TENDER DOCUMENT

(Through e-Tendering)

Architectural and Engineering Consultancy Services for the Execution of Civil/ Electrical & allied works at different locations all over India for Navodaya Vidyalaya Samiti.

NIT No. HPL/DGM(ENGG.)/TC/ 2019-20/23 **Dt:22.08.2019**

ISSUED TO :- _____

_____

HINDUSTAN PREFAB LIMITED
(A Govt. of India Enterprise)
Jangpura, New Delhi-110014
CIN: U74899DL1953GOI002220
Ph- (011) 43149800-899, Fax: (011) 26340365
WEB: **www.hindprefab.in**, Email: :- **hindprefab@gmail.com**

HINDUSTAN PREFAB LIMITED
JANGPURA, NEW DELHI- 110014

NOTICE INVITING E-TENDER

NIT No. HPL/DGM(ENGG.)/TC/ 2019-20/23 Dt: 22.08.2019

1. Sealed e-tenders are invited from technically & financially sound and experienced A&E Consultants to render their professional services for the following work in two bid system as detailed below:-

NIT No.	**HPL/DGM(ENGG.)/TC/ 2019-20/23 Dt: 22.08.2019**
Name of the Work	**Architectural and Engineering Consultancy Services for the Execution of Civil/ Electrical & allied works at different locations all over India for Navodaya Vidyalaya Samiti.**
Period of Completion	12 Months from the 7th day of award of work
Estimated Cost of Project	Rs. 100 Cr.
Estimate cost of A & E Consultancy	Rs. 80Lacs
Earnest Money Deposit	Rs. 25,000/- in the shape of DD only in favour of Hindustan Prefab Limited and, payable at New Delhi (Bank Guarantee will not be accepted)
Non-refundable cost of Tender document	Rs. 5000/- (Non Refundable) in the shape of DD in favour of Hindustan Prefab Limited and, payable at New Delhi
Non-refundable cost of e-tender processing fee	Rs. 4720/- (Non Refundable) through e-payment gateway to ITI Ltd.
Last date & time of submission of online tender	Up to 29.08.2019by 3.00 PM
Period during which hard copy in Original of Cost of Tender Document, proof of e-tender processing fee, letter of Acceptance of tender conditions/ enlistment order of the Architect/Consultant and other documents as per NIT (Eligibility criteria) shall be submitted. (Do not submit hard copy of financial bid)	Before and up to 3.00 PM on 29.08.2019 in the office of Head-Tender Cell at Hindustan Prefab Limited, Jangpura, New Delhi-110014
Date & Time of Opening of technical tender	29.08.2019at 03.30 PM.
Validity of offer	180 days from the date of opening of tender
Presentation Date, Time & Venue	To be intimated later on via email only

The tender document can be downloaded from website www.tenderwizard.com/HPL and www.eprocure.gov.in. **"Any Corrigendum/addendum, if any, would appear only on the HPL web site and not to be published in any News paper".**

2.0 The intending tenderer must read the terms and conditions of HPL carefully. He should only

submit his tender if he considers himself eligible as per eligibility criteria and he is in possession of all the documents required.

3.0 **Those intending tenderers/Architect/Consultant not registered on the website i.e.** www.tenderwizard.com/HPL **mentioned above with M/s. ITI, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e.**www.tenderwizard.com/HPL**.**

4.0 The intending tenderer must have class-III digital signature to submit the tender.

5.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can be submitted only after uploading the mandatory scanned documents such as (a) Demand Draft of any Scheduled/ Nationalized towards cost of tender document, (b) proof of deposit of e-Tender Processing Fee, (c) Demand Draft of any Scheduled/ Nationalized against Earnest Money & all other documents as per Notice Inviting e-tender.

6.0 **Set of Contract / Tender Documents:**

The following documents will constitute set of tender documents:-

a) Notice Inviting e-Tender
b) Conditions of contract
c) Financial Bid
d) Acceptance of Tender Conditions
e) Integrity Pact
f) Corrigendum, if any

7.0 If any problem related to online filling, please contact help desk no. 011-49424365. If not satisfied with help desk response, kindly contact Tender Cell : 011 43149800 (859)

8.0 HPL will not responsible for any type of failure of network at Architect/Consultant end. So you are advised to fill tender with sufficient time in hand to avoid last moment rush.

9.0 E-tendering processing fees can be seen on www.tenderwizard.com/HPL

10.0 Joint ventures are not accepted.

11.0 HPL reserves the right to accept any or reject all the tenders and split up the work among more than one parties without assigning any reasons thereof. HPL reserve the right to terminate the work in between by giving one month notice without any financial liability.

12.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

13.0 After submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

14.0 When it is desired by HPL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.

15.0 On opening date, the tenderers can login and see the tender opening results as per schedule

16.0 Architect/Consultant can upload documents in the form of JPG and PDF format.

17.0 Architect/Consultant to upload scanned copies of all the documents including valid GST registration/EPF registration. PAN No. as stipulated in the tender document.

18.0 If the Architect/Consultant is found ineligible after opening of tender, his tender shall become invalid and cost of bid document and processing fee shall not be refunded.

19.0 If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the Architect/Consultant the tender shall become invalid and cost of tender document and processing fee shall not be refunded.

20.0 Notwithstanding anything stated above, HPL reserves the right to assess the capabilities and

capacity of the tenderers to perform the contract, in the overall interest of HPL. In case, tenderers capabilities and capacities are not found satisfactory, HPL reserves the right to reject the tender.

21.0 In case of Percentage Rate Tender, Architect/Consultant must ensure to quote single percentage rate. The column meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue, The Rate shall be quoted upto 2 Decimals.

