



**Government of Uttar Pradesh**  
.....(*Transaction advisory*)

**INVITES**  
**REQUEST FOR PROPOSAL(RFP)**  
**FOR**  
**AUTHORITY ENGINEER FOR**  
**CONSTRUCTION OF .....**  
.....  
..... **ON EPC MODE**

NO. .... /General/Technical Cell/2024 Dated-.....

**Planning Department, Lucknow**

**OFFICE OF THE SUPERINTENDING ENGINEER,  
TECHNICAL CELL, EPC MISSION,  
..... DEPARTMENT, LUCKNOW  
Notice Inviting RFP**

Superintending/Executive Engineer, ....., Lucknow on behalf of Governor of Uttar Pradesh invites Request for Proposal(RFP) for Authority Engineer from reputed firms having experience and expertise in the field of Architecture & Engineering for the following work to be executed on EPC Mode. The detailed RFP documents are available on U.P. Government e-tender portal <http://www.etender.up.nic.in>, Website <http://www.....up.nic.in> and website <http://www.....gov.in>.

S. No.	District	Name of Work	Land Area (in Acre)	Maximum Approximate Consultancy Fee without GST(0.75% of the project cost) Rs. in Lacs	Cost of Bid Document	Bid/ Tender Fee	Earnest Money Deposit (EMD) (Rs. in Lac) 1% of approximate consultancy fee	Time of Completion
1	2	3	4	5	6	7	8	9
1	..... ..	Construction of ..... ..... ..... .....	.....	.....	Rs. 5000+ GST	Rs. 300+ Rs. 54 GST	.....	..... Months for Construction Supervision consultancy + 36 Months for Defect Liability Period

- ❖ Period for downloading of RFP document from ..... at 11:00 am to ..... upto 12:00 noon.
- ❖ Pre-bid conference to be held on ..... at 11:30 am in the office of ....., Lucknow. The queries can be sent to mail ID- .....@gmail.com.
- ❖ Start date of submission of bid document ..... from 11:30 AM (online).
- ❖ Last date of submission of bid document ..... upto 12:30 PM (Online).
- ❖ Submission of Technical bid in hard copy on ..... upto 05:00 pm in the Office of Superintending Engineer, ..... Department, Lucknow-226001
- ❖ Opening of Technical Bid on ..... at 03:00 PM.
- ❖ The price quoted by the consultant is exclusive of GST.

**Note:**

1. The Bidders are requested to keep on checking website **www.etender.up.nic.in**, **www.....up.nic.in** or **www.....gov.in** regularly for any corrigendum which shall not be published in any newspaper.
2. The detailed scope of project and consultancy services are available in the RFP document, which can be downloaded from website [www.etender.up.nic.in](http://www.etender.up.nic.in), [www.....up.nic.in](http://www.....up.nic.in) or [www.....gov.in](http://www.....gov.in)
3. Processing & Document fee (as per the table) shall be deposited online through Net Banking/RTGS on the e-tender portal site [www.etender.up.nic.in](http://www.etender.up.nic.in) through the available gateway.
4. EMD (as per the table) shall be deposited online through Net Banking/RTGS on the e-tender portal site [www.etender.up.nic.in](http://www.etender.up.nic.in) through the available gateway. Applicants are advised to go through the RFP submission section carefully and upload the required documents as instructed. The intended applicants are advised to procure digital signature certificate (Class-II) from UP Electronics Corporation Ltd Lucknow, to participate in e-tender process.

5. The date & time for opening of financial bid shall be informed through email and e-tender portal **www.etender.up.nic.in**
6. The validity for the offer shall be 120 days from last date of submission of bid.
7. On the said portal by clicking “Tenders by Organization”, then under organization name “**Chief Engineer,** .....**, Lucknow**” the RFP document can be searched by date/number of tender notice, by name of the work etc.

**Date**  
**Place**

**Name and Seal of**  
**Officer Inviting RFP**

**OFFICE OF THE SUPERINTENDING ENGINEER, TECHNICAL  
CELL, EPC MISSION,  
.....Department, LUCKNOW  
Notice Inviting RFP  
(Press Note)**

Superintending Engineer, ..... Department, Lucknow on behalf of Governor of Uttar Pradesh invites Request For proposal(RFP) for Authority Engineer from reputed firms having experience and expertise in the field of Architecture & Engineering for the following work to be executed on EPC Mode. The detailed RFP documents are available on U.P. Government e-tender portal <http://www.etender.up.nic.in>, Website <http://www.....up.nic.in> and website <http://www.....gov.in>.

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1	2	3	4	5	6	7	8	9
1	.....	Construction of ..... ..... .....	.....	.....	Rs. 5000+ GST	Rs. 300+ Rs. 54 GST	.....	..... Months for Construction Supervision consultancy + 36 Months for Defect Liability

- ❖ Period for downloading of RFP document from ..... at 11:00 am to ..... upto 12:00 noon.
- ❖ Pre-bid conference to be held on ..... at 11:30 am in the office of ....., Lucknow. The queries can be sent to mail ID-..... [@gmail.com](mailto:.....@gmail.com).
- ❖ Start date of submission of bid document ..... from 11:30 AM (online).
- ❖ Last date of submission of bid document ..... upto 12:30 PM (Online).
- ❖ Submission of Technical bid in hard copy on ..... upto 05:00 pm in the Office of Superintending Engineer, ..... Department, Lucknow-226001
- ❖ Opening of Technical Bid on ..... at 03:00 PM.
- ❖ The price quoted by the consultant is exclusive of GST.

Date  
Place

Name and Seal of  
Officer Inviting RFP

# **RFP FOR AUTHORITY ENGINEER CONSULTANCY SERVICES ON EPC MODE IN BUILDING WORKS**

## **INDEX**

<b>S. NO.</b>	<b>DESCRIPTION</b>	<b>SECTION</b>	<b>PAGE NOS.</b>
1.	<b>GENERAL INFORMATION</b>	SECTION-1	7
2.	<b>INSTRUCTIONS TO BIDDERS</b>	SECTION-2	11
3.	<b>GENERAL CONDITIONS OF CONTRACT (Part-I)</b>	SECTION-3	24
4.	<b>SPECIAL CONDITION OF CONTRACT (Part-II)</b>	SECTION-3	37
5.	<b>TERMS OF REFERENCES (TOR)</b>	SECTION-4	39
6.	<b>CRITERIA AND EVALUATION (For Bids Invited on Quality and Construction based system)</b>	SECTION-5	51
7.	<b>FINANCIAL PROPOSAL (Attach separately, to be filled online separately)</b>	SECTION-6	56
8.	<b>FORMATS &amp; ANNEXURES</b>	SECTION-7	58

## **DISCLAIMER**

Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS Department, GoUP has prepared this document for Architectural and Engineering Consultants on behalf of GoUP to provide the background / information for providing Project Authority Engineer Services to Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS Department for “**Construction of .....**” referred as the “**Project**”. Also, information is provided on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided in RFP.

This document is not an agreement, is not an offer or invitation to any other party. The purpose of this document is to provide interested parties with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in this document.

Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department, GoUP reserves the right not to proceed with the project or to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied.

While Technical cell, EPC Mission, Planning department/UPPWD/UPRNN/C&DS Department, GoUP has taken due care in the preparation of information contained herein and believe it to be accurate. Neither the Department nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

No reimbursement of cost of any type will be paid to persons or entities submitting their RFP.

# **Section 1**

## **General Information**

## 1.0 INTRODUCTION

1.1 The state of Uttar Pradesh is geographically fourth largest State of India and the most populous State. The Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS Department in the State Government is primarily responsible for making a development plan for the State, to initiate and undertake necessary exercises for this purpose and oversee and take an overall view of the implementation of the plan, without diluting in any manner the role of different Departments of the State Government in the formulation and implementation of their respective plan.

## 1.2 OBJECTIVE OF REQUEST FOR PROPOSAL

1.2.1 The Government of Uttar Pradesh vide G.O. No. 29/2023/B-2-673/10-2023 dated 19-10-2023 of finance department has entrusted the responsibility of Construction of various Government buildings costing more than Rs. 50 Crore on EPC mode to Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department. In the said G.O. it has been provided to obtain the services of Architect/Specialist/Consultants as per requirement of the project. In view of the various other tasks presently being performed in-house, there is limited in-house capability and strength of the Architect Section of DEPARTMENT. It is need of the day to take the services for comprehensive integrated consultancy experts (hereinafter called “Consultants”) having expertise in Architectural, structural and MEP engineering etc. in the field of Building Engineering for speedy, timely and economic execution of the Projects. Vide G.O. No. 14/2020/B-2-55/10-2020 dated 25-03-2020, Department of Finance, GoUP has approved “**Manual for Procurement of Consultancy & Other Services, 2017**” now updated in 2022 issued by Ministry of Finance, Department of Expenditure, GOI for procurement of consultancy and other services in the State PWD as well. Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department has decided to obtain the services of reputed consultants through shortlisting accordingly (*mutatis – mutandis*) who will assist Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS department for undertaking various activities from conceptualization, procurement of the contract for the work on EPC Mode. For each project selection of the Consultant shall be done separately and through open e-invitation process.

1.2.2 The procurement of Consultants shall be done in a 2 envelope single stage process. In the first envelope, the Consultants shall submit their technical proposal towards the notice inviting Request for Proposal (RFP). In the second envelope (Online), the Consultants shall submit their financial bid.

1.2.3 The RFP’s financial bids of only those Consultants would be examined who have scored more than 75 marks% in the Technical bid. The selection of consultants shall be done on Quality and Cost Basis System (QCBS) with technical and financial weightage in the ratio of **80:20**.

1.2.4 The award of work to EPC Contractor (in case of balance work to be awarded to some contractor) shall be by inviting open bids (e-tender route) by Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department on the basis of bid documents finalized by the Consultant.

1.2.5 If the number of proposals so received are less than 3 in nos then the RFP shall be cancelled prima facie & fresh RFP shall be floated.

## 1.3 NOTICE INVITING RFP

1.3.1 Notice Inviting RFP shall be published in Hindi & English daily newspapers with wide circulation through Director of Information GoUP Lucknow and shall be available on e-tender portal of GoUP i.e. [www.etender.up.nic.in](http://www.etender.up.nic.in), Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department Website [www.....up.nic.in](http://www.....up.nic.in) and DEPARTMENT website [www.....gov.in](http://www.....gov.in) from the date of publishing as mentioned in RFP timelines.

1.3.2 Procurement of Consultants shall be done transparently by invitation of RFP through e-tender



portal of GoUP i.e. [www.etender.up.nic.in](http://www.etender.up.nic.in) or linked through website of the Department [www.....up.nic.in](http://www.....up.nic.in) and DEPARTMENT i.e. [www.....gov.in](http://www.....gov.in).

**1.3.3** RFP processing & document fee is required to be paid online through Net banking/RTGS on e-tender portal i.e. [www.etender.up.nic.in](http://www.etender.up.nic.in) for submission of application.

**1.3.4** The interested applicants are advised to procure Digital Signature Certificate (DSC) (Class-III) from UP Electronics Corporation Ltd or any approved agency for submission of the RFP.

**1.3.5 RFP TIMELINES**

RFP offer shall be submitted through online on e-tender portal i.e. [www.etender.up.nic.in](http://www.etender.up.nic.in) as per following schedule.

**Table : IMPORTANT DATES**

1	NIT no & Date	.....
2	Document Download start Date	..... from ..... AM/PM
3	Submission Start Date	..... from ..... AM/PM
4	Submission End Date	..... upto ..... AM/PM
5	Submission in Hard Copy	.....upto ..... AM/PM
6	Opening Date	.....at ..... AM/PM
7	Result Declaration	Result shall be displayed on the website.

**1.4 RFP PROCESSING AND DOCUMENT FEE & EMD**

RFP Processing and Document Fee shall be **Rs. 5000 + GST (processing fee) + Rs 354 (Rs 300-Documents fee + Rs 54-GST)**. The Processing & Document Fee is non-refundable. The amount shall be paid online through net banking/RTGS on e-tender portal i.e. [www.etender.up.nic.in](http://www.etender.up.nic.in). Interested applicants are informed that RFP submission process will not move onward if the above amount is not paid through e-tender portal.

**1.5 SUBMISSION REQUIREMENT**

Applications/Proposals shall be submitted online at e-tender portal of GoUP i.e. [www.etender.up.nic.in](http://www.etender.up.nic.in). & also in hard copy in one set(s). The interested applicants are advised to visit this website regularly to keep themselves updated as any change/ modification in the RFP invitation will be intimated through this website only.

For envelope-1 containing RFP documents, Applicants are advised to submit the scanned copies of the following documents:

- Document processing Fee (copy of UTR).

**Note** - Documents to be submitted may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned copies. No financial bid is required to be submitted with the technical bid. The Financial bid is to be submitted online only.

**1.6 OPENING PROCESS OF THE PROPOSALS**

**1.6.1** The evaluation of technical offers/proposals of the interested applicants shall be done by Evaluation Committee (EC) of Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department, as decided by GO 46/35-1-2024 dated 19-02-2024.

**1.6.2** The evaluation of only such offers will be done which are supported with required processing and document fee.

**1.6.3** The EC will evaluate the proposals on the basis of turnover & profits, past experience/track record as of consultant, general profile of qualification, experience and number of key staff & presentation regarding methodology, innovation etc. Overall financial strength of the Consultant in terms of turnover, profitability in last 5 years and cash flow situation etc.

- 1.6.4 Evaluation of the technical offers/proposals shall be based on the documents and information uploaded on the website & the hard copies submitted by them. In case of any discrepancy the online submission shall prevail. The original offer/proposal in desired nos. of copies shall be submitted in hard copy by the time notified in the NIT. In case the documents uploaded differs from the documents submitted in hard copy. The documents uploaded online shall be considered for evaluation and in case the documents are not clear and unreadable, the EC will have final authority for evaluation of such proposals on the basis of hard copy submitted.
- 1.6.5 The average annual turnover of the bidder for last 5 financial years immediately preceding year of the submission of bid, as worked out in Annexure VIII should be equal to or more than **50%** of the maximum consultancy fee payable in respect of the project applied for ie: @**0.75%** of the proposed project cost( Cost without centages & without the cost of purely bought out items) as mentioned in the RFP of the project. If this condition is not fulfilled the bid of the bidder shall be rejected. The subsequent variation in the project cost will not affect the above conditions.

