company and its complete address) do hereby solemnly affirm and declare asunder:-

1. That *I/we *am/are registered as (mention name of *firm/ company) vide Registration No.....under the provisions of (mention the name of the Act) since(date of registration).

That*I/ we have applied in response to the Invitation for Request for Proposal for Consultancy Services for "*Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital at Haridwar*".

2. That information, data details certificates submitted by me/us in our proposal are authentic and correct to best of my/our knowledge.

3. That..... (mention name of firm/company)is eligible to submit the aforesaid proposal as the applicant is not barred or blacklisted by the Central Government and/or any State Government / or any autonomous body/ or any other private body of India on the date of submitting this affidavit.

4. That (mention name of firm/company) or any of its constituents during the last **seven** years has neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the applicants or any of its constituents.

5. That an annexure attached to this affidavit gives list of all contracts of (mention name of firm/company) or any of its constituents that are in arbitration with the Central Government and/or any State Government / or any autonomous body/ or any other private body of India.

DEPONENT

VERIFICATION

*I/we..... the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at.....(place) this..... Day of 2018.

(*Strike off whichever is not applicable)

DEPONENT

Witness :

Note: Deponent will be the authorized signatory of the Applicant

PART-II

FINANCIAL BID

NOTICE INVITING BIDS

1. The *Executive Engineer, Rishikesh Central Division, CPWD, Gate No. 1, AIIMS Rishikesh (Uttarakhand)-249203, Ph. No 0135-2462015, Email- eercd.rhk@gmail.com* on behalf of the President of India, invites “**Online Bids**” in two bid system from eligible Indian Consultant/Architectural Firms for Consultancy Services for “**Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital at Haridwar**”.

1.1. The built-up plinth area for the buildings to be constructed in the project for which Consultancy is to be provided is approximately 14220sqm. This is however merely for rough guidance. Detailed functional requirements and other details of the building/services have been furnished with this bid document.

1.2. **Initial Eligibility Criteria:** Applicants who fulfill the following requirements shall be eligible to apply:

Joint Ventures are not accepted

a) Provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of employer, of having satisfactorily completed similar Consultancy works **during the last seven years** from date of tender opening. of magnitude specified below:

i) **Three** similar works each involving built up plinth area 5688 Sqm or a consultancy fee (indexed amount) not less than Rs. 32 lacs for each work

or

ii) **Two** similar works each involving built up plinth area 8532 Sqm or a consultancy fee (indexed amount) not less than Rs. 48 lacs for each work

or

iii) **One** similar work involving built up plinth area 11376 Sqm or a consultancy fee (indexed amount) not less than Rs. 64 lacs for each work

- Similar work shall mean “**Comprehensive Consultancy for Architectural & Engineering Planning and Design of Hospital Building Complexes including services**”.

- The value of executed works shall be brought to current cost by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of applications for Bids.

- In case of Consultancy works of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/ Municipal Corporation of city, they shall be required to submit copy of Agreement & Final Bill and TDS certificates for Consultancy works issued by respective clients.

b) The applicant should have an average annual Financial **Turnover of minimum Rs.40lacs** of consultancy fee during last 3 (three) audited financial years.

c) The applicant should have **Bank Solvency of Rs. 32lacs**.

- d) Applicant must have been registered in India as required by law with minimum *five years* of continuous operation up to the date of publication of invitation for RFP.
- e) The proposed **team leader** for this project representing the Consultant (herein referred to as Project Architect) and will be responsible for handling and designing the project should be registered with Indian Council of Architecture having *minimum 10 years* of work experience supported by an experienced team.
- f) Applicant is currently not barred or blacklisted by any Autonomous Body/ Central and/or State Government in India. The applicant should give an affidavit in prescribed format.
- g) Applicant should not have, during the last five years, either failed to perform on any agreement, or been expelled from any project or agreement or have any agreement terminated for breach by the Applicant. The applicant should give an affidavit in format given at Form 7.
- h) Applicant should submit required Earnest Money in favor of ***Executive Engineer, Rishikesh Central Division, CPWD, Rishikesh*** in the prescribed form.
2. The bid document consisting of terms and conditions of the contract to be complied with and other necessary documents can be seen on website www.tenderwizard.co/CPWD free of cost.
3. Bids can be submitted **online** on above website i.e. www.tenderwizard.com/cpwd by uploading the desired **scanned documents** such as Earnest Money, Financial Bid and other documents as specified in the bid document within the period of bid submission. Bidder can upload documents in the form of **JPG** and/or **PDF** formats.
4. After submission of the bid the Bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
5. While submitting the revised bid, Bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
7. **Earnest Money** in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of ***Executive Engineer, Rishikesh Central Division, CPWD, Rishikesh*** shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of Earnest Money deposit to the bidder in a prescribed format (*Annexed herewith*) uploaded by tender inviting EE in the NIT. The receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for 120Days or more from last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

