



**Government of Uttar Pradesh  
Planning Department**

**REQUEST FOR PROPOSAL  
FOR  
PROJECT MANAGEMENT CONSULTANT (PMC)  
WORK FOR  
CONSTRUCTION OF .....  
AT DISTRICT .....,  
U.P., INDIA ON EPC MODE**

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

**Technical Cell, EPC Mission,  
Planning Department, Lucknow**

# OFFICE OF THE CHIEF ENGINEER, TECHNICAL CELL, EPC MISSION, PLANNING DEPARTMENT, LUCKNOW

## Notice Inviting RFP

NO. /General/Technical Cell/2024 Dated-

Superintending Engineer, Technical Cell, EPC Mission, Planning Department, Lucknow on behalf of Governor of Uttar Pradesh invites RFP (Request for Proposal) for Project Management Consultant from reputed firms having experience and expertise in the field of Architecture & Engineering for shortlisting 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>,

S. No.	District	Name of Work	Approximate cost of the Civil Work (without GST and other cess)	Approximate Consultancy Fee without GST 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	..... .....	PMC work for Construction ..... at district ....., U.P., India on EPC Mode	Rs. .... crore	Rs. ....00 Lacs	Rs. 5000+ GST	Rs. 300+ Rs. 54 GST	Rs. .... Lacs	75 Days for Architecture design consultancy + 18 Months for construction work + 36 Months for Defect Liability Period

- ❖ Period for downloading of RFP document from ..... at 02:00 pm to ..... upto 05:00 pm.
- ❖ Pre-bid conference to be held on ..... at 11:30 am in the office of Chief Engineer (Technical Cell), EPC Mission, Planning Department, Yojna Bhawan, Lucknow. The queries can be sent to mail ID- [technicalcellepmission@gmail.com](mailto:technicalcellepmission@gmail.com).
- ❖ Start date of submission of bid document ..... from 11:30 am (online).
- ❖ Last date of submission of bid document ..... upto 03:00 pm (Online).
- ❖ Submission of Technical bid in hard copy on ..... **upto 05:00 pm** in the Office of Chief Engineer (Technical Cell), EPC Mission, Planning Department, Lucknow -226001
- ❖ Opening of Technical Bid on ..... **at 03:30 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on checking website [www.etender.up.nic.in](http://www.etender.up.nic.in), regularly for any corrigendum which shall not be published in any newspaper.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)
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-III) 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](http://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- Yojna Bhawan, Lucknow**

**Executive Engineer,  
Technical Cell EPC Mission,  
Planning Department, Lucknow**

**Superintending Engineer,  
Technical Cell EPC Mission,  
Planning Department, Lucknow**

# **RFP FOR PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES ON EPC MODE IN BUILDING WORKS**

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## **DISCLAIMER**

Planning Department, GoUP has prepared this document for Architectural and Engineering Consultants on behalf of GoUP to provide the background / information for providing Project Management Consultant (PMC) Services to ..... Department for **“PMC work for Construction of ..... at district ....., U.P., India on EPC Mode”** 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.

Planning 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 Planning 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 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 RFP

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. 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 has decided to obtain the services of reputed consultants through shortlisting accordingly (*mutatis – mutandis*) who will assist Technical cell, EPC Mission, Planning department/UPPWD for undertaking various activities from conceptualization, procurement of the contract for the work on EPC Mode, supervision of work on EPC mode, Defect Liability period to handing over of the various public use Building projects to be taken up in the state of Uttar Pradesh on EPC Mode through invitation of RFP. For each project shortlisting 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 in line with the Request for Proposal (RFP) and in the second envelope (Online), the Consultants shall submit their financial bid.

1.2.3 The financial bids of only those Consultants would be opened who have scored more than 75% marks in the RFP. The selection of consultants shall be done on Quality and Cost Basis System (QCBS) with technical and financial weightage in the ratio of **70:30**.

1.2.4 The award of work to EPC Contractor shall be by inviting open bids (e-tender route) by Technical Cell, EPC Mission, Planning 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 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 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).

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-Document 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:

- Processing fee and RFP Document 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 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 3 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 **75%** of the maximum consultancy fee payable in respect of the project applied for ie: Average Annual Turnover should be more than or equal to **1.125 %** 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 PMC Services 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 complement 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-XIII) 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 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 turn over. 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 the financial bid (online only). 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 Planning Department, before the pre-bid date to the Email ID- [technicalcellepcmission@gmail.com](mailto:technicalcellepcmission@gmail.com).
- 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 PWD.

**Contact:** Executive Engineer of the concerned local division i.e. ....

**Address:** Office of the Executive Engineer, ....., UPPWD, .....

**Contact No:** +91 .....

- 1.4 EE, ....., UPPWD, ..... will provide the inputs to the Bidders, if available. However, EE, ....., UPPWD, ..... 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 Financial Bid 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 (online only).

- 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 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), 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.
- 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**)
- 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 XIII)

Any conditional bid or bids not accompanied with above shall be considered as non-responsive & shall be summarily rejected, not considered for Design Concept Presentation (PPT and Video, if any) & Technical Evaluation.

### 3. (A) Technical Capability :

Experience of having independently provided Comprehensive Integrated Consultancy (CIC)/ Project Management Consultant (PMC) Services (as per the scope of CIC/PMC defined in the TOR of present work) for completed/substantially completed project of Construction of ..... fulfilling the NBC, NMC/ Indian Public Health Standards (IPHS), MoHFW/ ESIC, 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: architectural consultant, quality consultant, sub consultant etc. will not be considered for this purpose. Only experience as independent CIC/ PMC (as per scope of CIC as defined in TOR of present work) will be counted 100% marks. **In case of DPR Consultant 50% marks shall be counted and in case of Authority Engineer also 50% marks shall be counted\*\*.** (Marks as per Table-1, Point-1 as Consultancy firm's specific experience).

\*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 services from Central & State Govt., Public Sector Undertaking (PSU) of Central & State Govt., Authority/ Corporation. 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)**
- ii) 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.

**v) Design Concept Presentation**

The Design Concept Presentation (PPT and Video, if any) shall be submitted online as well as in one copy (one hard copy & soft copy in one number in pen drive) to be mailed to **technicalcellepmission@gmail.com**, latest by bid due date, failing which it shall be considered that the consultant is non-responsive. The Design Concept Presentation by the bidder shall have to be done on the date and venue as intimated by mail/ web portal.

The Consultant shall bring Soft & hard copy of their Design concept (already uploaded at the time of submitting online bid) and related details at the time of presentation. The time and venue for presentation will be intimated separately. A firm can present in the single presentation, the no. of projects for which it has been intimated to make the presentations. **The consultant shall have to bring the key personnel Team Leader, Structural Engineer and Senior Architect for the Concept Design Presentation and necessary interaction.**

#### 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 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 within 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 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. Organization setup of the company with Respect to Key Staff (**Annexure-VII**)
- g. Details of experience certificate/Similar work for the work executed for last 10 years. (**Annexure-VI**)
- h. Financial Information (**Annexure-VIII**)

- i. Details of Associate Consultant/Counterpart staff (**Annexure-IX**)
- j. Valid GST & PAN details (**Annexure-V**)
- k. Certificate in the form of **Annexure-XI** to be submitted at time of submission of DPR.
- l. 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 (Online Only).
  - c) General Conditions of Contract
  - d) Special conditions of Contract (SCC)
  - e) Site Layout/Plan, Drawings as available
  - f) Annexure-I to Annexure-XIII
  - 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 ask for physically 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 PMC 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 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) including site conditions, topography of the land, drainage and accessibility etc. or any other condition 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. Description of Bill of Quantity / Schedule of Quantities.
  5. General Conditions of Contract.
  6. Drawings
  7. 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.
  8. Relevant B.I.S. Codes.
  9. Use of latest innovative technology approved by BMTPC and adopted by CPWD/ State Govt. with local availability of material, economy and completion time.
13. Design Concept Presentation will be held on the date as intimated by mail & uploaded on web after opening of the Technical Bid as intimated Bid inviting authority. The Bidders found responsive as per eligibility of section-5 will be intimated through email minimum 48 hours prior to the Design Concept Presentation.
  14. Financial Bid of qualified bidders as per technical bid evaluation will be opened duly intimated after Design Concept Presentation, by Bid inviting authority in the presence of participants who choose to attend the opening of the Financial Bid.
  15. The Department's policy requires that Bidders provide professional, objective, and impartial advice and at all times hold the Department's interest's paramount, 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 PMC but the same shall not be considered for evaluation of financial bid of the bidder. But it is a mandatory condition.
- iv) The selected Consultant may be required to submit 5 years Professional liability Insurance for the Architectural design, Preliminary Structural design, Design Based Report, Tender documents & drawing submitted for the said project on completion of the same.
- v) **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.
- vi) **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.

## 16. 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.

## 17. 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 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 may at its discretion, extend the deadline for the submission/ opening of the Bid.

#### **18. Preparation of Bid**

- i) The Bid shall contain Technical Bid, Design Concept Presentation 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 and the contract to be signed with the Successful Bidders shall be written in the English language.

#### **19. 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.

#### **20. 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, Planning 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.

#### **21. Submission, Receipt and Opening of bids**

- i) The original bids (Technical Bid, Design Concept Presentation 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.

## 22. 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.

## 23. 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.

## **24. 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.

**25. 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-III 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) Further, queries regarding Design Concept Presentation also will not be entertained after 07 days from the date of uploading of Bid on website. Bidders have to give Design concept presentation on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the Bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of the Bidders about subject matter and the Project in particular.
- l) Technical cell, EPC Mission, Planning department/UPPWD 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.
- m) 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.
- n) 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.

- o) As the bid is invited for Project Management Consultancy (PMC), 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.
- p) The bidder has to assess all the clearances required at the site and assist the Department in getting the clearances.
- q) 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. PMC will also be responsible for quality assurance and quality control parameters.
- r) Expenses for visit to site, different office, staying as per the requirements and as per the bid documents are inclusive in the bid price.
- s) Language of correspondence shall be either English or Hindi.

## **Section-3**

### **GENERAL**

### **CONDITIONS OF**

### **CONTRACT (PART – A)**



# 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<sup>1</sup>

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 Planning Department, Lucknow and issued LOA/LOI for providing PMC 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 Planning Department, Executing Agency, Admin/ Client Department 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, UPPWD, .....
- g) **Employer** shall mean the Superintending Engineer, Technical Cell, EPC Mission, Planning Department (upto DPR and tender stage); and Superintending Engineer, PMGSY, PWD, Lucknow (during execution stage).
- h) **Engineer-in-Charge** means the Executive Engineer, ....., PWD, ..... 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, monitoring and supervision 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 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) **Associate Consultant/counterpart** means any person or entity by whom/which the other required services are to be rendered for the project.
- r) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- s) 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.
- t) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.
- u) 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.
- v) 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) Design Philosophy:

This should cover followings:

- To cater for different functional requirements of user with creative indoor spaces, surroundings, better circulation and flexibility in space planning.
- Integrated designs of electrical, mechanical and other services with structural system and construction methodology with low maintenance.
- Climate responsive Architecture with integration of daylight and electric light, thermal comfort, compliance to UPECBC (Energy Conservation Building Code), ventilation and highest performance standards for work space efficiency.
- Use of low embodied energy materials and local/reused materials and consideration of green building principles.
- Water and solid waste management with waste water recycling, water conservation and rain water harvesting.
- Use of C&D Waste and latest innovative technology approved by BMTPC (Building Material and Technology Promotion Council) and adopted by CPWD/ DEPARTMENT with local availability of material, Economy and completion time, in compare conventional construction technology.

<sup>1</sup> Definition may be modified according to the nature of the project.

- Development of surroundings with site terrain consideration, traffic circulation, indigenous vegetation and plantation.
- Guidelines of make in India policy of Govt. of India to be adhered.
- Making use of maximum FAR & covering the land to the minimum and submit the certificate as annexed in Annexure XI.
- Fixing boundary pillars @ 50 m or the kink points whichever is less.

**b) 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.

**c) 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.

**d) 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 to prepare BOQ required for invitation of tender for construction on EPC mode and helping the project get completed, as per its aims and objectives. The bill of quantity for EPC tender is to be prepared in such a way that all the parameters, prepared, presented to and approved by Technical cell, EPC Mission, Planning department/UPPWD are incorporated. Supplementary drawings/ suggestions if required 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.