## 1.7 Eligibility Requirements

..... Department, GoUP intends to acquire Authority Engineer from reputed firms having experience and expertise in the field of Architectural, Engineering & MEP services for shortlisting of Consultants. The firms may be Consulting firms/Engineering firms/Architectural firms from private or State/Central Government PSUs having experience and expertise in the field of Architecture and all aspects of building engineering for imparting consultancy services for procuring and executing building projects. Association of Consulting firms/Engineering firms/Architectural firm in the form of consortium shall be allowed for projects with a view to compliment their respective areas of expertise to increase the technical responsiveness of their proposal and make larger pools of experts. Such an association may be for long term or for a specific assignment. In case of Consortium all partners of the Consortium shall sign the contract (Annexure-XIV) and shall be jointly and severally liable for the entire assignment.

- a) ***JV is not allowed for projects:*** For the purpose of this Bid, participation of Joint-venture shall not be allowed. Any Joint Venture bid received for the projects shall not be considered for evaluation and will be considered as disqualified.
- b) ***Consortium is allowed for projects:*** Association of Consulting firms/ Engineering firms/ Architectural firm in the form of consortium shall be allowed for projects with a view to supplement their respective areas of expertise to increase the technical responsiveness of their proposal and make larger pools of experts. Such an association may be for long term or for a specific assignment. In case of Consortium all partners of the consortium shall sign the contracts and shall be jointly and severally liable for the entire assignment. In case of Consortium experience and financial turnover shall be clubbed together.

In case of Consortium each partner should meet at least 25% and the lead partner at least 50% out of the qualifying limit in case of experience of particular consultancy and financial turnover. The partner which does not meet the minimum limit of 25% technical and financial qualification shall not be considered. In case of Consortium, experience and financial turnover shall be clubbed together.

For avoidance of doubt, this is to clarify that a firm as consortium member shall qualify only when he meets the minimum 25% of Technical & financial criteria whereas as the part of the consortium so proposed for the said work, the firms share in the consortium may be different than the minimum criteria of 25%. There may be even more than 3 or 4 or so on consortium members in the proposed consortium having a share even less than 25% but each of the consortium member for the proposed consortium shall possess the minimum criteria of 25% technical & financial qualification.

The firms should be registered under relevant Companies Act of Private Limited/Limited Liability Partnership (LLP)/Limited Company. The applicant firm should have at least one of the team members as GRIHA/LEED Accredited professional or shall have to associate with GRIHA/LEED Accredited professional.

## **Section-2**

# **INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## 1. Introduction

- 1.1 The Bidders are invited to submit a technical bid together with a financial bid. The Bid will be the basis for technical discussions/negotiations if required and ultimately for a signed Contract with the selected consultant.
- 1.2 This Bid is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this Bid is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid. This Bid includes statements and assumptions, which reflect various assessments, arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this Bid, may not be complete or accurate. Each applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by attended pre-bid conference and visit of the project site, sending written queries to the Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS Department, before the pre-bid date to the Email ID- .....
- 1.3 The Bidders should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and local conditions, Bidders are advised to visit the site before submitting a proposal. The Bidders or his authorized representative should contact the following regarding site specific information and site visit enquiry. Also, all the statutory clearances required from local bodies, utility shifting, dismantling of structure and availability of land shall be got clarified in co- ordination with the local division of UPPWD/ UPRNN /C&DS Department.

**Contact:** Executive Engineer of the concerned local division

**Address:** ....., .....,.....

**Contact No:** .....

- 1.4 EE, Building Division, .....UPPWD/ UPRNN /C&DS Department will provide the inputs to the Bidders, if available. However, EE, Building Division, .....UPPWD/ UPRNN/C&DS Department does not assume any responsibility for any loss or financial damages on account of use of such information by the Bidders. The Bidders are advised to collect on their own information for preparation, submission of bids & execution of services after award of work.
- 1.5 The Bidders shall be responsible for obtaining licenses and permits to carry out the services.
- 1.6 The Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. the Department is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 1.7 The RFP of only those Consultants would be opened who have scored more than 75% marks in the Technical bid of the RFP evaluation.

## 2. Eligibility Criteria for Responsiveness of the bid

This RFP is invited in two bid system i.e., technical bid and financial bid.

- i) The Bidders are required to upload and submit page of summarized audited Balance Sheet and also page of summarized audited Profit & Loss Account for immediate last preceding 5 (Five) years. The bidder should not be a loss making company in the last 03 years. The tenderer shall submit TDS certificates/Form-26AS/Form-16A and Audited balance sheets/P&L Account clearly indicating the Consultancy Fee received for Project Management Consultancy/Independent Engineer/ Project supervision/ Comprehensive Integrated Consultancy (CIC) services from Central & State Govt., Public Sector Undertaking (PSU) of Central & State Govt., Authority/Corporation. All Photostat copies of documents should be

self-attested.

- ii) In case, the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only. (**Annexure-VIII**)
- iii) Any entity which has been barred by Central/ State Govt. in India, (or any entity controlled by such barred entity) and the bar subsists as on date of Bid, would not be eligible to submit the Bid. The applicant must submit a duly notarized affidavit to this effect.
- iv) The Bid submitted by the Bidders must remain valid for 120 days from the last date of submission of Bid including the extension(s) given, if any. (**Annexure-I & Annexure XIII**)
- v) The bids must be accompanied by Earnest money, Cost of Bid document & Tender/bid fee.
- vi) The bidder must submit the unconditional letter of acceptance of bid conditions. (**Annexure-II**)
- vii) The bidder must submit the Integrity pact for the consultancy. (**Annexure-III**)
- viii) The bidder must submit the work experience certificate along with the details of technical capability. (**Annexure-VI**)
- ix) The bidder must submit the Consortium Agreement, if any (**Annexure XIV**)

Any conditional bid or bids not accompanied with above shall be considered as non-responsive & shall be summarily rejected.

### **3. (A) Technical Capability :**

Experience of having independently provided Authority Engineer/ Project supervision/Independent Engineer/Comprehensive Integrated Consultancy (CIC)/ Project Monitoring Consultant (PMC) Services (as per the scope of Authority Engineer defined in the TOR of present work) for completed project of Construction of building projects consisting of all civil works, Electrical works, Fire safety & other relevant norms during the last 10 (ten) years. The number of projects required to fulfil this technical capability will be as follows:

a) One project of 80% & above value of present proposed project.

or

b) Two projects of 60% & above value of present proposed project.

or

c) Three projects of 40% & above value of present proposed project\*.

If the bidder fails to fulfil this essential technical capability, the bid will be rejected as non-responsive.

Any other type of experience viz: quality consultant, sub consultant etc. will not be considered for this purpose. Only experience as Authority Engineer/ Project supervision/Independent Engineer/Comprehensive Integrated Consultancy (CIC)/ Project Monitoring Consultant (PMC) Services (as per scope defined in TOR of present work) will be counted 100% marks.

\*The projects can be completed either as single entity or on cumulative basis, for eg: the single entity of 40 % or above value of the proposed project involving all or some of the components (academic, administrative & residential buildings) will be counted as well as single component of value of 40 % & above of proposed project viz: academic or administrative or residential completed in any University will be counted.

\*\* As per approval given by Governing Body on dated 20.06.2023.

**The works which are completed to the extent of 80% physical progress shall be awarded 75% marks in the respective category, provided the proper certificate duly issued by the competent authority of the employer is put up along with the bid documents.\*\*\***

\*\*\* As per approval given by Governing Body on dated 25.09.2023.

### **(B) Financial Capability:**

- i) The Bidders are required to upload and submit page of summarized turnover, audited Balance Sheet and also page of summarized audited Profit & Loss Account for

immediate last preceding 5 (Five) years. The bidder should not be a loss making company in the last 03 years. The tenderer shall submit TDS certificates/ Form-26AS/ Form-16A and Audited balance sheets/ P&L Account clearly indicating the Consultancy Fee received for Project Management Consultancy/Independent Engineer/ Project supervision/ Comprehensive Integrated Consultancy (CIC) services from Central & State Govt., Public Sector Undertaking (PSU) of Central & State Govt., Authority/ Corporation/ private Bodies. All Photostat copies of documents should be self-attested. In case, the tenderer/s is a partnership firm, the turnover etc. shall be in the name of **partnership firm** only. (**Annexure VIII**)

- i) The Bidders are required to upload and submit the solvency certificate costing minimum Rs. **1 crore** duly issued by chartered accountant and valuer or Banker and should have been issued within Six months from the original last date of submission of the Bid.

**Note :**

- i) The past experience in specific work should be supported by certificates issued by the client's organization. In case the work experience is of private sector, the completion certificate shall be supported with copies of the letter of award/ contract agreement and corresponding TDS Certificates. For the purpose of evaluation of bids, the value of work will be considered commensurate with the value of TDS Certificates.
- ii) For the purpose of this section, the value of executed works shall be computed by applying escalation on the actual value of work done at a simple rate of 8% per annum.
- iii) Certificate of work experience (if required) and other documents as specified in the Bid shall be scanned and uploaded to the e- Tendering website within the period of bid submission.
- iv) **Certificates of Subsidiary/ Group Companies**

Any company/ firm while submitting the Tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/ firms which intend to get qualified on the basis of experience of the parental company/ group company own works, shall not be considered. In case of a company/ firm, formed after merger and/ or acquisition of other companies/ firms, past experience and other antecedents of the merged/ acquired companies/ firms will be considered for qualification of such company/ firm provided such company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms relevant to the claimed experience.

**4. Joint Venture:**

No joint venture is allowed to participate in the bid.

**5. Earnest Money Deposit**

**5.1** Earnest money deposit (EMD) shall be **1% (one percent)** of the maximum of the consultancy fee. Earnest Money Deposit ("EMD") of amount as mentioned in Invitation for RFP required to be deposited online through Net Banking/RTGS on the e-tender portal site [www.etender.up.nic.in](http://www.etender.up.nic.in) through the available gateway.

**5.2** The EMD shall be payable without any condition(s), recourse or reservations.

- i) The EMD of Bidders other than Highest Bidder ("H1") shall be returned within 15 days, after opening of Financial Bid.
- ii) The EMD of the successful Bidder will be released after the Successful Bidder has furnished the required acceptable Performance Guarantee in terms of the Consultancy Agreement.
- iii) No interest shall be paid by Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department on the EMD.
- iv) The EMD of the Bidder(s) may be forfeited, in the following events:
  - a) If a Bidder withdraws the bid after bid opening during the period of validity;
  - b) If, any unilateral revision in the offer is made by the Bidder during the validity of the offer.
  - c) Upon non-acceptance of Letter of Intent or Letter of Award, if and when placed in the case of a successful Bidder; if the Bidder fails to Sign the Agreement with

in the 07 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.

- d) If the Bidder furnishes any incorrect or false statement/information/ document.
- e) If the Bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, department and/or name of Bidder's near relative who is posted in the project office/ concerned zonal office of the Department.

**6. Cost of RFP Bid Document, Tender fee**

- i) Cost of RFP Bid Document: Rs. 5000 + GST
- ii) Bid processing fee: NIL
- iii) Tender/ Bid fee: Rs. 300 + Rs. 54 GST

**7. Submission of Documents**

List of Documents to be scanned, uploaded and also to be submitted in hard copy within the period of Bid submission:

- a. Power of Attorney of the person authorized for signing /submitting the Bid, in case of Consortium, lead member to be authorized.
- b. Affidavit on non-judicial stamp paper of Rs. 100/- for validity of bid and correctness of documents. (**Annexure-I & XIII** )
- c. Unconditional letter of acceptance of bid conditions. (**Annexure-II**)
- d. Integrity pact for the consultancy fee. (**Annexure-III**)
- e. General Information (**Annexure-IV**)
- f. Valid GST & PAN details (**Annexure-V**)
- g. Details of experience certificate/Similar work for the work executed for last 10 years. (**Annexure-VI**)
- h. Organization setup of the company with Respect to Key Staff (**Annexure-VII**)
- i. Financial Information (**Annexure-VIII**)
- j. Details of Associate Consultant/Counterpart staff (**Annexure-IX**)
- k. Consortium agreement between consortium members (if any) (**Annexure-XIII**).

**NOTE:-**

- 1. All the uploaded documents shall be duly sealed and signed by the Power of Attorney holder and in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The document submitted in hard copy should be duly page numbered.

**2. Set of Bid Documents:**

The following set of documents shall constitute the Bid Documents:

- a) Notice Inviting E-Tender
  - b)
    - i) RFP in the form of technical bid with scanned document prescribed in para-7 above
    - ii) Financial bid in INR.
  - c) General Conditions of Contract
  - d) Special conditions of Contract (SCC)
  - e) Site Layout/Plan, Drawings as available
  - f) Annexure-I to Annexure-XIV
  - g) Corrigendum / Addendum / Other documents, if any
- 3. The Bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-Tendering web site(s)/ submitted by the Bidders with the bids. The information should be submitted in the prescribed

proforma. Bids with incomplete/ambiguous information will be rejected.