8. Certified copy of all the scanned and uploaded documents as specified in the bid document shall also be submitted physically in the office of tender opening authority within the period of 7 days of date of opening of bids. **If the bidder has not obtained GST registration in the state in which the work is to be taken up, then in such a case the bidder shall upload following undertaking with the bid document “If work is awarded to me, I/we shall obtain GST registration certificate within one month from date of receipt of award letter or before payment of 1st RA Bill.**
9. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD and other documents scanned and uploaded are found in order.
 - 9.1. The Bid submitted shall become invalid and cost of bid & e-tender processing fee shall not be refunded if:
 - a) The applicant is found to be ineligible.
 - b) The applicant does not deposit EMD with division office of any Executive Engineer, CPWD.
 - c) The applicant does not upload all the documents (including GST Registration, PAN card) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
 - d) The applicant does not upload all the desired documents.
 - e) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
10. Bids shall be evaluated in two stages:
 - 10.1. **Stage-I :** The Initial Eligibility Criteria shall be evaluated first. Those bids found to be responsive and qualify the Initial Eligibility Criteria after evaluation of the documents/details submitted with “Eligibility Bid” will be evaluated as per criteria prescribed for Stage-I evaluation and those who qualify the criteria shall be shortlisted for Stage-II evaluation.
 - 10.2. **Stage-II :** This shall comprise submission of detailed Technical Proposal and making a power point presentation by the shortlisted bidders in Stage-I and accordingly evaluation of their 'Technical Bids'. 'Financial bids' of only those bidders, who qualify the Technical Bids, will be opened. Final selection of the Consultant in Stage-II will be based on the combined total of their Technical and Financial Scores, with 70% weightage given to technical score and 30% weightage given to financial score.

11. The Bidder whose bid is accepted will be required to furnish **Performance Guarantee of 5%** (Five Percent) of the bid amount within the period specified in data sheet. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the Bidder fails to deposit the said performance guarantee within the prescribed period, including the extended period if any, the Earnest Money deposited by the Bidder shall be forfeited automatically without any notice to the Bidder.
12. The Bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment including bye- laws and formalities required for getting various NOCs and approvals at various stages of work.
13. The competent authority on behalf of the President of India does not bind itself to accept the bid of consultant who has obtained highest marks in combined evaluation score and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.
14. Canvassing, whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the Bidder shall be bound to perform the same at the rate quoted.
16. The Bidder shall not be permitted to Bid for works in the CPWD Circle responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer, Senior Architect to Architect (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the Bidder would render him liable to be removed from the approved list of Bidder of this Department.
17. No Architect/ Engineer of Gazette rank or other Gazette Officer employed in Engineering, Architecture or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Bidder for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the Bidder or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Bid or engagement in the Bidder's service.

18. The Bids (Technical as well as Financial Bid) shall remain open for acceptance for a period of **90 Days** from the date of opening of Financial Bids. If any Bidder withdraws his Bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the Bid which are not acceptable to the department, then the **Government** shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the Bidder shall not be allowed to participate in the re bidding process of the work.
19. Agreement shall be drawn with the successful Bidder on prescribed Form. The Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
20. This notice inviting Bid shall form a part of the contract document. The successful Bidder/Bidders, on acceptance of his Bid by the Accepting Authority shall sign the contract within 15 days from the stipulated date of start of the work.
21. If any information furnished by the applicant is found incorrect/false at a later stage, he shall be liable to be debarred from the Bidding/taking up consultancy works in CPWD.

Executive Engineer
Rishikesh Central Division
CPWD, Gate No. 1, AIIMS Rishikesh

SCOPE OF WORK

1. PROJECT BRIEF :

1.1. **NAME OF WORK:** *Consultancy Services for "Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital at Haridwar".*

1.2. **LOCATION :**

The Building will be established at Plot No. F-1, Sector-3A, Industrial Area, SIDCUL, Haridwar (Uttarakhand).

1.3. **DETAILS OF THE PROJECT :**

It is proposed to construct 100 bedded ESIC Hospital complex over a land area of 20266 Sqm(approx.) situated at SIDCUL, Haridwar (Uttarakhand).