The Consultant has to submit detailed program of the work as per the below mentioned guidelines within 7th days from the date of LOA. The time schedule submitted by the Consultant shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favorably.

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

- i. Technical Cell, EPC Mission, Planning department/UPPWD shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work upto the extent of 5% of executed cost of EPC contract in connection therewith and the consultants shall comply with such requests without any extra cost.
- ii. 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.

**iii. 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.

**iv. 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.

**v. Additional work**

- (a) If the work in full or part is withdrawn from Technical Cell, EPC Mission, Planning department/UPPWD/ 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, 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 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-V** 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% of 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, PMGSY, UPPWD, ....., 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 specifications, types and makes of various materials/ equipments have to be presented in detail and should be as per acceptable standards with respect to department/ CPWD/ BIS/ DSR etc.
  8. 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.

#### **9. 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.

#### **10. 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.

#### **11. Defect Liability Period:**

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

#### **12. 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.

### **13. LIQUIDATED DAMAGES AND PENALTIES**

#### **14.1 Liquidated Damages (Penalty)**

**14.1.1** Liquidated Damages for error in drawing submitted DPR and drawings, In case any error or variation is detected in the designs/ documents/ estimates/ reports submitted by the Consultant 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 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 Technical Cell, EPC Mission, Planning Department/UPPWD.

**14.1.2** The estimate for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final cost of work should not deviate more than 5% of the estimate prepared by the consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 20% of the quantity worked out by the consultant in the detailed estimate. If the overall deviation, due to default / wrong estimation of the consultant is more than 5% or deviation of any individual item is more than 20%, then the consultant is liable to pay a compensation @ 2% of such deviation (beyond agreement quantity). The maximum compensation payable on this account will be 10% of the total fee from the total fee payable to the consultant. The decision whether the deviation 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 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.

#### **14.2 Liquidated Damages for delay**

In case of delay in completion of Services due to non-disposal of the services required by the PMC 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 0.05% (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.

**14.3 Encashment and appropriation of Performance Security**

UPPWD 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 14.1 & 14.2.

**14. 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.

**15. 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, 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.

**16. Termination:**

17.1 Technical Cell, EPC Mission, Planning department/UPPWD 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.

17.2 In case due to any circumstances ie: non sanction of the proposed work by the government & the Technical cell, EPC Mission, Planning department/UPPWD, 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.

- 17.3 In the event of the Technical cell, EPC Mission, Planning department/UPPWD is 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.
- 17.4 In the event of the Architect/Consultant through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- 17.5 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.
- 17.6 The termination of the appointment of the Consultant shall be without prejudice to the accrued rights and remedies of the Department.
- 17.7 Consultant who are not registered with the authorized 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.
- 17.8 In the event of liquidated damages/Punitive action imposed on Architect will not exceed 10% of the total fees payable.

**17. 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 & STAAD Pro).
- (b) Documents to be submitted.
  - i) Detail Project Reports with coloured drawings (Only relevant drawings).
  - ii) Complete detailed design calculations (Architectural and other services) including supply of drawings incorporating subsequent modifications.
  - iii) Detailed estimates including DBR (Design Build Report) and rate analysis of all works.
  - iv) Completion drawings and detailed documents. **(To be vetted by consultant for the drawings submitted by EPC contractor.)**
  - v) Bid documents/Bid drawings as per the Department requirements.
  - vi) Fabrication Drawings of all equipment if any. **(To be vetted by consultant for the drawings submitted by EPC contractor)**
  - vii) As built drawings after completion of project. **(To be vetted by consultant for the drawings submitted by EPC contractor)**
  - viii) 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.

**18. 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.

**19. 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.

**20. Associate Consultant/ Counterpart**

- 21.1** 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.
- 21.2** 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 drawing 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.

#### **21. 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.

#### **22. 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.

#### **23. 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.

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

If at any time after the commencement of the work the Technical cell, EPC Mission, Planning department/UPPWD 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.

#### **25. 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 – Special Secretary, Planning Department, Lucknow, Member– Finance Controller, Planning Department, Lucknow and Member – Chief Engineer, Technical Cell, EPC Mission, Planning Department, Lucknow & Chief Engineer, PMGSY, UPPWD, ....., 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 (In-charge 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.

#### **26. 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. The scrutiny of the drawing, and designs by Technical cell, EPC Mission, Planning department/UPPWD/UPRNN/C&DS/ Client Department's own supervisory staff, if any, does not absolve the Consultant of their responsibility under the agreement. The Consultant shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement

of the Architectural specifications.

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.
- 27. 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 – B)**

## **SPECIAL CONDITIONS**

1. Defect Liability period shall be three years from the date of handing over/ taking over.
2. The consultant shall have to get approved the specifications for various building and electrical etc. materials from CE, Technical Cell, EPC Mission, Planning department/UPPWD/UPRNN/C&DS Department, Lucknow.
3. Making use of maximum FAR & covering the land to the minimum and submit the certificate as annexed in Annexure XI.
4. The demolition of any existing building is required/not required for the proposed work. The demolition is to be completed as per Financial Hand Book (FHB) part-1 para 25 (Land and Building) as amended G.O. no. 1883 ईजी/23-5-13-50(40)ईजी/08 dated 10.10.2013 and G.O. no. 2/2017/ए-2-1235/दस-2017-24(7)/95 dated 12.12.2017 and cost of demolition/scrap value obtained from demolition shall be accounted for in the DPR.
5. If trees are to be transplanted, the cost of the same has to be build up in the DPR & tender documents prepared by Consultant.
6. The Consultant shall have to adhere to Standardized Development & Building regulations 2023, SP 73:2023 issued by BIS (Bureau of Indian Standards ) in addition to NBCC norms 2016.

**Section-4**

**TERMS OF REFERENCES**

**(TOR)**



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

### **1.0 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 Architect agency/ Consultant shall be but not limited to the followings:**

Site survey, site demarcation with Boundary pillars, topographical survey, site evaluation analysis, soil investigation and testing, water testing, assessment of land filling etc.

Preparation of comprehensive Master Plan for the entire area considering the future requirements , Concept Plan, 3D View, Animated walk through/Model (if required), detailed Architectural design & drawings and Preliminary engineering presentations, site development including roads, street lighting, traffic & signage systems, landscaping, boundary wall, open parking/ covered parking, drains and sewers, STP (if required) plan etc.

Preliminary structural design with calculations following the NDMA guidelines (simplified guidelines for earthquake safety of Buildings from NBC) & drawing for preparation of Detailed Project Report (DPR)/Detailed Estimate (DE). Detailed Design Based Report (DBR) including design concept & vetting of GFC drawings submitted by EPC contractor. Proof checking on GFC structural design & drawing.

MEP and HVAC system, Internal EI and lighting system, Firefighting and detection system, including smoke detectors and fire alarms, power supply, internal and external electrification, PA system, acoustics, BIMS Modelling, IT, HIS and HMIS, web portal, CCTV/Security and Access system (Lifts, Escalators etc.) as per the requirement detailed in RFP schedules.

Design of Internal and external drainage and waste management system, water supply and sewerage system, STP (if required), rain water harvesting, site development works, services, landscape work, garden and greenery planning with or without sprinkler system, fixed and temporary furniture and equipment's type, design and specifications as per requirement of the project, art work (interior and exterior) etc.

Facade design/ skylight, Structural glazing system including design of open spaces etc. to be completed with due diligence by the Architectural consultant along with value engineering.

Pre-construction approval from Fire Department, local authorities and statutory bodies, EIA Clearance, any other clearance if desired for the project.

Preparation of detailed technical specifications, material specifications, rate analysis based on Schedule of Rates, DAR on basis of market rate (if any) provisions supported by at least three quotations in order of preference for preparation of Detailed Project Report/ Detailed Estimate, preparation of NIT/ bid documents, detailed bill of quantity (Schedule of Payment) for EPC contract, assisting in tendering process, pre-bid clarifications/ meetings, opening & evaluation of tender, justification, award and approval of bid for execution contract (EPC), preparation of measurement modules for payment to the EPC work contractor at different stages.

Modules for Quality Assurance (QA) and Quality Control (QC) measures have also to be prepared by the Consultant.

Coordination with Technical cell, EPC Mission, Planning department/UPPWD/Admin 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.

**1.2 The detailed scope of work of consultant shall be but not limited to the followings:**

Site survey, site demarcation, topographical survey, site evaluation analysis, soil investigation and testing, water testing, assessment of land filling etc. 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 consultancy works.

- a. Preparation of Master Plan and concept plan
- b. Preparation of list of spaces
  - i) Preparation of master plan of whole area including area statements
  - ii) Preparation of Building wise Floor plans
  - iii) Preparation of Elevations, Facade and Sections
  - iv) Preparation of details required to execute the work smoothly and timely.
  - v) Preparation of Room wise furniture, equipment's planning and layout.
  - vi) Pre-construction approval from Fire Department, local authorities and statutory bodies, EIA Clearance, any other clearance if desired for the project. All such clearances must be started just after the approval of concept plans by competent authority of the client department & must be accomplished by the time of floating the tender for EPC Contractor.
- c. Preparation of Preliminary Structural Drawings with Calculations.
- d. Electrical systems including power sanctions, transmission from the nearest point supply as approved by the electricity board, electrical substation with constant voltage supply distribution and complete internal and external lighting, lifts, fire detection, firefighting and alarm system, intercom system, acoustic and public address system, closed circuit television, Solar panels and other electrical/electronic control and display systems including metering facilities, power generators, PA, FDA, U.P.S. stabilized power conditioners, air conditioning, air cooling, heating and ventilation system.
- e. Locational, architectural and structural planning of specialized services such as all HVAC systems, gas pipelines, water treatment, Sewage treatment, rain water harvesting systems etc.
- f. Sanitary, Water pumping & storage, bore well, ground reservoir and overhead tanks, terrace tanks, water supply from local bodies, supply (chilling/ heating/ RO) and sewerage, plumbing and firefighting systems including fire protection.
- g. Signage, Graphic and landscaping meeting green building certification as per minimum GHAR rating by CPWD.
- h. Any or all MEP services not specifically mentioned herein but required for the proper and successful completion of the project in accordance with international standards BIMS Modelling , including however, medical and non-medical furniture and medical equipment and instruments in case of construction medical college, hospital and medical universities.
- i. Preparation of Tender Document including schedules, detailed specifications & Bill of Quantities (Schedule of Payment) for inviting tenders for invitation of tenders in EPC mode.
- j. Services Concept Planning (Isometric drawings)
  - (i) Planning services like MEP, HVAC, Electrical, plumbing, Firefighting, Lifts, Gas Manifold and other services as per scope of work including Computerization, Communication, Public address, Security (CCTV and Access Control), Building Management system, Solar Panels, PA, FDA etc.

- (ii) Planning of coordination of various services to avoid overlapping/ rework/ over budgeting/ time over run.

**k. Presentations and Models**

- (i) Preparation of Models and Walkthroughs (if required). A physical scale model of size 6'x4' just after the Administrative & Financial sanction of the project for display at construction site office. Such 3D Model must be ready by the time of Administrative & Financial sanction of the project is issued by the government.
- (ii) Preparation of 3D views and blow ups of typical and critical areas.
- (iii) Preparation of Room wise Furniture/equipment layout and specs for major areas.

**l. External Services Schematic Planning**

- (i) Planning of additional services including buildings for electric Sub-stations, DG sets, UPS, AC plant etc.
  - (ii) Planning and preparing layouts for external services like water supply, drainage, ETP/ STP including Recycling, Rainwater Harvesting, Landscaping including programmable drip and sprinklers for irrigation of green areas.
  - (iii) Schematic design of all other services (**if required**) like CSSD, Laundry, Medical gas system, Incineration, Autoclaving, Handling of Bio-medical waste etc. in case of construction of medical colleges, hospitals and medical universities.
  - (iv) Traffic movement for services, staff, public and also incorporation of covered/ open parking norms as per building byelaws.
  - (v) Video Conferencing and video surveillance for perimeter and internal security.
  - (vi) Close circuit TV as per requirement.
  - (vii) LED displays for information and announcements.
  - (viii) Access control
- m.** To prepare modules for QA (Quality Assurance) and QC (Quality Control), including frequency, type of tests for required parameters.
- n.** 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 Department for payment after due verification.
- o.** The consultant has to disseminate the knowledge to all the project personnel especially to the EPC contractor in reading the drawing, specification, technological innovations, state of art structural planning.

