

Enquiry Particulars

Regional Office	EE - CED - I	Office Inviting Bids	Chandigarh - CE - E and F - EE - CED - I
Tender ID	102855	NIT/RFP NO	1/2024-25/CE/CCU/CED-I/New Delhi
Name of Work	Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi	Subwork/Packages	
Time Allowed	18 months	Tender Type	OPEN
Procurement Type	SERVICES	Bid Type	Item Rate
Type of Work	Consultancy Services	Category of Tender	CIVIL
Estimated Cost(INR)	₹ 0	Competitive Bidding Type	NCB

Bid Submission Dates

Last Date & Time of receipt of Pre-Bid Queries	20/02/2025 10:00	Receipt of Queries through	Email
Email	eeced1ccu-mef@nic.in		
Pre Bid Meeting Date & Time	20/02/2025 11:00	Pre Bid Meeting Venue	CE, CCU, MoEF & CC, 7th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi 110003
Bid Submission Closing Date & Time	11/03/2025 15:00	Bid Validity Period (In Days)	75 After Technical cum Eligibility Bid Opening
Bid Validity Expiry Date	25/05/2025 15:30	Tender Notice Type	Standard Notice Tender

Tender Inviting Authority Particulars

Office Inviting Bids	EE - CED - I	Designation	Executive Engineer
Address	Civil Construction Unit, 7th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Del	Contact Details	9953116700
Email	daulat.ram66@gov.in		

EMD Details

EMD (INR)	EMD in favour of	Mode of Payment
₹ 90,000	Executive Engineer, CED-I, CCU, MoEF&CC, New Delhi-110003	DD,FDR,BC,BG

Bid Openers

Department User Name	Region	Mobile Number	Email	Designation	Certificate serial No	Certificate Expiry
PREM SINGH MEENA	EE - CED - I	9953740290	preemmeena1976@gmail.com	Assistant Engineer	180a5af	11/03/2026 02:31

Department User Name	Region	Mobile Number	Email	Designation	Certificate serial No	Certificate Expiry
DAULAT RAM	EE - CED - I	9953116700	daulatram2508@gmail.com	Executive Engineer	188ea67	14/10/2026 02:47

Tender Documents

S.No	File Name	File Description	File Size (in Bytes)	Uploaded Date
1	NIT01CECCU.pdf	NIT01CECCU	1087373	15/02/2025 19:08
2	Eligibility.pdf	Eligibility	471236	15/02/2025 19:10

Mandatory Documents Details

S.No	Documents Required from Vendor	Document Type
1	a For CPWD empanelled architectural consultant	Mandatory
2	Insurance Surety Bond Demand Draft or Account Payee Bankers Cheque or FDR or Bank Guarantee of any commercial Bank against EMD	Mandatory
3	Receipt of deposition of Earnest Money Deposit to any division of CCU or CPWD in prescribed form	Mandatory
4	Copy of Empanelment of Architectural Consultant in CPWD All over India) of appropriate category class of the bidder.	Mandatory
5	PAN Card issued by Income Tax Department	Mandatory
6	Details of personnel employed	Mandatory
7	Experience of Team Leader	Mandatory
8	Experience of Team Members	Mandatory
9	GST registration Certificate if already obtained by the bidder	Mandatory
10	Any other document as specified in NIT	Mandatory
11	b) For non-CPWD empanelled architectural consultant	Mandatory
12	Insurance Surety Bond Demand Draft or Account Payee Bankers Cheque or FDR/ Bank Guarantee of any commercial Bank against EMD.	Mandatory
13	Receipt for deposition of original Earnest Money Deposit (EMD) to any division office of CPWD/CCU in prescribed form	Mandatory
14	Letter of transmittal	Mandatory
15	PAN Card issued by Income Tax Department.	Mandatory
16	Details of personnel employed.	Mandatory
17	Experience of Team Leader and team members	Mandatory
18	Certificate of Financial Turnover from CA (Form A)	Mandatory
19	Bankers certificate or Net worth (Form B and B-1)	Mandatory
20	Similar Work Experience in Proforma	Mandatory
21	GST registration Certificate, if already obtained by the bidder.	Mandatory
22	Any other document as specified in the bid documents.	Mandatory

Tender Covers

S.No	Cover Name	Bid Opening date	View Details
1	Technical cum Eligibility Bid	11/03/2025 15:30	View Action
2	Financial Bid	Financial Bid Date To be Decided Later	View Action

Technical cum Eligibility Bid

S.No	Documents Required from Vendor
1	Enlistment order copy of contractor
2	Work Experience Certificate
3	Certiifcate of financial turnover from CA
4	Net Worth
5	Details of works of similar class
6	Performance reports of works
7	Details of Personnel to be employed on work

Financial Bid

S.No	File Name	File Size(in Bytes)
1	102855-ItemrateCPWDSCHEDULE1.xls	49152

Close

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Name of work: Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi.

NIT No.: 1/2024-25/CE/CCU/CED-I/New Delhi.

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Executive Engineer, CED-I, CCU
(For and on behalf of the President of India)

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT

The Executive Engineer, CED-I, Civil Construction Unit (CCU), Ministry of Environment, Forest & Climate Change (MoEF&CC), CGO Complex, Lodhi Road, New Delhi -110003 ([email-eeecd1ccu-mef@nic.in](mailto:eeecd1ccu-mef@nic.in)) invites on behalf of President of India online item rate **bids** in two bid system (eligibility bid and financial bid) from approved and eligible empanelled architectural consultant in CPWD (All over India) of appropriate category/class (Category I or II or III) and the eligible non-empanelled architects/ consultants for the following work:-

Sl. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest Money	Stipulated Period of Completion	Last date & time of online submission of Technical bid /other documents as specified in bid	Time & date of opening of Technical bid
1	1/2024-25/CE/CCU/CED-I/New Delhi	Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi	-	90,000/-	18 Months or 2 months after completion of construction work whichever is later	11.03.2025 upto 03:00 PM	11.03.2025 upto 03:30 PM

* To be filled by the EE, CED-I, CCU.

1. The intending Architectural Consultants/Bidders must read the terms and conditions of NIT carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. Non-CPWD empanelled architectural consultant who fulfil the following criteria shall be eligible to apply [These criteria are not applicable for CPWD empanelled architectural consultant of appropriate category/class]:
 - a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited-
 - (i) Three similar consultancy works each costing not less than **Rs. 18.0 Lakhs** or two similar consultancy works each costing not less than **Rs. 27 Lakhs** or one similar consultancy work costing not less than **Rs. 36.0 Lakhs**.

“Similar Work” shall mean Providing consultancy services for the construction/development of institution building/project having minimum built up area of 9000 Sqm and development work of minimum 10 acre all executed under one agreement.

Note-1: For this purpose, “Cost of work” shall mean gross value of the completed consultancy work. This should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent.

In case the certificate of work experience has been issued by any Pvt. Firm / Agency / Builder, the bidders will have to submit the documentary proof of the TDS (Form -26AS) with income tax department to ensure actual value of work done.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of tenders.

- b) Should have had Average Annual Financial Turnover of Rs. 13.5 Lakhs on consultancy works during the last three years ending 31st March 2024 (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum.
 - c) Should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive balance sheets (standalone financial statement), ending 31st March 2024.
 - d) Should have a Banker's Certificate from a commercial Bank for Rs. 18 Lakhs or Net Worth certificate of minimum Rs. 4.5 Lakhs issued by certified chartered accountant with UDIN (Scanned copy of original to be uploaded).
2. The enlistment/empanelment of the bidders should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment/empanelment of bidder should be valid on the original date of submission of bids.
 3. This information and Instructions for bidders posted on website shall form part of bid document.
 4. The bid document consisting of the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.etender.cpwd.gov.in free of cost.
 5. The bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD/ CCU, MoEF&CC within the period of bid submission and uploading the mandatory scanned documents such as Insurance Security Bond, Account payee Demand draft or Banker’s Cheque or Fixed Deposit

Receipts or/ and Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of “**Executive Engineer, CED-I, CCU, MoEF&CC, New Delhi**”, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/AE), CPWD/CCU, MoEF&CC and other documents as specified.

6. The intending bidder must have valid Class-III digital signature with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMSigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.
7. **Pre-bid conference shall be held at office of CE, CCU, 7th floor CGO Complex, Lodhi Road, New Delhi -110003 at 11:00 Hrs. on 20.02.2025** to clear the doubt of intending bidders, if any. The bidders may send queries (**email- eeced1ccu-mef@nic.in**) before the meeting. After pre-bid conference, certain Clarification / modifications may be issued by uploading on website, all modifications/ addendums/ corrigendum issued regarding this bidding process, shall be uploaded on website only.
8. Those consultants who are not registered or have not updated their profile on the website mentioned above, are required to get registered / update their profile beforehand. The necessary training materials including the videos with step-to-step process are available on download section of <https://etender.cpwd.gov.in>.
9. On opening date, the consultant can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
10. Bidders can upload documents in the form of JPG format and / or PDF format.
11. Bidders must ensure to quote rate in the prescribed column(s) meant for quoting rate in figures appears in yellow 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 total 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 Affidavits as prescribed in the NIT are to be submitted on stamp papers duly attested by a Public Notary.**
13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified consultants to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
14. The Consultant/Architectural firms shall have to engage sub-consultant (if not having in house expertise) with requisite experience.