4. The hard copy of the technical bid has to be submitted by bidder on date as mentioned in detailed NIT.
5. The Bid submitted shall become invalid, if:
  - i) The Bidder is found ineligible.
  - ii) The Bidder does not upload all the documents (including GST registration) as 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 copy submitted, if asked for physical submission in the office of Bid opening authority.
  - iv) Bids in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
  - v) Any conditional bid will not be entertained.
6. Before the last time and date of submission of bid as notified, the Bidder can submit revised bid any number of times.
7. The Bid shall remain open for acceptance for a period of 120 days from the date of submission of last date of Technical Bid including the extension given, if any. In case any Bidder withdraws his Bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the Bid which are not acceptable to the Department then the Department shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further, the Bidders shall not be allowed to participate in the re-bidding process of work.
8. The selection of Authority Engineer Consultant shall be done on the basis of **QCBS pattern** defined in the document. The acceptance of any or all Bid(s) will rest with Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department who does not bind itself to accept the lowest financial Bid and reserves to itself the right to reject any or all of the Bids received without assigning any reason thereof.
9. On acceptance of Bid, the name of the accredited representative(s) of the Bidder who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by it within 07 days of issue date of Letter of Award (LOA)/ Letter of Intent (LOI) by the Department.
10. The date of Start of work shall be same as the date of signing of the contract.
11. The award of consultancy work, execution and completion of work shall be governed by Bid documents consisting of (but not limited to) NIT, RFP General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The Bidders shall be deemed to have gone through the various conditions while making/ preparing their technical and financial proposals and submitting the Bid(s) which in the opinion of Bidder will affect his price/rates before quoting their rates.
12. **Order of Precedence of Documents**

In case of difference, contradiction, discrepancy, with regard to General Conditions of Contract, Special Conditions, Specifications, Corrigendum/Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

  1. Letter of Award, along with statement of agreed variations and its enclosures, if any.
  2. Corrigendum, Addendum, Clarifications etc.
  3. Special Condition of Contract.
  4. General Conditions of Contract.
  5. Drawings
  6. PWD specifications/CPWD/ MORTH specifications (as specified in Technical Specification of the Bid) update with correction slips issued up to last date of receipt of Bids.



7. Relevant B.I.S. Codes.
  8. Use of latest innovative technology approved by BMTPC and adopted by CPWD/ State Govt. with local availability of material, economy and completion time.
- 13.** Financial Bid of qualified bidders as per technical bid evaluation will be opened duly intimated by Bid inviting authority in the presence of participants who choose to attend the opening of the Financial Bid.
- 14.** The Department's policy requires that Bidder shall provide professional, objective and impartial advices and at all times hold the Department's interest paramountly, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, the Selected Bidder and any of its affiliates, shall be considered to have a conflict of interest and shall be disqualified and not entitled for selection, under any of the circumstances set forth below:

- i) The remuneration of the Selected Bidder/consultant pursuant to Clause 3 of TOR shall constitute the Selected Bidder/Consultant's sole remuneration in connection with this Contract or the Services and the Selected Bidder/Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this RFP or to the services or in the discharge of their obligations hereunder, and the Selected Bidder/Consultants shall use their best efforts to ensure that any sub consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- ii) No agency of current employees of the Department shall work for the Selected Bidder/ Consultant. Recruiting former employees of the Department to work is acceptable only since after retirement of 2 years provided no conflict of interest exists.
- iii) Monthly remuneration proposed to be paid to the key professional & site staff has to be provided by Authority Engineer but the same shall not be considered for evaluation of financial bid of the bidder. It is a mandatory condition.
- iv) **Indemnity** - The Consultant shall indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.
- v) **Proprietary data** - All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

**15. General Information**

**i) Single Bid**

The Bidders are not allowed to submit more than 1(one) Bid at a time for the same work. If Bidder(s) submits or participates in more than one proposal for the same work, such proposals shall be disqualified and shall be summarily rejected.

**ii) Bid Validity**

The Bid submitted by the Bidders must remain valid for 120 days from the last date of submission of Bid including the extension(s) given, if any. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during the period of validity.

**iii) Association of Sub-Consultants**

The Bidders may associate consultant/counterpart for specialized works such as structure

design, Service design, STP design, Interior design, HVAC, Lift, Fire-fighting, Landscape etc. The details of such sub consultants shall be mentioned by the Bidder(s) in the attached format at **Annexure-IX** at the time of submission of Bid.

**iv) Benefit under Government Policy**

The benefits under Public Procurement (Preference to Make in India) Order 2017 issued by the department of Industrial Policy and Promotion (DIPP) and other prevalent Government Policies issued by the Government from time to time shall be extended to the eligible Bidders.

**16. Clarifications and Amendment of Bid Documents**

- i) The Bidders may request for a clarification on any clause(s) of the Bid documents within 7 days from the date of uploading of Bid on website. Any request for clarification must be sent in writing, or by standard electronic means to the Department address. Planning Department will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all the Bidders. Should Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure.

However, the Department reserves the right to respond the queries after cut-off date as mentioned above.

- ii) At any time before the submission of Bid, the Department may modify/amend the bid document and extend the last date of submission/ opening of the Bid by issuing a corrigendum/ Addendum.
- iii) Any Corrigendum/Addendum thus issued shall form part of the Bid document and shall be posted only on website <https://etender.up.nic.in> and the Consultants are thus advised to update their information by using said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department may at its discretion, extend the deadline for the submission/ opening of the Bid.

**17. Preparation of Bid**

- i) The Bid shall contain Technical Bid and Financial Bids.
- ii) While preparing the Bid, the Bidders are expected to examine in detail the terms and conditions stipulated in the Bid document. Failure to act or to provide all requested information in the Bid will be at the Bidders own risk and may result in rejection of your proposal.
- iii) The Bid proposals, all related correspondence exchanged by the Bidders and Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department and the contract to be signed with the Successful Bidders shall be written in the English language.

**18. Technical Bid**

- i) The Technical Bid shall not include any financial information except the proposed remuneration to be being paid to its key personnel & sub professional staff. A Technical Bid containing any other financial information shall be declared non-responsive/ invalid.
- ii) The Technical Bid may be declared as non-responsive/ invalid, if the Bid is not accompanied by the requisite documents to be uploaded as stipulated in Bid document.

**19. Financial Bid**

The Financial Bid shall not include any commercial or technical condition/information. Financial offer shall be submitted as per Section-6 only online. In no case the hard copy of the financial bid is to be submitted physically. If any consultant submits any such hard copy of financial bid, the same shall be considered as the non-responsive bid. Financial bids of only technically qualified bidders as per bid evaluation shall be opened on pre- informed date and time.

All the technically qualified consultants, when informed by mail, that their technical bid has qualified for financial bid opening, shall have to submit the detailed price analysis of its bid price in a sealed envelope to the office of Superintending Engineer, Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department, Lucknow prior to the date of opening of financial bids in relation to the scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document.

## 20. Submission, Receipt and Opening of bids

- i) The original bids (Technical Bid, and Financial Bid) duly submitted online and signed digitally shall contain no interlineations except as necessary to correct errors made by the Consultants themselves. The person who signed Bid documents must initial such corrections. Letter for acceptance of Bid condition should be submitted in the prescribed format of **Annexure-II, Section-7**.
- ii) An authorized representative of the Bidders shall sign the Technical & Financial bids and submit online and sign digitally. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and scanned copy shall be submitted along with bid.
- iii) The evaluation of bids shall be done as described in the Section-5 for Bids invited on Quality and Cost Based System (QCBS) and details uploaded for approach, methodology, work plan, work schedule, planning of deliverables and composition of team for the project.

## 21. Confidentiality

- i) Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bid or to other persons not officially concerned with the process, until the publication of the award of Contract. However, after the technical evaluation has been completed & before opening of Financial Bid only the overall technical scores shall be intimated. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Bid and may be debarred from participating in future Bids.
- ii) The Bidders, their associate/counterpart and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the services, contract and the business or operations without the prior written consent of the Department.

## 22. Code of Integrity for Public Procurement (CIPP)

Code of Integrity for Public Procurement: Procuring authorities as well as bidders/ consultants/ service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant agreement:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided.

This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Department, that may impair the transparency, fairness and the progress of the procurement process or

to establish bid prices at artificial, non-competitive levels;

- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of an agreement;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the Department who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Department with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the Department’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Department’s rights of audit or access to information;

#### **Conflict of Interest in case of Consultants**

- i) The consultant is required to provide professional, objective and impartial advice, at all times holding the Department’s interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests and acting without any consideration for future work.
- ii) The consultant has an obligation to disclose to the Department any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of Department. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.
- iii) Without limitation on the generality of the foregoing and unless stated otherwise in the data sheet for the RFP document, the consultant shall not be hired under the circumstances set forth below:
  - a) **Conflicting activities**: A firm that has been engaged by the Department to provide Goods, Works, or Non-consultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those Goods, Works, or Non-consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing.
  - b) **Conflicting assignments**: Bidders (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder to be executed for the same or for another Employer.

The Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Department, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Selected Bidder/consultant or the termination of its Contract any time, throughout currency of the work.
- vi) **Conflicting relationships**: A consultant (including its/his experts and sub-consultants) that has a close business or family relationship with a professional staff of the the Department who are directly or indirectly involved in any part of: 1. the preparation of TOR for the assignment; 2. selection process for the contract; or 3. supervision of the contract, may not be awarded a contract, unless the conflict stemming from this

relationship has been resolved in a manner acceptable to the Department throughout the selection process and execution of the contract.

### **Unfair Competitive Advantage in case of Consultants**

Fairness and transparency in the selection process require that the consultants or their affiliates competing for a specific assignment do not derive an unfair competitive advantage from having provided consultancy services related to the assignment in question. Such unfair competitive advantage is best avoided by full transparency and by providing equal opportunity so that all firms or individuals interested or involved have full information about a service assignment and its nature, scope and background information. To that end, the request for proposals and all information would be made available to all shortlisted consultants simultaneously.

### **Obligations for Proactive Disclosures**

- i) Bidders/consultants/service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declaring any conflicts of interest (coming under the definition mentioned above – pre-existing or as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this Code of Integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other organization. Failure to do so would amount to violation of this Code of Integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Department. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidders' actions in the bidding process and subsequent contract.

### **Punitive Provisions:**

Without prejudice to and in addition to the rights of the Department to other penal provisions as per the bid documents or contract, if the Department comes to a conclusion that a (prospective) bidder/consultant/service provider, directly or through an agent, has violated this Code of Integrity in competing for the contract or in executing a contract, the Department may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement,
  - a) forfeiture or encashment of bid security;
  - b) calling off of any pre-contract negotiations; and
  - c) rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded,
  - a) cancellation of the relevant contract and recovery of compensation for loss incurred by the Department;
  - b) forfeiture or encashment of any other security or bond relating to the procurement;
  - c) recovery of payments made by the Department along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above,
  - a) removal from the list of the bidders from participation in future procurements of the Department for a period not less than one year;
  - b) initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

### **23. Fraud and Corruption**

The Department requires that the Bidders participating in selection process in adherence to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Department:

- (a) Defines, for the purpose of this paragraph, the terms set forth below:
  - i) “Corrupt Practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;
  - ii) “Fraudulent practice” means a willful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;
  - iii) “Collusive practices” means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of the Department, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;
  - iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) The Department will reject a proposal for award if it determines that the Bidder(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- (c) The Department will sanction Bidder(s), including declaring the Bidder(s) ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.
- (d) The Bidders should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### **24. Others:**

- a) The Bidders are required to upload and submit page of summarized audited Balance Sheet and also page of summarized audited Profit & Loss Account for immediate last preceding 5 (Five) years.
- b) The Bidders must read the terms and conditions of this General Conditions of Contract ("GCC") carefully and should submit the Bid only if eligible and in possession of all the requisite documents.
- c) Information and instructions for Bidders with respect to this Bid posted on the website of the Department, and <https://etender.up.nic.in> shall form part of the Bid document.
- d) The Bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etender.up.nic.in>.
- e) The Bidders must have valid class-II digital signature to submit the Bid.
- f) On Bid opening date, the Bidders may login and see the bid opening process. After opening of Bids he will receive the competitor bid sheets.
- g) Bidders should upload documents in PDF format.
- h) Bidders should ensure to quote total consultancy fee in Indian Rupees only excluding GST in the column meant for fee.
- i) Notwithstanding anything stated above, the Department reserves the right to assess the capabilities and capacity of the Bids to perform the contract in the overall interest of the Department.

- j) The Bidder(s) is/ are required to quote strictly as per the terms and conditions, specifications, standards given in the Bid documents and not to stipulate any deviations.
- k) Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department reserves the right to reject any or all Tenders/Bids or cancel/withdraw the Notice Inviting e-Tender without assigning any reason whatsoever and in such case no Bidder / intending bidder(s) shall have any claim arising out of such action.
- l) Integrity Pact as per **Annexure-III** under Section-7. Integrity Pact duly signed by the Bidder shall be submitted. Any bid without signed Integrity Pact shall be rejected.
- m) The bidder has to be fully conversant with the rules and regulations of the regulatory body for the project. All the government orders/departmental circular/norms approved by local governing bodies/latest approved Indian codes and standards shall be binding on the bidders. The relevant provisions are to be adopted in technical bid submissions and presentations.
- n) As the bid is invited for Authority Engineer, the scope of work is defined in TOR but not limited to it only. If any pertinent works for consultancy related work is required during the project construction period and DLP, it shall be assumed to be included in the TOR. No separate claim(s) shall be entertained in this regard.
- o) The bidder has to assess all the clearances required at the site and assist the Department in getting the clearances.
- p) The consultant shall be fully responsible for all the technical structural services design, specifications, types and makes of the materials and all the requirements for functionality/ aim of the project. The Consultant will also be responsible for quality assurance and quality control parameters.
- q) Expenses for visit to site, different office, staying as per the requirements and as per the bid documents are inclusive in the bid price.
- r) Language of correspondence shall be either English or Hindi.

## **Section-3**

### **GENERAL**

### **CONDITIONS OF CONTRACT (PART – I)**



# CONDITIONS OF CONTRACT

The condition of contract is to be read in conjunction with part II special conditions of contract and other documents listed there in expressing fairly the rights/obligations of both parties.