### **1.3 Approval from Local Authorities**

Obtain all approvals and statutory Clearances from local bodies, State Government, Fire Department, Electrical Safety Department and other regulatory bodies etc. from concerned statutory authorities of that area for construction of the buildings and services proposed under the project to enable to start the construction and also to enable client to occupy and commission the building with services.

**(A) Preconstruction Clearances:** It will comprise of necessary clearances before starting the construction work like Environmental clearance, Forest Clearance, Local body clearance, site clearance/ Utility Shifting etc. which shall be obtained by the consultant on behalf of the client Department. All statutory fee for the same shall be paid by the Employer or the Admin/ Client Department.

**(B) Pre-NOC from Fire:** The Pre-NOC for fire shall be obtained by PMC on behalf of the Department & statutory payment shall be made by the Employer or the Admin/ Client Department.

**(C) NOC during construction & Post Construction:** The NOCs for explosives, Water,

ground water, Pollution Control Board, electrical safety etc. shall be obtained by EPC contractor, however if the requirement is there to liaise & co-ordinate for the same then it shall be done by PMC in the interest of the project.

#### **1.4 Specifications for all equipment's and services in the scope of work**

- Preparation of Data sheet showing Room wise and Building wise finishing, flooring and Door window, and other high-end Inventory schedule.
- Preparation of detailed Technical Specification etc. for civil, electrical, IT, HVAC. Kitchen, laundry, CSSD, Manifold, Hospital Furniture & Equipment, Lab Equipment etc. works and services for major items for medical colleges, hospitals and medical universities.
- Specifications to be broadly based on BIS, latest editions of NBC & ECBC, MSR, NABH, CPWD specifications and specifications as laid down by the statutory bodies suited for the requirement of client department's proposed building, if any.
- List of Lab equipments to be kept at site as per requirement of site.
- Latest norms regulations, provisions, minimum standard requirements prescribed by the various regulatory bodies i.e.: UGC guidelines, IPHS, ICAR, Bar Council of India, Veterinary council of India, NMC guidelines (**for Medical Projects**) etc. are to be adopted.

#### **1.5 Estimate and Costing for all services in the scope**

- Preparation of Area statement floor/ Building wise.
- Preparation of detailed cost estimate based on latest SOR/ DAR for non-schedule items on current market rates of materials, Labour and POL as applicable. And market rate analysis for Non-Schedule Items supported with Quotations.
- Preparation of cost estimate during execution of work as per actual site requirement enabling client to keep the cost within the approved amount.

#### **1.6 General**

- Concept report to be submitted
  - Detailed Project report including material consumption statement as per specification/ norms of CPWD & State PWD.
  - Drawings of Floor plans
  - Typical part details
  - System diagrams for services to be prepared
  - Equipment layout drawings for major areas
  - Energy efficiency and Green concept to be adopted and explained
- Drawings and models required by statutory bodies will be prepared by the Consultant according to the sizes/ scales required by them.
- Six sets of all drawings and a PD of the same will be furnished by the Consultant free of cost.

#### **1.7 Architectural Services**

- i. Preparation of Master Plan.
- ii. Ensure that the various building engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- iii. Ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included.
- iv. Develop the landscaping details separately.
- v. Develop the interior details as per requirement and the type of equipment(s) planned.

- vi. Obtain information required for statutory applications under planning and building acts and any other statutory requirements.
- vii. Prepare production information including drawings, schedules type and makes and specification of materials and workmanship; bills of quantities etc. in sufficient detail to enable.
- viii. Prepare construction/Working drawings.

#### **Site Plan**

- Co-ordination of the proposed building.
- Room layout in co-ordination with various services and levels.
- Blow up of road junction / parking area and other such area as required.
- Provisions of services/substations/security/STP/water reservoir/tanks etc.
- Demarcation of land taken over from the Revenue Deptt. shall be clearly define by the PMC Consultant defining the northing and easting of all the corners or changes in the alignment of the boundary using total station survey. Such drawing shall form the part of the tender to be floated for EPC contractor. Video of the same shall also be supplied to the Technical cell, EPC Mission, Planning department/UPPWD.
- PMC will also assist the Administrative Department and the Contractor in getting all the utilities shifted or any obstacles to be removed from the site.

#### **Detailed Building Services**

- Floor plans (fully coordinated with all services/disciplines)
- Elevations
- Sections
- Wall profiles
- Doors & Window details
- Stairs/Ramps/Lifts details
- Details of building parts/ Areas with special treatment
- Toilet details
- Kitchen, laundry/CSSD etc. details for medical related structures.
- Flooring pattern and details
- Dado details
- False ceiling details (if required)
- Details of equipment and their layout
- Furniture details (Fixed/ temporary) with types, makes and their specifications
- Signage (Internal and External)

#### **Landscape & Horticulture**

- Detailed drawings of landscape including blow up of critical area/ landscapes / plants capes/ detail coordination with all external services.
- Horticulture details including sprinklers and drip irrigation.

### **1.8 Civil & Structural Engineering Services**

- (i) The Consultant shall perform all the Civil/Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts and shall at all times show a high degree of professionalism in his work. The consultant shall use the FAR to the maximum and the land coverage by buildings footprint shall be minimum.
- (ii) The consultant has to provide various details regarding safety norms during construction, if not included in the scope of EPC contractor.
- (iii) The required internal and external services are to be planned/checked with respect to economical cost, minimum maintenance and lowest consumption of energy, water & electricity.
- (iv) The services to be provided by them shall include but not be limited to the following:

- (v) The consultant has also to check the drawings provided by EPC contractor, the detailed drawings/specifications/schedules for shuttering/ scaffoldings etc. and time period requirement for removal of shuttering etc.

**a. Design basis**

- Planning for the structural arrangements with the architectural design
- Co-ordination & finalization of arrangements plans
- Beam & Column size finalization
- Beam & Column location
- Slab sunk & projections
- Equipment load estimation
- Any other misc. characteristics of the buildings
- Finalization of design basis & structural systems

**b. Design development**

- Structural framing for Analysis in a structural Analysis software
- Design of beams & columns based on structural Analysis output of the software
- Workout of support reactions for the design of foundations from the structural analysis software
- Design of foundations
- Design of slabs
- Design of staircases/ramps etc. (According to fire department NOC).

**c. Drawing stage**

- Foundation plans & details
- Column layout plans
- Framing plans (fully coordinated with all disciplines)
- Floor slab structural details
- Column & beam structural details
- Staircases/ramps/lifts etc. details

**d. As built drawing and Standard Measurement Book**

- As built drawing and Standard Measurement Book along with the services shall have to be checked, dully prepared and submitted by EPC contractor.

**1.9 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:

**1.10 Cost estimating & financial services**

- a.** Initial Cost planning for the project based on State/ CPWD plinth area rates, including the cost of associated design services, site development, landscaping, furniture and equipment; cash flow requirements for design cost, construction cost, statutory and third-party certification cost, etc.
- b.** Carry out inspections and surveys; prepare estimates for the buildings, services, electrical, PHE, HVAC and all components of the building based on DSR/DAR items and rates plus market rates for items not available in DSR.
- c.** Cost justification based on market rate analysis well supported by at least three quotations for non-scheduled items.
- d.** Prepare and submit cost estimates for the project at outline scheme design, preliminary design stage and final design stage.
- e.** Cost planning, cost monitoring and cost reporting during the various stages of design to ensure that there is no over-run-in project cost and to take appropriate measures to achieve it.
- f.** Prepare a projected cash flow for the contract at start of construction and at any time as required by the Client.
- g.** Prepare complete documentation, report including specifications, detailed Bill of Quantities etc. Technical specs, BOQ formats, contract documents formats and clause to be approved by client / consultant. Preparation of BOQ terms etc. for inviting tender for

construction on EPC mode.

- h.** Prepare Tracking Plan based on M.S. Project i.e. information of scheduling resources, i.e. material, manpower, machineries, shuttering materials etc. (Provided in Hard and soft copy in MS Project File).
- i.** Identification & monitoring of quantities of execution
- j.** Advise on any aspect that can influence the project's cost and measures that can be taken in order to ensure that the budget for the project is not exceeded.
- k.** Preparation of contract documentation with EPC contractor for construction works.
- l.** Carry out such other duties as may be required of the Consultant in the pre-contract stage on this project.
- m.** Site supervision in accordance to QA & QC, site meeting, coordination meetings and any other meetings and recommending payment of EPC contractor after due verification as and when required.
- n.** Assist the Client in replying queries from audit/ internal control departments and other technical committees of statutory authorities like CTE/ CVC. Attend meetings in connections when requested to do so by the Client and audit/internal control departments. Prepare and submit reports to the Client in connection with queries from audit / internal control departments.
- o.** Carry out such other duties as may be required of the Consultant in the post – contract stage on this project like 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 equipment's, 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.

### **1.11 Preparation of Detailed Project Report**

Preparation of Detailed Project Report including Preparation of list of spaces in consultation with The Department/ Client, Master plan of whole area including area statements, Building wise Floor plans, Elevations and Sections, Master plan, concept plan, architectural design & drawing, specifications/ drawings of each and every item/ make having equal rating/ quantity, site development e.g. roads, boundary wall, parking, security services, rain water harvesting & landscaping, plumbing, firefighting including smoke detectors and fire alarms, drainage & waste management, external development, Fire Alarm, Internal and external electrification, IT, HVAC, including all statutory and local bodies approvals/ clearances to start, occupy and commission the buildings and services, layout, planning. Preparation of Tender documents showing detailed specifications, plans showing all dimensions etc. and selection of executing agency and procurement vendors, contract documentation etc. The DPR shall include but not limited to the following:

- a) Detailed Layout of Scheme of a particular Length/ Section/ sector showing various components of (related to present work) will be shown on drawings.
- b) Report of topographical survey & Geo-technical investigation, collection of required data from the concerned department, if required.
- c) Ultimate disposal point, intermediate rainwater harvesting system etc.
- d) Technical Parameters covering the followings:
  - Detailed Architectural, structural, & flowchart drawings.
  - Designs details duly certified by DEPARTMENT/ Vetting Agencies.
  - Detailed specifications of each work.
  - Comparative statements of proposed and sanctioned Plinth Area and specification.
  - Quality assurance scheme giving details of equipment and tests to be carried out with their frequency keeping IS Codes in view.
  - Format for monitoring progress during construction stage.
  - Bills of quantities duly priced. All estimates shall be prepared on the basis of Delhi

schedule of rates, norms wherever applicable and on the basis of market rate analysis where Schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in DSR shall have to be submitted. In case of Market rate items, detailed analysis along with quotations from manufacturers/ authorized dealers is to be submitted.

- To update the Survey/ preliminary estimates/ concept/ detailed estimates incorporating suggestions and missing details/ facilities etc.
- To prepare & submit required set of Tender Documents, Tender Drawings, Schedules, Specifications etc. for EPC Contract.
- To prepare & submit working drawings & visit the sites of work regularly as per requirement of Clint/ the Department to ensure good quality.
- Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- Electrical/ Mechanical Drawings/ Design Calculations for all the components of the schemes including getting approvals from the concerned authorities. Detail load calculations for Electric Power & HVAC loads are to be submitted.
- Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- Project/Buildings has to be conceptualized & designed following Green Building Norms.
- Any other drawings/information's/ details required for completion of preliminary estimates/ concept/ detailed estimates for execution of work but not mentioned above.
- Justification of rates for all the items (non-schedule) on the basis of market rates in the area of subject site supported with quotations.
- After finalization of concept plan one number model of minimum size of 6 ft. x 4 ft. showing Master plan & various components of Buildings is to be provided free of charge at the construction site office location asked by the Technical cell, EPC Mission, Planning department/UPPWD/ Client Department.

Facade design/ skylight, Structural glazing system including design of open spaces etc. to be completed with due diligence by the Architectural consultant along with value engineering.

Pre-construction approval from local authorities and statutory bodies.

Preparation of detailed technical specifications, material specifications and their make, rate analysis based on DAR & Schedule of UPPWD, basis of market rate (if any) provisions supported by at least three quotations preparation of Detailed Project Report/ Detailed Estimate, preparation of NIT/ bid documents, detailed bill of quantity for EPC contract, assisting in tendering process, pre-bid clarifications/ meetings, opening & evaluation of tender, justification, award and approval of bid for execution contract (EPC), preparation of measurement modules for payment to the EPC work contractor at different stages.