15. The consultant shall submit the credentials of such sub- consultants within 15 days of date of start of work to the Engineer-in-charge for approval. The consultant shall submit a list of all sub-consultants having experience of executing at least 1 number similar project in the last 07 years. The consultant will get the above sub-consultants approved from the department before assigning any job to them. The consultant shall obtain approval of Engineer-in-charge before engaging/entering into MOU with the sub- consultants. The consultant shall submit the MOU/agreement with such sub-consultants to the Engineer-in- Charge for record. A penalty of Rs. 1000/- per day shall be levied on the consultant for each day's delay in submitting the list of sub-consultants for each discipline as per above.

16. List of Documents to be scanned and uploaded within the period of tender submission

a) For CPWD empanelled architectural consultant:

- (i) Insurance Surety Bond, Demand Draft/ Account Payee Banker's Cheque / FDR/ Bank Guarantee of any commercial Bank against EMD.
- (ii) Receipt of deposition of Earnest Money Deposit to any division of CCU/CPWD in prescribed form.
- (iii) Copy of Empanelment of Architectural Consultant in CPWD (All over India) of appropriate category / class of the bidder.
- (iv) PAN Card issued by Income Tax Department.
- (v) Details of personnel employed
- (vi) Experience of Team Leader
- (vii) Experience of Team Members
- (viii) GST registration Certificate, if already obtained by the bidder.

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents.

"If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CCU, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CCU or GST department in this regard".

- (ix) Any other document as specified in NIT.

b) For non-CPWD empanelled architectural consultant –

- (i) Insurance Surety Bond, Demand Draft/ Account Payee Banker's Cheque / FDR/ Bank

Guarantee of any commercial Bank against EMD.

- (ii) Receipt for deposition of original Earnest Money Deposit (EMD) to any division office of CPWD/CCU in prescribed form.
- (iii) Letter of transmittal.
- (iv) PAN Card issued by Income Tax Department.
- (v) Details of personnel employed.
- (vi) Experience of Team Leader
- (vii) Experience of Team Members
- (viii) Certificate of Financial Turnover from CA (Form 'A').
- (ix) Banker's certificate or Net worth (Form 'B' and 'B-1').
- (x) Applicant's Similar Work Experience in Proforma along with user department certificates for work experience containing 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.
- (xi) GST registration Certificate, if already obtained by the bidder.

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents.

"If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CCU, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CCU or GST department in this regard".

- (xii) Any other document as specified in the bid documents.

If any required document is not scanned and uploaded while submitting bid, the bid submitted shall become invalid and will not be considered in e-Tendering process and the bid shall be summarily rejected.

Executive Engineer, CED-I, CCU
(For and on behalf of the President of India)

Notice Inviting 'E'-tender'

1. Online item rate bids in two bid system (eligibility bid and financial bid) are invited on behalf of President of India from approved and eligible empanelled Architectural Consultant in CPWD (All over India) of appropriate category/class (Category I or II or III) and the eligible non-empanelled architects/ consultants for the work **“Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi”**.

1.1 The enlistment/empanelment of the bidders should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment/empanelment of bidder should be valid on the original date of submission of bids.

1.2 The intending Architectural Consultants/Bidders must read the terms and conditions of NIT carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. Non-CPWD empanelled architectural consultant who fulfil the following criteria shall be eligible to apply [These criteria are not applicable for CPWD empanelled architectural consultant of appropriate category/class]:

- a. Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited-

- (i) Three similar consultancy works each costing not less than **Rs. 18.0 Lakhs** or two similar consultancy works each costing not less than **Rs. 27 Lakhs** or one similar consultancy work costing not less than **Rs. 36.0 Lakhs**.

“Similar Work” shall mean Providing consultancy services for the construction/development of institution building/project having minimum built up area of 9000 Sqm and development work of minimum 10 acre all executed under one agreement.

Note-1: For this purpose, “Cost of work” shall mean gross value of the completed consultancy work. This should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent.

In case the certificate of work experience has been issued by any Pvt. Firm / Agency / Builder, the bidders will have to submit the documentary proof of the TDS (Form -26AS) with income tax department to ensure actual value of work done.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of tenders.

- b. Should have had Average Annual Financial Turnover of Rs. 13.5 Lakhs on consultancy works during the last three years ending 31st March 2024 (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum.
 - c. Should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive balance sheets (standalone financial statement), ending 31st March 2024.
 - d. Should have a Banker's Certificate from a commercial Bank for Rs. 18 Lakhs or Net Worth certificate of minimum Rs. 4.5 Lakhs issued by certified chartered accountant with UDIN (Scanned copy of original to be uploaded).
2. It is proposed to do **Modernization of the entrance plaza of NZP, New Delhi.**
3. Agreement shall be drawn with the successful Bidder on prescribed Form. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time period for carrying out the work is **18 Months** or 2 months after completion of construction work whichever is later.
5. 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.etender.cpwd.gov.in free of cost.
6. Each bidder should fully acquaint himself of all local conditions, local bye laws and factors, details of ownership of the said plot of land which may have any effect on the execution of services covered under this document and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the Bidders before submitting the proposals. CCU will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the Bidder at the time of submission of bid. The bidders are strongly advised to inspect the site and assess all site conditions including geotechnical conditions.
7. After submission of the bid the Bidder can re-submit revised bid any number of times but before and up to the specified last date and time for submission of bid.
8. While submitting the revised bid, consultant 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.
9. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e- Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks (drawn in favour of **Executive Engineer, CED-I, CCU, MoEF&CC, New Delhi**) 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, CCU/CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

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 including e- Bank Guarantee of any Commercial bank having validity for a period of **90 days** or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment/empanelment Order and certificate of work experience and other documents as specified in the notice inviting e- tender shall be scanned and uploaded on the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e- tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD/CCU and other document scanned and uploaded are found in order.

10. The bid submitted shall become invalid and e-Tender processing **fee** (if applicable) shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total 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.
11. The bidder whose bid is accepted will be required to furnish performance guarantee. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the consultant fails to deposit the said performance guarantee, the Earnest Money deposited by the consultant shall be forfeited automatically without any notice to the consultant. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
12. The description of the work is as follows:
“Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi”

13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid 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 bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the consultants who resort to canvassing will be liable for 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 bidders shall be bound to perform the same at the rate quoted.
16. The consultant/bidder shall not be permitted to bid for works in the CCU Circle responsible for award and execution of contracts, in which his near relative is posted as a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (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 Gazetted officer in the Civil Construction Unit or in the Ministry of Environment, Forests and Climate Change. Any breach of this condition by the consultant would render him liable to be removed from the approved list of consultants of the Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a consultant for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the consultant 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 consultant's service.
18. If any tenderer withdraws his tenders or makes any modifications in the terms and conditions of the tender during the period of validity of tender (including extended validity of tender) specified in the tender documents, which is not acceptable to the department or if, after acceptance of the bid, fail to submit Performance guarantee before the deadline as defined in the NIT/bid documents, the tenderer will be suspended from bidding, making him ineligible to bid for CCU tenders all over India for a period of two year from the date of issue of the order stating so and issued under the authority of Executive Engineer of this work.
19. The bid for the work shall remain open for acceptance for a period of 75 (**Seventy Five**) days from the date of opening of eligibility bids.
 - i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

- ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
20. This notice inviting tender shall form a part of the contract document. The successful bidders/consultant, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of the Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

Executive Engineer, CED-I, CCU
(For and on behalf of the President of India)

Chapter 3

INFORMATION AND INSTRUCTION FOR BIDDERS FOR ELIGIBILITY BID

CHAPTER 3

INFORMATION AND INSTRUCTION FOR BIDDERS FOR ELIGIBILITY BID

1.0 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. 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.
- 1.4. 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.
- 1.5. The department reserves the right to verify the credential submitted in respect of initial eligibility criteria before opening of Financial Bid or thereafter.
- 1.6. 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 CCU.

2.0 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. The expression **Works** means “Consultancy Services under scope of this Contract”.

- 2.5. 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.
- 2.6. 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.

3.0 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.

4.0 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.

5.0 PARTICULARS PROVISIONAL

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

6.0 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.

7.0 INITIAL ELIGIBILITY CRITERIA:

7.1 The intending Architectural Consultants/Bidders must read the terms and conditions of NIT carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

The bidder shall be from approved and eligible empanelled Architectural Consultant in CPWD (All over India) of appropriate category/class (Category I or II or III). The enlistment/empanelment of the bidders should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment/empanelment of bidder should be valid on the original date of submission of bids.