22.0 In case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities / Schedule of Quantities. The cost of item against which the Architect/Consultant has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in Bill of Quantities / Schedule of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by the Architect/Consultant. The column meant for quoting rate in figures appears in pink/yellow colour and the moment rate is entered, it turns sky blue. The Rate shall be quoted up to 2 Decimals.

23.0 In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderers, rate of such item shall be treated as "0" (ZERO).

24.0 The tenderer if required may submit questions in writing by e-mail at **tendercellhpl@gmail.com** to seek clarifications latest 28.08.2019 to the office of DGM(Engg.)-TC at Hindustan Prefab Limited, Jangpura, New Delhi : 110014**.** The tenderers are requested to submit their technical and commercial queries separately so that those could be replied suitably.

25.0 **The tender document submitted/uploaded by the Architect/Consultant should be self attested.**

26.0 **List of Mandatory Documents to be scanned and uploaded within the period of tender submission. (FORM 8)**

- Demand Draft against Earnest Money.
- Demand Draft of any Scheduled Bank towards cost of Bid Document.
- Certificates of work experience and documents pertaining to eligibility criteria/Technical Bid/NIT.
- GST registration, PAN No.
- Copy of Power of Attorney / Partnership Deed duly self attested by the owner of the firm
- Letter of Acceptance of tender condition unconditional as per tender documents Annexure -I of this NIT
- Average Annual Financial Turnover of Architect firms/ Engg. Consultancy should be not less than **80 Lacs** put to tender during the immediate last 3 consecutive financial years (i.e. 2016-17, 2017-18 and 2018-19). Applicant has to attach the balance sheet along with profit & loss statement duly certified by Chartered Accountant for last three years.
- Bank mandate form (for release of EMD of unsuccessful bidders)

Note: All the uploaded documents including other documents as per NIT should be submitted in hard copy as per time and date mentioned in the NIT.

27.0 The estimated cost given above is tentative. The project is spreaded all India basis with its cost varying from Rs. 10 Lakhs to Rs. 25 Crores. The total quantum of work may be approximately Rs. 100 Crores subject to requirement of client and Letter of Intent will be issued to A&E Consultant for each individual work separately assigned by Navodaya Vidayalaya Samiti to Hindustan Prefab Limited.

28.0 Hindustan Prefab Limited (HPL) reserves the right to accept or reject all tenders in part or full without assigning any reason thereof. HPL also reserve the right to award the work amongst more than one bidder at L-1s's accepted rates terms and conditions, if required.

29.0 HPL will not be responsible for ignorance of corrigendum

30.0 The payment of Arch. Consultant will be made on actual work done. (Final cost of work done of each package varies and not on initial cost estimate.

Important Note:-

1. The tenders are being invited on **"No Cost No Commitment Basis".** If because of any reason / circumstances, the project does not take off, no payment shall be made to the A&E Consultant and Consultant shall not have any claim what so ever.

2. All the uploaded documents including other documents as per NIT should be submitted in hard copy as per time and date mentioned in the NIT.

3. The agency has to visit different site for collecting data's before preparation of DPR documents at his own cost.

4. In case the work quantum as already stipulated in this NIT increased and same design is proposed for the increased quantum rate of consultancy will be the half of quoted rates for original work.

5. The bidder should have office at Delhi NCT.

HINDUSTAN PREFAB LIMITED
JANGPURA, NEW DELHI-110014

Annexure-I

ACCEPTANCE LETTER
TO BE ENCLOSED ALONGWITH EARNEST MONEY IN ENVELOPE – I

Hindustan Prefab Limited
(Address of submission as mentioned in "Notice Inviting Tender")

NAME OF WORK : **Architectural and Engineering Consultancy Services for the Execution of Civil/ Electrical & allied works at different locations all over India for Navodaya Vidyalaya Samiti.**

NIT No.:- HPL/DGM(ENGG.)/TC/ 2019-20/23
Dt:22.08.2019

Sir,

ACCEPTANCE OF TENDER CONDITIONS

1. The tender documents for the work as mentioned in "NIT" have been sold to me/us by Hindustan Prefab Limited and I / we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

2. The contents of the Tender documents (Instructions to the Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/ conditions (s) (except unconditional rebate on price, if any) in the tender enclosed in "Envelope-1" and the same has been followed in present case.

   In case this provision of the tender is found violated at any time after opening "Envelope-I" , I/ We agree that the tender shall be summarily rejected and HPL shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

4. It is to confirm that we have seen the entire corrigendum's / addendums issued by HPL up to the last date and time of submission of tenders.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated: _____

Instructions to Tenderer (ITT)

1.0 Online sealed open e-tenders on behalf of Navodaya Vidyalaya Samiti are invited for the work of Architectural and Engineering Consultancy Services for the Execution of Civil/ Electrical & allied works at different locations all over India.

2.0 The estimated cost of work for providing A&E Consultancy works will be Rs.100 Crores the work varies from Rs. 10 Lacs to Rs. 25 Cr. and the estimates however is given for merely as a rough guidelines the total quantum of work may lies over Rs. 100 Cr. but depend on clients requirement.

3.0 The tender document as uploaded can be seen on website www.tenderwizard.com/HPL or www.eprocure.gov.in and can be downloaded free of cost.

4.0 **Mode of Submission.**

Earnest Money Deposit:

4.1 Earnest Money of amount as mentioned in "NIT" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of Hindustan Prefab Limited from any Nationalised/Scheduled Bank. The Earnest Money (DD) shall be valid for minimum period of 180 (One Hundred Eighty) days from last day of submission of Tender. The Earnest Money shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in office of HPL.