Modules for Quality Assurance (QA) and Quality Control (QC) measures have also to be prepared by the Consultant.

Co-ordination with Technical Cell, EPC Mission, Planning Department/UPPWD/ 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. Recommending 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. The Defects Liability Period for the Project shall be minimum three years reckoned from the date of issue of taking Over Certificate or completion certificate by the Client/ Statutory Bodies whichever is later.

## **1.12 Electrical Engineering Services**

### **A. General**

The Consultant shall be responsible, amongst others, at site for:

- Design of electrical installations including all electrical fittings/ fixtures etc., as necessary. Only LED lighting system to be considered.
- Power Supply & Distribution system (including emergency and backup supply, sub-station etc.) including mandatory solar panels of requisite capacity.
- Telephone system, intercom communications facilities.
- Data and Voice cabling in conduits.
- Sound diffusion system as necessary.
- Fire detection and Alarm System.
- Lifts, escalators, water pumps etc.
- Cable TV/dish antenna system with LED panels of requisite sizes for different locations
- Call System.
- Lightning protection and Earthing system.
- External Lighting including street lighting, Sky lights, perimeter security lighting, backlit panel lights of signage.
- UPS back up for sensitive / critical equipment, including requisite cabling.
- LED Panel display system for public information.
- Building/ Energy Management system controlling all essential services: This system should allow switching off when not in use. A manual bypass shall also to be provided which will allow bypassing/ overriding the building/ Energy management System when necessary.

### **B. Services**

To carry out basic and detailed designs of comprehensive electrical power distribution scheme, indoor and outdoor lighting, lightning protection and earthing systems of all the buildings in accordance with the relevant Indian regulations and Standards. The work shall include, but not limited to, the following services:

- a. Design and draw up preliminary schemes on the electrical requirements and on the rating of all the apparatus/ equipment that will be installed in the buildings.
- b. Design the distribution systems and prepare single line diagrams with details of accessories and equipment.
- c. Specify the details and capacities of HT panels, Transformers, LT panels, standby diesel generators and fuel intake, and to specify the type of supply arrangement for incoming power supply, interlocking arrangement between HT panel, transformer, LT panel & DG sets.

- d. Design the Sub-station comprising of the HT panel room, transformer room, LT panels room, and generator room to specify the necessary switchgear and control/ changeover panels, capacitor banks, and bus duct, essential and non-essential panels as necessary with the appropriate load shedding.
- e. Make detailed specifications of all electrical items, including outdoor/indoor equipment, essential and non – essential panels, power control centers, capacitor panels and the corresponding bill of quantities for the various items.
- f. Design and prepare detailed layout drawings for the individual power. Indoor and outdoor lighting, lighting protection and earthing system with separate earthing for the computer network and for other equipment as required.
- g. Telephone, Intercom & Communication system comprising of the followings;-
  - Telephone layout and telephone equipment including conduit and accessories layout for the telephone system and any protective devices battery back-up required.
  - Design the EPABX room. Prepare conduit layout of cables and terminals inclusive of a fiber optic or other special data transmission cables for system required
  - Intercom layout and intercom equipment including conduit, cabling and accessories layout for the intercom system and any protective devices required.
  - Investigate the needs of each site in terms of communication facilities and call bells required and to specify same and the corresponding equipment and accessories together with preparation of conduit and accessories layout necessary.
  - Prepare the specifications and bills of quantities.
  - Check and approve detailed drawings of the suppliers and manufacturers
  - Check and approve the suppliers/ manufacturer’s drawings/ documents.
- h. **Sound Diffusion and Visual display System**

Carry out basic and detailed design for the sound diffusion and visual display systems required and this shall be inclusive of, but not limited to, the following:

  - Plan showing the routing of conduit, wiring, position of speakers, LED TV panels, central console etc. indicating block diagram of PA/ Video system.
  - Cable and conduit layout, sound equipment and visual display system together with any protective devices required;
  - Prepare specifications and bills of quantities;
  - Check and approve detailed drawings of the suppliers and manufacturers;
- i. **Fire detection & Alarm System**
  - Design the FDA control room layout.
  - Prepare working drawings (Floor wise) indicating the zones, location of the fire alarm sensors, Response Indicator, Manual call points, Hooters, their conduits and wiring and location/details of FDA control panels.
- j. **Lifts, escalators, water pumps**
  - Specify the capacity and type of lifts / escalators to be provided and prepare layout for the necessary machine areas.
  - Specify the type / system for hot water supply to showers, kitchen and other areas (use of solar water heater shall be incorporated in the design).
  - Finalize the design for lifts and escalators installation as per the Statutory/ local regulations.
  - Prepare specifications and bills of quantities.
  - Check and approve the suppliers’/ manufacturers drawings/ documents.
  - All lifts to have smart card operation for security.

**k. Cable TV/Dish Antenna System**

- Prepare working drawings indicating the locations of TV points, Central panel / racks of dish antenna.
- Fixing details of dish antenna.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers' / manufacturers drawings/ documents.

**l. Call system (As part of HMIS-Health Management Information System)**

- Assess the requirement of call system at different locations.
- Prepare the plan indicating the location of the console panels, wiring diagram, conduit layout etc.
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers/ manufacturers;

**m. Lightning Protection and earthing System**

Lighting protection system shall be an advanced integrated lighting protection system and it shall consist of a dynamic air dynamic air termination which acts as a preferred strike point, a surge conductor to minimize side flashing, an earthing system, protection from power surges at point of electricity line into the facility and protection from surges and transients on oncoming tele-communications and signal lines. The work shall include, but not limited to, the following

- Prepare plans showing internal/ external earth grid, earth electrodes and lightning protection with size of conductors and details of each electrical and lightning arrestors along-with details of earthing pits.
- Earth system shall be as per relevant Indian Standards and Indian Electricity rules.

**n. External Lighting**

- Assess the external lighting requirement for roads, parking, buildings, perimeter security etc. LED based system to be deployed.
- Prepare plans indicating the road lighting with circuit details, typical pole detail with type of fixture, cabling, earthing etc.
- Prepare the specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers and manufacturers;

**o. UPS backup**

- Identify the sensitive/critical equipment and plan a detailed power back-up programmed through centralized or localized system.
- Prepare the plan indicating the locations of UPS rooms in the buildings, UPS room layout, and Single line diagram/Power flow diagram.
- Prepare specifications and bills of quantities including laying cabling for the conditioned power supply.
- Check and approve detailed drawings of the suppliers / manufacturers.

### 1.13 IT Services

The Consultant shall prepare an information system strategy plan carrying the IT needs of the Building and campus. Prepare system requirement specifications document including up-gradation / expandability strategies for the future.

The Consultant shall carry out the basic and detailed design specifications of the application of IT/ Computerization system/ network related to scope, system architecture, application systems for each Institute/ campus/ building inclusive of, but not limited to, the following:

- a. Software/hardware in respect of all the systems / sub systems including web interface for access and inputs etc.
- b. Assess the requirement of servers / nodes / terminals, hubs etc. at different locations.
- c. Power cabling and conduit layout and UPS facilities together with any protective devices required for the IT / Computerization system;
- d. Data transmission cables layout and equipment for the system;
- e. Prepare specifications and bills of quantities;
- f. Check and approve detailed drawings / specifications of suppliers / manufacturers / implementing agency;
- g. Project implementation, including project plan, priorities and phasing, system installation supervision, acceptance procedures, training and documentation etc.
- h. LAN/WAN & Wi-Fi coverage for entire Campus.
- i. Access Control and video surveillance.
- j. Video Conference facility.
- k. Preparation of the Logo (if required) of the Institute and WEP portal for the Institute.
- l. Bandwidth requirement for external connectivity Part – A.

### 1.14 Mechanical Engineering Services

#### A. General

The Consultant shall be responsible, for all mechanical services including HVAC, medical and other equipment's, kitchen, laundry, CSSD, manifold etc.

- a. Design of Heating, Ventilation & Air-conditioning systems as necessary (Central and/or individual air- conditioning Systems) including pressurization of lift wells, ventilation of toilets, basements and other areas etc. The work shall include design of specialized air conditioning, ventilation and air filtration systems for the hospital i.e. Operation theatre, ICU, ICCU, Diagnostics, Burns Ward, wards, OT support area etc.
- b. Design of Kitchen, Laundry, Central Sterile & Supply Department (CSSD), Bulk Oil Handling unit, Hospital waste Management System, Mortuary, Cold rooms etc. Laundry chutes and food distribution lifts to be planned (**only for Medical projects**).
- c. Steam, Compressed air, Medical Gases Manifold installation and other Mechanical Services as required for the Institutes.

#### B. Services

The Consultant shall carry out basic and detailed design of the required Heating, Ventilation & Air conditioning system for all necessary areas for sites. This shall include, among others, but not limited to the following services:

- a. Preliminary and detailed design and prepare drawings indicating the details as mentioned below:
  - i. Heat Load calculations
    - a. Summer
    - b. Monsoon
    - c. Winter
  - ii. Air Quantity calculation
  - iii. Equipment selection details
  - iv. Layout drawings for equipment, Air Handling units and ventilation fan rooms etc.
  - v. Layout drawings of ducting, piping distribution, electrical distribution.
- b. Specify the type of systems appropriate and to calculate the capacities of the A.C. plants and units required and according to specific requirement of the areas to be air-conditioned, taking into account, the necessary number of air changes that may have to be applied for certain specific/critical areas.
- c. Design and specify the type of special air conditioning, ventilation and high efficiency air filtration system as required for the operation theatres and associated areas.
- d. Design ducting, piping and A.C. Plant room layouts floor wise and to specify all electrical requirements of the A.C. systems.
- e. Prepare A.C. system details in plans and sections.
- f. Design pressurization system for lift lobby and ventilation system for toilets, basement and other areas and according to the specific requirements of the areas to be ventilated.
- g. Design and specify the cold rooms (if required) and Kitchen and also all necessary Kitchen equipment.
- h. Design and specify the appropriate mortuary cold room (**if required for Medical projects**) with all necessary ventilation facilities.
- i. **For Medical Related Project only:** Steam, Compressed air, medical gases manifold installation for each site.
- j. Design medical gas, compressed air, steam (to laundry, labs, pharmacy, kitchen, disinfections and sterilization as required) including PNG and supply system inclusive of but not limited to the following:
  - a) Medical gas piping system to the Operation Theatre, I.C.U., C.C.U., wards etc. as required with all necessary security valves, conduits, access panels, control valves, outlet coupling etc.
  - b) Centralized bulk storage system ideally located to allow easy access for recharge.
  - c) Ensure that the system is economically designed and satisfies aesthetic requirements.
  - d) Design and prepare working drawings including piping from the bulk gas storage tank to the individual kitchen equipment, medical gas piping from the gas rooms to the operation theatres and to other areas etc.
  - e) Prepare specifications and bill of quantities.
  - f) Check and approve detailed drawings of suppliers/ manufacturers.
- k. Design centralized Kitchen, CSSD, Bulk oil handling system (for supply to pharmacy, incinerator, Boilers, D.G. sets etc. as required).

1. Hospital Waste Management System (**for Medical projects**), but not limited to, the following:
  - i. Plan the kitchen set-up and identify the different equipment's along-with their specifications, bill of quantities as required.
  - ii. Plan the CSSD set-up to cater to the entire hospital with provision for future expansion and identify the different equipment's along-with their specifications, bill of quantities as required.
  - iii. Centralized bulk oil storage system ideally located to allow easy supply of fuel to incinerators, boilers, and diesel generators sets etc.
  - iv. Detailed planning regarding handling of hospital waste and their safe disposal/treatment. Identify and prepare the specification of equipment.
  - v. Needed for this purpose. Liaise with Central Pollution Control Board, Local Pollution Control Board and other statutory authorities/bodies for obtaining the necessary license/permission.
  - vi. Ensure that all the systems mentioned above are economically designed and satisfy aesthetic requirements.
  - vii. Design and prepare working drawings for all the services mentioned above.
  - viii. Prepare specifications and bill of quantities.
  - ix. Check and approve detailed drawings of suppliers/ manufacturers.