Non-CPWD empanelled architectural consultant who fulfil the following criteria shall be eligible to apply [These criteria are not applicable for CPWD empanelled architectural consultant of appropriate category/class]:

- a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited-
 - (i) Three similar consultancy works each costing not less than **Rs. 18.0 Lakhs** or two similar consultancy works each costing not less than **Rs. 27 Lakhs** or one similar consultancy work costing not less than **Rs. 36.0 Lakhs**.

“Similar Work” shall mean Providing consultancy services for the construction/development of institution building/project having minimum built up area of 9000 Sqm and development work of minimum 10 acre all executed under one agreement.

Note-1: For this purpose, “Cost of work” shall mean gross value of the completed consultancy work. This should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent.

In case the certificate of work experience has been issued by any Pvt. Firm / Agency / Builder, the bidders will have to submit the documentary proof of the TDS (Form -26AS) with income tax department to ensure actual value of work done.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of tenders.

- b) Should have had Average Annual Financial Turnover of Rs. 13.5 Lakhs on consultancy works during the last three years ending 31st March 2024 (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum.
- c) Should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive balance sheets (standalone financial statement), ending 31st March 2024.

Should have a Banker's Certificate from a commercial Bank for Rs. 18 Lakhs or Net Worth certificate of minimum Rs. 4.5 Lakhs issued by certified chartered accountant with UDIN (Scanned copy of original to be uploaded).

8.0 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 <https://etender.cpwd.gov.in>. The Department may at its discretion extend the deadline for the submission of bids. Such amendments shall form part of this Bid document.

9.0 DISQUALIFICATION FROM THE SELECTION PROCESS: Consultants are liable to be disqualified, if they:

- i) Make misleading or false representation, or deliberately suppress any information in the forms, statements and enclosures required to be submitted by them.
- ii) 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.
- iii) Resort to any unethical means, like attempting to influence the evaluation committee officials.

10.0 SUBMISSION OF BIDS:

- 10.1. **Bid** shall be submitted online on above website i.e. <https://etender.cpwd.gov.in> 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.
- 10.2. For submission of online bids, the Bidder must have **valid class-III digital signature** and registered on the website i.e. <https://etender.cpwd.gov.in>. 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.

10.3. The bid shall comprise of following documents:

a) **Earnest Money Deposit:**

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

b) **Eligibility Bid:**

- The documents required for assessing eligibility of Bidders as mentioned in the bid documents

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 fulfil obligations as per scope of work within the total quoted fees shall rest solely with the consultant.

11.0 EVALUATION CRITERIA FOR ELIGIBILITY / TECHNICAL BIDS

11.1. Bids shall be Evaluated in Two Stages:

Evaluation of Initial Eligibility Criteria: The Initial Eligibility Criteria prescribed in Para 7.0 above 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 shortlisted for Stage-II evaluation.

Evaluation of Technical Bids: 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'.

Evaluation of financial Bids: 'Financial bids' of only those bidders, who qualify the Technical Bids, will be opened.

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

Stage	Requirements / Important Components
Stage-I : Short listing of eligible bidders for Evaluation of Technical Bids	a) Registration on https://etender.cpwd.gov.in website for downloading Bid document and site drawings and submission of bids. b) Technical queries, if any, will be clarified during pre-bid meeting with prospective applicants.

	<p>c) Submission of Eligibility Bid by uploading EMD and documents supporting eligibility criteria and credentials as per the details given in the document.</p> <p>d) Submission of online ‘Financial Bids’ in prescribed format.</p> <p>e) Short listing of consultants for Stage-II.</p>
<p>Stage-II: Short listing of bidders for opening of Financial Bids</p>	<p>a) Shortlisted Consultant to give presentations on concept design proposal, competence and their capacity in project delivery, project experience, diversity of plants, themes, conservation and sustainability, various aspects of botanical garden, approach to detailing of scope, preparation of tender documents, experience of sub consultants including MEP and interior design consultants. Technical Score to be given based on above.</p> <p>b) Opening of Financial bid of applicants who qualify evaluation criteria of technical bid.</p>

11.2. EVALUATION OF INITIAL ELIGIBILITY CRITERIA

11.2.1. The *Initial Eligibility Criteria* prescribed in Para 7.0 above will first be scrutinized and the Bidder’s eligibility for the work will be determined.

11.2.2. Bidders who qualify the above stated *Initial Eligibility 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.

11.3. EVALUATION OF TECHNICAL BIDS

11.3.1. 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 Department.

11.3.2. 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 Department.

11.3.3. ‘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 and overall landscape scheme for botanical garden. 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 architectural design and brief report, Employer will call the Applicants to make a presentation. Maximum time allotted for the power-point presentation will be 40 minutes.

11.4. The evaluation of the Technical Bids shall be broadly on the basis of concept, detailing, design methodology, 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 Department.

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

S. NO.	PARAMETERS	MAX MARKS	MARKS AWARDED
PART-I: PROJECT PERSONNEL (Qualification & Experience) (Max. Marks= 100):			
A	Team Leader / Project Architect (Max. Marks= 30):		
(i)	Graduate with 15 Yrs Experience - 20 Marks Post Graduate with 15 Yrs Experience - 25 Marks Post Graduate with 25 Yrs Experience - 30 Marks	30	
B	Team Members / Domain Experts (Max. Marks= 70):		
	10 marks for each in-house Professional having minimum 10-year experience and 5 marks for each Associated Professional having minimum 10 year experience each in-house Professional having less than 10-year experience)		
(ii)	Architects	30	
(iii)	Structural Engineers	10	
(iv)	Landscape Architect	10	
(v)	MEP Engineers	10	
(vi)	Green Building Consultant	10	

TOTAL PART- I		100	
PART-II : PRESENTATION OF REPORT (Max. Marks= 275)			
A	Site layout and land utilization, Urban Context, diversity of plants, themes Landscaping & aesthetics and Parking (Max. Marks= 100)		
(i)	Site Layout and land utilization	30	
(ii)	Urban context, diversity of plants, themes	30	
(iii)	Landscaping & aesthetics of various aspects of botanical garden	20	
(iv)	Parking, waterbodies	20	
B Concept & Design of buildings/project (Max. Marks = 150)			
(v)	Concept & Design	40	
(vi)	Space programming, waiting areas, service areas, Light and ventilation	30	
(vii)	Design methodology, approach for detailing of scope of work and preparation of EPC bid Document for implementation of project	30	
(viii)	Design approach for MEP services including Solar power generation, External services etc.	20	
(ix)	Eco friendly/ Environment aesthetics / sustainability	15	
(x)	FAR utilization and future expansion	15	
C	Building efficiency, services in building and FAR utilization etc (Max Marks= 25)		
(xi)	Building efficiency, services in building	15	
(xii)	Conservation of water	5	
(xiii)	Waste management system	5	
TOTAL PART- II		275	
PART-III: 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	10	
(iii)	Bidder's knowledge and understanding of project requirement	10	
Total part-III		25	
Total Technical Marks (T)		400	

11.6. Firms securing **60%** or more Technical Marks 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.

12.0 OPENING OF FINANCIAL BIDS & SELECTION OF SUCCESSFUL BIDDER

12.1. After evaluation of technical bids, Technical Marks 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.

12.2. The lowest financial proposal (C_{low}) shall be given a Financial Score (FS) of 100 points. The financial score (FS) of other proposals will be determined using the formula: $FS=100 \times C_{low}/C$, in which FS is the Financial Score of the bidders, C_{low} is the lowest fees and C is the fees quoted by respective bidders.

12.3. Similarly, proposal with the highest Technical Marks (as allotted by the Evaluation Committee) shall be given a Technical Score (TS) of 100 points and other proposals be given technical score that are proportional to their Technical Marks w.r.t. the highest Technical Marks using the formula: $TS=100 \times T/T_{high}$, in which TS is the Technical Score of the bidders, T_{high} is the highest Technical Marks and T is the Technical Marks of respective Bidders.

12.4. The bidders may please note that **75% weightage** will be given to the **Technical Score (TS)** and **25% weightage** will be given to the **Financial Score (FS)** of the Technically qualified bidders for final Selection of successful Bidder.

12.5. Proposals will be ranked according to their Combined Weighted Score (S) to the 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=0.75, and F=0.25 in this bid. The Combined Score shall be calculated using the following formula:

$$\text{Combined Weighted Score, } S = TS \times T + FS \times F.$$

The Bidder who gets the maximum Combined Score (S_{max}) shall be declared successful. This has been demonstrated by the example as below:

Let us assume the 3 participating bidders having their Technical Marks (T) and Quoted Fee (C) as below:

<u>S. No.</u>	<u>Bidder</u>	<u>Technical Marks (T)</u>	<u>Quoted Fee (C) Rs. In lacs</u>
1	A	350	60
2	B	300	40
3	C	375	50

The Technical Scores will be applied a weightage of 75%. The lowest fee (C_{low}) i.e. Rs.40 Lacs will be given Financial Score (FS) of 100 and the highest Technical Marks (T_{high}) i.e.