4.2 EMD of successful bidder will be returned after completion of contract agreement.

4.3 The EMD shall be payable to HPL without any condition(s), recourse or reservations.

I. The Bid will be rejected by HPL as non-responsive and shall not be considered in case EMD is not received in physical form.
II. The EMD of bidders other than L1 will be returned within 30 days, after opening of Financial Bid.
III. No interest shall be paid by HPL on the EMD.

IV. The EMD may be forfeited:

a. If a consultant withdraws the bid after bid opening during the period of validity.
b. If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
c. Upon non acceptance of LOI/LOA, if and when placed In the case of a successful consultant; if the consultant fails to Sign the Agreement with in the 30 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 HPL and/or name of bidder's near relative who is posted in the project office/concerned zonal/SBG/RBG office of HPL.
f. If Consultant commits any breach of Integrity Pact.

5.0 Interested bidders who wish to participate in the tender has also to make following payments in the form of Demand Draft of any Nationalised/Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission :

Cost of Bid Document- Rs. 5000/- in the shape of DD in favour of Hindustan Prefab Limited payable at New Delhi.

E-Tendering processing fee- Rs. 4720/- through e-payment only.

Demand Draft against Earnest Money and Cost of tender Document & Acceptance Letter shall be placed in single sealed envelope superscripted as "Earnest Money", Cost of Tender Document" with name of work and due date of opening of the tender also mentioned thereon.
Certificate of work experience (if required) and other documents as specified in the tender and Technical Bid shall be scanned and uploaded to the e-Tendering website within the period of tender submission and certified & self attested with stamp copy of each shall be deposited in a separate envelope marked as "Technical Bid".

6.0 Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of HPL after last date & time of submission of tender on 29.08.2019and up to 03.00 PM. The documents submitted shall be opened on the same day.

Online Technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money, Cost of tender Document and e-Tender processing fee and other documents placed in the envelope are found in order. The Price tender of those tenderers whose documents found to be in order shall be opened. The date of opening of price tender shall be informed to the tenderer subsequently.

7.0 The tender submitted shall become invalid if:-

i) The tenderer is found ineligible.

ii) The tenderers do not upload all the documents (including GST registration/PAN No.) as stipulated in the tender document.

iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

8.0 VALIDITY OF TENDER

The Tender for the works shall remain open for acceptance for a period of One Eighty (180) days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the HPL, then the HPL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.

9.0 ACCEPTANCE OF TENDER

HPL reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. HPL does not bind itself to accept the lowest tender. The HPL reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by HPL after split up at the quoted/negotiated rates.

10.0 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.

11.0 The witnesses to the Tender/Contract Agreement shall be other than the tenderer(s) competing for this work and must indicate full name, address, and status/occupation with dated signatures.

12.0 The acceptance of tender will rest with the HPL who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

13.0 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorised representative shall be intimated by the contractor within 07 days of issue date of letter of awards by HPL.

14.0 The tenderer shall not be permitted to tender for works if his near relative is posted in the project

office or concerned Zonal Office of the HPL. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in HPL. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under HPL

16.0 Canvassing whether directly or indirectly, in connection with tenderer is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

17.0 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Conditions of Contract.

18.0 ADDENDA/CORRIGENDA

Addenda/ Corrigenda to the tender documents may be issued prior to the date of submission of the Addenda/ Corrigenda to the tender documents may be issued up to the date of submission of the tender to clarify or effect modification in specification and/ or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/ Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents. In case of non working of websites, addendum/corrigendum shall be uploaded immediately on its working

19.0 CLARIFICATION AFTER TENDER SUBMISSION

Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the HPL and/or his employees/ representatives on matters related to the tender under consideration and that if necessary, HPL will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.

19.01 Consultant firm or Engineering firm which fulfils the eligibility criteria in the NIT shall be permitted to take part in bidding process.

20.0 ELIGIBLITY CRITERIA

A. To be eligible for prequalification for Architectural Consultant, the Applicant should be an Architectural firm and. The Architectural Consultant firm, must have a branch office in Delhi /NCR proof of address should be submitted with tender documents, and must have built in the past five years at least the following:

i. One Architectural Consultancy work costing not less than Rs.80 Cr for Government/Semi Government/PSU's.

OR

ii. Two Architectural Consultancy work costing not less than Rs.60 Cr for Government/Semi Government/PSU's.

OR

iii. Three Architectural Consultancy work costing not less than Rs.40 Cr for Government/Semi Government/PSU's.

In the above for the Architectural services, built means having the scope of work similar to "Construction of buildings- Civil Work/Repair and Maintenance work & allied works .i.e. providing comprehensive campus planning, architectural, and design services (including interior, landscape, external services, PHE etc)".

B. Either at least One Director or Partner of the agency shall be an Architect with valid registration from Council of Architecture should have at least 20 years of experience.

C. Either at least one Director/Partner of the agency must be Structural Engineer with minimum 15 years of experience or Agency must have at least one Structural Engineer with minimum 15 years of experience on its roll or agency must have the minimum 15 years association with sub consultant of structural engineering firm. Proof of this aspect is to be submitted.

D. Either at least one Director/Partner of the agency must be an Electrical Engineer with minimum 10 years of experience or Agency must have at least one Electrical Engineer with minimum 10 years of experience on its roll or agency must have the minimum 05 years association with sub consultant of Electrical engineering firm. Proof of this aspect is to be submitted.

E. Agency must have Registration for PAN and GST registration & other taxes as applicable as per Government Rules (Documentary evidence is to be submitted).