### **1.15 Public Health Engineering**

#### **A. General:**

The Consultant shall be responsible, amongst others, for:-

- a. Design of Public Health & Engineering services taking into account various topographical, meteorological, Hydrological etc. reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system including STP/ETP, Drainage system, Fire-fighting system, other site development works etc. for planning of services.
- b. All the design and drawings should be well coordinated with Architecture, structure and other services drawings.
- c. All designs shall be as per the latest Indian Standards, Local bye-laws and statutory norms.
- d. Ensure that the design meets the requirements with regard to future extensions and needs. The services shall include following major components:
  - i. Water Supply System
  - ii. Sewerage System
  - iii. Drainage System, including storm drainage & Rain Water Harvesting
  - iv. Fire-fighting & Fire Suppression System
  - v. Other site development works.

#### **B. Services**

### **1.16 Water Supply System**

- i. Calculation of water requirements for domestic, non-domestic and hospital services.
- ii. Design and prepare working drawings of internal and external water supply system including Underground tank, Overhead tank, Water treatment plant, pumping stations, rising mains, distribution system and internal plumbing, recycling of treated waste water

etc. including revision of drawings as per local authority requirement, resubmission and approval.

- iii. Design of hot water supply system consisting of centralized/ localized hot water supply system (Solar/Boiler/Geysers etc.)
- iv. Obtain approval from local bodies for Municipal water supply connections, drilling of tube wells etc.
- v. Prepare specifications and bill of quantities.
- vi. Check and approve detailed drawings and data sheets of suppliers/ manufacturers.

**a. Sewerage System**

- i. Calculation for quantity of waste water generated from different sources and design waste water treatment plant.
- ii. Design and prepare working drawings for internal and external soil/waste disposal systems including revision if any as per requirement of local authority, resubmission and approval.
- iii. Obtain approval from statutory and local bodies for waste disposal.
- iv. Prepare specifications and bill of quantities. Check and approve detailed drawings and data sheets of suppliers/manufacturers.

**b. Drainage**

- i. Design and prepare working drawings for storm water drainage including roof drainage, service area drainage and surface drainage including revision if any as per requirement of local authority, resubmission and approval.
- ii. Design and prepare working drawings for rain water harvesting system.
- iii. Obtain approval from statutory and local bodies for drainage connections and rainwater harvesting scheme etc. for each of the six sites.
- iv. Prepare specifications and bill of quantities.
- v. Check and approve detailed drawings and data sheets of suppliers / manufacturers.

**c. Fire Fighting & Fire Suppression System**

- i. Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system, CO2
- ii. Flooding system, pressurization system, fire extinguisher system, UG tanks, fire pump rooms etc. in line with the statutory requirements including revision if any as per requirement of local authority, resubmission and approval.
- iii. Size all equipment required and prepares detailed specifications and bill of quantities.
- iv. Obtain necessary license/permissions from the statutory/ local fire authority/ bodies etc. as required
- v. Check and approve detailed drawings and data sheet of suppliers/ manufacturers.

**d. Other site development works**

- i. Design and prepare working drawings (longitudinal & cross section) for roads/ footpaths/parking areas etc. including revision if any as per requirement of local authority, resubmission and approval.
- ii. Design and prepare working drawings of irrigation system for horticulture.
- iii. Design and prepare working drawings for water bodies.

- iv. Design and prepare working drawings for recreational facilities like swimming pool etc.
- v. Prepare specifications and bill of quantities.
- vi. Check and approve detailed drawings of suppliers/ manufacturers.

#### **1.17 Hospital Waste Management System (for Hospital related Building Only)**

- i. Prepare design, specifications, and bill of quantities for Hospital Waste Management System in line with the latest guidelines of CPCB & Ministry of Environment & Forest notification.
- ii. Check and approve detailed drawings of suppliers/ manufacturers.
- iii. Site supervision including testing, commissioning and handing over of the Hospital Waste Management system.
- iv. Obtaining clearances from the statutory bodies and imparting training to the client's representatives.
- v. The consultant shall prepare QA, QC, type, make and frequency of tests etc.

#### **1.18 Site office and site supervision**

An office by the consultant shall have to be opened at the station of the site as well as at Lucknow as per the requirement of supervision of the project site during execution. The key personnel Team Leader, Structural Engineer, Senior Architect and Domain Expert/Planner have to be present at Lucknow Office during pre-construction phase. Consultant along with the key professionals shall undertake such site visits and attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/ negotiated fees and nothing extra shall be payable on this account. If any discrepancy/ non adherence to the required norms/ prescribed drawings/ specifications/ GFC/ quality (QA & QC) shall be brought immediately to the notice of UPPWD. If any short comings are found and not reported in writing, shall not be considered as already being made aware off. 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.

#### **1.19 Completion Stage:**

- a) Obtaining of completion and occupation certificates shall be coordinated by consultant to be obtained by EPC contractor, wherever necessary from the local bodies after completion of work and inspection by Municipal/ Fire/Electrical Inspectors and supply the same to Client Department. For this purpose, any assistance required from Client Department will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by the Department.
- b) Prepare completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 6 sets of completion drawings to the Department and also hand over the original of the completion drawings to the Department. The changes, if any during the execution of work will be intimated by the Department to the consultants for preparation of above drawings.
- c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to



Planning Department and Clients/local bodies/or any other authorities applicable including getting “completion certificate” from concerned authorities, if required.

- d) 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.

**1.20 In addition the consultant will perform the following duties:**

- a) Carrying out all modifications /deletions /additions / alterations /in design/ drawing/ documents as required by Local Bodies Authorities/ State/ UPPWD/ Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the Client.
- b) Undertaking site supervision and site visits to attend meetings during execution of the project, to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including modifications required in existing drawings if any, preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant agency and shall be covered within his quoted/ negotiated fees and nothing extra shall be payable on this account.
- c) After each site visit the consultant agency should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of the Department.
- d) Assist the Department in Arbitration/ Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/ interpretations, supply of drawings, designs, specifications as and when required. The consultant agency’s role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.
- e) The Department shall have the right to request in writing for additions, alterations, modifications or deletions in the design(s) and drawing(s) of any part of the work and to request in writing for additional work in connection therewith and the consultant agency shall comply with such requests without any extra cost.

**1.21 Video Monitoring**

Video monitoring and surveillance with a dedicated war-room for the security for 24x7 operations.

**1.22 Access Control**

All area of the project will be clearly defined in different security zones and rule-based access to be provided to all users. Security logs to be generated for all control points.

**1.23 Defect Liability Stage:**

The Defects Liability Period for the Project shall be minimum three years or as per Part-B special conditions reckoned from the date of issue of taking Over Certificate or completion certificate by the Client/ Statutory Bodies whichever is later. The consultant shall visit the site and provide all the drawings/ details for rectification of defects, if any.

## 1.24 Key Personnel:

The general composition of the PMC 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 (with 10 Years experience) Or B.Arch/B.tech (with 15 Years experience)	1	At the Lucknow office of consultant/PWD HQ but must be available till the end of DLP of the bldg. project. Fortnightly visit is mandatory and shall hold meeting at site.
2	Structural Engineer	M.Tech (Structures) with more than 10 Years experience	1	At the Lucknow office of consultant, must be available till the end of handing over of the bldg. project. Fortnightly visit is mandatory.
3	Contract Management Expert (Part Time)	B. Tech(Civil) with more than 10 years experience in civil contracts which should include at least one completed EPC contract. Additional degree in Law & Techno legal person shall be preferred.	1	At the Lucknow office of consultant, must be available till the end of DLP of the bldg. project
4	Senior Architect	M. Arch with more than 05 years experience or B. Arch with more than 10 years experience	1	At the Lucknow office but must visit the project site minimum once in 15 days (fortnightly) or when required.
5	Domain Expert/Planner etc.	Relevant qualification (B.Arch-5 Yrs., B.Tech- 4 Yrs., M. Arch. – 2 Yrs., M. Tech- 2 Yrs.) in the specialized field of the domain with more than 10 years experience Desirable: Specialization as Domain Expert like Hospital Planning Management for Hospitals & Medical Colleges	1	At the Lucknow office of consultant, must be available till the end of DLP of the bldg. project. Intermittent visit to site minimum once in month.
6	Resident Engineer	M.Tech (Civil) with 8 years experience or B.Tech (Civil) in Civil Engineering with 10 years experience	1	At site & must be available till the end of handing over of building project.
7	Material Engineer cum Quantity Surveyor	B.Tech(Civil) with more than Five years experience	1/2	At site & must be available till the end of handing over of the bldg. project. 1 nos. for projects with civil works' cost upto Rs 100 Cr. & 2 nos. for projects with civil works' cost more than 100 Cr.
8	Electrical Engineer	B.Tech (Electrical) with more than Five years experience	1/2	At site & must be available till the end of handing over of the bldg. project. 1 nos. for projects with civil works' cost upto Rs 100 Cr. & 2 nos. for projects with civil works' cost more than 100 Cr.
9	Mechanical Engineer	B.Tech (Mechanical) with more than Five years experience	1/2	At site & must be available till the end of handing over of the bldg. project. 1 nos. for projects with civil works' cost upto Rs 100 Cr. & 2 nos. for projects with civil works' cost more than 100 Cr.
10	Site Engineer	B.Tech (Civil)with more than 3 Years experience or Diploma (Civil)with more than 7 Years experience	1/2	At site & must be available till the end of handing over of the bldg. project 1 nos. for projects with civil works' cost upto Rs 100 Cr. & 2 nos. for projects with civil works' cost more than 100 Cr.
11	Site Supervisor	Diploma (Civil/Electrical Engg.) with more than 5 years experience	2/4	At site & must be available till the end of handing over of the bldg. project 2 nos. for projects with civil works' cost upto Rs 100 Cr. & 4 nos. for projects with civil works' cost more than 100 Cr.

The personnel to be present full time shall be at site. Resident Engineer, Material Engineer cum Quantity surveyor, Electrical/Mechanical Engineer, Site Engineer & 2 site supervisors.

The remaining key personnel comprising of Team Leader, Structural Engineer, Senior Architect, Domain Expert etc. shall essentially make site visit every fortnight under intimation to the Executive Engineer (Engineer-in-charge). Visit reports must be furnished along with the MPR (Monthly Progress Report) as per format given in Annexure-XII failing which it shall be considered as breach of contract and the same shall attract financial penalty. Any unauthorized absence from duty by the key personnel shall tantamount to breach of contract with expulsion of the absentee key-personnel out rightly from the

team.

The above-mentioned composition of team is basic minimum, but the same may be enhanced as per the requirement of the project without any future costs to the Department, as decided by consultant & the Department.

The key personnel Team Leader, Structural Engineer, Domain Expert and Senior Architect have to visit HQ for the Concept Design Presentation and necessary interaction & site during construction holding site meetings with client & Contractor. **The final H1 Consultant shall make appear the personnel before the Employer for an interaction regarding suitability of the candidate before the deployment against the contract, failing which it will be considered that the proposed key personnel /site personnel are not interested for deployment in the project. In such a case, suitable replacement can be placed by the consultant only for once. For any further replacement of any key personnel suitable deduction shall be done from the fee of the consultant as found appropriate by Technical cell, EPC Mission, Planning department/UPPWD. The consultant shall have to place on record the payments being done to the key personnel & site staff.**

Suitable protocols (i.e. Biometric etc.) shall be formulated for atleast minimum presence of the key personnel during the execution of the project, failing which payment on the contract for the services of PMC shall be stopped.

The proposed team leader should have worked for at least two years with the firm. If this is not complied with, the bid of the consultant shall be termed as non-responsive.

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.

**1.25** The following activities shall attract penalties which shall be deducted from the running bill for consultancy services:

Sl. No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, DEPARTMENT may impose a penalty upto Rs. 5000/- (Rupees Five Thousand Only) from the running bill of CIC/PMC.
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 consultant shall deploy personnel of equal or higher qualification and experience under the intimation to DEPARTMENT. In the event of the failure of the consultant to do so, DEPARTMENT may impose a penalty upto Rs.10,000/- (Rupees Ten Thousand Only) from the running bill of CIC.
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 PMC. 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 Consultant is not acceptable to the DEPARTMENT, the Consultant shall replace the team member within 07 days of given such notice. If the Consultant 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

		DEPARTMENT with commensurate deduction from the running bill of the CIC/PMC.
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**1.26 Responsibilities:** The consultant will share the responsibility for any fault/any shortcomings found in structural design and safety. Similarly, consultant will also be responsible for any shortcomings in preparation of QA & QC modules.

## 2.0 TIME SCHEDULE AND MILESTONES

### 2.1 Time Schedule

The timelines for the project are as follows:

Phase	Stage	Time from the date of Start of Work (months)
Phase 1	Stage 1 to 6:	75 days.
Phase 2	Stage 7 & 10:	18 months as approved by Department or until completion of work whichever is later.