375 marks will be given Technical Score (TS) of 100. Financial Score of other bidders will be worked out on proportionate basis and thereafter weightage of 25% 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 bidders A $S_A = 0.75 \times (100 \times 350 / 375) + 0.25 \times (100 \times 40 / 60) = 86.67$ marks

Combined Score of bidders B $S_B = 0.75 \times (100 \times 300 / 375) + 0.25 \times (100 \times 40 / 40) = 85.00$ marks

Combined Score of bidders C $S_C = 0.75 \times (100 \times 375 / 375) + 0.25 \times (100 \times 40 / 50) = 95.00$ marks

As per above, the Bidder C gets the maximum Combined Score (S_{max}) 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 department has right to accept or reject any or all bids without assigning any reason.

13.0 AWARD OF WORK

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.

DETAILS OF 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	Landscape Architect							
4	MEP Engineers							
5	Horticulture Expert having experience of development of Botanical Garden							
6	Green Building Consultant							

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

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 of Team Leader
(Project Architect)**

Date:

Seal & Signature of bidder(s)

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

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 of Team Member

Date:

Seal & Signature of bidder(s)

Chapter 4

SCOPE OF CONSULTANCY SERVICES

Chapter 4

SCOPE OF CONSULTANCY SERVICES

4.1 GENERAL SCOPE OF WORK:

- a. The consultancy services shall be provided for the proposed work of Modernization of the entrance plaza of NZP, New Delhi having minimum plinth area 9000 sqm and development area of minimum 35000 Sqm. The broad user requirements are as under:
 - (i) Parking area: - 16000 Sqm for two-wheeler, three-wheeler, four-wheeler, bus etc. including multilevel parking with semi-permanent structure using steel or suitable material for 4000 sqm space.
 - (ii) Path way, bus lane, pedestrian & common circulation area: - 8000 sqm.
 - (iii) Common utility, food court: - 2000 sqm.
 - (iv) Entrance plaza including: - Clock room, Entry gate, security related building, Queue management area, souvenir shop, visitor center: - 2500 sqm.
 - (v) Entry gate at Mathura Road, near existing bus stop and realignment of existing exit gate at Mathura Road for smooth and safe circulation of visitor area approx.: - 500 sqm.
 - (vi) Existing foot over bridge near petrol pump to be extended and to gate drop inside NZP area: - 200 sqm.
 - (vii) Balance 11000 sqm area for Landscaping and future expansion.
 - (viii) Any other related facility required within the development zone.
- b. Scope of work in this NIT includes (but not limited to) carrying out digital ground survey, preparation of conceptual design and drawings, architectural planning, structural design, preparation of tender document, preparation of detailed working drawings and good for construction drawings, all local body as well as statutory approvals for commencement to completion of proposed development and work including obtaining occupancy certificate, if required.
- c. The consultant shall carry out detailed design/drawings of architectural, structural features and of all required services of civil, electrical & mechanical, horticulture work.
- d. It should be clearly understood that the description of services is only indicative and the consultant shall be required to design any other services which may be required for operation and functioning of the building whether or not expressly mentioned hereinafter till completion of the entire project to the satisfaction of CCU.
- e. 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 up to the date of withdrawal of such item / item of work and services. Here, decision of Engineer-in-charge as to the extent of work completed and accepted shall be final and binding on the consultant.

- f. The consultant shall maintain constant, regular and proactive interaction with the department, construction agency and structural / services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/specifications etc.
- g. The services of the consultant shall be available during execution phase. All necessary modification/corrections shall have to be carried out by the consultant as and when the need arise.
- h. The Consultant and the Sub-Consultants may also be required to visit the works during execution stage along with the field staff and may advise Engineer-in-Charge to ensure that the consultancy works are being executed as per approved architectural scheme provided by the Consultants. Rendering advice during this phase shall also be responsibility of the Consultant.
- i. The consultant shall assist the department regarding the sequence and methodology of construction.
- j. The consultant (along with sub-consultant) shall co-ordinate with the department and attend meetings with the department as and when required including meeting with the user department and bidders for construction work.
- k. The consultant shall also assist the department in making presentation of the project in comprehensive manner or in parts as decided by the Department and necessary presentation materials shall be provided by the consultant without any extra cost.
- l. The consultant shall have to get the structural analysis/design and drawings checked by the proof consultant. The fee of the proof consultant will be paid by CCU. The selection of proof consultant shall be carried out with the prior approval of the department.
- m. The consultant shall comply with all applicable laws, bye-laws, and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project. The consultant shall comply with the applicable norms of local as well as Central Govt. Bodies/Authorities.
- n. The consultant shall prepare a complete documentary film of 3 minute and a Coffee table book detailing the complete progress of the project from concept to completion, highlighting the salient features of the project, the challenges faced, the innovations implemented etc. The documentary film would be complete with professional voice over, animations, photographs and videos. For this purpose, the consultant shall arrange on its own all required documents/photographs/ videos right from the date of start of consultancy work. This film and the Coffee table book shall be prepared and submitted on the date of physical completion of the construction work at site as determined by the Engineer-in-Charge. **The consultant will be paid @ Rs.40,000/- per minutes for documentary film. No extra payment shall be made**

for Coffee table book. In case of documentary film prepared is more/less than 3 minutes, payment/deduction shall be made on pro-rata basis i.e. **@ Rs. 40,000/- per minutes.**

- o.** The consultant shall prepare walk through showing aerial view of proposed campus, building and showing views of proposed development having duration of minimum 3 minutes as per direction of engineer-in-charge. **The consultant shall be paid @ Rs. 60,000/- per minutes for preparing the walk through. In case of walk through prepared is more/less than 3 minutes, payment/deduction shall be made on pro-rata basis i.e. @ Rs. 60,000/- per minutes.**
- p.** The Consultant and his staff will inspect the works during execution stage to ensure that the works are being executed as per approved scheme and render appropriate advice and carry out all site related modifications in the designs and drawings.
- q.** The scope of the work as defined is not exhaustive and may include preparation of concept/preliminary design if the same is required for detailed planning/design wherever required. Thus, the consultant may also have to provide conceptual/ preliminary plans/ drawings for any component of work given in scope of work, as per directions of Engineer-in-Charge.

4.2 The detailed scope of Work: The CCU/User department would furnish the detailed user requirements and area schedule for various functions associated with the project to the Architect Firm / Consultant. The Architect Firm / Consultant shall, thereupon render the following services and will be deemed to be included in their quoted price unless mentioned otherwise.

4.2.1 Pre-construction Stage

4.2.1.1 Preliminary Design: - The consultant shall -

- a.** Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b.** Prepare topographical survey plan. Soil investigation of the land under reference shall be got done by consultant and the cost of soil investigation shall be deemed to be inclusive in the rates quoted by the consultant. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
- c.** Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its components/services and cost of all such items involved. The Architect firm/Consultant should submit the preliminary design and design basis Report and modify it if considered necessary by CCU. Site inspections for finalization of above details shall be conducted by the Architect firm/Consultant.

- d. Prepare and give presentations on the work as and when required by CCU/User department and shall incorporate the changes desired by CCU/ User department without any extra cost.
- e. Within 15 days of start of the work of consultancy, shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract, all target dates such as appointment of sub-consultants, target dates of submission of concept drawings for each item of work in scope etc.
- f. Prepare the design/submission drawings as per the local building Bye Laws. The architectural design shall be carried out in terms of specifications of latest versions of Bureau of Indian Standards (BIS) Codes, National Building Code 2016 and other approvals/guidelines applicable to this work.
- g. Prepare preliminary project report including preliminary estimate based on the plinth area rate as per CPWD norms. The estimate shall also include the non-PAR items on prevailing market rate along with justification, specification. The report shall include on identification of Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services.
- h. Obtain the approval of CCU/ user department of above and supply 5 copies of approved site plan (Layout Plan).
- i. Prepare & submit of models (in the desired scale) and perspective views of the complete scheme as per requirement of local/statutory body as per requirement.

4.2.1.2 Detailed Design: The Consultant shall-

- a. Coordinate between various state agencies and other stakeholders in order to incorporate requirements and considerations. The Consultant shall coordinate preliminary design of all components of proposed structures with other agencies.
- b. Prepare interior design and furniture layout/furnishing etc. Equipment layout drawings will be in suitable scale as per direction of the Engineer-in-Charge.
- c. Collect all data regarding existing services in the area e.g. Sewer, Power, Water supply, Metro, Rail/ Roads etc.
- d. Do integration of site services with existing services in the area e.g. Sewer, Power, Water supply, Metro, Rail/ Roads etc. This requires liasoning with statutory authorities.
- e. Prepare the DPR covering the following:
 - i) Detailed Architectural & flowchart drawings.
 - ii) Design Basis Report for all components including services that are part of this agreement. The consultant shall identify necessary existing conditions, soil condition, climatic condition and usage requirement in considerations while

formulation the design basis report.