This area of 20266 Sqm (approx.) land is to be considered for preparation of Master Plan and for comprehensive planning & designing for the proposed buildings etc. to meet the present as well as future projected requirements with space utilization as per local bye laws in force

The Hospital complex shall have provision for 100 bedded hospital building, Mortuary, Dormitory & Kitchen, Security Cabin, Sub-station, Housing Units (2 B/R-16 Nos., 3 B/R-14 Nos. & 3 B/R+S-2 Nos.) along with all required services including, Medical Services, Internal & bulk Services (Civil and E&M), HVAC, Power wiring, Telephone wiring, Lighting Protection, Fire Fighting System, Roads and Hard standings, Effluent/Sewage Disposal, Water Supply, Storm Drainage, External Electrification, Landscaping works / Potted Plants etc. and as per the functional requirements given by ESIC authorities

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

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

The design shall be in strict conformity with the prevailing local bye-laws, environmental clearance and regulations and any other applicable statutory requirements and will also be built as per the prescribed guidelines of local competent authority.

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

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

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

1.4. SUGGESTIVE BROAD AREA REQUIREMENT FOR VARIOUS FUNCTIONEL USAGE IN THE PROPOSED BUILDING:

- (i) Total area : 14220 Sqm
- (ii) Hospital area : 10245 Sqm
- (iii) No. of stories : As per requirement
- (iv) Corridor width : 2400 mm
- (v) Ramp Width : 2250 mm as per Safety Norms
- (vi) Stair Width : 2000 mm as per Safety Norms
- (vii) Total No. of Lifts : 4 Nos. Bed Lifts
- (viii) Total No. of Beds as follows:
 - (a) ICU : 10 Beds
 - (b) Wards : 96 Beds
 - (c) Emergency : 06 Beds
 - (d) 2 Bed Wards : 04 Beds

Total No. of Beds : 116 Beds
- (ix) Total No. of OPDs : 33 Nos.
- (x) Total No. of OTs : 4 (1 in Emergency and 3 in OT Block)
- (xi) Total No. of Housing Units: 32 (2 B/R-16 Nos., 3 B/R-14 Nos. & 3 B/R+S-2 Nos.)
- (xii) Total Electric Load : 1000 KVA
- (xiii) DG Sets : 1 No. 500 KVA & 1 No. 250 KVA
- (xiv) HVAC Load : 200 TR
- (xv) Total Water Requirement : 100 KLD / Day
- (xvi) Hot Water Requirement : 05 KLD / Day

2. SCOPE OF CONSULTANCY JOB :

2.1 Broad scope of consultancy job shall include -

2.1.1 The scope of services for the consultant is to provide comprehensive consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of master plan including obtaining its statutory and local bodies approvals, preliminary project report, preliminary estimate, detailed architectural drawings, detailed structural analysis, design and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, detailed project report and preparation of all Bid/Tender documents etc. Consultant shall prepare and supply all the coordinated good for construction drawings, inverted ceiling plan including structural drawings duly

proof checked from reputed government institutes like **IITs and NITs**. The Consultant shall be associated till completion of the project and obtain completion certificate from the concerned local body.

The built-up plinth area for the buildings to be constructed in the project for which Consultancy is to be provided is approximately 14220sqm. This is however merely for rough guidance. Detailed functional requirements and other details of the building/services have been furnished with this bid document and buildings shall be designed as per functional requirements.

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

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

- 2.1.2 Prepare detailed architectural, structural, services and landscaping design drawings of the proposed Buildings, internal & external services, parking etc. and all related works for completion of the consultancy work as per scope of the work covered under the comprehensive consultancy services.
- 2.1.3 The consultant shall maintain constant and regular interaction with the department/client and structural/ services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- 2.1.4 Only the topographical survey plan and sub-soil investigation data will be made available to the consultant. Any other details regarding the existing services and /or verification of the topographical plan and sub soil data in view of any observed deficiency and /or discrepancies and /or and other constraints existing in and around the site will be the responsibility of the consultant. Any additional details required for preparation of master plan, shall be arranged/ worked out by the consultant at their cost.
- 2.1.5 The consultant shall also prepare the bid documents for call of tenders for execution of work in suitable packages. The Detailed Estimate showing details of measurement, BOQ, draft tender document, analysis of rates, specifications etc. shall have to be prepared and submitted by the consultant to the Engineer-in-Charge, CPWD for formal approval. Six copies of approved tender documents shall be submitted along with soft copies.