## Part I : GENERAL CONDITIONS OF CONTRACT

The conditions are subject to variations, omissions and additions set out in Part II

### 1. Definitions

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

- a) **Admin/ Client Department** shall be Department of.....
- b) **Applicable Law** means the laws and any other instruments having the force of law/state of UP in India during the currency of Contract.
- c) **Consultant** mean the selected private or public entity by ..... Department, Lucknow for providing Authority Engineer Services in accordance with terms and conditions stipulated under the Contract.
- d) **Project** shall mean the Construction of proposed residential/non-residential building and other infrastructure required for the total land area available, detailed as per TOR.
- e) **Contract** means the documents forming part of the Bid, Letter of Acceptance and the formal agreement executed between the Admin Department, Executing Agency and the Consultant, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- f) **Competent Authority: (i) Shall be CEC for disposal/evaluation of the RFP.**
  - (ii) “**Authority**” shall mean the Chief Engineer, PMGSY, PWD...../CE or Equivalent in other Department, .....
- g) **Employer** shall mean the Superintending Engineer, PMGSY, PWD...../SE or Equivalent in other Department, .....
- h) **Engineer-in-Charge** means the Executive engineer, ..... as may be duly appointed and authorized in writing by the department to act as “Engineer-in-charge” on its behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- i) **Estimated Cost** means estimated cost put to Bid for inviting financial bid from the Consultant for Architectural planning, designing and detailing and other works detailed in TOR and scope of work.
- j) **Letter of Award (LOA)/Letter of Intent (LOI)/Letter of Acceptance** shall mean the Department’s letter or notification conveying its acceptance of the Bid submitted by the Selected Bidder subject to such conditions as may have been stated therein.
- k) **Month** means English Calendar month Day means a Calendar Day of 24 Hrs. each.
- l) **The Department** shall mean Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Uttar Pradesh a department under Government of Uttar Pradesh or Authority/ Employer or Engineer-in-charge or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
- m) **Regulatory Body** means the Department for residential building, roads & authorized organisations/ministry/organization/ department/ society/ cooperative etc. for non-residential buildings and other related infrastructures required to fulfil the aim of the

project.

- n) **Site** shall mean the site of the contract/works including any building, land area available referred for the project and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Engineer for the contract's use.<sup>1</sup>
- o) **Services** means the services to be performed by the Consultant in accordance with the scope of services as provided under the chapter TOR (Terms of References) of the contract.
- p) **Currency** will mean INR Indian Rupees.
- q) **Consultant** means the bidder, who has been selected and issued LOA/LOI for Authority Engineer.
- r) **Associate Consultant/counterpart** means any person or entity by whom/which the other required services are to be rendered for the project.
- s) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- t) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- u) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.
- v) Correspondence between the consultant and the department through email address provided by the consultant in **Annexure IV** and authorized departmental email shall be effective on confirmation of transmission. All emails and other documents on e-tender portal referred in this document shall be treated as official document.
- w) All certificates, notices and instructions given to the consultant shall be sent on the address or the contact details provided by the consultant **Annexure IV**.

## 2. Objective

### a) **Civil Work:**

Building work with boundary wall, Gates, underground parking, underground water tanks, rainwater harvesting, internal and external plumbing, hot water, storm water drains, roads, horticulture, furniture, paths, disabled friendly corridors, signage's, Landscape as per green area norms, Interior and any other items & services as per project requirement. All works to be carried out in compliance to the ECBC Norms and Green Building Norms.

### b) **Electrical Work:**

Internal Electrification, Automatic Fire fighting and fire alarm Systems, Solar Water Heating, CCTV, Lifts, External Lighting, DG Sets, Electric Sub Station, Solar Power Generation, storage and distribution system and other work specific equipments, items & services as per project requirement with salient features to the extent possible.

### c) **Other work:**

To guide and hand holding the department for construction of the project, assess the most viable economical solutions, prescribing specifications, type, make of the materials to be used and helping the project get completed, as per its aims and objectives. Supplementary drawings/ suggestions if requires during the construction are to be provided by the consultant without any additional fee. The same shall be applicable for MEP and other works.

## 3. Commencement of Work:

The commencement of work will be considered from the date of signing of the contract.

#### **4. Additions, Alterations and Variation:**

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

#### **ii. Cost estimates and Agreement Value**

An abstract of the cost of the Services payable to the Consultant is set forth in **Section-6** of the Agreement & the same shall not exceed the value as set forth in Clause 3(a) of TOR.

#### **iii. Variations**

Any variation that shall be caused in accordance to the contract shall not exceed the value as stated in clause 3(a) of TOR.

#### **iv. Additional work**

- (a) If the work in full or part is withdrawn from Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Uttar Pradesh Department by the Govt., the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been completed and consultant shall have no further claim whatsoever on this account on the Department.
- (b) Notwithstanding anything stated anywhere else, the milestone linked payment to the consultant, as per TOR shall be payable subject to the condition of project getting sanctioned. However, in case the project is not sanctioned by the Govt., the payment liability of the Department to the consultant shall be nil and no claim, whatsoever of the consultant shall be admissible in this regard.

#### **5. Taxes and Duties**

- 5.1 The contract price is inclusive of all taxes and duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the Consultant in connection with execution of the contract but excluding GST. GST shall be paid separately.
- 5.2 Notwithstanding anything contained above, the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that the Department can avail credit of such tax, wherever applicable. The consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Department would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling the Department to avail input tax credit.
- 5.3 In case any law requires the Employer to pay tax on the contract price on reverse charge basis, the amount of tax deposited by the Employer would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
- 5.4 In case the consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to the Employer showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to the Department, the amount equivalent to such tax

shall be deducted from the contract price.

- 5.5 Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- 5.6 Tax deduction at source, if any, shall be made by the Employer as per law applicable from time to time from the amount payable to the consultant.
- 5.7 The consultant has to register himself in GST Act as per applicable law and submit the details as per **Annexure-IX** under Section-7.

## **6. Performance Security/ Guarantee**

- 6.1 For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 7 (seven) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security/ Guarantee on the Performa of the Department from a Nationalized/Scheduled Commercial Bank to the extent of **3%** of the value of total consultancy fees of consultant. However, in case of unbalanced bid(Financial bid which are 30% below to the Fees amount mentioned in the NIT), additional performance security to the extent of 3% for differential amount is also to be submitted. The Bank Guarantee shall remain valid till stipulated time for completion of work plus 90 days. The EMD paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.
  - 6.2 The Bank Guarantee shall be in favor of the **Employer Superintending Engineer, .....** **Department, payable at .....** The Bank Guarantee should be (as per **Annexure-X**, Section-7) issued from any Nationalized Bank or Scheduled Commercial Bank.
  - 6.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
  - 6.4 The performance security will be discharged by Employer and returned to the consultant after successful physical completion of the project at site and submission of completion drawings and documents to the Department and statutory bodies.
  - 6.5 The Department reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
  - 6.6 Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended/ revised Bank Guarantee to the Employer before the expiry date of the Bank Guarantee originally furnished.
7. All the services rendered by the consultant for the project by means of drawings documents, calculation sheet, software programmes, modules or any electronic medium shall be the property of the Department and no extra payment shall be made to the consultant. The consultant will not have any claim with respect to Intellectual property, expenditures occurred by any other means.

## **8. Retention Money**

**7%** of the total consultancy fee payable to the consultant shall be retained @ of **7%** from each running bill as "Retention Money", in addition to the performance guarantee.

On the completion of the whole of the construction Work by the EPC contractor, equivalent to **5%** of the total consultancy fee amount retained as Retention Money is repaid to the consultant and rest **2%** of the total consultancy fee when the defect liability period has passed and the consultant has certified that all defects notified by the EPC contractor have been corrected.

The Department reserve the right of forfeiture of the performance guarantee & Retention Money to recover other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

Any penalties if imposed for whatsoever reasons within the scope of agreement, the same shall be adjusted from retention money.

**9. Completion Period:**

- a. The duration of this assignment shall be as per NIT or given elsewhere in the document.
- b. If at any stage, the Project has been delayed by the acts of funding authorities resulting into any extension of time for the project, nothing extra shall be payable to the consultant. However, suitable extension of time for completion of work shall be granted accordingly. In case of delay for reasons attributable to the contractor, the compensation to the consultant shall be adjusted from the payments due to the contractor.

**10. Defect Liability Period:**

DLP shall be three years after the completion of the project/handing over of the project which ever later, until unless categorically mentioned in SCC (Part B Special Conditions of Contract).

**11. Escalation/Price Variation**

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

**12. LIQUIDATED DAMAGES AND PENALTIES**

**12.1 Liquidated Damages (Penalty)**

**12.1.1 Liquidated Damages for error in Checking of drawings/Estimates(if any) submitted by EPC Contractor** , In case any error ~~or variation~~ is detected in the designs/ documents/ estimates/ reports checking which was submitted by the EPC Contractor and such error ~~or variation~~ is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Competent Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of **10% (Ten percent)** of the Agreement Value and Consultant will be Blacklisted from ..... Department.

**12.1.2.** The decision whether the error are due to default of the consultant or due to genuine reason the decision of Engineer-in-Charge with respect to deviation shall be final and binding on the consultant.

The detailed estimate and BOQ for EPC construction contract prepared by the consultant for call of Bid(in case of bidding required due to termination of the work by EPC Contractor & balance work to be awarded by bidding) should be complete in all respect to achieve the completion of project as conceptualized. However, in case during execution of works, it is observed that certain essential items which are required to complete the work as conceptualized, are missing which force consultant to get them executed through extra item to executing agency or through separate work order/ agreement, then the compensation @ 5% of cost of such missing items shall be levied on the consultant.

The compensation to be levied on consultant in different clause mentioned herein above is independent to compensation to be levied under other clauses.

**12.2 Liquidated Damages for delay**

In case of delay in completion of Services due to non-disposal of the services required

by the Consultant i.e. : timely issuance of drawings, handling of extension of times issues, revision of schedule of payments, if any and absence of the personnel from the project site shall lead to imposition of liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. In case of delay for reasons attributable to the contractor, the compensation to the consultant shall be adjusted from the payments due to the contractor.

**12.3 Encashment and appropriation of Performance Security**

The ..... Department shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with prior notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 12.1 & 12.2.

**13. Abandonment of Work:**

- i) That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, the Department may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by the Department.
- ii) If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Department shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

**14. SUSPENSION OF WORKS**

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

The consultant shall, during such suspension, after getting properly protected and secured the works to the extent necessary by the EPC contractor and carry out the instructions given in that behalf by the Engineer-in-charge.

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.
  - i) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
  - ii) In the event of the consultant treating the suspension as an abandonment of the Contract by Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS Department, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

**15. Termination:**

- 15.1 Technical cell, EPC Mission, Planning department/UPPWD/UPRNN/C&DS Department without any prejudice to its right against the consultants in respect of any

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

- 15.2 In case due to any circumstances ie: non sanction of the proposed work by the government & the Technical cell, EPC Mission, Planning department/UPPWD/UPRNN/ C&DS Department decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause above and Approved preliminary estimate or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision.
- 15.3 In the event of the Technical cell, EPC Mission, Planning department/UPPWD/UPRNN / C&DS Department not satisfied with the work done by the consultant, the Department shall give 15 (fifteen) days' notice in writing to rectify the defects or complete the work. If the Department is not satisfied with reply of aforesaid notice, the Department can terminate this Agreement and the Consultant shall be liable to pay damages which shall be calculated by the Department or professional expert of the Department.
- 15.4 In the event of the Architect/Consultant through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- 15.5 In the event of the Consultant closing its business, the appointment shall thereby be terminated and the Department shall have the power to employ any other agency to complete the work irrespective of settling of dues of the Consultant by the Employer/Authority.
- 15.6 The termination of the appointment of the Consultant shall be without prejudice to the accrued rights and remedies of the Department.
- 15.7 Consultant who are not registered with the authorised bodies as per requirement of ITB/Council of Architecture or who fails to renew his/her/their registration for the current calendar year, shall be terminated on the happening of such and event.
- 15.8 In the event of liquidated damages/Punitive action imposed on Consultant will not exceed 10% of the total fees payable.

**16. Number of Drawing Sets etc. and Copyright:**

- (a) The Consultant shall supply free of charge to the Department, the hard copies in required numbers (minimum six nos.), video formats walk through (if prepared) etc. as well as in soft copy (MS Word, MS Excel, Power point & AutoCAD, Staadpro /Etab Analysis etc).
- (b) Documents to be submitted.
  - i) Completion drawings and detailed documents. **(To be vetted by consultant for the drawings submitted by EPC contractor.)**
  - ii) Fabrication Drawings of all equipment if any. **(To be vetted by consultant for the drawings submitted by EPC contractor)**
  - iii) As built drawings after completion of project. **(To be vetted by consultant for the drawings submitted by EPC contractor)**
  - iv) Preparation of detailed measurement report in the form of SMB (Standard Measurement Book) after the completion of the project by EPC contractor for all the civil, other services and works. **(To be vetted by consultant for the drawings submitted by EPC contractor)**

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

**17. Determination or Rescission of Agreement:**

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

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, the Department shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.
- iii. If the consultant is found to breach the condition of Integrity pact or concealing the facts or providing false information or any other actions contrary to the interest of the Department.

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of the Department in this regard shall be final and binding on the consultant.

**18. Responsibilities for Accuracy of Project Proposals**

- a. The Consultant shall be responsible for the accuracy of the technical/ financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify the Department & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re- investigations etc. as required without any extra cost implication on the Department.
- b. The Consultant shall fully indemnify the Department from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- c. The Department reserves the right to award the work of one or more sectors/ area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 “Mode of Payment” of TOR.
- d. The Consultant has to provide justifications, reply to queries by the Department regarding specification, types, makes of materials, machines and other components proposed for the project. The consultant has also to rectify the submission as per instruction of the Department.



## **19. Associate Consultant/ Counterpart**

- 19.1 The Consultant shall not subcontract any of the work. The consultant shall not subcontract any architectural work and consultant shall not change Associate Consultant/ Counterpart without the consent of the Department.
- 19.2 The Consultant shall indicate the name of associate consultant/counterpart for various services like structural designs, labs with their organization. Qualification and experience of the main personnel and shall obtain prior approval of the Department before their engagement for the consultancy. Such Sub consultant approved by the Department shall be associated from the preliminary stage to the DLP. However, the consultant shall be fully responsible for the correctness and accuracy of the designs prepared by sub-consultants and shall indemnify the Department for damage or loss caused due to any negligence of sub-consultant(s). The copy of the agreement between Associate Consultant and the consultant shall be submitted to the Department and in case the fees agreed between consultant and Associate Consultant are not paid to the Associate Consultant in time as per agreement between them, the Department shall have a right to recover the disputed amount payable to the Associate Consultant from the consultant's bills and shall keep the disputed amount in deposit till such time the dispute is resolved.

## **20. Force Majeure Clause**

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of the Department and which shall directly or indirectly prevent completion of the works within the time specified in the agreement.