**2.2 Milestones:** - The consultant shall deliver the following to the Department:

Sl. No.	Deliverable	Time from the date of Start of Work
<b>Phase I – Preconstruction</b>		
1	Submission of Concept Drawings, 3D view, 3D Modeling (if required), walkthrough for the Proposed Buildings with elevations and sections and making presentations before the client department for obtaining comments/suggestion & developing final concept drawings for obtaining approval thereof from the Client Department.	20 Days
2	Submission of Preliminary drawings / design necessary for obtaining Local bodies approval(s), and submission of drawings / details in proper formats to the concerned local bodies for obtaining NOC / sanctions / approval for construction.	28 Days
3.	Pursuing & Liaison with various authorities for obtaining approval of municipal drawing therefrom.	28 Days
4.	Submission draft detailed cost estimates based on Department SOR/ Delhi Analyzed Rate (DAR)/ Delhi Schedule of Rates (DSR), latest version as applicable on the date of submission, duly enhanced by approved Cost Index, in respect of SOR/DSR Items and on market rates for Non- SOR/DSR items of the work along with market rate analysis and supporting market rate quotation(s); details of measurements, technical specifications, detailed architectural services & sufficient structural drawings and obtaining the approval thereof, and submitting copies of the approved detailed cost estimates with all related documents.	60 Days
5.	Submission of final DPR , Bill of quantities (schedule of payments also), Tender drawings and Bid document for inviting bids for construction on EPC mode and obtaining approval thereof from field units of DEPARTMENT, and submitting copies of the approved bid documents to Technical cell, EPC Mission, Planning department/UPPWD. Along with the Tender documents the NOC from Local body, Fire department & EIA Clearance or any other clearance ie; Forest clearance, NBWL/SBWL Clearance etc has to be provided.	75 Days

	Also the demarcation of land boundaries duly marked on grounds by boundary pillars has to be provided.	
6.	Submission of minimum six sets in hard copy (A-1 size) and soft copy in MS Word, MS Excel, Power point & Autocad format in Pen drive in two set of all detailed & working architectural, services, after obtaining approval of DEPARTMENT of the draft drawings (all duly signed by DPR Consultant & field DEPARTMENT) to Technical cell, EPC Mission, Planning department/UPPWD.	75 Days
<b>Phase-2 -Construction and Post Construction*</b>		
7.	Approval of Architectural Drawings submitted by EPC Contractor	1 week since the Date of LOA to the EPC contractor.
8.	Site supervision and site visits as per the requirement by DEPARTMENT/ client during progress of the work to ensure the sufficiency of drawings and details issued by consultant for the work and to issue revised/ modified/ additional drawings/ details, as and when required as per site conditions for smooth progress of the work.	During the entire construction period including extended period of construction, as per Clause 1.24 of TOR
9.	Approval of shop drawings for proprietary/ specialized items of work, if any within one week from the date of submission by the construction agency/ firm.	During construction period
10.	Scrutiny of as built drawings and approval thereof within two weeks from submission. 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.	During construction period
11.	Obtaining completion/ occupancy certificates from the concerned civic authorities and other statutory bodies including submission of revised plans/details if required.	Four weeks after completion of work
Drawings shall be prepared on CADD (latest version). All approvals shall be given by the DEPARTMENT as per the schedule mentioned above along with soft copy (.dwg) of drawings & details in Pen drive.		

\* There may be a significant gap between Phase 1 & Phase 2.

### 3. **Payment of Remuneration:**

The fee includes planning, designing and supervision during construction of the project, travel expenses towards periodical and day today supervision, for attending meetings with DEPARTMENT/Clients/ visits to local authorities, etc. by the Consultant and or by their technical persons. The fee should also include cost of providing local representative (Architect/ Engineer) for day-to-day liaisoning and all expenses shall be borne by the consultant. In case of non-deployment, recovery as mentioned in clause 1.25 of TOR & Clause of GCC shall be made from the running bills of the Consultants.

All payments shall be made in Indian currency only.

#### a. The Consultancy Fee:

Planning Department, GoUP agrees to pay the Consultant fees for the professional services to be rendered by them as herein above described at Section-4 (TOR).

The payment of fee to the PMC consultant shall be restricted as per following. For the purpose

of payment of fees, the total consultancy fee excluding GST shall be limited to the lowest of the following:

- 1) 1.5 % of the sanctioned cost\* (Net sanctioned cost will be the cost on the basis of which EPC contract will be floated).
- 2) 1.5 % of actual cost of construction.
- 3) Price quoted by consultant.

However, if there is change in scope of work of the project on the basis of addition, deletion or modification of certain project features/requirements, the fee will be increased or decreased on the prorata basis provided such increase/decrease is beyond 5% of executed cost of EPC contract.

The running payment shall be continued to be paid as per clause 4.0 of TOR.

- b. The above fee is inclusive of fee payable by the consultant to any other consultant/ Associate(s)/ proof checking agencies and nothing extra shall be payable by Technical cell, EPC Mission, Planning department/UPPWD for this purpose.
- c. The Consultant shall submit all running bills and final bill to Employer of respective work. All the required documents e.g. measurement sheet and Tax invoice etc. shall also be submitted

\*The cost shown in the NIT is an approximate cost, the sanctioned cost may vary from it upon sanctions issued by the administrative department.

Mode of payment - 25% upto level of DPR  
75% during execution

Stage	S.No.	Milestone	% payment	Cumulative percentage payment
<b>Stage-1</b>		<b>Pre – construction stage</b>		
	I.	On Approval of concept plan, Master plan & Detailed architectural design	10	10
	II.	On Submission of Detailed Estimate, DPR along with Drawings. On Checking and approval of Detailed Estimate & DPR	10	20
	III.	On obtaining clearances and approvals from statutory bodies and submission of approved drawings. Submission of tender documents of EPC contractor & preparation of QA & QC Modules along with supplying one number of model of minimum size of 6 ft. x 4 ft. showing Master plan & various components of Buildings is to be provided free of charge at the location asked by the Employer	05	25
<b>Stage- 2</b>		<b>Construction stage (on pro-rata basis)</b>		
	I.	Up to Plinth	05	30
	II.	Up to Superstructure	20	50
	III.	Up to finishing works, all services, horticulture and landscaping	15	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- 3</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. Consultant shall submit his bill along with full description about service provided, separately for both of the works.
- b. Consultant shall not claim payment against pending services or incomplete stages of work.
- c. All payments paid to Consultant 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.
- d. In case only a part of the project is continued beyond any stage, no further payment shall be made to the Consultant for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.
- e. The cost of references to be made by the Consultant to his in-house professional experts or outside professional experts are included in Consultant's fees and nothing extra will be paid by the Department on this account.
- f. Payment will be made to the Consultant on back-to-back basis after received from the owner department.
- g. Against each activity including sub activity, the consultant shall submit 6 (six) sets of drawing in the form of hard copy & one soft copy.
- h. No charges what so ever against stationary, conveyance, furniture etc. shall be claimed by the Consultant. The prices quoted by the consultant under section-6 are inclusive of all such incidentals.
- i. All the payments due to the consultant shall be made online and no cheques/ draft shall be issued.
- j. 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)

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

The consultants shortlisted for the project through Invitation for Expression of Interest and requested to submit RFP shall be eligible for participating in the bid for RFP.

This RFP is invited in two bid system i.e. Technical bid and Financial bid. The consultants shortlisted for the project through Invitation of Expression of Interest vide NIT No. given in Notice Inviting E-Tender for Request of Proposal section shall be eligible for participating in the bid for 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 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 services 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/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.
- 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 Earnest money, 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 consultancy fee. (**Annexure-III**)
- vii) The bidder must submit the work experience certificate along with the details of similar work. (**Annexure VI**)

Any conditional bid or bids not accompanied with above shall be considered as non-responsive & shall be summarily rejected, not considered for Design Concept Presentation (PPT and Video, if any) & Technical Evaluation.

#### 2. (A) Technical Capability:

Experience of having independently provided Comprehensive Integrated Consultancy (CIC)/ Project Management Consultant (PMC) Services (as per the scope of CIC/PMC defined in the TOR of present work) for completed/substantially completed project of Construction of ..... fulfilling the NBC, NMC/ Indian Public Health Standards (IPHS), MoHFW/ ESIC, 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 project.  
or
- b) Two projects of 60% & above value of present project.  
or
- c) Three projects of 40% & above value of present 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: architectural consultant, quality consultant, sub consultant etc. will not be considered for this purpose. Only experience as independent CIC/ PMC (as per scope of CIC as defined in TOR of present work) will be counted 100% marks. **In case of DPR Consultant 50% marks shall be counted and in case of Authority Engineer also 50% marks shall be counted\*\*.** (Marks as per Table-1, Point-1 as Consultancy firm's specific experience).

\*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.

- i) The past experience in specific nature of 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) **Registration with Council of Architecture, LEED, GRIHA**

The firms/ associated firm (as partner or employee) should be registered with the Council of Architecture. The bidder should have at least one of the team members as LEED Accredited Professional and GRIHA certified professional or GRIHA evaluator.

### **(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 services from Central & State Govt., Public Sector Undertaking (PSU) of Central & State Govt., Authority/Corporation. 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)
- ii) 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.

### **3. Technical Evaluation:**

The technical evaluation of the Bids who meet the above eligibility criteria shall be done by Consultant Evaluation Committee (CEC) as detailed below:-

#### **First Stage of Evaluation: Consideration of Responsiveness**

Each member of the CEC should first read all proposals, without scoring them. This first

review helps to determine whether the proposals are free of significant omissions or deviations from the TOR or other key requirements of the RFP. It also allows CEC members to assess the overall clarity of the proposals and identify elements that will require special attention in the evaluation. Proposals without earnest money (bid security), not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP, conditional bid will be summarily rejected as being non-responsive, before taking up the appraisal of the technical proposal for evaluation of quality. CEC shall evaluate each proposal on the basis of its responsiveness to the TOR. A proposal shall be considered unsuitable and shall be rejected at this stage if it fails to comply with important aspects as described in the RFP. A technical proposal containing any material financial information shall also be rejected.

**i). Design Concept Presentation**

To become eligible for Technical Evaluation, the Bidder must meet the minimum eligibility criteria as prescribed in Clause 1 above.

Under this stage, the Bids shortlisted after meeting the minimum eligibility criteria, shall be invited for participating in the design concept Competition by way of presentation before the Committee constituted for the purpose by Planning Department.

The Design Concept Presentation (PPT and Video, if any) to be mailed to **technicalcellepmission@gmail.com**, latest by **05:00 pm of .....**, failing which it shall be considered that the consultant is non responsive. The Design Concept Presentation by the bidder shall have to be done on the date and venue as intimated by mail/ web portal.

The Consultant shall bring Soft & hard copy of their Design concept (already uploaded at the time of submitting online bid) and related details at the time of presentation. The time and venue for presentation will be intimated separately. A firm can present in the single presentation, the no. of projects for which it has been intimated to make the presentations.

The consultant shall have to bring the key personnel Team Leader, Structural Engineer and Senior Architect for the Concept Design Presentation and necessary interaction.

**iii) Evaluation of the Quality – Technical Proposals**

Evaluation of the quality of technical proposal shall broadly comprise but not limited to the following –

- i) Consultancy firms specific experience in the relevant sector.
- ii) Methodology or design concept presentation.
- iii) Qualification and relevant experience of key staff.
- iv) Transfer of knowledge.

Depending upon the nature and cost of the project, the benchmarks, maximum score and scoring pattern for the various criteria and sub criteria shall be decided by CEC before evaluation of the technical proposals and the same shall be circulated to all the members of the CEC, to maintain uniform and transparent evaluation of the proposals.

In the second stage evaluation process CEC members shall apply the criteria and sub-criteria.

Each proposal should be judged on its own merits and assigned an absolute, not comparative grade. A comparative evaluation would single out the best proposal on a relative scale. The evaluation shall measure absolute quality scored against pre-defined criteria and sub-criteria. Each of the technical proposals will be evaluated for the criteria prescribed in the RFP by awarding marks so as to make the total maximum technical score of 100 (Hundred). The criteria and weightage to each criteria or sub-criteria would depend on the requirements of each case and may be fixed objectively.

The scheme of marks in terms of percentage is however, proposed in Table-1 below.