F. Average Annual Financial Turnover of Architect firms/Engg. Consultancy should be not less than **Rs. 80 Lacs** put to tender during the immediate last 3 consecutive financial years (i.e. 2016-2017, 2017-2018 and 2018-2019). Applicant has to attach the balance sheet along with profit & loss statement duly certified by Chartered Accountant for last three years.

G. Joint ventures are not permitted.

H. Foreign Certificates:

   a. In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/experience certificates. The Architect/Consultant shall also get the completion/experience certificate attested by the Indian Embassy/consulate / High Commission in the respective country.

      In the event of submission of completion /experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

   b. For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission including extension(s) given if any.

21.0 Technical Qualification

The details of the buildings to be constructed are given in scope of work in General Conditions of Contract (GCC) of the tender document.

The eligible tenderers who fulfill the criteria as mentioned in the NIT {(Form 5) (Mandatory)} duly filled by A&E Consultant supported by duly self attested documents shall be invited for participating in the presentation before the Committee constituted for the purpose by HPL. The Architect firm/Consultant shall bring hard & soft copy of related details at the time of presentation. **The time and venue for presentation to be initimated later on via email only.**

The committee shall evaluate the presentation and would assign the marks independently and then the assigned marks would be included in the marks obtained by the bidder in technical bid as per NIT.

The consultant shall have to submit duly filled score card {(Form 5) (Mandatory)} supported by duly self attested documents, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking in presentation by the individual member of the committee.

The committee will select the Architects firms/Consultant on the basis of their Technical evaluation. The financial bid of that Architect firm/consultant shall only be opened who secure minimum 75% out of total marks in the Technical evaluation in "A" given in 22.02 (A) and the same shall only be qualified for presentation round.

The committee shall evaluate the Technical evaluation of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

22.0 Tender Evaluation

22.01 The bid document of the participating Architects will be evaluated by a duly constituted/authorized committee of HPL based on the following criteria for Technical Bid (based on information provided by the bidders). Therefore the bidders are requested to provide authenticate, updated documentary evidential information along with their bid. No request for subsequent production of documents will be allowed.

22.02 **Technical Evaluation**

(A) Technical Evaluation Methodology:

Bidders shall have to submit duly filled score card with supported by duly self attested documents as below to short list the qualified bidders for financial bid on the basis of project experience, manpower & infrastructure as follow:-

S.No	Items	Marks Scored by Bidder
1.	**Average annual turnover as per the audited accounts in last three years (Subject to maximum 15 Marks)**	
	(a) upto Rs. 80 Lakhs maximum 05 Marks	
	(b) upto Rs.120 Lakhs maximum 10 marks.	
	(c) more than Rs.150 Lakhs will carry 15 marks.	
2.	**Completion Certificates (within the last 7 years) obtained from clients. Regarding Institutional projects of (subject to maximum 15 marks)**	
	(a) Each certificate of value Rs. 50 Crores and above shall carry 02 marks each subjected to maximum of 04 marks	
	(b) Each certificate of value Rs. 25 Crores and below Rs. 50 Crores will carry 02 marks each subjected to maximum of 06 marks.	
	(c) Each certificate of value Rs. 15 Crores and below Rs. 25 Crores will carry 01 mark each subjected to maximum of 05 marks.	
3.	**Architectural & Engineering Consultancy Services for the ongoing work of Civil / Electrical and allied Works (subject to maximum 15 marks)**	

	(a) Each project valued Rs. 50 Crores and above will carry 03 marks each subjected to maximum of 06 marks	
	(b) Each certificate of value Rs. 25 Crores up to Rs. 50 Crores will carry 02 mark each subjected to maximum of 06 marks.	
	(c) Each project valued Rs. 15 Crores up to Rs. 25 Crores will carry 01 mark each subjected to maximum of 03 marks.	
4.	**Technical Manpower & in-house Infrastructures (subject to maximum 35 marks)**	
	i. Either at least one Director/Partner of the agency are the architect with valid registration from council of Architect with at least 20 Years of experience subject to maximum 10 marks.	
	ii. Either at least one Structural Engineer with minimum 15 years of experience subject to maximum 05 marks.	
	iii. Graduate Architect with work Experience of 05 Years and above:- a) Above 10 Nos. subject to maximum 05 marks. b) From 05 Nos. to 9 Nos. will carry 03 marks. c) From 02 Nos. to 4 Nos. will carry 01 marks. d) Below 02 Nos. will carry 00 marks	
	iv. Graduate Civil Engineer with work Experience of 3 Years and Diploma in Civil Engineer work Experience of 5 Years and above:- a) Above 08 Nos. subject to maximum 05 marks. b) From 05 Nos. to 07 Nos. will carry 03 marks. c) From 02 Nos. to 4 Nos. will carry 01 mark.	
	v. Graduate Electrical Engineer with work Experience of 3 Years and Diploma in Electrical Engineer work Experience of 5 Years and above:- d) Above 08 Nos. subject to maximum 05 marks. e) From 05 Nos. to 07 Nos. will carry 03 marks. f) From 02 Nos. to 4 Nos. will carry 01 mark.	
	vi. Interior Designer/PHE/Landscape Consultant with work Experience of 5 Years and above:- a) Above 08 Nos. subject to maximum 05 marks. b) From 05 Nos. to 07 Nos. will carry 03 marks. c) From 02 Nos. to 4 Nos. will carry 01 mark.	
	Total – (Score A) Maximum Marks 80	

Note:-

1. Form 5 enclosed as Technical Evaluation sheet (A) is to be duly filled and signed by the bidder.
2. Above marks scored by the bidder shall be finally verified by HPL and evaluate bid accordingly.
3. The committee will select the Architects firms/Consultant on the basis of their Technical evaluation. The bidders who scored 75% marks and above in “Score A” shall be qualified for presentation.