- 2.1.6 The services of the consultant shall be available during execution phase also. All necessary modification/ corrections shall have to be carried out by the consultant as and when the need arise.
- 2.1.7 The Consultant and the Sub-Consultant may also be required to visit the ongoing works during execution stage to ensure that the works are being executed as per approved scheme of the Consultants. Rendering advice during this phase also shall be responsibility of the Consultant.
- 2.1.8 To assist the department regarding the sequence and methodology of construction.
- 2.1.9 The Consultant shall co-ordinate with the department and attend meetings with the department as and when required including meeting with the client and contractors.
- 2.1.10 The consultant shall also assist the department of making presentation and necessary presentation materials shall be provided by the consultant.
- 2.1.11 The consultant shall take all necessary statutory approval of 'Completion Plan' from all local authorities, Environmental Clearances etc. for occupation of the buildings after completion of construction works. Preparation of all submission drawings / materials and models for these approvals will be responsibility of the consultant.
- 2.1.12 To carry out site evaluation and prepare site zoning and to propose various options for layout of the proposed buildings, their linkages, separation etc. as per the requirements.
- 2.1.13 Consultants shall prepare Layout Plan showing proposed structures. Six sets of drawings and one soft copy of the drawings in scale 1:200 shall be given to the Employer.
- 2.1.14 Environmental Impact Assessment, as required shall be prepared by the consultant and got approved by him from statutory bodies.
- 2.1.15 Parking, landscape design, bulk services systems
- 2.1.16 Consult user authority to assess the functional requirements to finalize the buildings layout.
- 2.1.17 Submit 3D presentation to substantiate the conceptual design to the Client/Employer along with a model in scale 1:200.
- 2.1.18 Prepare preliminary design and drawings for the proposed buildings as Green building including internal services, parking, external services, landscaping etc., obtain approval of the department/client and submit drawings to local bodies for approval.
- 2.1.19 Prepare preliminary estimate on the basis of area supported with details of rates adopted. Framing of Preliminary Estimate to be based on CPWD guidelines for framing Preliminary Estimate, CPWD DPAR 2012 and market rates for non-scheduled items.

- 2.1.20 Obtain approvals and clearances of Master Plan and building plans from all Local bodies/authorities and concerned agencies.
- 2.1.21 Carry out the environmental assessment study and to obtain NOC from Ministry of Environmental or any other Govt. agency for the existing and proposed buildings.
- 2.1.22 The consultant is required to prepare preliminary design/submission drawings for the above-mentioned Buildings and facilities based on the suggested areas. The building is to be designed as Green building. The areas are only indicative and may vary as per need and requirement during the concept formulation stage. No extra payment for modifications arising out of variations shall be payable for the same.

2.2 Architectural Planning and design

- a) Interact with client and assess the exact requirement of client for preparation of concept and comprehensive Master Plan for the entire plot area of about **20266 sqm**.
- b) The Consultant shall prepare the drawings as per the local By Laws. The architectural design shall be carried in the terms of specifications of National Building Code, and PWD Disability Act Guidelines etc. and in compliance to various other approvals in India.
- c) To carry out site evaluation and prepare site zoning and to propose various options for layout of the proposed buildings, their linkages in consultation with Client/Employer etc.
- d) Preparation of Building wise Floor plans to be in 1: 200 or 1: 100 or any other scale as per prior approval of the Engineer-in-Charge.
- e) Preparation of Elevations and Sections
- f) Preparation of Typical details in 1: 50 or any other scale as per prior approval of the Engineer-in-Charge.
- g) Preparation of interior design and Room wise Equipment /furniture layout/furnishing. Equipment layout drawings to be at 1: 100 or any other scale as per prior approval of the Engineer-in-Charge for major areas.

2.3 Structural planning and design (Seismic factor consideration)

- a) Framing and preparation of structural system.
- b) Building/structure wise structural analysis and design.
- c) Preparation of building/structure wise preliminary structural drawings.
- d) Preparation of building/structure wise detailed structural 'Good for Construction' drawings.
- e) The structural design shall be carried out in terms of latest editions (and up-to-date correction/amendment/errata of BIS Codes (Bureau of Indian Standards), Other relevant seismic/other codes for making Building Earthquake Resistant, and as desired by the client/ Employer. The Proof Checking of the Structural Drawings shall be

carried out from Reputed Government Engineering Institutes like IITs, NIT sector as approved by the Engineer-in-charge. *The fee for proof checking shall be borne by the Consultant.*

- f) Submission of all design calculations in hard/ soft copies.

2.4 Services and Miscellaneous works

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

2.5 Presentations and Models

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

2.6 Approval From local Authorities

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

2.7 Specifications

- a) Preparation of Data sheet showing Room, Type wise and Building wise finishing,

flooring and Door window, and other high end Inventory schedule.