- iii) Detailed Technical Specification of each work (other than those covered under CPWD specifications) as a part of the Design Report which will act as a reference for the Consultant(s) to carry out activities.
- iv) Bills of quantities based on detailed design of various components duly priced along with take-off sheets. All estimates shall be prepared on the basis of CPWD schedule of rates, norms wherever applicable and on the basis of market rate analysis where CPWD schedule of rates etc. are not applicable. These estimates should be comprehensive and should include all items as per drawings and specifications. Detailed analysis for the item not included in CPWD schedule of rates/DSR etc. shall have to be submitted.
- v) Prepare the cost estimates and BOQ for the purpose of assistance in tendering process for selection of consultant(s). The Consultant shall be responsible for accuracy of the BOQ items.
- vi) Submit market rate analysis for Non-Schedule Items supported with Quotations.
- vii) Supplying Five copies of the same with the detailed drawings to CCU.
- f. Obtain the approval of layout plan & drawing from the competent authority, statutory body, in case required, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings shall be submitted to CCU.
- g. Prepare Electrical / Mechanical Drawings / Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- h. Discuss all the points/shortcomings/new requirements, if any, with the Local bodies/ Govt./ Authorities/CCU/ State/Central Govt. and shall take their concurrence on all the observations.
- i. Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with CCU/ user department representatives/ local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/CCU/ Central Govt. or any other agency, as and when required.
- j. Obtain tree cutting permissions and conduct Environmental Impact assessment, Social Impact Assessment, if required and their clearance from concerned statutory bodies.
- k. Prepare & submit required set of Tender Documents to call tender for appointment of Contractor. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names. The consultant shall prepare and submit the detailed estimate with quotations wherever required, notice inviting tender, justifications statement etc.

- l. Incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules.
- m. The scope of work shall be as defined above, however, CCU reserves the right to exclude any of the above services from the scope of the Consultants' work.

4.2.1.3 ELECTRICAL & MECHANICAL SERVICES: The Consultancy services to be provided by consultant shall include-

- a. **Preparation of Preliminary & Detailed Estimates, preparation/development of Design and Drawings, Vetting of shop drawings, technical submittals** of following:
 - i. Electrical installations including all internal EI, fittings. sub mains MCD DB/fixtures, Lightning protection and Earthing system, Cable TV/dish antenna system, External Lighting and facade lighting, Power Supply Distribution system with main panel, subpanels, rising mains etc. including emergency and backup supply, UPS supply, solar power generation supply etc.
 - ii. Sub-station equipment's, Design of DG Set, Firefighting system, Addressable fire alarm system, UPS, EPBAX, LAN, Lifts, Escalators, Solar Water heating system, PV solar power Generation system etc. as per requirement.
 - iii. HVAC System, Smoke Ventilation System, Pressurization System, STP, ETP, WTP, RO Plant, Boiler, Building / Energy Management system controlling all essential services, CCTV system, Access control system, Electrical Signages, Design of audio and visual services where ever needed.
- b. Proper coordination with civil / electrical & mechanical engineering features/services, Liaisoning of all statutory agencies etc. for obtaining the pre-construction and post construction clearances. **The statutory payments to these agencies shall be borne by the CCU.**
- c. Designing of E&M services as per local byelaws, prevailing Fire Services, BIS, NBC, ECBC, CPWD specifications and standards.
- d. Self-understandable design, clear generic specifications i.e. not favouring any specific vendor.
- e. Preparing Design basis Report, design calculation including working/detailed services drawings, schedules, Bill of quantity/inventories and specification of materials and workmanship, in sufficient detail to enable to prepare a tender.
- f. Providing detailed specifications, description of the items, analysis of rates on basis of current/prevaling market rates for all items covered in detailed estimate.
- g. Preparation & submission of detailed specifications & list of makes for all the equipment

to be installed at site.

4.2.2 Construction Stage: The consultant shall-

- a. Get the structural designs of various components of buildings / structures proof checked. He shall also sign over the Good for construction structural / MEP / Services drawings.
- b. Prepare, check, finalize & submit five sets of good for construction architectural drawings.
- c. Prepare the combined integrated drawing of all services (For internal & external services separately).
- d. Prepare an integrated plan of all services being laid in false ceiling wherever required.
- e. Provide all technical assistance, further clarifications, details, designs and drawings required by the contractor(s) during the construction stage and address any queries raised by the contractor(s) for all components & services/utilities.
- f. Supply to CCU such further drawings, specifications or details which may be required for proper execution of work.
- g. Obtain CCU's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- h. Provide BOQ, Specifications, detailed analysis for any extra items and its justification.
- i. Undertake site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site. **The cost of the site visit shall have to be borne by the consultant and shall be covered within his accepted tendered cost and nothing extra shall be payable on this account.**
- j. Be fully responsible for the design of all the Civil & Structural engineering works including all temporary structures at site such as site offices, labs, sentry posts, stores, material sheds etc.

4.2.3 Completion Stage: The consultant shall-

- a. Obtain completion and occupation certificates, wherever necessary from the local bodies after completion of work and submit the same to CCU. For this purpose, any assistance required from CCU / its Contractor will be extended to the consultant. **Any statutory fee payable to local bodies for issue of completion certificate shall be borne by CCU.**
- b. Prepare completion drawings; including 1:100 or appropriate scale plans, elevations and cross sections etc. indicating the details of the building and all internal and external services as completed. The changes, if any during the execution of work will be intimated by CCU to the consultants for preparation of above drawings.

- c. Prepare & submit completion reports, completion of as built drawings and documents for the project as required and acceptable to CCU and user department/local bodies/or any other authorities applicable including getting ‘completion/occupancy certificate’ from concerned authorities, if required.
- d. Provide solutions and clarifications to any design or performance deficiency/ defects noted in the functioning of the buildings and services by CCU during the defect liability period including all detailed/shop drawings for rectification of the same. The consultant would be liable to pay damages if any such defects/deficiencies are determined by the Engineer-in-Charge, to have resulted due to any faultily/deficient design given by the Consultant.
- e. Ensure the preparation and submission of 5 sets of AS-BUILT drawings and record all approved deviations and changes in drawings.

Note: All the Civil, Electrical & Mechanical services, as mentioned above shall be done by the consultant. No extra payment shall be made, if any modifications are required as per user department requirement in above.

4.2.4 ART WORK FOR THE CAMPUS: The Art work may be got executed as per the requirement. The Art Works shall be of high aesthetic quality and enhance the ambience, experience and characteristics of the campus. The Consultant will design and earmark the locations/ spaces where such works are installed. Such works should be carried out with the engagement of Sub-Consultants / Experts/ Designers/ Curators having imagination, experience and capability to visualize the scale and context of the spaces as well as ethos of the facility. The Consultant will be responsible for developing alternative concepts, detailed visualization, specifications, detailed drawings and supervision of execution of such works at site.

4.2.5 GREEN BUILDING DESIGN: The Consultant shall adhere to highest standards of environment and energy sustainability as stipulated in bid document and as approved by CCU. Holistic integration of the environmental sustainability in design, materials, construction, services, processes and maintenance concerns should be strictly addressed in campus/work planning and design to achieve a Green Campus equivalent to minimum 5 Star Rating under GRIHA system and Super Green rating under CPWD GHAR system. All stage wise approvals from the concerned statutory authorities be coordinated and obtained by the consultant excluding the payment of requisite fee to the authorities, if required. **This fee shall be borne by CCU.**

Chapter 5

FEE FOR CONSULTANCY SERVICES

Chapter 5

FEE FOR CONSULTANCY SERVICES

- 5.0** The consultant will be paid accepted tendered amount in stages defined in this section of bid document. The consultant's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently. CCU shall pay the Consultant the fee for the professional services rendered by them for the entire project as per Scope of Consultancy Services detailed in this document. Unless otherwise specified elsewhere in this document, the quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.
- 5.1. The fees shall be inclusive of GST.** The increase or decrease of GST after last date of submission of tender shall be reimbursed or deducted from the accepted tendered amount accordingly.
- 5.2.** The consultant shall be paid fees referred in above, in the manner laid down in payment schedule. 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 and same accepted by Department.
- 5.3.** TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Consultant. CCU will provide a certificate of TDS deduction made to the Consultant.
- 5.4.** The accepted tendered amount is for approximate built-up area of **9000 sqm (plinth area) and approximate development area of 35000 Sqm.**
- 5.5. In case, the actual plinth and/or development area of the project is increased from the area as mentioned hereinabove, the increased area shall be paid @50% of the per sqm rate arrived from accepted tendered amount.**
- 5.6. In case, the actual plinth and/or development area of the project is decreased from the area as mentioned hereinabove, the amount payable to consultant shall be reduced on pro-rata basis.**
- 5.7.** The CCU shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of any part of the work. The Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the CCU.
- 5.8.** 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.
- 5.9.** 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.

5.10. Payment of fee as per the various stages of the below Payment Schedule shall be considered as due only when the entire work up to that stage is completed in all respects of all the buildings, landscaping, external development, services etc. as applicable for that stage of the work. In general, no intermediate payment on pro-rata basis shall be admissible for release to the consultant. In exceptional case, the Engineer-in-charge may release the intermediate payment on pro-rata basis.