Table –1

Evaluation criteria of the Design Concept presentation. (In Reference to Draft Project Report)

Please take assumption for complete residential school building which have small administrative block, academic block with 5 classrooms and boys hostel spreaded in 20 acres of land. All allied services to be provided as part of project including maintenance required assumption that existing buildings are over 20 years old.

SN	Items	Max. Marks
A	**Master Planning and Zoning**	**06**
1	Cost effective Site Utilization & Grouping of Functions.	2
2	Site Orientation	
a)	Massing (Compactness)	2
b)	Circulation (integration)	1
3	Landscape blending with existing profile	1
B	**Design Concept Planning**	**08**
1	Aesthetics & Environmental friendly considerations	2
2	Energy efficient building design	1
3	Disaster resistant methods/ technologies	1
4	Innovative Modern Global and Contemporary Architectural features	2
5	Economical Design	2
C	**Presentation**	**06**
1	Overall Presentation	2
2	Over all understanding, Planning & Design of Project	2
3	Interpretation of Design Concept & Interaction on concept and response to queries of the committee members.	2
	Total (B)	**20**

Note:

The Tenderers / firms in addition to the experience in Interior design works should be fully equipped with complete infrastructure and in house capability in preparing working drawings including Architectural, internal/external water supply, sewerage drainage, internal and External Electrification, land development, landscaping and all other services. They should also be adequately equipped with computers, plotters and latest licensed Software programmers of design, and drawings.

The evaluation shall be based on the supporting documents submitted along with the Technical Bid. The bidders are also required to submit a self evaluation sheet along with the Technical Bid. The supporting documents should be numbered and referred in the self evaluation sheet to support the self marking.

21.03 <u>Opening of Financial Bids</u>:

The Financial bids of only those agencies will be opened who are qualified in the Technical evaluation and in presentation by the committee.

The date of opening of financial bid shall be intimated accordingly and shall be opened in the presence of selected bidders /Architect Consultants or their representatives who wish to attend.

21.04 Quality of Planning & Design Works:

The Selection Committee shall also evaluate the Quality of Planning & Design Works Done by the bidders (Based on Photographs, Drawings etc. of Completed Projects submitted and inspection of project sites, where necessary). Therefore, bidders are requested to submit and present their

documentations in the most diligent manner. The Final Selection shall be made by the Selection Committee based on the above scores A and B, from the Prices Quoted in the Financial Bid.

The financial bids of only those Architects will be opened who score more than or equal to 75 out of 100 (Technical Evaluation 80 Marks and Presentation 20 Marks) in the above rating points in the above mentioned Technical Evaluation. The Bidders(s) may please note that 80% weightage will be given to the Technical Bid i.e. Technical Evaluation and 20% weightage will be given to the financial bid (Rates quoted in the enclosed performa) and composite score shall be worked out.

As per the example below, the weightage of 80% on Technical Bid and 20% on Financial Bid will be applied.

Let us assume the 3 participating Architects scoring more than or equal to 75 out of 100 scoring points in the technical evaluation (technical bid) and their quoted fee is as under:

S. No	Description	Scoring Points	Quoted Fee (in %)
1	Architect A	80	1.50
2	Architect B	87	2.00
3	Architect C	92	2.50

Since the technical scoring points is out of 100 and the weightage in technical bid is also 80%, therefore percentage wise the technical scores will remain as it is i.e. for Architect A scoring points will be 60 (80/100*80%=64%) and similarly for Architects B & C it will be 87 and 92 respectively.

For the financial bid the minimum fee i.e. 1.50% will be given 100 percentage and percentage of the other Architects will be worked out on proportionate basis and thereafter weightage of 20% will be applied on marks so obtained. The marks so obtained by all the Architects will be added to the technical bid marks and the composite score shall be worked out.

Marks obtained by Architect A: 80 + 1.50/1.50 x 20 = 100 marks
Marks obtained by Architect B : 87 + 1.50/ 2.00 x 20 = 102 marks
Marks obtained by Architect C : 92 + 1.50 / 2.50 x 20 = 104 marks

As per the combined scoring, the Architect C gets the maximum overall marks and will be considered for appointment.

22.0 **Selection of Architect:**

The assignment shall be awarded at the lowest quoted fee of the technically eligible bidders. However, the first opportunity shall be given to the bidder with the highest composite score to work at the L1 fees. If the bidder with the highest composite score refuses, the option will be given to next highest composite score bidder to work at the L1 fees. The award will be given to the bidder willing to works at the L1 fees in the order of composite scores.

23.0 Even though the applicant may satisfy the above requirements, he/she would be liable to disqualification, if he/she has made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures.

24. 0 The successful consultant(s) for the purpose of execution of the services, progress review and monitoring, shall submit, a detailed work schedule and PERT network / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the RFP Document for consideration and approval by the HPL. This approved schedule / network shall be pre-requisite for signing of the Contract Agreement and shall form part of the Contract Agreement. Further the consultant shall also submit another schedule, which is the most detailed schedule depicting all activities involved for each of the major milestones/ activities involved in consultation with the HPL for approval by the Engineer in- Charge at the site.