- b) Preparation of Technical Specification for civil works, electrical works, services, equipment's, furniture, furnishing etc. for all items.

2.8 Estimate and Costing

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

2.9 Soil Investigation

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

2.10 Tendering

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

2.11 General

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

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

- b) However, the employer reserves the right to exclude any of the above services from the scope of the consultant's work. In case of withdrawal of any services from the scope of consultant's work at later stage, the consultant shall be paid for the work done by him upto the date of withdrawal of such item/item of work and services.
- c) The consultant shall maintain constant and regular interaction with the department, ESIC and structural / services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- d) The services of the consultant shall be available during execution phase also. All necessary modification/corrections shall have to be carried out by the consultant as and when the need arise.
- e) The Consultant and the Sub-Consultants may also be required to visit the ongoing works during execution stage along with the field staff and may advise Engineer-in-Charge to ensure that the works are being executed as per approved architectural scheme provided by the Consultants. Rendering advice during this phase also shall be responsibility of the Consultant.
- f) The Consultant shall assist the department regarding the sequence and methodology of construction.
- g) The Consultant shall co-ordinate with the department and attends meetings with the department as and when required including meeting with the client and bidders for construction.
- h) The consultant shall also assist the department in making presentation and necessary presentation materials shall be provided by the consultant.

3. PAYMENT OF REMUNERATION:

- 3.1 The Employer shall pay to the consultant as remuneration for the services to be rendered by the Consultant in relation to said work, a Lump Sum Amount. The fees shall be exclusive of service charges. The service charges shall be reimbursed on production of receipt original of the same. The consultant shall be paid fees referred in above, in the manner laid down in Clause 4 of Section-I. The fees shall be adjusted subsequently to ensure that the total fees payable to the consultant does not exceed the total contract amount of fees for that subhead. The employer shall, however, have the liberty to omit, postpone or not to execute any work but the consultant shall not be at liberty to omit, postpone or not execute any work. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fees which have become payable to them for the service actually rendered by them.

- 3.2 The consultation fees as per the schedule of fees are inclusive of fees payable by the Consultant to any other sub-consultant including green building consultant and Associates if engaged by him and nothing extra shall be payable by the employer on this account.
- 3.3 The fees payable to the consultant shall be in full discharge of functions to be performed by the consultant and no claim whatsoever against the employer in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending against such claims.
- 3.4 If the consultant fails to execute any sub-component within specified time/extended time (as approved by Engineer-in-Charge) or the same is not to the satisfaction of Engineer-in-Charge then the Engineer-in-Charge may get the same component executed at the risk & cost of consultant. The whole expenditure thus incurred for satisfactory execution of sub-component shall be deducted from the amount due to consultant. The decision of Engineer-in-Charge will be final & binding.

4. PAYMENT SCHEDULE :

S. No.	Activities	%age of total amount	Cumulative %age
1.	On submission of conceptual drawings, design & layout plan, preliminary project report including preliminary cost estimate of project, Local bodies and statutory approvals	10	10
2.	On Submission / Finalization of detail architectural drawings, structural and service drawings & submission / Finalization of Detail Estimate & Details of measurement, Analysis of rate, tender drawings, specification and draft tender document/NIT	20	30
3.	On Submission/ Finalization of tender documents for call of tender.	10	40
4.	On Issue of "Good for Construction" (GFC) drawings.	10	50
5.	CONSTRUCTION STAGE		
6.	On completion of construction (50% work)	15	65
7.	On completion of construction (100% work)	15	80
8.	On submission of completion drawings to the local bodies.	10	90
9.	On approval of completion drawings by the local bodies.	10	100

Note:

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

5. TIME SCHEDULE:

S. No.	Activities	Time Period	
		For this Activity	Progressive period from commencement
A	PRELIMINARY STAGE		
A.1	Submission of conceptual drawings, design & layout Plan.	04 weeks	04 weeks
A.2	Approval of concept plan/design by ESIC.	02 weeks	06 weeks
A.3	Submission of project report including preliminary cost estimate of all project components after getting approval of plan from ESIC.	02 weeks	08 weeks
B	APPROVAL FROM LOCAL BODIES STAGE		
B.1	Submission of plan, model, reports, EIA Study etc to local bodies & approval from local bodies and obtaining Environmental clearance.	02 weeks	10 weeks
C	DETAILED DRAWINGS & DESIGN STAGE		
C.1	Submission of preliminary architectural drawings for Structural design and service drawings.	01 weeks	11 weeks
C.2	Submission of preliminary Structural design and drawings with the input form Proof consultants.	01 weeks	12 weeks
C.3	Submission of all Preliminary service drawings.	01 weeks	13 weeks
C.4	Submission of Detailed Architectural and Service drawings.	02 weeks	15 weeks
C.5	Submission of Structural design and Drawings.	01 weeks	16 weeks
C.6	Final "Good for Construction" (GFC) drawings.	01 weeks	17 weeks
C.7	Submission of Detailed estimate (DE) & Details of measurement, Analysis of rates, tender drawings, specifications and draft tender document (NIT).	01 weeks	18 weeks
C.8	Submission of Final tender documents for call of tender etc.	02 weeks	20 weeks