5.11. STAGE PAYMENT SCHEDULE FOR ITEM NO. ‘1’ OF FINANCIAL BID

S.N.	Description	Fee Payable % of total fee		Time Schedule	
		For each stage	Cumulative	For each stage	Cumulative
A	PRELIMINARY DESIGN STAGE				
1	Submission and approval of feasibility report, master plan, system plan incorporating the strategy for the total project delivery, design methodology, conceptual drawings, layout plan.	5	5	0.5 Month	0.5 Month
2	Submission of preliminary project report including preliminary drawings and approval of preliminary cost estimate of all project components.	10	15	1.0 Month	1.5 Month
B	SUBMISSION AND APPROVAL STAGE				
3	On preparation of submission plan, model, EIA study reports, submission and obtaining approval wherever required from local bodies including Environmental clearance (If required) or any other statutory approval	10	25	1.0 Month	2.5 Month
C	DETAILED DESIGN STAGE				
4	On submission and approval of Detailed Architectural & Service Drawings and submission and approval of proof checked structural design and drawings.	15	40	0.5 Month	3.0 Month

5	On submission and approval of Detailed Estimate & Details of measurement, Analysis of rate, tender drawings, specification and tender document/NIT.	12.5	52.5	0.5 Month	3.5 Month
6	On issue of final “good for construction” architectural, structural, service and detailed drawings.	10	62.5	0.5 Month	4.0 Month
D	CONSTRUCTION STAGE				
7	On completion of 25% of construction work.	7.5	70	12 Month	16 Month
8	On completion of 50% of construction work.	7.5	77.5		
9	On completion of 75% of construction work.	7.5	85		
10	On completion of 100% of construction work.	7.5	92.5		
E	POST CONSTRUCTION STAGE				
11	On submission and approval of as – built completion drawings and obtaining completion/occupancy certificate from local body if required.	7.5	100	2 Month	18 Month

Note:

1. The stage payment for submission and approval from local bodies or statutory authorities (as mentioned in S.N. ‘B’) is for all the approvals/clearances. If any approval/clearance which has been obtained before the appointment of consultant, the payment (on pro-rata basis) shall not be made to consultant on account of this.
2. Amount @ 0.75% and @ 0.5% of accepted tendered amount will be withheld from the bills of the consultant for the delay in each activity at Sl. No. ‘1’ to ‘6’ and ‘11’ respectively as given above subject to maximum 5% of accepted tendered amount. This amount will be released/adjusted after sanction of extension of time by competent authority mentioned in the bid document.
3. The amount @ Rs. 2000/- per day shall be deducted from the running bill or any sum of amount payable to the consultant for not obtaining the approval of statutory authorities or local bodies within the time period mentioned hereinabove.

Chapter 6

CONDITIONS OF CONTRACT

Chapter 6

CONDITIONS OF CONTRACT

6.1 General Provision:

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

- a. "Applicable law" means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. "Contract" means the contract including all Annexes hereto and all documents herein attached and the amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT;
- c. "Effective Date" means the date on which this contract comes into force and effect pursuant to condition 6.2.1 below;
- d. "Consultant" - "Consultant" shall mean a firm of Architects, Engineers and Experts engaged for the project or appointed by the CCU for providing the consultancy services for the development of project;
- e. APPLICANT / BIDDER: Means the individual, proprietary firm, limited company etc. submitting their bid for participation in the process of selection of the Consultant through this NIT;
- f. "Personnel" means persons hired by the Consultant or by any sub-Consultant as employee and assigned to the performance the services or any part thereof;
- g. "Party" means the CCU or the Consultant, as the case may be and parties mean both of them;
- h. "Consultancy Services" means the work to be performed by the Consultant pursuant to this contract for the purpose of the project;
- i. "Sub Consultant" means any entity to which the Consultant sub-contracts any part of the service in accordance with the provisions of Contract Condition;
- j. "Third Party" means any person or entity other than the CCU, the Consultant or sub-Consultant;
- k. "CE, CCU or Chief Engineer" means the Chief Engineer, Civil construction unit, Ministry of Environment, Forest and Climate Change, Government of India or his successor or legal assignee;
- l. "SE, CCU or Superintending Engineer" means Superintending Engineer, Civil construction unit, Ministry of Environment, Forest and Climate Change, Government of India or his successor or legal assignee;

- m. The President means the President of India and his successors.
- n. Government or Government of India shall mean the President of India.
- o. “Engineer-in-charge” means Executive Engineer, CED-I, CCU or his successor or legal assignee;
- p. "YEAR" Means "Financial Year" until and unless stated otherwise;
- q. “Approved” shall mean approval granted by the Engineer-in-Charge in writing or accepted by him for incorporation in the works;
- r. “Employer” means the Engineer-in- Charge;
- s. "Department" means Civil Construction Unit, Ministry of Environment, Forest and Climate Change, Government of India.

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

6.1.3. Law Governing Contract: This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and **Delhi**.

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

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

6.1.6. Notices: Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such party at the notified address. Party may change its address for notice here under by giving the other party notice of such change.

6.2. Commencement, Completion, Modification and Termination of Contract

6.2.1. Effectiveness of Contract: This contract shall come into force and effect from the 10th day from the date of the issuance of letter of acceptance of the offer by CCU for Consultancy Services.

6.2.2. Expiration of contract /Contract Period/ Defect Liability Period: Unless terminated earlier pursuant to condition no. 6.2.7 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the stipulated period of completion or the extended period, if required. Any deficiencies in the project after its completion are to be rectified. Engineer- in-Charge

will inform the Comprehensive Services Consultant about rectification within 90 days of consultant submitting that work is over.

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

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

6.2.5. Force Majeure

6.2.5.1. Definition:

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

6.2.5.2. No Breach of Contract: The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

6.2.5.3. Measures to be taken:

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

shall similarly give notice of the restoration of normal conditions as soon possible.

- c. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

6.2.6. Suspension: The Engineer-in-Charge may serve notice to the consultant if he / she fails to perform any of their obligations under this contract and may request the consultant to remedy such failure within a period of not exceeding **14** days after issuance of notice. In case, the remedial action is not taken by the consultant during this period, all future payments may be stopped by the Engineer-in-Charge.

6.2.7. Termination of Contract: The Engineer-in-Charge may, by not less than thirty (14) days of written notice of termination to the Consultant except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than 30 days, such notice to be given after the occurrence of the events specified in the paragraph (a) to (i) of this condition no. **6.2.7**, terminate this contract:

- a. If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no. **6.2.6** herein above, within fourteen (14) days of issue of such notice of suspension or within such further period as the Engineer-in-Charge may have subsequently approved in writing;
- b. If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. **6.20** thereof;
- d. If the consultant submits to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the CCU and which the consultant knows to be false;
- e. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.

- f. If the Consultant is in breach of any terms of agreement/contract.
- g. If as the result of force majeure, the Consultant is unable to perform a material portion of the services for a period of not less than thirty (30) days or
- h. If the Engineer-in-Charge, in its sole discretion and for any reason whatsoever, decides to terminate this contract

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

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

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

6.2.7.1. Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Contract Conditions hereof, or upon expiration of this Contract pursuant to Contract Condition hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i) Such rights and obligations as may have accrued on the date of termination or expiration;
- ii) The obligation of confidentiality set forth in Contract Condition hereof;
- iii) Any right which a Party may have under the Applicable Law.

6.2.7.2. Cessation of Services: Upon termination of this Contract by notice pursuant to Contract Conditions hereof, the Consultant shall, immediately upon receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Engineer-in-Charge, the Consultant shall proceed as provided, respectively, by Contract Condition thereof.

6.2.7.3. Payment upon Termination: Upon termination of this Contract pursuant to Contract Condition hereof, the Engineer-in-Charge shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the department):

- (i) Remuneration for Services satisfactorily performed prior to the effective date of termination.
- (ii) Except in the case of termination pursuant to Contract Condition hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

6.2.7.4. Forfeiture of Performance Guarantee upon termination of contract: In case, the agreement of consultant is terminated due to the default of the consultant, his Performance Guarantee and security deposit shall be forfeited which shall be absolutely at the disposal of the department.

6.3. Obligations of the Consultant:

6.3.1. General:

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

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

6.3.2. Confidentiality: The Consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the projects, the services provided by him under, this contract or department's operations without the prior written consent of the Engineer- in-Charge.

6.3.3. Liability of the Consultant: Subject to additional provisions mentioned in this document, the Consultant's liability under this contract shall be as provided by the Applicable Law.

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

(i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds:

a. The total payments for professional **Fees** and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, or

b. The proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

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

6.3.4. Professional liability Insurance to be taken by the Consultant: The Consultant shall indemnify department, his agents, representatives and employees against any suit, damages, demands, claims, costs etc. arising out of or in anyway connected with the negligent acts or omissions of the Consultant, his employees, agents, representatives in the performance of the Consultant's obligations under this contract.