25.0 **Confidentiality**

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firm/consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders

Dy. General Manager (C)

Issued to:

M/s. _____

_____

_____

UNDERTAKING

(To be enclosed along with Earnest Money in Envelope-I)

I/We of M/s. _____ bidder for **Architectural and Engineering Consultancy Services for the Execution of Civil/ Electrical & allied works at different locations all over India for Navodaya Vidyalaya Samiti.** with M/s. Hindustan Prefab Limited do hereby undertake that I/We agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

Further, we have noted that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions in the Price Bid and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of Financial bid, we agree that the tender shall be summarily rejected and HPL shall without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

Signature of the Bidder
or Authorised Person _____

Name of the Firm _____

Seal of the Firm

GENERAL CONDITIONS OF CONTRACT

(These general conditions of contract shall supersede the relevant general conditions of GCC. 2014 (CPWD) / Form 7/8)

1.0 Brief description of the proposed project:

Detailed Architectural Consultancy services, viz. Topographical survey, soil investigation, collection of all required data's, deign, preparation of Drawings of structure considering, the local bye-laws & regulations, Preliminary/detailed estimate, Preparation of detailed Project Report (DPR) including its approval from concerned & statutory authorities, preparation of BOQ, Technical Specifications and market rate justification along with rate analysis & quotations for fixing of Construction/executing agencies, providing technical assistance during execution etc. complete for **Architectural and Engineering Consultancy Services for the Execution of Civil/ Electrical & allied works at different locations all over India for Navodaya Vidyalaya Samiti.**

The proposed refurbishing includes Civil, Electrical, PHE, Fire Fighting, Air-Conditioning, CCTV, Horticulture, Landscaping which should be carried out as per sound engineering practice and following standard Indian code of practices. The works also includes major/minor repairs to building structures/equipment etc. complete.

2.0 SCOPE OF WORK:

1. Scope of Services:

- The scope of Services to be performed relates to the design, construction and completion of the project.

- The scope of services includes comprehensive Architectural and engineering design services including but not limited to preparing all drawings, design basis reports, details, estimates, specifications, bill of quantities, working drawings, as required for execution of the project and to the complete satisfaction of the Client/PMC for each of the following components:

  a) Architectural Designs and site development
  b) Civil and Structural Design
  c) Heating, Ventilation and Air Conditioning (HVAC),
  d) Electrical,
  e) Plumbing and Sanitary and Sewerage, Water Supply,
  f) Fire Fighting, Acoustics, Illumination and all other Mechanical and Electrical, electronic and communication systems.
  g) Information Technology computer related works also necessary for Institutional/Residential buildings.
  h) Landscape Designs
  i) Interior Designs
  j) Graphic Designs and Signage
  k) Rain Water Harvesting Scheme
  l) Applying and obtaining with various submittals to Statutory/Municipal Authorities at different stages of the project.

2. Preliminary Services:

a) The Architect shall take the Client/PMC instructions as to the Institute's requirements and brief, assessing them, giving advice and rendering services for the successful completion of the Project.
b) The Architect shall examine the Site and its surroundings including the constraints thereof and advise the Client/PMC on the manner by which these may affect the Project.

c) The Architect shall advise on the need for any special surveys, investigations, model tests or feasibility studies and propose the appropriate action.

d) The Architect shall carry out such studies as may be necessary pursuant to the Client requirements, reviewing the client requirements and submitting applications and obtaining planning permissions and building approvals from the relevant authorities and to comply with other requirements.

3. Preliminary Design Phase:

a) The Architect shall consult with the Client/PMC to

- establish the design criteria, parameters and basic considerations with respect to the general image and character desirable for the Project and
- Ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.

b) The Architect shall in consultation with the other professional architects and/or sub-architects, prepare design studies on the Project and submit a preliminary designs consisting of scaled drawings and design basis reports for all components of the project for approval by the Client/PMC.

c) The preliminary design shall includes:-

I. The Architectural and interior design concept, furniture layout, selection of loose furniture, finishes, colour scheme, light fixtures, reflected ceiling plan design intent and perspective sketches.

II. Proposed concepts for indoor and outdoor landscaping, street furniture, signage etc

III. Proposed structural systems including construction systems and methods

IV. Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Networking, Fire-fighting, security and alarm systems, building management services, etc.

d) The Architect shall prepare the preliminary sketch designs to interpret the design brief and shall prepare preliminary estimates of the probable construction costs based on current area, volume or other unit costs.

e) The Architect shall prepare all necessary drawings and finishes schedules and other details as required for preparation of preliminary estimates and in consultation with the quantity surveyor prepare and submit to the Client/PMC for approval of preliminary cost estimate of the Project.

f) Upon obtaining the approval of the Client/PMC for the said preliminary design and the said preliminary cost estimate, the Architect shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with the Works.

4. Statutory Approvals:

a) In case any statutory approvals are required for development of buildings, the architect will prepare specific drawings and documents and other application materials and submit the same to the relevant authorities for the purpose of securing the outline planning approval and planning guidelines for the Project. The Architect shall ensure that all designs and drawings comply with the statutory provisions. The Architect shall coordinate and provide in soft copy editable format like .dwg, .docx, .xls or any other format as required of all the basic drawings, calculations other documents sufficient enough to obtain the requisite sanctions. The Architect if so required shall also attend meetings with the relevant authorities.

b) The Architect shall prepare and submit all drawings and documents as may be required to register the project for certification under Relevant Authority and undertake all associated liaison with the certification authorities. The onus of obtaining the final certification shall lie with the Architect and as such the Architect shall be duty bound to ensure proper and complete documentation as required to be done during the construction by the project management agencies.