D	CONSTRUCTION STAGE	
D.1	Supervision, approval of shop drawings submitted by contractors and issue of finer details and drawings as per requirement.	As per construction contract period
F	POST CONSTRUCTION STAGE	
F.1	Obtaining completion certificate from local bodies	8 Weeks after date of completion of project.

GENERAL CONDITIONS OF CONTRACT

1. PERFORMANCE GUARANTEE

- 1.1. The Bidder shall submit an irrevocable **Performance Guarantee of 5%** (Five percent) of the bid amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within **15 (Fifteen) days** from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of **7 (Seven) days** on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Fixed Deposit Receipts / Deposit at Call receipt /Banker's Cheque /Demand Draft /Pay Order of the State Bank of India or any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of the State Bank of India or any Scheduled Bank in accordance with the form annexed hereto.
- 1.2. The Performance Guarantee shall be initially valid for **24 months** will be get extended till construction work of the buildings under scope the consultancy work is completed and **“completion / occupancy certificate”** is obtained from local bodies. The performance guarantee shall be returned thereafter to the Bidder, without any interest.
- 1.3. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the Bidder to pay President of India any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - c) Failure to execute any subcomponent for which action to get it done at Risk and cost of the bidder is taken.
- 1.4. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.
- 1.5. The performance guarantee shall be released on successful completion of all the activity as mentioned in the Time Schedule.
- 1.6.

2. RECOVERY OF SECURITY DEPOSIT

The Consultant Firm whose bid may be accepted (hereinafter called the Bidder) shall permit Government at the time of making any payment to him for the work done under the contract to deduct a sum at the rate of 2.50% of the gross amount of each running/stage payments

bill and final bill till the sum deducted, will amount to security deposit of 2.50% of the accepted bid value of the work. Such deductions will be made and held by Government by way of Security Deposit.

All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or from any sums which may be due to or may become due to the Bidder by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the Bidder shall within 10 days make good in cash, any sum or sums which may have been deducted from his security deposit. The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above. Earnest money deposited at the time of tenders will be refunded after receipt of Performance Guarantee.

3. COMPENSATION FOR DELAY

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

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

4. TERMINATION OF CONTRACT

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

- 4.1. If the Bidder having been given by the Engineer-in-Charge a notice in writing that he failed to deliver the products expected of them during or at the end of consultancy work and fails to comply with the requirement of such notice for a period of seven days thereafter.
- 4.2. If the Bidder has, without reasonable cause, suspended the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to perform the work

satisfactorily and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

- 4.3. If the Bidder fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- 4.4. If the Bidder persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- 4.5. If the Bidder shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- 4.6. If the Bidder shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- 4.7. If the Bidder shall obtain a contract with Government as a result of wrong Bidding or other non-bona fide methods of competitive Bidding or commits breach of integrity agreement.
- 4.8. If the Bidder being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- 4.9. If the Bidder being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- 4.10. If the Bidder shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

- 4.11. If the Bidder assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the Bidder has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

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

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

In case, the work cannot be started due to reasons not within the control of the bidder within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case bidder wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the bidder shall be refunded.

5. TIME FOR COMPLETION

- 5.1. The time allowed for completion of the consultancy job will be as specified in this bid document or the extended time in accordance with these conditions shall be the essence of the Contract. If the Bidder commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 5.2. If the work remains incomplete at any stage with reference to time schedule, and reason for delay cannot be substantiated, compensation @ 1% per month of delay to be computed on

per day basis subject to maximum 10% of agreed fee shall be levied on the consultant. The decision of Superintending Engineer of concerned project as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant

- 5.3. Request for extension of time, to be eligible for consideration, shall be made by the Bidder in writing on happening of the event causing delay to the Superintending Engineer. The Bidder may also, if practicable, indicate in such a request the period for which extension is desired. In any such case the Superintending Engineer may give a fair and reasonable extension of time and re-schedule the “time schedule”. Non application by the bidder for extension of time/ re-scheduling of “time schedule for works” shall not be a bar for giving a fair and reasonable extension/**re-scheduling of “time schedule”** by the Superintending Engineer and this shall be binding on the bidder