## **21. Withholding and Lien of Payment**

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, the Department shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

## **22. Jurisdiction**

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

## **23. Foreclosure of Contract by the Department.**

If at any time after the commencement of the work the Technical cell, EPC Mission, Planning department/UPPWD/UPRNN /C&DS, Uttar Pradesh Department shall for any reason whatsoever if required to foreclose the work or if not require the whole work thereof as specified in the Bid to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

## **24. Settlement of Disputes & Arbitration:**

Except where otherwise provided in the contract, all questions and disputes relating to the

meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of consultancy 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 these conditions 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:

- (i) If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the consultant on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Employer, who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from Employer. The DRC will consist of Chairman – ....., Member – ..... and Member – ..... Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to the concerned Employer for acceptance. Employer in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC) or on expiry of aforesaid the time limits Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of consultancy service 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 these conditions 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:

- (ii) It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The Employer in such case shall appoint one of the three arbitrators within 30 days of receipt of such a request and refer such disputes to arbitration. Since the Arbitral Tribunal consists of three Arbitrators, the consultant shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to Employer for appointment of arbitrator, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

- a) A party fails to appoint the second Arbitrator, or
- b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Engineer-in-Chief (Incharge Building works) shall appoint the third or Presiding Arbitrator as the case may be.

- (iii) Dispute or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the

time being in force shall be applicable.

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

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Architect with experience in handling public works consultancy contracts, and further he shall have earlier worked at a level not lower than Chief Architect/equivalent. This shall be treated as a mandatory qualification to be appointed as arbitrator.

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

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

It is also a term of the contract that fees payable to arbitral tribunal shall be as per existing state Government rules. This fee shall be shared equally by parties.

#### **iv) Fast-tracking Arbitration in India**

- a) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily obligated to deliver an award within 12 (twelve) months from the date when arbitral tribunal enters into reference. The arbitral tribunal is said to have entered upon the reference on the date on which the arbitrator(s) have received notice of their appointment. The award can be delayed by a maximum period of six months only under the special circumstances where all parties give their consent to such extension of time. Where the award is not made out within the statutory period the mandate of arbitrators shall automatically terminate. It is open for the courts to extend the time period for making an award upon receipt of an application by any of the parties. Such extension is to be granted only for sufficient cause and the court in its discretion may impose the following penalties depending on the facts and circumstances of the case:
  1. Reduce the fees of arbitrators by up to 5% for each month of delay.
  2. Substitute one or all the arbitrators.
  3. Impose actual or exemplary costs on any of the parties.
- b) **Appointment within 60 (sixty) days:** Whenever an application for appointment of Arbitrator(s) is moved before a court such application shall be disposed of as expeditiously as possible and an endeavor shall be made to dispose of the matter within a period of sixty days from the date of service of notice on the opposite party. The court while appointing arbitrators shall confine itself to the examination of the existence of an arbitration agreement.
- v) The place of arbitration shall be Lucknow. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

**25. General:**

1. All the laws as prevalent in the state of Uttar Pradesh which may affect various commercial aspects of public procurement contracts shall be applicable.
2. Even though the EPC Contractor's design duly vetted by IITs shall be vetted by Authority Engineer or vice versa but the same shall not absolve the Authority Engineer of their responsibility under the agreement.
3. If any construction defect(s) with respect to the quality or quantity is found during construction or within the period of DLP, the consultant shall be responsible with respect to the quality control and quality assurance modules, assessment of BOQ and other related works within the scope of work.
4. The Consultant shall supply to the Department copies of all documents, instructions issued to Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
5. The Consultant hereby agree that the fees to be paid as provided herein (clause 4.0) of TOR will be in full discharge of function to be performed by him and no claim whatsoever shall be against the Department in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
6. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/ any actions due to any such infringement. Consultant shall keep the Department indemnified all the times and shall bear the losses suffered by the Department in this regard.
7. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Department/ Municipal Corporation Authorities/ State/ Client/ DEPARTMENT/ Central Govt. or any other agency.
8. All designs and drawings shall be the property of the Department. The name and logo of the Department shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/ documents only after DPR is approved from all the concerned authorities.
9. The originals of Approved completion drawings shall be on good quality reproducible paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with the Department.
10. The consultant shall be required to sign an Agreement with the Department within 07-days of the receipt of LOA based on these terms & conditions.
11. Recovery/ Penalties can be recovered from the consultancy fee/ EMD/ BG of the other works that the consultant is doing or would be doing for Planning Department at that time.

**26. Acts, GOs and Codes:** Amendments to all the acts, GOs and codes shall be treated as adopted in this document.

# **Special Conditions of Contract**

**(PART – II)**

## **SPECIAL CONDITIONS**

NIL

## **Section-4**

# **TERMS OF REFERENCES (TOR)**

## **Terms of References (TOR)**

### **1. Scope of Work:**

This is the generalized scope of work and any item can be excluded as per the requirement.

#### 1.1 The brief scope of work of the Authority Engineer *shall be but not limited to* the followings:

According approval to the Modules for Quality Assurance (QA) and Quality Control (QC) measures as submitted by the EPC Contractor:-

Coordination with Executing Agency, Client department & Contractor, deployment of expert personnel for clarifications at any stage as and when required, preparations of progress monitoring module to ensure works to be executed as per engineering design, technical specifications and other provisions of contract document within stipulated timeline. quantity evaluation, checking of running payments, final payments, variations, etc. (if required).

All formalities and clearances with necessary set of designs & drawings for handing over of the project, SOP for running and maintenance of different facilities and equipments, preparation of AMC documents, detailed measurements of civil and MEP provisions for maintenance of the building (post construction). Monitoring of the project during defect liability period.

### **2 General:**

2.1 The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

2.2 The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining.

(a) any change in Master plan.

(b) any Time Extension

(c) Any additional cost to be paid by the Authority to the Contractor;

(d) The Termination Payment; or

(e) Any other matter which is not specified in (a), (b) or (c) above.

2.3 The Authority's Engineer shall submit regular periodic reports, once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month.

2.4 The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of EPC Agreement.

2.5 The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope in accordance with the provisions of EPC Agreement.

2.6 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

#### **2.7 Role and responsibility of Officers of the Authority**

The officer in-charge of the Authority (e.g. Superintending Engineer, Executive Engineer is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority's Engineer is appointed to assist the Authority for carrying out the functions as detailed in the EPC Agreement. As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the Authority's Engineer and is fully competent to issue any instructions for proper monitoring and supervision of the project, either by himself or through the Authority's Engineer. Instructions issued by the concerned officer of the Authority shall have the same effect as that



of the Authority's Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.

## **2.8 Construction Period**

During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, DBR & Drawings read together of EPC Agreement. The Authority's Engineer shall complete such review and approve and send its observations to the Engineer-in-Charge and the Contractor within 07 (seven) days of receipt of such Drawings; provided, however that in case of a complex structure it can be extended to 10 days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

2.9 Quality Assurance Manual and Plan forms the basis of quality of the work. It is therefore essential that the Quality Assurance Manual and Plan prepared by the EPC Contractor be checked and approved. Thus, the Authority's Engineer shall check contents of Quality Assurance Plan and Manual of EPC Contractor as per requirements of Project. The Authority's Engineer shall also offer their comments for modifying/ improving the document. After receiving the corrected document, the Authority's Engineer shall review and formally approve the QAM and Quality Plan and send one copy to the Authority. The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

Within 7 (seven) days of the receipt of the Drawings, the Engineer-in-charge shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Engineer-in-Charge/ PMC/Authority Engineer on the Drawings submitted pursuant hereto beyond the said period of 21 (twenty-one) days and may begin or continue Works at its own discretion and risk.

2.10 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority & Engineer-in-charge and the contractor within 7 (seven) days of receipt of such report.

2.11 On a daily basis, the concerned key personnel of Authority Engineer shall inspect the Construction Works. Following activities need to be undertaken during the visits:-

- 2.11.1 Review of construction including progress, quality and safety of construction
- 2.11.2 Inspection of defects and deficiencies in construction works
- 2.11.3 Witnessing quality inspection tests at labs established by EPC Contractor on a sample basis
- 2.11.4 The Authority's Engineer also needs to capture following documents and send to UPPWD/UPRNN/C&DS field office via email on a daily basis.
- 2.11.5 Scanned copy of filled RFI (Request for Inspection) form including commentary on 'Satisfactory/Unsatisfactory' nature of work completed by EPC Contractor.
- 2.11.6 Daily inspection report
- 2.11.7 Readings of quality inspection tests witnessed by the Consultant
- 2.11.8 Minimum 6 high resolution photographs supporting the remarks made by the Authority's Engineer in RFI form

- 2.12 On a monthly basis, the Authority Engineer shall prepare a **Monthly Inspection Report** for an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used(as per BIS specifications and any other statutory authority ) and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Authority Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Authority Engineer shall send a copy of its Inspection Report to the Authority and the EPC Contractor latest by 7<sup>th</sup> of every month. Key sections of the Monthly Progress Report are as follows.

S No.	Section	Sub-Sections
1	Executive Summary	1.1 Construction progress in current month
		1.2 Summary of bar charts
		1.3 Detailed bar charts
		1.4 Current issues and recommended actions by AE
2	Project Overview	2.1 Salient Features of the Project
		2.2 Project Milestones
		2.3 Location Map
		2.4 Key Plan
3	Critical issues and Action log	3.1 Pending issues and action log
		3.2 Obligations as per contract
4	Physical Progress	4.1 Detailed physical progress by component
6	Change of Scope	6.1 Status of pending COS proposals
7	Mobilization of Resources	7.1 Resource mobilization by contractor/ concessionaire
8	Makes used in the project(Civil work/ MEP work/Plumbing etc)	8.1 Civil Work
		8.2 Electrical Work
		8.3 Mechanical and other Misc. works
9	Financial Progress Details	9.1 S- Curve
		9.2 Reasons for Lapses if any
10	Summary of quality control tests	10.1 Tests witnessed by Authority/Engineer
		10.2 Tests conducted by Authority /Engineer
		10.3 Co-operate in third Party Testing
11	Monitoring of maintenance obligations during construction phase	11.1 Critical issues and action log
		11.2 Cumulative defects and deficiencies
		11.3 Status of damages
12	Safety features	12.1 Pen picture on safety features at construction site
		12.2 Accident report
13	Annexures	Annex 2 onwards: Additional details provided by AE

- 2.13 If at any time during the Construction Period, the Authority Engineer determines that the EPC contractor has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

- 2.14 The detailed scope of work of Authority Engineer shall be but not limited to the followings:

To study the norms/ requirements/ regulations/ specifications etc. of the governing regulatory bodies, related government latest orders/ departmental circulars/various

national codes etc. for preparing the related documents of Authority Engineer works.

- a. To approve modules for QA (Quality Assurance) and QC (Quality Control), including frequency, type of tests for required parameters as submitted by EPC Contractor.
- b. To carry out the supervision work of the EPC contractor in accordance to QA & QC, with required type of tests, make, as per required parameters and putting up the bills of EPC contractor to UPPWD/UPRNN/C&DS for payment after due verification.
- c. The Authority Engineer has to disseminate the knowledge to all the project personnel specially to the EPC contractor in reading the drawing, specification, technological innovations, state of art structural planning.
- d. The Authority Engineer shall submit the required no of copies of Monthly Progress Report /Quarterly Progress Report of the project.
- e. The Authority's Engineer shall check all the quality for each category or type of test for quality control by the Contractor.
- f. The timing of tests and the criteria for acceptance/rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals & CPWD Specifications. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- g. In the event that results of any tests conducted, establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.
- h. The Authority's Engineer may request to the Engineer-in-Charge to instruct the Contractor to execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of relevant clause of EPC Agreement shall apply.
- i. In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be take to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Engineer-in-Charge (EE ..... ) and the Contractor forthwith.

- 3 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before recommending to the Engineer-in-charge for the Completion Certificate to be issued.

#### **4 Payments**

The Authority's Engineer shall recommend to Engineer-in-Charge withholding of payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provision of EPC Agreement.

Authority's Engineer shall :

- (a) within 07 (Seven) days of receipt of the Stage Payment Statement from the Contractor, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and

- (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to (a) above, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause of EPC Agreement.
- (c) The Authority's Engineer shall certify final payment with 30 (thirty) days of the receipt of the final payment statement in accordance with the provisions of Clause of EPC Agreement.

## 5 Miscellaneous

- i) All regular key personnel and sub professional staff of the Authority Engineer shall use the fingerprint based (biometric) attendance system for marking their daily attendance. Attendance shall be marked at least once a day and anytime during the day. One Biometric Attendance System shall be installed by the Authority Engineer at its own cost at the site office in order to facilitate the attendance marking. A copy of monthly attendance records shall be attached with Monthly Status Report. Proper justification shall be provided for cases of absence of key personnel/ sub professional staff which do not have prior approval from field Executive Engineer of concerned Project.
- ii) A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.
- iii) The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as – built' Drawings and keep them in its safe custody.
- iv) Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as built Drawings in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Buildings & amenities with all MEP drawings as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Authority against receipt thereof.
- v) The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.
- vi) The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

## 6 Performance Clause

Authority's Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on non-compliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Authority Engineer shall appoint its authorized representative, who shall issue on behalf of the Authority Engineer, Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Employer. **The Authority Engineer shall take prior approval of Employer before getting issued Provisional**

**Completion Certificate by Engineer-in-Charge (EE .....)** . The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

**7. Project Coordinator**

The Firm shall appoint a personnel from its head office to act as Project Coordinator for the assignment. He will be authorised to communicate with the Authority in respect of all matters pertaining to the project. The cost of the Project Coordinator shall be incidental to the Consultancy Assignment

**8. Quantity Surveying Services**

The Consultant shall provide all the work and duties in relation to the field of Quantity Surveying and shall at all time show a high degree of professionalism in his work. The services to be provided by the Consultant shall comprise of, but not limited to the following:

- (1) Cash flow requirements for design cost, construction cost, statutory and third- party certification cost, etc.
- 2) Carry out inspections and surveys for the buildings, services, electrical, PHE, HVAC and all components of the building Cost justification based on market rate analysis well supported by at least three quotations for non-scheduled items.
- 3) No part of the works shall be covered up or put out of view without the written approval of the Engineer-in-charge and the contractor shall give due notice to the Engineer-in-charge whenever any such work or foundation is or ready or about to be ready for examination and the Engineer-in-charge shall, examine and measure any work before it is covered up or put out of view and to examine foundations before further work is placed thereon.
- 4) Uncovering and making openings

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer-in-charge may direct from time to time and shall reinstate and make good such part or parts to the satisfaction of the **Engineer-in-charge** at his own cost.