5. Design Development Phase:

a) The Architect shall, on the basis of the preliminary design as approved by the Client/PMC and the relevant authorities, prepare for the approval of the Client/PMC, the programme of services and the design development documents of all components of the project which shall consist of drawings showing plans, elevations and cross-sections and all other drawings necessary for the implementation of the Project and which serve to illustrate the size and character of the entire Project in sufficient details.

b) The Architect shall also submit detailed design basis reports of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Architect shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.

c) The Architect shall prepare construction costs estimates at each stage of the design development process. The Architect shall ensure that all the architects and sub-architects appointed for the purpose by the Architect shall provide similar drawings, information and details in respect of design and other specialist work undertaken by them along with the cost estimates. The Architect shall also ensure that all the said drawings comply with the requirements of the relevant statutory authorities and are in accordance with the cost estimates approved / budgeted by the Institute.

d) The design development phase may consist of numerous iterations and consultative meetings with the Client various Committees. The Architect upon receiving comments / feedback from the Client and/or the PMC on the said design development documents and cost estimates, shall make changes amendments and again submit the same till the designs and details are approved by the Institute for the purposes of preparing the drawings and documents in sufficient detail for preparation of the bill of quantities and tender documents.

6. Documentation and Tender Phase

I. Upon receiving the approval of the Institute for the design development documents, the updated costs estimates and the programme of services, the Architect shall co-ordinate the work of all the other architects / sub-architects appointed by him and/or by the Institute to provide various services under this arrangement and prepare and submit the following:

- Review the design and drawings to ensure compliance with the applicable laws and with the requirements of the statutory authorities.
- Prepare a detailed bill of quantities based on the approved design;
- Prepare the technical specifications and drawings;
- Attend meetings and provide information to the Client/PMC to prepare, float and process various tender documents for all components of the project;
- Co-ordinate the detailed design with the other professional architects if any appointed by the Institute to achieve a fully integrated and co-ordinated design for the Project;
- Develop floor-by-floor and room-by-room data sheets and review with the Institute's requirements;
- Ensure that all documentation produced is clear, precise and unambiguous and is in a simplified format easily comprehensible by the Institute, the other professional architects, advisors, contractors and suppliers;
- Amend the design development documents as and when directed by the Institute and as necessitated by any functional or financial requirements;
- Produce a time schedule using a professional project management software for execution of various components of the project from start to commissioning;
- Produce, when required by the Institute, addenda relevant to the specific trade packages or tender documents;
- Collate all schedules, information, technical data, etc on finishes, equipment, fittings, products, colours and specification as required to enable the interpretation of the services documentation and requirements to be integrated in the design;
- Ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall programme;

II. The Architect shall further ensure that all the tender documents set forth, describe and prescribe in detail the works to be performed so as to enable competitive quotations or tenders to be called. The Architect shall furnish to the Client/PMC, such plans, details, specifications, special conditions of contract and any other documents to enable the Client/PMC to prepare all tender and contract documents. The Architect shall provide overall supervision to ensure that all the said drawings, specifications, plans, details, specifications conditions of contract and documents comply with the requirements of the relevant authorities and are in accordance with the approved cost estimates.

III. The Architect shall reply, in the form of written instructions any queries raised during the tender period in relation to the trade packages and/or the tender documents and attend all meetings convened by the Client in relation to the opening and/or assessment of tenders received.

IV. The Architect shall attend all project planning meetings to brief the contractors, sub-contractors and suppliers and shall set forth the procedures for the administration of the Project. The Architect shall provide all assistance as may be required by the Client/PMC for the commencement and expeditious execution of the Works.

7. Construction Phase

a) The Architect shall provide all necessary information to the Client/PMC so as to enable the main contractor, other contractors and suppliers to proceed with the Works. The Architect shall

be available as and when required by the Institute for co-ordination of the works of the other professional architects, contractors and suppliers throughout the construction period.

b) The Architect shall review and advise on the construction programme prepared by the main contractor, and such other aspects of the construction program as may be requested by the Client/PMC and shall clarify any ambiguities in the trade contract documents, specifications and drawings.

c) The Architect shall, advise the Institute on all matters and claims raised or made by contractors and suppliers in relation to any contract for works or supply of goods connected with the Project, including the interpretation of the contract documents relating to the same.

d) The Architect shall when required assist the Client/PMC to check and approve all samples, schedules, drawings and other submissions by the contractors, sub-contractors or suppliers to ensure that the same are suitable for the purpose of the Project and that these comply with the drawings, specifications and conditions stipulated in the contract documents.

e) The Architect shall visit the Site regularly at such frequency as may be necessary to determine whether the Works are proceeding in accordance with the drawings, specifications and conditions stipulated in the contract documents and with statutory and other requirements and shall provide technical supervision and issue all necessary and appropriate instructions and directions to be conveyed by the Client/PMC to the contractors and suppliers promptly so as to enable the expeditious and proper execution of the Works under the Project.

f) The Architect shall provide the client with such additional sketches or drawings as are required in relation to any variations or site instructions.

g) The Architect shall review all shop drawings, product data, samples, prototypes and mock-ups and approve these in a timely fashion to ensure minimal disruption to the progress of the Works on the Site.

h) The Architect shall provide advice on any alternatives and/or substitutions to the specifications whenever required.

i) The Architect shall ensure that all construction solutions are cost effective and practical to achieve and shall provide advice of a technical nature on any variations and site instructions.

j) The Architect shall provide all Architectural, engineering, landscape, services and all other drawings showing the building and other development ‘as built’ and all services and equipment ‘as installed’ including detailed written narrative in the form of reports. Six sets of hard copy of drawings as per the scales specified by the Client/PMC and two sets of soft copies in editable format like .dwg, .docx, .xls etc or as may be directed by the Client/PMC shall be provided.

k) The Architect shall perform all functions and duties required to be performed by him in accordance with the contracts for the execution of the Works and which are required or reasonably expected of the Architect whether the said functions and duties have been expressly listed in this Arrangement or otherwise.

l) The Architect shall set up a site office for handling the project on a daily basis (Space and facilities to be provided by the contractor).