**Table-1. Marks in terms of percentage**

<b>Rated Criteria</b>	<b>Range of percentage for score</b>	<b>Sub criteria</b>
1. Consultancy Firm's specific experience	10%	<ul style="list-style-type: none"> <li>● Specific works experience (10)</li> </ul>
2. Methodology/ Presentations	40%	<ul style="list-style-type: none"> <li>● understanding of TOR 30% (12)</li> <li>● detailing of methodology and work plan 50% (20)</li> <li>● innovation 20% (8)</li> </ul>
3. Qualification and relevant experience of key staff	40%	<ul style="list-style-type: none"> <li>● Educational qualifications 20% (9)</li> <li>● Professional experience in the required area of assignment 80% (31)</li> </ul>
4. Transfer of knowledge	10%	Capacity of consultant to disseminate the knowledge to the project by expressing the achievement of completed projects duly rated under GRIHA/ LEED ratings and the special awards won by the consultant. (10)
<b>Overall</b>	<b>100 %</b>	

The CEC shall further sub divide the above criteria mentioned in Table-1 into sub-criteria. The number of sub-criteria shall be kept to the minimum that is considered essential. For example, methodology criteria can be sub-divided into sub-criteria as:

**Consultancy Firm's specific experience (10 marks)**

Experience of having independently provided Comprehensive Integrated Consultancy (CIC)/ Project Management Consultant (PMC) Services (as per the scope of CIC/PMC defined in the TOR of present work) for completed/substantially completed project of Construction of ..... fulfilling the NBC, NMC/ Indian Public Health Standards (IPHS), MoHFW/ ESIC, 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: architectural consultant, quality consultant, sub consultant etc. will not be considered for this purpose. Only experience as independent CIC/ PMC (as per scope of CIC as defined in TOR of present work) will be counted 100% marks. **In case of DPR Consultant 50% marks shall be counted and in case of Authority Engineer also 50% marks shall be counted\*\*.** (Marks as per Table-1, Point-1 as Consultancy firm's specific experience).

\*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.

Methodology and Presentation (40 marks):

- i) **Understanding of TOR (12 marks)-**
- Knowledge of relevant applicable laws and obtaining of the statutory clearances.
  - Contract management plan including post construction plan.
  - NMC guidelines in case of Hospitals, Medical college and Medical universities.
- ii) **Detailing of methodology and work plan (20 marks)-**
- (A) **Design scheme/concept planning**
- a) Overall Landscape Plan with integration of open and built spaces
  - b) 3D view of entire job and landscaping
  - c) Site Planning & Orientation: Massing (Compactness), Circulation (integration), Landscape blending with existing profile. Optimum use and Cost effective Land Utilization & Grouping of Functions, Economical design. Cost effective Site Utilization & Grouping of functions, economical design.
  - d) Schematic Flow Diagram, Zoning of Departments (Micro Zoning)
    - Hospital
    - Residential
    - Academic
  - e) Planning grid and work grid (modules)
  - f) Activity relationship including placing of department's floor wise, horizontally or vertically.
  - g) Structural design in terms of sensitivity to location, appropriate materials for construction and seismic factors.
  - h) Services (Electrical services, Fire detection and alarm systems, Lifts, escalators, water pumps then lightning protection and earthing systems, water supply and public health engineering requirements.)
- iii) **Innovation (8 marks)-** A write up shall be submitted on how the consultants design will be cost and energy effective.
- Principles of Life Cycle Cost and accomplished advance/ latest technologies and innovative materials and finishes (other than conventional technologies/ materials) proposed to be used in the project.
  - Aesthetics/ Green Building features, Disaster resistant methods/ technologies, Infrastructure for persons with disabilities.
  - Incorporation of environment friendly and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials and maximization of retention of existing trees at site.
  - Innovative Modern and/or Contemporary, State of the Art Architectural features.
  - Uses of new materials and technology including waste materials.
  - Innovative usage/disposal of waste materials.
- Note: Above is only an illustrative list, the consultant can come up with new ideas also.

**Qualification and relevant experience of key staff (40 marks):**

The criteria for suitability of the key professionals shall be judged based on educational qualification and experience:

- a) Educational qualifications (9 marks);
- b) Professional experience including associate consultant/counterpart, in the required area of assignment (31 marks).

**Transfer of knowledge (10 marks):**

- Capacity of consultant to disseminate the knowledge to the project by expressing the achievement of completed projects duly rated under GRIHA/ LEED ratings.
- The special awards won by the consultant for constructing Energy conservation, Green Buildings, Signature Buildings.
- Capacity of the consultant to elucidate/ define the personnel of the EPC contractor the drawing, specification etc.
- Dissemination of knowledge to the personnel of all the EPC contractors and all concerned of the project for capacity building.
- CEC members shall carry out the evaluation independently and score the proposal based on the rating criteria. The CEC evaluation shall be based on the proposal as submitted. Under no circumstances can the CEC request information or clarifications that may change the proposals. Issues to be clarified with

the selected consultant will have to be discussed during negotiations. Individual evaluators' results are recorded on pre-established worksheets. After each member has independently rated all criteria and sub- criteria. It is a good practice to read each proposal again to ensure that scores reliably reflect the quality of the proposal.

Next, the CEC shall conduct a joint review and discuss the merits of individual evaluations and scores. If a discussion is needed to reach a final decision, an independent party should prepare minutes. Finally, the scores given by different members may be averaged out. During the meeting, the CEC shall also comment on the strengths and weaknesses of all proposals that have met the minimum technical score indicated in the RFP. This will help identify any elements in the winning proposal that should be clarified during negotiations.

Eventually, for each of the technical proposals, the CEC shall calculate the average of the scores allocated to each criterion by all members, establish the technical ranking of the proposals, identify the best and propose it for award. The evaluation also establishes whether a proposal passes the minimum qualifying mark (or technical score, normally 75 (Seventy five) provided for in the RFP. If one or more proposals fail to meet the minimum qualifying mark, both individual and joint assessments must be carefully reviewed and justified. Short-listed consultants are usually discouraged when their proposals are rejected, particularly when they are only a few points below the minimum mark.

The Bidders securing 75% & above marks in Technical Evaluation will qualify for Opening of Financial Bid. Technical score shall be "T" as under :

$$T = \text{Total marks of Bidder}$$

The consultant 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.

#### 4. Key Personnel:

**The general composition of the CIC 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 (with 10 Years experience) Or B.Arch/B.tech (with 15 Years experience)	1	At the Lucknow office of consultant/PWD HQ but must be available till the end of DLP of the bldg. project. Fortnightly visit is mandatory and shall hold meeting at site.
2	Structural Engineer	M.Tech (Structures) with more than 05 Years experience	1	At the Lucknow office of consultant, must be available till the end of handing over of the bldg. project. Fortnightly visit is mandatory.
3	Contract Management Expert (Part Time)	B. Tech(Civil) with more than 10 years experience in civil contracts which should include at least one completed EPC contract. Additional degree in Law & Techno legal person shall be preferred.	1	At the Lucknow office of consultant, must be available till the end of DLP of the bldg. project
4	Senior Architect	M. Arch with more than 05 years experience or B. Arch with more than 10 years experience	1	At the Lucknow office but must visit the project site minimum once in 15 days (fortnightly) or when required.
5	Domain Expert/Planner etc.	Relevant qualification (B.Arch-5 Yrs., B.Tech-4 Yrs., M. Arch. – 2 Yrs., M. Tech-2 Yrs.) in the specialized field of the domain with more than 10 years experience Desirable: Specialization as Domain Expert like Hospital Planning Management for Hospitals & Medical Colleges	1	At the Lucknow office of consultant, must be available till the end of DLP of the bldg. project. Intermittent visit to site minimum once in month.
6	Resident Engineer	M.Tech (Civil) with 8 years experience or B.Tech (Civil) in Civil Engineering with 10 years experience	1	At site & must be available till the end of handing over of building project.
7	Material Engineer cum Quantity Surveyor	B.Tech(Civil) with more than Five years experience	1/2	At site & must be available till the end of handing over of the bldg. project. 1 nos. for projects with civil works' cost upto Rs 100 Cr. & 2 nos. for projects with civil works' cost more than 100 Cr.
8	Electrical Engineer	B.Tech (Electrical) with more than Five years experience	1/2	At site & must be available till the end of handing over of the bldg. project. 1 nos. for projects with civil works' cost upto Rs 100 Cr. & 2 nos. for projects with

				civil works' cost more than 100 Cr.
9	Mechanical Engineer	B.Tech (Mechanical) with more than Five years experience	1/2	At site & must be available till the end of handing over of the bldg. project. 1 nos. for projects with civil works' cost upto Rs 100 Cr. & 2 nos. for projects with civil works' cost more than 100 Cr.
10	Site Engineer	B.Tech (Civil)with more than 3 Years experience or Diploma (Civil)with more than 7 Years experience	1/2	At site & must be available till the end of handing over of the bldg. project 1 nos. for projects with civil works' cost upto Rs 100 Cr. & 2 nos. for projects with civil works' cost more than 100 Cr.
11	Site Supervisor	Diploma (Civil/Electrical Engg.) with more than 5 years experience	2/4	At site & must be available till the end of handing over of the bldg. project 2 nos. for projects with civil works' cost upto Rs 100 Cr. & 4 nos. for projects with civil works' cost more than 100 Cr.

The personnel to be present full time shall be at site. Resident Engineer, Material Engineer cum Quantity surveyor, Electrical/Mechanical Engineer, Site Engineer & 2 site supervisors.

The remaining key personnel comprising of Team Leader, Structural Engineer, Senior Architect etc. shall essentially make site visit every fortnight under intimation to the Executive Engineer (Engineer-in-charge). Visit reports must be furnished alongwith the MPR (Monthly Progress Report) as per format given in Annexure-XII failing which it shall be considered as breach of contract and the same shall attract financial penalty. Any unauthorized absence from duty by the key personnel shall tantamount to breach of contract with expulsion of the absentee key-personnel outrightly from the team.

The key personnel Team Leader, Structural Engineer, Domain expert and Senior Architect have to visit during the Concept Design Presentation and necessary interaction & site during construction holding site meetings with Client/Department & Contractor. **The final H1 Consultant shall make appear the personnel before the Employer for an interaction regarding suitability of the candidate before the deployment against the contract, failing which it will be considered that the proposed key personnel /site personnel are not interested for deployment in the project. In such a case, suitable replacement can be placed by the consultant only for once. For any further replacement of any key personnel suitable deduction shall be done from the fee of the consultant as found appropriate by Technical cell, EPC Mission, Planning department/UPPWD. The consultant shall have to place on record the payment being done to key personnel & site staff.**

Suitable protocols (i.e. Biometric etc.) shall be formulated for atleast minimum presence of the key personnel during the execution of the project.

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.

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.

5. Precise and exact markings of some of the criteria cannot be specified in RFP. For such cases a technical evaluation's possible example of rating could be:

Rating	Assessment	Detailed Evaluation, in case of unquantifiable Criteria	Marks
A	Very Good	The service providers have outstanding, advanced expertise in specific problem areas of the assignment that can promise an excellent execution of the assignment. The service providers' staff includes top experts in the field of the assignment. The service providers are considered world-class specialists in the approaches and methodologies dealing with specific issues in the assignment. The service providers operate according to well- Established Quality Management (ISO 9002 etc.) Procedures.	Full Marks
B	Good	The service providers have extensive experience in the field of the assignment and have worked in Regions and Sectors with similar physical and institutional conditions, including similar critical issues. Permanent staffs are adequate and highly	80% of Full Marks

		qualified to cover the requirements of the assignment. The service providers have experience with advanced approaches and methodologies for dealing with the specific requirements of the assignment.	
C	Satisfactory	The service providers have experience in the field of assignments similar to the one being considered, but have not dealt with critical issues specific to it (such as, for instance, delicate social or environmental issues). The service providers are experienced in the use of standard approaches and methodologies required for the assignment. The service providers' permanent staffs are adequate.	60% of Full Marks
D	Unsatisfactory	The service provider has experience which is not considered adequate for the quality needed by the project.	30% of Full Marks
E	Not Relevant	The service provider's experience has no or little relevance to the project under consideration.	10% of Full Marks

The evaluation of the proposals shall be carried out in two stages: At the first stage evaluation of responsiveness and technical proposals is taken up. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The financial proposal of only such bidders will be opened which obtain minimum qualifying marks/standards prescribed for the technical proposal. The evaluation shall be carried out in full conformity with the provisions of the RFP.