6. FORECLOSURE OF CONTRACT

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

7. SETTLEMENT OF DISPUTES & ARBITRATION

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

- 7.1. If the Bidder considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if Engineer-in-charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of arising of the disputes request the Chief Engineer or where there is no Chief Engineer, the ADG(CE/ADG) who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/ADG from the receipt of Bidder’s appeal. The constitution of Dispute Redressal Committee (DRC) shall be as below:

Standing Committee for Dispute Redressal of NZ-IV, CPWD, Dehradun

(A)	For Total claims more than Rs. 25.00 lakhs	
(i).	CPM Roorkee, Roorkee	Chairman
(ii)	Director (Works cum TLQA), NR-II, Lucknow	(Member Secretary
(iii)	SE(C), Allahabad Central Circle, Allahabad (For Civil / Composite Claims) OR SE(E), Lucknow Central Electrical Circle, Lucknow (For Electrical Claims only)	Member
(iv)	The SE in-charge of the work shall present case before DRC but shall not have any part in decision making.	
(B)	For total claims upto Rs. 25.00 lakhs	
(i)	Director (Works cum TLQ), NR-II, Lucknow	Chairman
(ii)	Executive Engineer(Planning/HQ), NZ-IV, Dehradun	Member Secretary
(iii)	EE(C), Dehradun Central Division No.I, Dehradun OR EE (E), Dehradun Central Electrical Division. Note – 1. : Depending upon nature of dispute. Note – 2. : For all works under NZ-IV except for works under their jurisdiction.	Member
(iv)	The Executive Engineer in-charge of the work shall present the case before DRC but will not have any part in decision making.	

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concern region of CPWD or if there is no ADG, the Director General, CPWD (CE/ADG/DG) for appointment of arbitrator on prescribed Performa under intimation to other party.

The CE/ADG/DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such request and after such dispute to arbitration. Whenever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-Charge to CE/ADG/DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding arbitrator. In the event of

- a) A party fails to appoint the second arbitrator or
- b) The two appointed arbitrators fail to appoint the Presiding Arbitrator, then The Director General CPWD shall appoint the second or Presiding Arbitrator as the case may be.

7.2. Disputes or difference shall be referred for adjudication through arbitration by a tribunal

having sole arbitrator where Tendered amount is Rs. 100 Crores or less. Where Tendered value is more than 100 crores, Tribunal shall consist of three arbitrators as above. The requirement of the arbitration and Conciliation act, 1996(26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference the decision of DRC.

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with Experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Govt. of India). This shall be treated as a mandatory qualification to be appointed as a arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration Act,1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.

The arbitral tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

8. BIDDER TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS

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

9. LEVY/TAXES PAYABLE BY BIDDER

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

10. JURISDICTION OF COURTS

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

11. CONFIDENTIALITY

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

12. NUMBER OF DOCUMENTS AND COPY RIGHT

12.1. All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in 6 (six) copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. Six copies of all the final drawings shall be submitted to the Engineer-in-Charge along with a soft copy in CD for reproducing it in A-1 or large size. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings/designs/reports will become the property of the Engineer-in-Charge. The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

12.2. **Issue of detailed working drawing/Modifications:** The consultant will issue 6 (six) copies of detailed working drawings architectural as well as structural drawings. Structural analysis & structural drawings shall be submitted after vetting by any of IITs, NITs or Government Engineering College of repute to be approved by the Engineer-in-charge. These drawings should be on suitable duly marked good for construction and signed by the Architect for taking up the work during execution any discrepancy pointed out by the Engineer-in-Charge with regard to mismatch between architectural drawings and structural drawings shall be set right by the consultant and fresh drawings or Part of drawings shall be issued by the consultant incorporating such correction/modifications and nothing extra shall be paid on this account.

12.3. The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

13. RESPONSIBILITY OF ACCURACY OF DESIGN:

13.1. The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the project. He shall indemnify the department against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project.

- 13.2. Consultant would ensure that the variation in quantities (Overall Values) shall not be more than 10%, subject to the department not making any changes after the bid.
- 13.3. The drawings prepared by the Consultant should have proper layer management and should be available to Department in Auto CAD format/soft copy in which the flexibility to make any change exists. These drawings shall be the property of the department.

FINANCIAL BID

I/We have read and examined the bid document relating to the Consultancy Services for "*Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital at Haridwar*".