6.3.5. Consultant's Actions requiring CCU's prior Approval: The consultant shall obtain prior approval of the Engineer-in-Charge in writing before entering into a subcontract for the performance of any part of the Services. It being understood:

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

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

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

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

6.4. PERFORMANCE GUARANTEE:

- i) The Consultant shall submit an irrevocable Performance Guarantee of 5 % (Five Percent) of the accepted tendered 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 7 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer- in-Charge at the written request of the consultant, stating the reason

for delays in procuring the Performance Guarantee to the satisfaction of Engineer-in-charge, for a maximum period of 3 days with late fee @ 0.1% per day of performance guarantee amount. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/Demand Draft/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the consultant to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.

- ii) The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the consultancy work by the competent authority, the performance guarantees shall be returned to the consultant, without any interest.
- iii) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which department is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the consultant's agreement) in the event of:
 - a. Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in- Charge may claim full amount of the Performance Guarantee.
 - b. Failure by the consultant to pay department any amount due, either as agreed by the consultant or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the department.
- v) **Forfeiture of Performance Guarantee:** If the agency/bidder withdraws his offer or make any changes in his offer after award of consultancy work, 100 % of the performance guarantee will be forfeited by the department. Further, if the consultant does not start the work after award of work, the performance guarantee submitted by him/her will be forfeited by the department. In this eventuality, the consultant will be debarred from participation in retendering process of this work.

6.5. SECURITY DEPOSIT:

- 6.5.1. An amount equivalent to 2.5% (two-point five percent) of bill amount shall be deducted from each bill of the consultant till a total Security Deposit equivalent to 2.5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. Such deductions will be made and held by Government by way of Security Deposit unless he/

they has/ have deposited the amount of Security at the rate mentioned above in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall on demand furnish additional security to the government to make good the deficit.

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

6.5.3. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakhs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh. Provided further that the validity of bank guarantee shall be in conformity with provisions contained in various clauses and which shall be extended from time to time depending upon extension of contract granted under provisions of contract clauses.

6.6. ABANDONMENT OF WORK:

6.6.1. If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as consultant as aforesaid, the Engineer-in-Charge may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Engineer-in-Charge subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. The department may make full use of all or any of the drawings prepared by the consultant and proceed from the stage from where the consultant left the work.

6.6.2. If at any time after acceptance of offer of consultancy, department decides to abandon or reduce the scope of work for any reason whatsoever, the department shall give notice to the consultant in writing to that effect and he shall act accordingly. The consultant have no claim to any payment of compensation or otherwise whatsoever. The consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

6.7. RIGHTS & RESPONSIBILITY:

6.7.1. The responsibilities about the soundness, correctness and efficiency of the proposal shall rest with the Consultant.

6.7.2. All plans, designs and data collected for this project shall be the property of department. The Consultant shall have no right to them in any way without the written consent of the Engineer- in-Charge. The entire information as furnished to the Consultant as well as that gathered by the Consultant in the process of inspection shall be kept strictly confidential and not be passed on to any unauthorized person. The Consultant shall also indemnify department from and against all claims and proceedings for or on account of infringement of any patent rights, etc. in respect of each and every part of the work. Such indemnity shall be furnished to the Engineer-in-Charge upon acceptance of quotation and before any payment is made.

6.7.3. The proof checking, if any, got done by a third party by the department shall not absolve the lead consultant of any of his responsibilities. All reports including design/drawings submitted by them shall bear the signature of the Team Leader/authorized representative of the consulting firm and the consultants shall be fully responsible for the soundness, correctness and feasibility of the design prepared by them.

6.8. NUMBER OF DOCUMENTS AND COPYRIGHT:

6.8.1. Unless otherwise specified anywhere in this contract document, all the documents/drawings, designs, reports and any other details envisaged under this agreement/contract shall be supplied in five copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the comments, discussion and approval of department shall be submitted in triplicate. Five copies of all the final drawings shall be submitted to the Engineer-in-Charge in A-1 or large size along with a softcopy in CD. If there is any revision in any drawing/document for any reason, five copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of the Engineer-in-Charge. The Engineer-in- Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

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

6.9. GENERAL CONDITIONS:

6.9.1. The Architectural Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged if any, by him.

6.9.2. The Engineer-in-Charge will have the liberty to supervise and inspect the work of consultant and/ or his sub-consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.

6.9.3. The proposals shall be based on National code of practice, BIS codes, IRC codes, relevant codes for E&M services, local bye-laws, environmental regulations and design norms and sound engineering practices.

6.9.4. The Consultant shall render every assistance, guidance and advise in general to the Engineer-in-Charge on any matter concerning the technical aspects of the project.

6.9.5. The Consultant shall promptly notify the Engineer-in-Charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Engineer-in- Charge. But until its termination by the Engineer-in-Charge as foresaid, this Agreement/contract shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of

death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.

- 6.9.6. The Consultant shall during the period of this agreement, and till the satisfactory completion of the project, act as consultant and give related advice regarding the project.
- 6.9.7. The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings/ conferences and making suitable presentations.
- 6.9.8. Consultant's professional fees are also inclusive of responsibilities of carrying out modifications in design and drawings until approved.
- 6.9.9. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 6.10. **RESPONSIBILITY OF ACCURACY OF PROJECT PROPOSAL:** 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 through a performance guarantee and security deposit to be deducted as per this contract 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.
- 6.11. **APPROVAL AND LIABILITIES:**
 - 6.11.1. The Consultant shall inform the department about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtain prior written approval of the department for such engagement. However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.
 - 6.11.2. The Consultant shall be responsible for technical soundness of the services rendered by him or his sub-consultants.
 - 6.11.3. The Consultant shall inspect the said work to ensure that the work is carried out generally in accordance with the drawings, specifications, and his own concept. Appointment of department's own supervisory staff shall not absolve the Consultant of his responsibility of supervision.
 - 6.11.4. It shall be responsibility of the Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
 - 6.11.5. The Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the department in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
 - 6.11.6. The drawings, design, related details, and specifications prepared and acquired by the Consultant for the work entrusted to him under this agreement shall become the property of the department. The drawings, design, plans related details, and specifications shall not be

issued to any other person, firm or authority or used by the Consultant for any other project without the prior permission of the department.

6.11.7. The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of the department.

6.11.8. The Consultant shall indemnify and keep indemnified the department any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by the department in defending themselves against such claims.

6.12. CONSULTANT'S PERSONNEL:

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

6.12.2. Approval of personnel: Details of the Key Personnel that the Consultant propose to use in carrying out of the service shall be submitted by the Consultant to the Engineer-in-Charge for review and approval with a copy of their biographical data.

6.12.3. Removal and/or Replacement of Personnel:

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

6.13. OBLIGATIONS OF THE ENGINEER-IN-CHARGE:

6.13.1. Changes in the Applicable law:

- (i) **The tendered consultancy fee shall be inclusive of GST.** Further, if any new tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of the bids including extensions if any and the consultant thereupon necessarily and properly pays such taxes/levies/cess, the consultant shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the consultant) attributable to delay in execution of work within the control of the consultant.
- (ii) The consultant shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same

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

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

6.13.2. PAYMENT: In consideration of the services performed by the Consultant under this Contract, the department shall make to the Consultant such payments and in such manner as provided in this Contract.

6.14. PAYMENTS TO THE CONSULTANT: All payments shall be made in Indian Rupees.

6.15. FAIRNESS AND GOODFAITH: The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6.16. TIME AND EXTENSION FOR DELAY:

6.16.1. The time allowed for execution of the consultancy works as specified 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 performance guarantee and security deposit absolutely.

6.16.2. If the work(s) be delayed by: -

- (i) Force majeure, or
- (ii) Abnormally bad weather or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other bidder or tradesmen engaged by Engineer- in-Charge in executing work not forming part of the Contract, or
- (vi) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the bidder's control.

Then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of Engineer-in-charge to proceed with the works.

6.16.3. Request for extension of time, to be eligible for consideration, shall be made by the Bidder in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Engineer-in-charge. The bidder may also, if practicable, indicate in such a request the period for which extension is desired.

6.16.4. In such case, the Engineer-in-Charge may give a fair and reasonable extension of time and reschedule the “time schedule for various stages” for completion of work. Such extension or rescheduling of “time schedule for various stages” shall be communicated to the bidder by the authority in writing, within 30 days of the date of receipt of such request. Non application by the bidder for extension of time/ re-scheduling of “time schedule for various stages” shall not be a bar for giving a fair and reasonable extension/re scheduling of “time schedule for various stages” by the authority and this shall be binding on the bidder.

6.17. COMPENSATION/LIQUIDATED DAMAGES AND PENALTIES:

6.17.1. The time allowed for carrying out the work shall be strictly observed by the consultant and shall be deemed to be the essence of the contract on the part of the consultant. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Consultant to complete the work within time schedule, as specified in the document or within the validity of extended time period, if any, the consultant shall be liable for a compensation at the rate of 1.0% of accepted tendered value per month of delay to be computed on per day basis subject to maximum of ten percent of accepted tendered value. The decision of the superintending engineer 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.

6.18. Operation of the Agreement: The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them.

6.19. Warning /Debarring: In addition to the compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring consultant for minor deficiencies. In the case of major deficiencies in the preliminary project report causing adverse effect on reputation of the department, other penal action including debarring the consultant for certain period may also be initiated as per policy of department.