CEC duties are to be discharged personally by the nominated officers. They may take help of their subordinate officers by way of reports/evaluations, but they would still be answerable for such decisions. CEC members cannot co-opt or nominate others to attend deliberations on their behalf. CEC deliberations are best held across the table and not through circulation of notes.

All members of the CEC should resolve their differences through personal discussions instead of making to and fro references in writing. In cases where it is not possible to come to a consensus and differences persist amongst CEC members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority view. However, such situations should be rare.

The committee reserves the right to assess the capacity of the bidder that whether the consultant is capable for carrying out projects more than one in numbers.

## 6. 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 70:30.

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 = the total Technical Score awarded to the Bid (should be more than qualifying marks i.e. 75%)

T<sub>high</sub> = the highest Technical Score achieved by the Bid that was scored best



X =  $\frac{\text{amongst all responsive Bids}}{\text{weightage for the Financial bid.}}$

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 70:30 respectively. However, the bidder(s) quoting abysmally low in their financial bids i.e. the financial bids which are 30% 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 alongwith submission of additional performance security to the extent of 3% of 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

Note:-

(A) In case of a tie (having same composite score), the bidder getting higher technical score will be ranked higher. In case of equal marks even in technical score the order of preference in technical qualification shall be as follows:

- 1- Similar nature of works
- 2- Turn over
- 3- Key personnel – numbers & experience

## **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), 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.

..... (Employer/Representative of Employer of Working Agency/UPPWD), 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.

..... (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 Third 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, The Department, has desirous of "Construction of ..... U.P., India on EPC Mode" (hereinafter referred to as the "PROJECT") on behalf of the ----- (hereinafter referred to as "Employer") as PMC( Project Management Consultant), had invited Bids as per Bid documents vide NIT No. -----

Date ----- and Corrigendum No. ----- & Amendment No. ----- dated ----- uploaded on website for Engaging Consultant for PMC 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 Department "s letter No. ----- dated -----.

The Department has accepted their aforesaid Bid and awarded the contract for Consultancy Services for Architectural planning, Designing and Detailing of ----- 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

The Department has awarded the contract to..... for the work of Project Management Consultant (PMC) Services for the Construction .....U.P., India on EPC Mode 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) ..... Department 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) ..... Department letter No. \_\_\_\_\_ dated \_\_\_\_\_.
- e) \_\_\_\_\_ clarifications vide letter \_\_\_\_\_ dated \_\_\_\_\_.

2.2 ..... Department 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 the Department. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its “BID” but not agreed to specifically by the Department in its Letter of Award, shall be deemed to have been withdrawn by the Consultant without any cost implication to the Department. 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 Consultant 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 Consultant 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 Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is Rupees ----- (Rupees ----- only) is exclusive of GST. For the purpose of payment of fees, the total consultancy fee shall be limited to lowest of the following:

- 1) 1.5% of the net sanctioned cost\* (Net sanctioned cost will be the cost on the basis of which EPC contract will be floated).
- 2) 1.5% of actual cost of construction.
- 3) Price quoted by consultant.

However, if there is change in scope of work of the project on the basis of addition, deletion or modification of certain project features/requirements, the fee will not be increased or decreased on prorata basis.

The running payment shall be continued to be paid as per clause 4.0 of TOR.

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

\*The cost shown in the NIT is an approximate cost, the sanctioned cost may vary from it upon sanctions issued by the administrative department.

**ARTICLE 4.0 – NO WAIVER OF RIGHTS**

4.1 Neither the inspection by Department or the Engineer-in-Charge or Representative of the Department or Client or any of their officials, employees or agents nor order by Department & Planning Department 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 Department or the Engineer-in-Charge or Representative of the Department 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 the Department 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 (Planning Department) (Seal)	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	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	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	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	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 _____	in the presence of:  Witness Name _____ Address _____

**AFFIDAVIT**

**(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 makes shall be got approved by Chief Engineer, PMGSY, UPPWD, ...../Chief Engineer (E/M), UPPWD, Lucknow 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 any 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,

(Signature of the Bidder) With rubber stamp

**INTEGRITY PACT**

BETWEEN

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)  
behalf of Bidder/ Architect Firm/ Consultant)  
(Office Seal)

(For & On  
(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**







**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 with Seal and UDIN      Signature of the Bidder 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.

**Certificate**

1. Certified that the Detailed Project Report/Estimate for the work ..... has been prepared based on the provisions and specifications given in Development Authority Building Construction and Development Bye-laws 2008 (Amended on 2011) and amendment in 2016 and National Building Code of India 2016.
2. The area of the work site is ..... hectare (..... acres) and area after site survey is ..... hectare (..... acres) the proposed site is suitable for the work.
3. Earth filling etc. at construction site is calculated as per the provisions specified in the G.O. no. 10/2021/बी-2-96/दस-2021-10/77 dated 21.03.2021 of Finance Section-2, Govt. of U.P. In this regard, the quantity of earth filling has been certified by the competent authority appointed by District Magistrate (Report enclosed). The final levels have been indicated accordingly. The levels are transferred on contour plan and drainage drawing through TBM (Trigonometric Bench Mark).
4. The site boundary is not affected by Bird Sanctuary/Reserved Forest land.
5. The provisions specified in the “Harmonized Guidelines & Standards for Universal Accessibility in India 2021” have been included in the estimate of the work.
6. The provision for utility shifting like HT/LT line, electric pole, tree cutting, water/sewer line/OFC/Gas pipeline etc. has been taken into account after surveying the site.
7. The estimate has been prepared according to GRIHA-..... (minimum GRIHA-3) star rating specifications and ECBC Code 2018.
8. The approach road to the site of work is available/not available. If not available, the estimate of the same is submitted separately.
9. The demolition of any existing building is required/not required for the proposed work. The demolition is to be completed as per Financial Hand Book (FHB) part-1 para 25 (Land and Building) as amended G.O. no. 1883 ईजी/23-5-13-50(40)ईजी/08 dated 10.10.2013 and G.O. no. 2/2017/ए-2-1235/दस-2017-24(7)/95 dated 12.12.2017 and cost of demolition/ scrap value obtained from demolition has been accounted for in the DPR. Since the cost of the project is less than 200 Crores therefore the demolition shall be carried out separately after approval from Hon’ble Cabinet/the cost of the project is more than 200 Crores, therefore the cost of demolition is included in the DPR for the approval of Hon’ble Cabinet (strike out which is not applicable).
10. The DPR is based on the most economical design fulfilling all the functional requirements for the project.

**Team Leader  
(PMC)**

**Senior Architect  
(PMC)**

प्रमाण पत्र

1. प्रमाणित किया जाता है कि कार्य का नाम-..... का विस्तृत परियोजना रिपोर्ट/आगणन विकास प्राधिकरण भवन निर्माण एवं विकास उपविधि 2008 (यथा संशोधित 2011) में संशोधन 2016 तथा भारत की राष्ट्रीय भवन निर्माण संहिता 2016 में वर्णित सुसंगत प्राविधानों एवं विषिष्टियों के अनुरूप तैयार किया गया है।
2. परियोजना के कार्य स्थल का क्षेत्रफल..... हेक्टेयर (.....एकड़) है तथा मौके स्थल पर सर्वे उपरान्त क्षेत्रफल ..... हेक्टेयर (..... एकड़) पाया गया।
3. कार्यस्थल प्रस्तावित कार्य के लिए उपयुक्त है। कार्यस्थल पर मिट्टी की भराई आदि का प्राविधान वित्त (आय व्ययक) अनुभाग-2, उ0प्र0 शासन के शासनादेश सं0-10/2021/बी-2-96/दस-2021-10/77 दिनांक 21.03.2021 में वर्णित प्राविधानों के अनुसार भलीभांति आंकलित किया गया है एवं इस सम्बन्ध में जिलाधिकारी की सक्षम समिति से भराई की मात्रा का प्रमाणीकरण करा दिया गया है (संलग्न है) तदनुसार ही अन्तिम लेविल अंकित किये गये है। इस हेतु टी0बी0एम0 (Trigonometric Benchmark) से लेविल स्थानान्तरित करते हुए कन्टूर प्लॉन तथा ड्रेनेज ड्राईंग पर अंकित है।
4. कार्यस्थल की सीमा बर्ड सेन्चुरी/आरक्षित वन भूमि क्षेत्र से आच्छादित नहीं है।
5. “Harmonized Guidelines & Standards for Universal Accessibility in India 2021” के प्राविधानों का यथावश्यक समावेश आगणन में कर लिया गया है।
6. कार्य स्थल पर यूटिलिटी शिफ्टिंग यथा-एच0टी0/एल0टी0 लाईन, इलेक्ट्रिक पोल, वृक्षों का पातन, वाटर/सीवर लाईन/ओ0एफ0सी0/गैस पाईप लाईन आदि हेतु सर्वे उपरान्त प्राविधान कर लिया गया है।
7. GRIHA रेटिंग ..... (न्यूनतम GRIHA रेटिंग 3) तथा ECBC कोड 2018 का अनुपालन करते हुए आगणन का गठन किया गया है।
8. कार्य स्थल पर आवागमन हेतु पहुँच मार्ग उपलब्ध/अनुपलब्ध है। यदि अनुपलब्ध है तो उसका आगणन अलग से प्रस्तुत है।
9. परियोजना हेतु किसी प्रकार के पूर्व से निर्मित भवन के ध्वस्तीकरण की आवश्यकता नहीं है/आवश्यकता है। ध्वस्तीकरण हेतु वित्तीय हस्तपुस्तिका (एफ0एच0बी0) भाग 01 के पैरा 25 (भूमि तथा भवन) यथासंशोधित शासनादेश सं0 1883 ईजी/23-5-13-50(40)ईजी/08 दिनांक 10.10.2013 एवं शासनादेश सं0 2/2017/ए-2-1235/दस-2017-24(7)/95 दिनांक 12.12.2017 के क्रम में कार्यवाही पूर्ण की जानी है एवं ध्वस्तीकरण की लागत /ध्वस्तीकरण से प्राप्त होने वाली स्क्रेप वैल्यू का समावेश डी0पी0आर0 में कर लिया गया है। चूँकि परियोजना रू0 200 करोड़ से कम लागत की है, अतः ध्वस्तीकरण की कार्यवाही मा0 मंत्रीपरिषद् द्वारा पृथक से अनुमोदन के उपरान्त की जायेगी/परियोजना रू0 200 करोड़ से अधिक लागत की है, अतः ध्वस्तीकरण की लागत मा0 मंत्रीपरिषद् से अनुमोदनार्थ डी0पी0आर0 में समाहित है।
- 10- विस्तृत परियोजना रिपोर्ट सभी कार्यात्मक आवश्यकताओं के अनुसार सर्वाधिक मित्यय के साथ परिकल्पित है।

टीम लीडर  
(पी0एम0सी0)

सीनियर आर्किटेक्ट  
(पी0एम0सी0)

**FORMAT FOR MONTHLY PROGRESS REPORT**

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

1. Minutes of the monthly meetings conducted by the key-personnel of PMC.
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 PMC in the month.
4. Issues pending with client/DEPARTMENT/PMC/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 PMC staff during the month.
8. Attendance of the technical staff of contractor.



**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 of **Construction of ....., U.P., India on EPC Mode**”.

(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 PMC work of **“Construction of ....., U.P., India on EPC Mode”** 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 PMC work of **“Construction of ....., U.P., India on EPC Mode”** 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.

#### **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

The following shall be category wise experience in similar nature of work :-

<b>S. No.</b>	<b>Category of Work</b>	<b>Similar Nature of Work</b>
1.	Medical College/ Medical University/ Hospital	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	1. Non-residential Buildings 2. Shopping complex

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>
13.	Unity Mall/Mall	<ol style="list-style-type: none"> <li>1. Shopping Complex/Malls</li> <li>2. Government Offices with Parking/Non-residential Building with Parking</li> <li>3. Shopping precinct</li> <li>4. Arcade</li> <li>5. Marts</li> <li>6. Commercial Centre</li> <li>7. Hyper market</li> </ol>
14.	Guest House/VVIP Guest House	<ol style="list-style-type: none"> <li>1. Hotels</li> <li>2. Motels</li> <li>3. Hostels</li> <li>4. Resorts</li> <li>5. Guest House</li> </ol>