The Authority Engineer shall inspect the works completed to see if they are in such a condition so as to be put to its proper or other intended final use and / or occupied without any short comings and no major or minor items of works are remaining which in the opinion of the Authority Engineer will cause undue difficulties in satisfactory use/ occupation of the works.

5) Provisional Acceptance and Certificate of completion

The whole of the work shall be deemed to have been physically completed and provisionally accepted after fulfilment of all the following by the Contractor.

- a) Physical completion of all works and obtaining all required approvals from the statutory authorities as required for occupation and use of the works and handing over such certificates to the Authority Engineer
- b) Approval of As-Built Drawings, Catalogues, Brochures, and Data Sheets, manuals in the form as directed by Authority Engineer
- c) Issue of Certificate of Physical Completion by the Authority Engineer.
- d) Certificate of Final Completion

The contract shall not be considered as completed until a Certificate of Final

Completion has been issued by the Engineer-in-Charge on recommendation of Authority Engineer after due approval from the Authority stating that the whole of the Works have been completed to his satisfaction and remedying / rectifying of defects have been satisfactorily completed.

The work shall be treated as complete when all the phases and components of the work are complete. The Certificate for Final Completion of the Composite work shall be recorded by the Authority Engineer after obtaining / recording of completion certificate of all the components.

Provided always that the issue of the Certificate of Final Completion shall be a condition precedent to payment or return to the Contractor the security deposit and / or Performance security in accordance with the conditions set out in the contract.

e) Certificate of Overall Completion

The Authority Engineer shall recommend to Authority/Engineer-in-Charge for the Certificate for Overall Completion as per the following, whichever is later:

Twenty-eight days after the expiration of the Defects Liability Period

OR

If different Defect Liability Periods shall become applicable to different sections or parts of the Works, the expiration of the last such period

OR

As soon as thereafter any works ordered during such period and have been completed to the satisfaction of the UPPWD/UPRNN/C&DS.

Handing over & taking over process shall be done in phases as per the scope of phased construction given in Schedule “F” of the tender document of the EPC contract. For handing over & taking over process, in addition to clauses specified elsewhere, following services / works have to be complied with by the contractor:

- a. Submission of Guarantees in stamp paper, of appropriate value, (in prescribed format) for all water proofing treatment and Anti termite treatment etc. executed in the works for a period of ten years. If any defects noticed within 10 years from completion of defect liability period the contractor shall be sole responsible for the defects and same shall be rectified by the contractor as per information from Authority Engineer within a period of 10 days from the notice.
- b. Rectification of all defects shall be carried out by the contractor before Handing over/ Taking over process.
- c. As built drawings : - 6 (six) sets for Architectural, Structural, Plumbing, Electrical, HVAC system, Specialized services and other required drawings as approved by Authority Engineer along with their soft copies in the required software version shall be submitted by the contractor before handing over & taking over process.
- d. All services/equipment are to be run and checked before handing over & taking over process as per requirements of Authority Engineer.

## 9. Key Personnel:

The general composition of the AUTHORITY ENGINEER should be as follows:

Sl. No.	Type of Personnel	Reqd. qualification and experience	Nos. of Personnel	Requirement of the personnel on the project
1	Team Leader	M. Arch/ M. Tech (5 Years) Or B. Arch/ B. Tech (5 to 7 Years)	1	At the HQ of office of consultant/PWD HQ but must be available till the end of DLP of the bldg. project.
2	Resident Engineer Cum Quantity Surveyor	M. Tech (3 Years) or B. Tech (5Years) or B. Tech (more than 3 Years) or Diploma (more than 10 Years)	1	At the site office of consultant, must be available till the end of DLP of the bldg. project
3	Senior Architect	M. Arch with more than 05 years experience or B. Arch with more than 10 years experience	1	At the site office but must be available till the end of handing over of the bldg. project
4	Structural Engineer (Part Time)	M. Tech (Structures)more than 5 Years or B. Tech (more than 7 Years)	1	At the HQ office of consultant, must be available till the end of handing over of the bldg. project
5	Contract Specialist (Part Time)	B. Tech more than 5 years up to 7 years	1	At the HQ office of consultant, must be available till the end of DLP of the bldg. project
6	Material Engineer(Civil)	B.Tech(Civil) with more than Five years experience	2	At the site office of consultant, must be available till the end of handing over of the bldg. project
7	Electrical Engineer	B-Tech (Electrical) with more than Five years experience	2	At the site office of consultant, must be available till the end of handing over of the bldg. project
8	Plumbing (Mechanical) Engineer	B-Tech Plumbing (Mechanical) with more than Five years experience	2	At the site office of consultant, must be available till the end of handing over of the bldg. project
9	Site Engineer	B. Tech (upto 3 Years) or Diploma (upto 7 Years)	2	At the site office of consultant, must be available till the end of handing over of the bldg. project
10	Site Supervisor	Diploma (Civil/Electrical Engg.) + upto 5 years	4	At the site office of consultant, must be available till the end of handing over of the bldg. project

However, the exact composition of the team shall consist of all the above-mentioned functionaries depending on the requirement of the project. It could also consist of more than the number of one type of functionaries, as decided by Authority Engineer and UPPWD depending on the requirement of the project.

10. The following activities shall attract penalties which shall be deducted from the running bill for Authority Engineer services:

Sl. No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, UPPWD may impose a penalty upto Rs. 5000/- (Rupees Five Thousand Only) from the running bill of Authority Engineer.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a year or more than 5 working days at one time, the Authority Engineer shall deploy personnel of equal or higher qualification and experience under the intimation to UPPWD. In the event of the failure of the Authority Engineer to do so, UPPWD may impose a penalty upto Rs.10,000/- (Rupees Ten Thousand Only) from the running bill of Authority Engineer.
3	Change of Manpower	If, there is any inevitable change in manpower the substitution of key personnel can be allowed in compelling or unavoidable situations like medical emergency & any other reason beyond the control of Authority Engineer. The proposed replacement shall be of equivalent or higher credentials. Such substitution shall ordinarily be limited to not more than 30% of total key personal.  Replacement of first 10% of key personnel will attract reduction of remuneration. The remuneration to be reduced shall be 5% of the remuneration of original personnel.  In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten percent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen percentage). Any third replacement of a particular position shall be considered as breach of contract.
4	Performance of the team members	If, the service of a team member provided by the Authority Engineer is not acceptable to the UPPWD, the Authority Engineer shall replace the team member within 07 days of given such notice. If the Authority Engineer fails to quickly deploy/replace a team member as instructed by the Employer, the Employer may make temporary arrangement. The temporary deployment/replacement shall be paid by the UPPWD with commensurate deduction from the running bill of the Authority Engineer.

Responsibilities: The Authority Engineer will share the responsibility for any fault/any shortcomings found in structural design and safety.

**11. Payment of Remuneration:**

The fee quoted by the bidder includes construction supervision, travel expenses for attending meetings with Planning Department/UPPWD/Clients/ visits to local authorities etc. by the Authority Engineer and or by their technical persons includes all taxes but GST. The GST shall be paid extra. In case of non- deployment, recovery as mentioned in clause 10 of TOR shall be made from the running bills of the Authority Engineers.

All payments shall be made in Indian currency only.



## 12. The Authority Engineer Fee:

The Authority Engineer fees for the professional services to be rendered by them as herein described below:

The running payment shall be continued to be paid & recoveries to be made as per clause 10 of TOR. The final payment shall be adjusted according to the table below:

- 12.1 The fee is inclusive of fee payable by the Authority Engineer to any other Authority Engineer/ Associate(s)/ proof checking agencies and nothing extra shall be payable for this purpose.
- 12.2 The Authority Engineer shall submit all its running bills and final bill for respective work (related to supervision work). All the required documents e.g. measurement sheet and Tax invoice etc. shall also be submitted.

### Mode of Payment:

Stage	SI. No.	Milestone	% payment	Cumulative percentage payment
<b>Stage- 1</b>		<b>Construction stage (on pro-rata basis)</b>		
	I.	Up to Plinth	10	10
	II.	Up to Superstructure	35	45
	III.	Up to finishing works, all services, horticulture and landscaping	20	65
	IV.	Testing and commissioning. Handing over/ Taking over, obtaining of occupancy certificate, clearances from Fire Department and all other statutory	15	80
<b>Stage- 2</b>		<b>Post construction stage</b>		
	I.	On completion of post construction works. Submission of SMB (Standard measurement book) layout of services including electrical and mechanical also	10	90
	II.	After completion of defect liability period	10	100

#### Note:-

- a. In case of delay in completion of Services due to non-disposal of the services required by the Authority Engineer i.e. : timely issuance of drawings, handling of extension of times issues, revision of schedule of payments, if any shall lead to imposition of liquidated damages not exceeding an amount equal to 0.05% (zero point zero five percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. In case of delay for reasons attributable to the contractor, the compensation to the consultant shall be adjusted from the payments due to the contractor.
- b. No claim for additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works.
- c. Authority Engineer shall submit his bill along with full description about service provided for the works.
- d. Authority Engineer shall not claim payment against pending services or incomplete stages of work.
- e. All payments paid to Authority Engineer are advance payments in the form of running account bills & it can be adjusted at any stage as well as during finalization of final bill.
- f. In case only a part of the project is continued beyond any stage, no further payment shall be made to the Authority Engineer for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.

- g. The cost of references to be made by the Authority Engineer to his in-house professional experts or outside professional experts are included in Authority Engineer's fees and nothing extra will be paid by UPPWD on this account.
- h. Payment will be made to the Authority Engineer on back-to-back basis after received from the owner department.
- i. Against each activity including sub activity, the Authority Engineer shall submit 6 (six) sets of drawing in the form of hard copy & one soft copy.
- j. No charges what so ever against stationary, conveyance, furniture etc shall be claimed by the Authority Engineer. The fee of the Authority Engineer includes all taxes Labour cess etc & even are inclusive of all above such incidentals but excluding GST.
- k. All the payments due to the Authority Engineer shall be made online and no cheques/ draft shall be issued.
- l. The part payment against above stages on part completion of required scope of work under a particular stage can only be released in special cases as per decision of Engineer in-charge by mentioning the reasons for the same.

**Section-5**

**ELIGIBILITY CRITERIA**

**FOR**

**EVALUATION**

**(FOR BIDS INVITED ON**

**QUALITY AND COST BASED SYSTEM)**

## CRITERIA FOR EVALUATION

### (For Bids invited on Quality cum cost-based System)

A two -stage procedure shall be adopted for evaluating the proposals. The selection of Authority Engineer shall be done on the basis of QCBS pattern defined in the document. The acceptance of any or all Bid(s) will rest with Planning Department/UPPWD who does not bind itself to accept the lowest financial Bid and reserves to itself the right to reject any or all of the Bids received without assigning any reason thereof.

#### Technical Proposal

The Evaluation Committee appointed by the Employer shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (ST.) Only those Applicants whose Technical proposal score 75 marks or more out of 100 shall qualify for further consideration. However, if the number of such pre-qualified applications is less than two, the Employer may, in its sole discretion, pre-qualify the applicant(s) whose technical score is less than 75 marks.

#### Financial Proposal

- (i) After the evaluation of Technical Proposals is completed and the shortlist of firms is finalized, the Employer may notify those consultants whose proposals were not considered as per conditions of RFP. The Employer shall simultaneously notify the shortlisted firms indicating the date and time set for opening of the Financial Proposals.
- (ii) The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the qualified consultants, who score more than 75% marks in technical evaluation shall qualify for opening of financial bid. The technical scores shall be uploaded on web 72 hours prior to opening of financial bid.
- (iii) **The points assigned to Technical Evaluation criteria are:**

S.No.	Description	Marks
A	Relevant experience for the assignment	60
B	Qualifications and competence of the key staff for the assignment	40
	Total	100

#### A. Sub criteria for Relevant Experience of the firm for the assignment

Minimum Average Annual Turnover (last 5 years) from consultancy business should be equal to or more than <b>50%</b> of the maximum consultancy fee payable in respect of the project applied for ie: <b>@0.75%</b> of the proposed project cost (Cost without centages & without the cost of purely bought out items)	6	(i) 60% marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more & In between (i) & (ii) – on pro rata basis
Nos of Building Construction Professionals with the firm. Minimum two professionals who possess degree in Civil Engineering/Architecture/Structural Engineer /Mechanical Engineer/Electrical Engineering and 8 years experience in Building construction with employment in the firm for more than one year.	10	(i) 60% marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more & In between (i) & (ii) – on pro rata basis

Experience as Independent Engineer/ Authority Engineer/Construction Supervision in minimum one Number of Building Projects of the cost equal to 40% of project cost of similar category for which RFP invited in last 7 years	15	(i) 60% marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more & In between (i) & (ii) – on pro rata basis
Experience in DPR preparation for minimum one Number of Building Projects (of cost 40% of project cost of similar category for which RFP invited) in last 7 years	14	(i) 60% marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more & In between (i) & (ii) – on pro rata basis
Experience in min one third party checking of building projects in last 7 years.	15	(i) 60% marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more & In between (i) & (ii) – on pro rata basis
Additional requirement in case of specialized projects***	** *	

**Financial Capability:-**

The bidders should have minimum Rs. 1.00 Crores Solvency Certificate duly issued by Banker.