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

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

S. No.	Item of Work	Quantity	Rate Per Sqm of plinth area of building	Total Amount both in Figures & Words (Inclusive of GST)
1	Providing consultancy services for Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital complex at Haridwar as per scope of work and Terms & Conditions of Bid document.	14220 Sqm		

- Payment shall be made on actual plinth area of the buildings only and cost of all the services, horticulture & site development works and other ancillary works as per scope of the work are deemed to be included therein for which nothing extra shall be paid.
- For calculation of plinth area, rules for working out the plinth area from plans as given in the Annexure-III of DPAR-2012 shall be followed.

I/We agree to keep this Financial Offer valid for **90 days** from the date of opening of Financial Bids. A copy of receipt of deposition of prescribed earnest money in receipt Treasury Challan/ Deposit at call Receipt of scheduled bank/ Fixed deposit Receipt of scheduled bank /Demand draft or pay order or Banker's cheque of scheduled bank/bank guarantee issued by a scheduled bank along with original instrument of EMD is scanned and uploaded. If I/We, fail furnish to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived there from to any person other than a person to whom we have authorized to communicate.

Date :

(Authorized signatory of the Applicant)

(Name and Address of Applicant)

1.....

2.....

(Name & Address)(Name & Address)

ACCEPTANCE OF BID

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

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

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

Dated:

(For & on behalf of President of India)

Signature.....

Designation.....

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of..... 2018.....

BETWEEN

President of India represented through Executive Engineer, Rishikesh Central Division, CPWD, Gate No.1, AIIMS Rishikesh here in after referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual / firm/ Company)

Through..... (Hereinafter referred to as the
(Details of duly authorized signatory)

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

Preamble:

WHEREAS the Principal/ Owner has floated the Bid (hereinafter referred to as “Bid”) and intends to award, under laid down organizational procedure, contract for Consultancy Services for the "*Comprehensive Architectural & Engineering Planning and Design of 100 bedded ESIC Hospital at Haridwar*". here in after referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Consultant(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter in to this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Bid / Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Bid, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Bid process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Bid process, provide to all Bidder(s) the

same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Bid processor the Contract execution.

- (c) The Principal/ Owner shall Endeavour to exclude from the Bid process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles here in mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the bidding process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the Contract execution:
 - (a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Bid process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid processor during the execution of the Contract.
 - (b) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.
 - (d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a bid but not both. Further, in cases where an agent participate in a bid on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel bid for the same item.

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

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/ Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days' notice to the Consultants shall have powers to disqualify the Bidder(s)/Consultant(s) from the Bid process or terminate / determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit :If the Principal/Owner has disqualified the Bidder(s) from the Bid process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of a Bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion In this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Consultants/Sub Consultants

- 1) The Bidder(s)/Consultant(s) undertake(s) to demand from all sub Consultants a commitment in conformity with this Integrity Pact. The Bidder/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Sub Consultants/ sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Consultants.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Bidder violate its provisions at any stage of the Bid process, from the Bid process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made /lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, CPWD.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Bid.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this Integrity Agreement / Pact or interpretation there of shall not be subject to arbitration.
- 6) Article 8: Legal and Prior Rights
- 7) All rights and remedies of the parties here to shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and /or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies afore said. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Bid/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

Date :

(Authorized signatory of the Applicant)

(Name and Address of Applicant)

FORM OF EARNEST MONEY DEPOSIT

(BANK GUARANTEE BOND)

WHEREAS, Contractor..... (Name of contractor) (herein after called "the Contractor") has submitted his tender dated (date)..... for the work (herein after called "the tender")

KNOW ALL PEOPLE by these presents that we (Name of bank)..... having our registered office at (herein after called "the Bank") are bound unto(name and division of Executive Engineer) (hereinafter called the "Engineer-in-charge") in the sum of Rs. (Rupees.....) for which payment well and truly to be made to the said Engineer-in-charge, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of THE CONDITIONS of this obligation are:

- (1) If after Tender opening, the contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Contractor, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to Contractor,

We undertake to pay to the Engineer-in-charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-charge having to substantiate his demand, provided that in his demand the Engineer-in-charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractors or as it may be extended by the Engineer-in-charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date:

SIGNATURE OF THE BANK

WITNESS:

(Signature, Name & Address)

SEAL

*Date to be worked out on the basis of validity period of **120 days** from the last date of receipt of tender

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

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

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

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

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

4. We(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) accordingly discharges this guarantee.
5. We.....(indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said bidder(s)

and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).
7. We (Indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto.....unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. (Rupees.....) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

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

PART -III

INPUT DETAILS

SITE LOCATION PLAN