6.20. SETTLEMENT OF DISPUTES &ARBITRATION: Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

6.20.1. Arbitration: Either party may give notice in the proforma prescribed, under intimation to the other party, to the Chief Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority, for appointment of Arbitrator. In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

- a) Number of Arbitrators: The disputes may be referred for adjudication by a sole Arbitrator.
- b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator. The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

- c) Parties to select Arbitrator: Based on the criteria specified above, a list of empaneled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

6.20.2. Appointment of Sole Arbitrator: The Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empaneled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD empaneled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

6.20.3. Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.

6.20.4. Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No. 2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.

6.20.5. Place of Arbitration: The place of arbitration shall be in **Delhi**.

6.20.6. Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs. 1,00,000/-.

6.20.7. Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent-elite interest shall be payable on any part of the Arbitral award.

6.21. Foreclosure/ Part Foreclosure:

6.21.1. If at any time after acceptance of the tender, Engineer-in-Charge shall decide to abandon or reduce the scope of the consultancy works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give decision in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Engineer-in-Charge.

The Consultant shall be duly paid for the works carried out and services rendered till the date of termination.

6.21.2. Carrying out Part Work at Risk and Cost of Consultant: If the consultant:

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

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

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

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

- 6.21.4.** The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the consultant provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the department are less than the amount payable to the consultant as determined by the Engineer-in-Charge for the work in question, the difference shall not be payable to the consultant.
- 6.21.5.** Any excess expenditure incurred or to be incurred by department in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the department as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to department in law or per as agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30 days.
- 6.21.6.** In the event of above course being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the consultant.

Chapter 6

PROFORMA AND ANNEXURES

comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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 & integrity of the State.

Dated
Witness:

Signature of Consultant
Postal Address

Address:
Occupation:

A C C E P T A N C E

The above tender (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.
(Rupees
.....)
.....)

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

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

For & on behalf of the President of India.

Signatures

Dated:

Designation

LETTER OF TRANSMITTAL

From:

.....
.....

To

The Executive Engineer, CED-I,
Civil Construction Unit (CCU), MoEF&CC,
CGO Complex, Lodhi Road, New Delhi -110003
[\(email- ceced1ccu-mef@nic.in\)](mailto:ceced1ccu-mef@nic.in)

Subject: Submission of Bid for the work of “**Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi**”.

Sir,

Having examined details given in bid document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to I and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified Banker’s/Networth certificate and authorize the Executive Engineer, CED-I, Civil Construction Unit (CCU), MoEF&CC, CGO Complex, Lodhi Road, New Delhi to approach the Bank issuing the banker’s/Networth certificate to confirm the correctness thereof. I/We also authorize the Executive Engineer, CED-I, Civil Construction Unit (CCU), MoEF&CC, CGO Complex, Lodhi Road, New Delhi to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

S.No.	Name of Work	Certificate From

5. If we hereby submit undertaking on structural stability and soundness as per prescribed format Form 'I'.

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of bidder:

Date of submission

Signature(s) of bidder(s)

FINANCIAL INFORMATION

Name of the firm / Bidder-

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Sl. No.	Particulars	Financial Years				
		2019-20	2020-21	2021-22	2022-23	2023-24
i)	Gross Annual Turnover on consultancy Works					
ii)	Profit / Loss (standalone financial statement and consolidated financial statement both)					

- II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

SIGNATURE OF BIDDER(S)

BANKERS' CERTIFICATE FROM A COMMERCIAL BANK

This is to certify that to the best of our knowledge and information that M/s./Shri..... having marginally noted address, as 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.

(Signature)

For the bank

NOTE: (1) Bankers certificate should be on letter head of the Bank, addressed to the Executive Engineer, CED-I, Civil Construction Unit (CCU), Ministry of Environment, Forest & Climate Change (MoEF&CC), CGO Complex, Lodhi Road, New Delhi -110003 ([email-eeecd1ccu-mef@nic.in](mailto:eeecd1ccu-mef@nic.in))

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED
ACCOUNTANT**

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (the relevant date)."

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

FORM 'C'

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE
LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN
WHICH TENDERS ARE INVITED**

Sl. No.	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of comment as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address / telephone number of officer to whom reference may be made	Whether the work was done on back-to-back basis Yes/No
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitration Tribunal.

Signature of Bidder(s)

**PROFORMA FOR THE RECEIPT TO BE ISSUED BY THE EXECUTIVE ENGINEER
RECEIVING THE EMD**

Receipt of deposition of original EMD (drawn in favour of Executive Engineer, CED-I, CCU, MoEF&CC, New Delhi) (Receipt No. / date.....)	
Name of work	: Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi
NIT No	: 1/2024-25/CE/CCU/CED-I/New Delhi
Amount of Earnest Money Deposit	: Rs. 90,000/-
Last date of submission of bid	:
To be filled by EMD receiving Executive Engineer	
Name of consultant	:
Form of EMD	:
Amount of Earnest Money Deposit	:
Date of Submission of EMD	:
	(Signature) Name and Designation of EMD receiving officer (EE/AE(P)/AO/AAO) along with office stamp

**On non-judicial stamp paper of minimum Rs. 100
(Guarantee offered by Bank to CCU in connection with the execution of contracts)**

Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security Deposit

1. Whereas the Executive Engineer (name of division), CCU on behalf of the President of India (hereinafter called "The Government") has invited bids under(NIT number)..... dated for (name of work) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)*..... as Earnest Money Deposit from (name and address of consultant)(hereinafter called "the consultant") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer (name of division), CCU on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with(name and address of the consultant) (hereinafter called "the Consultant") for execution of work(Name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as Performance Guarantee/Security Deposit from the said Consultant for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... only) on demand by the Government within 10 days of the demand.
3. We,(indicate the name of the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, 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 Consultant. 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.(Rupeesonly).
4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the consultant in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend

time of performance by the said Consultant 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 consultant and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Consultant 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. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee the Government may have in relation to the Consultant's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.
8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the 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 the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Signature.....
Name and address
Designation | Authorized signatory
Name
Staff code no. |
| <ol style="list-style-type: none"> 2. Signature
Name and address | Bank seal |

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

**FORM OF APPLICATION BY THE CONSULTANT
FOR SEEKING EXTENSION OF TIME**

1. Name of consultant
2. Name of work as given in the agreement
3. Agreement no.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by competent authority previously

Letter no. and date	Extension granted	
	Months	Days
1 st extension		
2 nd extension		
3 rd extension		
Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)

10. Period for which extension if applied for

11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Submitted to the Superintending Engineer with copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Consultant

Dated

Reference of disputes and amount claimed for each dispute to the Conciliator

To,

The.....
.....
.....

Subject: Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes relating to agreement number:

Dear Sir,

In terms of the aforesaid agreement, particulars of which are given below, I/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator.

- 1) Name of applicant:
- 2) Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company:
- 3) Full address of the applicant:
- 4) Name of the work and contract number for which arbitration is sought:
- 5) Name of the Division which entered into contract:
- 6) Contract amount:
- 7) Date of contract:
- 8) Stipulated date of start of work:
- 9) Stipulated date of completion of work:
- 10) Actual date of completion of work (if completed):
- 11) Total number of claims made:
- 12) Total amount claimed:
- 13) Date of intimation of final bill (if work is completed):
- 14) Date of payment of final bill (if work is completed):
- 15) Amount of final bill (if work is completed):
- 16) Date of claim made to Engineer-in-Charge:
- 17) Date of receipt of decision from Engineer-in-Charge:

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the statement of claims with amount of each claim.

Yours faithfully,

.....

Signature of the applicant

(Only the person/authority who signed the contract should sign here)

Copy to:

1. The Chief / Superintending Engineer
2. The Executive Engineer..... Division

Notice for appointment of Arbitrator

To,

The Chief Engineer

.....
.....

Subject: Notice for appointment of Arbitrator for adjudication of disputes relating to agreement number:

Dear Sir,

In terms of the aforesaid agreement, particulars of which are given below, I/We hereby give you notice to appoint an Arbitrator for adjudication of disputes mentioned below.

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

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the Statement of claims with amount of each claim.

Yours faithfully,

.....

Signature of the applicant

(Only the person/authority who signed the contract should sign here)

Copy to:

1. The Executive Engineer

.....

Chapter 7

Financial bid

CIVIL CONSTRUCTION UNIT					
N.I.T. No: 1/2024-25/CE/CCU/CED-I/New Delhi					
Name of work: Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi.					
SCHEDULE OF QUANTITY					
Name of the Consultant					
Sl. No.	Description	Qty.	Unit	Rate (Rs)	Amount (Rs)
1	2	3	4	5	6
1	Providing Consultancy service for modernization of the entrance plaza of National Zoological Park, New Delhi.				
	Plinth Area	9000	Sqm.	**	**
	Development Area	35000	Sqm.	**	**

Note :- ** To be filled online in bid document.

- 1) The Column No. 5 is mandatory to be filled by the bidders/ tenderers. If this column is left blank, the tender become invalid.