**Qualification and competence of following professional/sub-professional staff** for the assignment shall be evaluated. The weightage for various key staff are as under: -

**Building Projects:**

S. No	Staff Position	Marks
1	Team Leader	12
2	Resident Engineer	4
3	Senior Architect	4
4	Structural Engineer (Part Time),	4
5	Contract Specialist (Part Time),	4
6	Material Engineer,	4
7	Electrical Engineer	2
8	Plumbing (Mechanical) Engineer	2
9	Site Engineer	2
10	Site Supervisor	2
11.	Additional requirement in case of specialized projects***	***
	<b>Total</b>	<b>40</b>

\*\*\* In case the project includes any specialized nature of work such as Hospital etc then this requirement/

Marks may be included by suitably adjusting marks of other attributes.

**1. Eligibility Criteria for Responsiveness of the bid**

The valid & eligible Authority Engineers are to submit RFP.

- i) The Bidders are required to upload and submit page of summarized audited Balance Sheet and also page of summarized audited Profit & Loss Account for immediate last preceding

**3 (three) years.** The tenderer shall submit TDS certificates/Form-26AS/Form-16A and Audited balance sheets/P&L Account clearly indicating the Authority Engineer Fee received for Project Management Consultancy/Independent Engineer/ Project supervision/ Comprehensive Integrated Consultancy (CIC) from Central & State Govt., Public Sector Undertaking (PSU) of Central & State Govt., Authority/Corporation. All Photostat document should be self-attested. In case, the tenderer/s is a partnership firm, the turnover etc. shall be in the name of **partnership firm** only. **(Annexure VIII)**

- ii) Any entity which has been barred by Central Govt. in India/State Government or by any PSU of Central Government/ State Govt. of UP. (or any entity controlled by such barred entity), from participating in any project, and the bar subsists as on date of Bid, **would not be eligible to submit the Bid.** The applicant must submit a duly notarized affidavit to this effect.
- iii) The Bid submitted by the Bidders must remain valid for 120 days from the last date of submission of Bid including the extension(s) given, if any. **(Annexure I)**
- iv) The bids must be accompanied by Cost of Bid document & Tender/bid fee.
- v) The bidder must submit the unconditional letter of acceptance of bid conditions. **(Annexure-II)**
- vi) The bidder must submit the Integrity pact for the Authority Engineer fee. **(Annexure-III)**
- vii) The bidder must submit the work experience certificate along with the details of similar work. **(Annexure VI)**
- viii) Any conditional bid or bids not accompanied with above shall be considered as non-responsive & shall be summarily rejected, not considered for Technical Evaluation.

The Bidders securing 75% & above marks in Technical Evaluation will qualify for Opening of Financial Bid.

The Authority Engineer shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

If the CV of any key personnel is not signed by the respective proposed key personnel the same shall not be considered for technical evaluation. If most of the CVs of key personnel are not signed by the respective proposed key personnel, the bid of the Authority Engineer shall be termed as non-responsive.

### **Final Evaluation of Bid**

The final selection shall be based on QCBS i.e. Quality and Cost based Selection.

The Financial bid of those Bidders whose documents are found to be in order and who qualify in Technical evaluation will be opened at the time and date intimated through mail/web portal).

The weightages of technical & financial shall be 80:20.

The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

Evaluated Bid Score (B) will be calculated for each technically qualified bid securing at least 75% (minimum qualifying marks) using the following formula which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = (C_{low}/C) * X + (T/T_{High}) * (1-X)$$

Where,

C	=	Evaluated Financial Bid Price
C <sub>low</sub>	=	the lowest of all Evaluated Bid Prices among responsive Bids T
responsive Bids T	=	the total Technical Score awarded to the Bid (should

be more

$T_{\text{high}}$  = than qualifying marks i.e. 75%)  
best = the highest Technical Score achieved by the Bid that was scored

$X$  = amongst all responsive Bids  
weightage for the Financial bid.

The Bid with the best evaluated Bid Score (B) amongst the technically qualified and responsive bids shall be the Most Advantageous Bid.

The Bidder achieving the highest combined technical and financial score (B) will be considered to be the successful Applicant and work shall be awarded to the Bidder.

The weightages of technical & financial shall be 80:20 respectively. However, the bidder(s) quoting abysmally low in their financial bids i.e. the financial bids which are **30(Thirty)%** below to the amount mentioned in the NIT the bid shall be treated as unbalanced bids. The reason for unbalanced bid shall have to be explained by the respective bidder along with submission of additional performance security to the extent of 3% for the differential amount. In case the stated reasons are not found convincing the unbalanced bid shall be rejected and bidder shall be debarred for one year.

## **Section-6**

# **FINANCIAL PROPOSAL**



**(attach  
separately, to be  
filled  
online separately)**

## **Section-7**

# **FORMATS & ANNEXURES**

## AGREEMENT FORM

This agreement is made at ----- on the ---- day of----- 2024 between Governor of Uttar Pradesh represented through ..... (Employer/Representative of Employer of Planning Department/UPPWD/UPRNN/C&DS), Government of Uttar Pradesh (hereafter referred to as "GoUP" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, in office of the First Part.

..... (The officer not below the rank of Deputy Secretary of the Client Department) Government of Uttar Pradesh (hereafter referred to as "GoUP" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, in office of the Second Part.

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at -----, through .....

(hereinafter referred to as the "Consultant" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, UPPWD/UPRNN/C&DS, has desirous of construction of " " (hereinafter referred to as the "PROJECT") on behalf of the ----- (hereinafter referred to as "Employer") as Authority Engineer, had invited Bids as per Bid documents vide NIT No. -----

Date ----- and Corrigendum No. ----- & Amendment No. ----- dated ----- uploaded on website for Engaging Authority Engineer for Architectural planning, Designing and Detailing --.

AND WHEREAS ----- had participated in the above referred Bid vide their TECHNICAL & Financial Bid ----- dated ----- and subsequent clarifications vide letter ----- dated ----- in response to UPPWD "s letter No. ----- dated -----.

UPPWD/UPRNN/C&DS has accepted their aforesaid Bid and awarded the contract for Authority Engineer Services for Supervision of work -----

----- vide Letter of Award No. ----- dated ----- which have been unequivocally accepted by ----- vide their acceptance dated -----.

NOW THEREFORE THIS DEED WITNESSETH AS

### UNDER: ARTICLE 1.0 – AWARD OF CONTRACT

#### 1.1 SCOPE OF WORK

UPPWD/UPRNN/C&DS has awarded the contract for the work of Authority Engineer Services for the construction of ..... as per contract document defined in Article 2.0 below. The award has taken effect from 7<sup>th</sup> day of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

### ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (here in after referred to as "Contract Documents").

- a) Technical Cell's Notice Inviting Bid vide NIT No. -----

- Dated ----- comprising Bid document (Section --- to -----).
- b) Corrigendum No. -----& Amendment No. ----- dated -----
  - c) ----- vide Technical & Financial Bid -----dated -----.
  - d) UPPWD/UPRNN/C&DS letter No. \_\_\_\_\_ dated \_\_\_\_\_.
  - e) \_\_\_\_\_ clarifications vide letter \_\_\_\_\_ dated \_\_\_\_\_.
- 2.2 UPPWD's/UPRNN/C&DS Letter of Award \_\_\_\_\_ dated \_\_\_\_\_.
- 2.3 Minutes of the kick off meeting held on -----.
- 2.4 All the aforesaid contract documents referred to in above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the Bid documents and what has been specifically agreed to by UPPWD/UPRNN/C&DS. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Authority Engineer in its "BID" but not agreed to specifically by UPPWD/UPRNN/C&DS in its Letter of Award, shall be deemed to have been withdrawn by the Authority Engineer without any cost implication to UPPWD/UPRNN/C&DS. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

### **ARTICLE 3.0 – CONDITIONS & CONVENANTS**

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Authority Engineer strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.
- 3.3 Authority Engineer shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be affected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total Authority Engineer fee for the entire scope of this contract as detailed in Letter of Award (LOA) is Rupees ----- (Rupees -----  
-----  
only) is inclusive of GST.

### **ARTICLE 4.0 – NO WAIVER OF RIGHTS**

- 4.1 Neither the inspection by UPPWD or the Engineer-in-Charge or Client or any of their officials, employees or agents nor order by UPPWD or the Engineer-in- Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by UPPWD or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to UPPWD, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

### **ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION**

- 5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Lucknow Court (s) only.

**5.2 Notice of Default**

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at -----

For and on behalf of the Consultant	For and on behalf of the Governor of Uttar Pradesh( Working Agency) (Seal)	For and on behalf of the Governor of Uttar Pradesh (Client Department) (Seal)
Signature of the authorized official	Signature of the authorized official	Signature of the authorized official
Name of the Consultant Stamp / Seal of the Consultant	Name of the official Stamp / Seal	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED  By the said	By the Said	By the Said
on behalf of the Consultant	on behalf of the Government of Uttar Pradesh	on behalf of the Government of Uttar Pradesh
in the presence of:  Witness Name _____ Address ---- -----	in the presence of:  Witness Name _____ Address _____ _____	in the presence of:  Witness Name _____ Address _____

**AFFIDAVIT**

**ANNEXURE – I**

**(To be submitted by Bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)**

Affidavit of Mr. ....S/o.....

R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s ..... having its Head Office / Regd. Office at .....
2. That the information / documents / Experience certificates submitted by M/s..... along with the Bid for (Name of work) to ..... Department are genuine and true and nothing has been concealed.
3. The undersigned confirms that the bid shall be valid for 120 days (one hundred & twenty days) from the opening date of RFP bids.
4. I shall have no objection in case the Department verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case the Department demand so for verification.
5. It is certified that all approved makes (more than three make) for each respective item to be used in the works are proposed by us Make in India (MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 or any subsequent revision. The material and equipment shall be got approved by the Authority/ Employer as the case may be. In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the Bid.
6. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, the Department at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
7. I shall have no objection in case the Department verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted Performance Guarantee before the Department receives said verification.
8. I hereby confirm that our firm /company and sub-consultant is not blacklisted/ barred /banned from Tendering by DEPARTMENT/State Government/Central Government/All state and Central government PSU. If this information is found incorrect, the Department at its discretion may disqualify / reject / terminate the bid/contract.
9. The person who has signed the Bid documents is our authorized representative. The Company is responsible for all of his acts and omissions in the Bid.

I, ....., the Proprietor / Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

## ACCEPTANCE OF BID CONDITIONS

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

To  
Chief Engineer,  
.....,  
Lucknow

Sub: Name of the work & NIT  
No.:

Sir,

- 1 This has reference to above referred Bid. I/We are pleased to submit our Bid for the above work and I/We hereby unconditionally accept the Bid conditions and Bid documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject Bid and I/We are in possession of all the documents required.
- 3 I/We have viewed and read the terms and conditions of the Department carefully. I/We have downloaded the following documents forming part of the Bid document:
  - a) Notice Inviting E-Tender
  - b)
    - i) RFP in the form of technical bid with scanned document prescribed in para-6 of ITB.
    - ii) Financial bid in INR.
  - c) General Conditions of Contract
  - d) Special Conditions of Contract (SCC), if applicable
  - e) Site Layout/ Plan, Drawings if available
  - f) Annexure-I to Annexure-X
  - g) Corrigendum / Addendum / Other documents, if any.

Yours faithfully,

Dated \_\_\_\_\_

(Signature of the  
Bidder) With  
rubber stamp

**INTEGRITY PACT**

The Department (....., Lucknow) hereinafter referred to as “**The Principal**” (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... here in after referred to as “**The Bidder/Consultant**” (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract) (hereinafter referred to as the “Project”). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Consultant(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the Bid process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

To meet the purpose aforesaid both the parties have agreed to comply this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

**Section 1 – Commitments of the Principal Obligations on Principal**

The Employer is committed to follow the principle of Transparency, Equity and Competitiveness in Public Procurement.

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the Bid for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
  - b. The Principal will, during the Bid process treat all Consultant(s)/ Bidder(s) with equity and reason. The Principal will in particular, before and during the Bid process, provide to all Consultant(s)/Bidder(s) the same information and will not provide to any Consultant(s)/ Bidder(s), confidential/additional information through which the Consultant(s)/Bidder(s) could obtain an advantage in relation to the Bid process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.



- (2) If the Principal obtains information on the conduct of any of its employees, Consultant(s) or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Department or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all Consultant(s)/ Bidder(s) for the different Work Packages in the aforesaid Project.
- (4) The Principal will disqualify from the Bid process all Consultant(s)/ Bidder(s), who do not sign this Pact or violate its provisions.

## **Section: 2 – Commitments of the Bidder(s) / Consultant(s)**

To accept and comply with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when Tender/bid is finally accepted by Employer. Duration of the Integrity Agreement shall be in the line with section 9 of the Integrity Agreement.

Bidder/Consultant acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

- (1) It is required that each Bidder/ Consultant (including their respective officers, employees and associate consultants) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the Bidding process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the contract execution.
  - (a) The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the Bid process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the Bid process or during the execution of the contract.
  - (b) The Bidder(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Consultant(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a Tender but not both. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Consultant(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- (e) The Bidder(s)/ Consultant(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (f) The Bidder(s)/ Consultant(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.
- (3) The Bidder(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - (4) The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/ or to influence the procurement process to the detriment of the Government interests.
  - (5) The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the bidding process).
  - (6) The Bidder(s)/ Consultant(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
  - (7) The Bidder(s)/ Consultant(s), shall take the responsibility of the adoption of IP by its associate consultants also.

### **Section 3- Disqualification from Bidding process and/or exclusion from future contracts.**

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

- (1) If the Bidder(s)/ Consultant(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the Bidder is entitled to disqualify the Bidder(s)/ Consultant(s) from the Bid process or terminate the contract, if already awarded or exclude the Bidder/ Consultant from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the Tender/ contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
- (2) If the Consultant(s)/ Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant(s)/ Bidder(s) from future Bids/ contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/ or the amount of the damage.

- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the consultant from further Bid/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Consultant(s)/ Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

#### **Section 5- Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s)/ Consultant(s) from the Bid process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Bid, shall also be forfeited. The Bidder(s)/ Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant(s)/ Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Consultant(s)/ Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/ Consultant(s), as may be imposed by the Principal in terms of Section 3 above.

#### **Section 6- Previous transgression**

- (1) The Bidder(s)/ Consultant(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the Bid process.
- (2) If at any point of time during the Bid process or after the awarding of the Contract, it is found that the Bidder(s)/ Consultant(s) has made an incorrect statement on this subject, he can be disqualified from the Bid process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/ Consultant(s) can be black listed in terms of Section 3 above.
- (3) If the Bidder/ Consultant can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

#### **Section 7 – Criminal charges against violating Bidder(s)/Consultant(s)/Associate consultant(s)**

If the Principal obtains knowledge of conduct of a Bidder/ Consultant or any employee or a representative or an associate of a Bidder/ Consultant, which constitutes a criminal offence under the IPC/ PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Vigilance Department.

**Section 8 – Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by SE .....

The Bidder(s)/ Consultant(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/ violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/ Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

**Section 9 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Lucknow.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.
- (6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Principal in accordance with this Integrity Agreement! Pact or interpretation thereof shall not be subject to arbitration.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Architect Firm/ Consultant)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_ Date \_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

## GENERAL INFORMATION

1.	Name of Applicant	
2.	Address for correspondence with pincode	
3.	Official e-mail for communication	
4.	<b>Contact Person:</b> Telephone Nos. Mobile no. Fax Nos. E-mail	
5.	Name(s) of the persons who is authorized to deal with the Department ( <b>Attach copy of power of Attorney</b> )	
6.	Type of Organization: Place & year of Incorporation ( <b>Attach copy of certificate of registration / Incorporation</b> )	
7.	Name of Directors/Partners with their status in the organization.	
8.	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

**GST Registration Details**

<b>Sr. No.</b>	<b>Consultant / Vender Details</b>	
1	Entity Name	
2	Address (As per registration with GST)	
3	City	
4	Postal Code	
5	Region/ State (Complete state Name)	
6	Permanent Account Number	
7	GSTN/ ARN/ UID/ Provisional ID No. (Copy of Acknowledgement required)	
8	Type of Business (As per registration with GST)	
9	Service Accounting Code/ HSN Code	
10	Contact Person	
11	Phone Number and Mobile Number	
12	E-mail ID	
13	Compliance Rating (If updated by GSTN)	

**Signature of Applicant with seal**

Bid for: -----

**DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORK  
EXECUTED DURING LAST 10 YEARS**

S. no (1)	Name & Location Of project (2)	Nature of project (with reference to technical capability of proposed work) (Tick relevant column) (3)			Components of the project (Tick relevant column) (4)				Cost of the Project (5)	Maximum number of stories in building (6)	Date of commencement (7)	Date of Completion (8)	Nature of client (govt., semi-govt./private) (9)	Name, address & contact number of procuring entity/client (10)	Role of the bidder in the project (11)	Status (ongoing/completed) (12)

Kindly attach the certificate duly issued by the procuring entity/client in respect of the projects.

**Signature of Bidder with Seal**

**Organization setup of the company with Respect to Key Staff**

(Details to be furnished in the following format)

S. no.	Name of key Personnel	Designation in the proposed project viz team leader, Senior Architect etc.	Educational Qualification	Experience in years			Number of Projects done in the area of assignment (Projects mentioned in the technical capability clause)				Details of Project pertaining to column 6
				With previous employer	With present employer	Total	Name & Location of the project	Nature of project	Name of client	Cost of project	
(1)	(2)	(3)	(4)	(5)			(6)				(7)

1. Attach self-attested copy of degree/educational certificate.
2. The key team proposed for the project along with names, designation & CVs. The proposed team leader should have worked for atleast two years with the firm. If this is not complied with, the bid of the consultant shall be termed as non-responsive.
3. If the CV of any key personnel is not signed by the respective proposed key personnel the same shall not be considered for technical evaluation. If most of the CVs of key personnel are not signed by the respective proposed key personnel, the bid of the consultant shall be termed as non-responsive.

**Signature of Bidder  
with Seal**



**Annexure-VIII**

Name of Bidder-----

**TURNOVER & PROFIT & LOSS FOR LAST FIVE YEARS**

**I.** Financial Analysis: This certificate is to be submitted in original along with the Bid Documents.

		1 <sup>st</sup> FY Rs. (In Lacs)	2 <sup>nd</sup> FY Rs. (In Lacs)	3 <sup>rd</sup> FY (Last day of preceding Financial Year) Rs. (In Lacs)	4 <sup>th</sup> FY (Last day of preceding Financial Year) Rs. (In Lacs)	5 <sup>th</sup> FY (Last day of preceding Financial Year) Rs. (In Lacs)	Average Annual Turnover Rs. (In Lacs)
		a	b	c	d	e	(a+b+c+d+e)/5
(i)	Annual Turnover for the Financial Year (FY) *						
(ii)	Profit & loss *						

\* As per audited balance sheet duly certified by Chartered Accountant.

**II.** Summarized page of Profit & Loss Account of previous Five Financial Years is to be enclosed.

**Signature of Chartered Accountant  
Bidder with Seal**

**Signature of the  
with Seal**

**Details of Associate Consultants/Counterpart**

<b>S.no.</b>	<b>Description</b>	<b>Details</b>
1	Structural Consultant	
2	Façade Designer	
3	Interior Designer	
4	Electrical Consultant	
5	Plumbing & Fire Consultant	
6	Acoustic Consultant	
7	Traffic & Parking Consultant	
8	Environment Consultant	
9	Green Building Consultant	
10	Lighting Consultant	
11	HVAC Consultant	
12	Landscape Consultant	
13	Audio Visual Consultant	
14	I.T. System Consultant	
15	Mechanical consultant	
16	Consultant for any other special Work	

**Signature of Applicant with seal**

**PERFORMANCE BANK GUARANTEE**

To

\_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_

WHEREAS [name and address of Consultant] (hereafter called "the Consultant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Consultant, up to a total of \_\_\_\_\_ [amount of guarantee]\* (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_ Date \_\_\_\_\_

\* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**FORMAT FOR MONTHLY PROGRESS REPORT**

The MPR to be submitted by the Consultant should include the following: -

1. Minutes of the monthly meetings conducted by the key-personnel of Consultant.
2. Minutes of the meeting of District Level Technical Cell chaired by District Magistrate in compliance with GO no. 24/2022/B-2-218/10-2022-M-3/2019 dated 07.10.2022.
3. Fortnightly site visit report of all key-personnel of Consultant in the month.
4. Issues pending with client/DEPARTMENT/ Consultant /Contractor.
5. Physical and Financial Progress.
6. Statement regarding tests conducted during the month/cumulative no. of tests conducted/NCRs (Non-confirmatory reports), summary of number of RFIs cleared/NCR.
7. Attendance of the Consultant staff during the month.
8. Attendance of the technical staff of contractor.
9. Third Party test report (Conducted/Report received)

**Annexure-XIII**

**AFFIDAVIT**

1. The undersigned (Name .....), the authorized signatory on behalf of the firm/company, M/s ..... accept that we have submitted the RFP Bid for the project ..... (name of work)
2. The undersigned do hereby certify that all the statements made in the required attachments/formats regarding the project applied for are true the best of my knowledge.
3. The undersigned understands and accepts that at any stage, if any of the information(s) furnished in the formats of the bid, are found to be incorrect, then the candidature from the bid may be considered as summarily rejected.
4. I/We undertake and confirm that our firm/company has not been blacklisted or debarred by any organization.
5. I/We undertake and confirm that if any of the information(s) provided by us, in the formats of the bid or otherwise in the bid elsewhere are found to be incorrect then the legal proceedings can be initiated by .....department against us.
6. The undersigned confirms that the bid shall be valid for 120 days (one hundred & twenty days) from the opening date of RFP bids.

\_\_\_\_\_  
(Signed by an Authorized Signatory or owner of the Firm)

\_\_\_\_\_  
Title of Officer

Name of Firm\_\_\_\_\_

DATE

**CONSORTIUM AGREEMENT**

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the ..... day of ..... 2023 AMONGST

1. {... ..... , a company incorporated under the provisions of Companies Act/ Limited Liability Partnership Act} and having its {registered office/office} at..... (hereinafter referred to as the “First Part” or the “Lead Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {... ..... , a company incorporated under the provisions of Companies Act/ Limited Liability Partnership Act} and having its {registered office/office} at.....(hereinafter referred to as the “Second Part” or the “1<sup>st</sup> Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... , a company incorporated under the statutory provisions of Companies Act, /Limited Liability Partnership Act } and having its{ registered office /office} at.....(hereinafter referred to as the Third Part “2<sup>nd</sup> Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

The above mentioned parties of the FIRST, SECOND, THIRD and FOURTH PART etc are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS:

(A) Technical Cell, EPC Mission, Planning Department, a Government of Uttar Pradesh (hereinafter referred to as the “Planning Department” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (“bids”) as per Bid documents vide NIT no .....(hereinafter referred as “TENDER”) for “Request for Proposal for .....”).

(B) The Parties are interested in jointly bidding for the Contract as members of a Consortium and in accordance with the terms and conditions of the Tender Bidding Documents in respect of the Contract, and

(C) It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Consortium Agreement (the “Agreement”) and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

**2. Consortium**

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the bidding process for the Project. The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.

**3. Role of the Parties**

The Parties hereby undertake that Parties are jointly fulfilling the prequalification criteria as per the requirement of “Tender” in all respects and shall be the “Lead member” of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective.

The project shall be executed by the “Lead Member” as a whole and solely responsible to for all the

activities mentioned in the Tender Document including financial liabilities (Reference to the Tender Document).

#### **4. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.

#### **5. Representation of the Parties**

a. Each Party represents to the other Parties as of the date of this Agreement that:

b. Such Party is duly organised, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement; The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not,:

- i) require any consent or approval not already obtained;
- ii) violate any Applicable Law presently in effect and having applicability to it;
- iii) violate the memorandum and articles of association, bye-laws or other applicable organisational documents thereof;
- iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

6. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

#### **7. Conflict of Interest:**

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the project or the contract for "Request for Proposal for ....." and also to identify any conflict of interest so that Planning Department/UPPWD can consult with the Lead Partner and other Parties to sort out such conflicts.

#### **8. Post Contract Liabilities:**

For any loss or damage on account of any breach of this Agreement or the contract for "Request for Proposal for ....." or any shortfall in the execution of the Project, meeting the guaranteed performance / parameters as per technical specifications / documents relating to the Tender, "Lead Member" undertake to promptly make good such loss or damage on Planning Department/UPPWD/UPRNN/C&DS demand without any demur. Planning Department/UPPWD/UPRNN/C&DS shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of Planning Department/UPPWD/UPRNN/C&DS to proceed against the "Lead Member" before proceeding against the other Parties herein.

#### **9. Assignment:**

The rights and obligations of First and Second Consortium Member under this Agreement shall not be assigned to any third party without the prior written consent of Planning Department/UPPWD/UPRNN/C&DS.

**10. Employers' responsibility:**

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

**11. Insurance:**

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

**12. Applicable Law:**

This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Lucknow shall have the exclusive jurisdiction in all matters arising hereunder.

**13. Termination**

This Agreement shall be effective from the date hereof and shall continue till the release of performance security of the Consortium consultant with the Review of EPC Contractor/Contractor's Deliverables and under the Agreement. However, in case the Consortium is either not pre-qualified or does not get selected for award of the Contract, the Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the tender EMD by Planning Department/UPPWD/UPRNN/C&DS to the Consortium, as the case may be. None of the parties will be entitled to terminate their association with the Consortium, till return of the tender EMD by the Consortium or payment of the amount specified in the Financial Bid by the Consortium, whichever is later.

**14. Indemnification:**

All consortium members of this agreement shall fully indemnify, hold harmless and defend Planning Department/UPPWD/UPRNN/C&DS and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

15. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior approval of FGZ.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED

THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEADMEMBER by:

(Signature) (Name)

(Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECONDPART

(Signature) (Name)

(Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART

(Signature) (Name)

(Designation) (Address)

SIGNED, SEALED AND DELIVERED



For and on behalf of FOURTH PART  
(Signature) (Name)  
(Designation) (Address)  
SIGNED, SEALED AND DELIVERED

In the presence of: 1.  
2.  
(Signature) (Name) (Designation) (Address)

The mode of the execution of the Consortium Agreement should be in accordance with the applicable laws.

Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

**DEFINITION OF SIMILAR NATURE OF WORK/ WORK OF RELATED  
SECTOR IN RFP**

The following shall be category wise experience in similar nature of work and experience in work of related sector for evaluation of RFP:-

<b>S. No.</b>	<b>Category of Work</b>	<b>Similar Nature of Work</b>
1.	Medical College/ Medical University	1. Medical College 2. Hospital 3. Medical University
2.	Residential Hostels / Govt. Buildings	1. Residential School 2. Residential College
3.	Police Line/ Police Academy/ Police Training Center	1. Police & Para Military Line 2. Police & Para Military Academy 3. Police & Para Military Training Center 4. Residential Technical Training Institution
4.	District Jail	1. District/ Central Jail Building 2. Police & Para Military Barracks 3. Residential Institutions like Nari Niketan, Remand Homes, Juvenile Center, Detention Center etc.
5.	Technical/ Non- Technical University	1. Technical University 2. Non-Technical University 3. Medical University/ Medical College 4. Technical Institution
6.	Court Building	1. Court Building 2. Town Hall 3. Government Office
7.	Museum	1. Museum 2. Library 3. Art Gallery 4. Picture Gallery 5. Treasury
8.	Forensic Science University	1. Forensic Science University/Institution 2. Medical University/ College and Hospital 3. Technical University/ Institution 4. Paramedical College 5. Nursing College
9.	Sports University	1. Sports University 2. Sports College/Complex/Academy 3. Sports stadium 4. Sports college/University/ academy/Complex
10.	Training center	1. Technical/Non-Technical Training Centres 2. Residential college/University

11.	Sadbhavna Kendra	<ol style="list-style-type: none"> <li>1. Non-residential Buildings</li> <li>2. Shopping complex</li> </ol>
12.	Exhibition cum Convention Centre	<ol style="list-style-type: none"> <li>1. Auditorium</li> <li>2. Multipurpose Hall</li> <li>3. Museum</li> <li>4. Town Hall</li> <li>5. Library</li> <li>6. Art / Picture Gallery</li> <li>7. Assembly Hall</li> <li>8. Government Office</li> </ol>