m) The Architect shall arrange to depute a Project-in-Charge and appropriate support staff at site.

n) Obtain, and after approval, maintain a sample board of all critical components for ongoing inspection.

o) Plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all contractors.

p) Discuss Time/Cost Over-runs and report the same to Client/PMC through a system of appropriate Tables/Charts. Monitor management of manpower, material and financial resources with the assistance of HPL's authorized official of Works and sound precautionary warning signals to HPL/Contractors.

q) Supervise the Quality of Work and ensure that it is done as per approved specifications and drawings. Report any exceptions and problems, in a timely manner, to Client/PMC.

r) Identify witness and approve the various Tests as would be stipulated in the Tender documents either at vendor's factory or at site.

s) Review and Approve any New Items/ Extra Items or Change in Specifications in conjunction with Client/PMC & Consultants. Prepare detailed Rate Analysis for this purpose.

t) Certify Contractors' Running Bills and Final Bills with the assistance of HPL's authorized official of Works in Quantity Measurements and Log data.

u) Issue virtual work completion certificate and Final Bill in co-ordination with Client/PMC

v) Co-ordinate for applying and obtaining various certificates/documents from Statutory/ Municipal Authorities at different stages of the project.

Any other work including preparing brochures or models for various presentations (other than required for approvals from Competent/Statutory Authorities), any other drawing required (other than needed for approvals or completion of the project) etc. not specially mentioned but which may be required for completing the building/project & making it habitable.

8. Post-Construction and Statutory Completion

a) The Architect shall attend all necessary interim and final inspections of the completed Project or any part thereof by representatives of all relevant authorities and/or Client/PMC.

b) The Architect shall provide all drawings / documents and details sufficient to apply and obtain for fire safety permissions and all statutory certificates as required for completion relating to the Project and occupation and use of the building.

9. Specific Services

The following shall form the Services and to be read in conjunction with the above mentioned and to be mutually explanatory of one another:

a) To prepare base drawings for all statutory approvals, permissions with Government departments / agencies / boards/ undertakings/ local authority and assist the Client/PMC in getting the necessary approvals.

b) To prepare necessary drawings for NOC's.

c) To prepare all drawings, specifications, bill of quantities, contract conditions and all other documents for tender purposes for all components of the Project.

d) To prepare preliminary and detailed estimates at various stages of work for each of the component and undertake value engineering to optimize the costs and minimize variation

in costs. Keep the costs initial Bill of Quantities with tentative costing and submit the same to the Project Management Team.

e) To prepare and submit scaled working drawings on suitable scale as specified by the client for all interior, Architectural, landscape, civil, structural, mechanical electrical, engineering services and all services and utilities and issue them for construction at least one month before the requirement of such drawings and details for construction at site.

f) To prepare revised drawings after making corrections, modifications, amendments and changes as directed by the client at all stages including after issue of the working drawings and good for construction drawings and issue the same for construction / Client/PMC record.

g) To prepare the coordinated drawings between Architectural, interiors, structural and all other mechanical, electrical, plumbing and all other services' drawings and issue them for execution of the works.

h) To coordinate at site and to attend scheduled meetings at site other places during the course of design development, construction and post construction stage.

i) On completion of structure, to prepare as-built Architectural, structural and mechanical, electrical and all other services' drawings for submission to PMC.

j) On completion of the building, to prepare necessary drawings for obtaining completion certificates as required for commissioning the building as per CPWD norms and also permissions if any from relevant statutory authorities.

k) On completion of Building, to obtain Occupation Certificate & Completion Certificate from the Local Municipal Authority.

10. Defect Liability Stage:

a) The defect liability period for this shall be one years to be reckoned from the date of issue of taking over certificate or completion certificate by the client. The consultant shall visit the site and provide all the drawing details for rectification of defect, if any.

3.0 MODE OF PAYMENT

Below mentioned stages for payments will be applicable after the award of work from the Client:

Stage No.	Description of Work	Percentage of Quoted Fee
1.	Preparation and approval of preliminary scheme and estimates and obtaining statutory/ local body/municipal approvals.	05%
2.	Preparations of detailed drawings and estimates, then approval of HPL & Owner.	02%
3.	Soil Testing /Topographical Survey	02%
4.	Structural vetting from Govt. Institution of Repute with approval of Engineer In-charge	08%
5.	Preparation of full tender documents, issue of NIT & award of works to executing agencies for construction works & approval from all Client/Statutory Authorities & submission of 6 Set of Good for Construction drawings	08%
6.	During execution of work by contractors/ vendors (on pro-rata basis) commensurate with the value of work executed, etc. including monthly site visit and also visit as & when required for timely execution of work.	20%
7.	After successful completion & taking over of project and on acceptance by Owner and on submission of as-built Completion drawings.	28%
8.	Final handing over, Certificate and approval from Local/Statutory authorities.	22%
9.	On Completion of Defect Liability Period.	05%

NOTE: - The final payment will be based on actual work executed or the estimated cost of work whichever is less.

HPL shall release running payments on pro-rata basis after receiving the payment from the client for various stages depending upon extent of their completion and decision of HPL in this regard shall be final.

4.0 (I) TERMS AND CONDITIONS:

A. Letter of Intent will be issued to A&E Consultant for each individual work separately assigned by Navodaya Vidayalaya Samiti to Hindustan Prefab Limited.

B. In addition to the performance security/ guarantee payment @5% of the fees payable to the Consultant shall be retained from the Running bills as 'Retention Money' in addition to the performance guarantee and the same shall be released to the Consultant three months after completion of defect liability period of one year from the date of receiving of occupancy certificate including getting issued all the NOCs / Clearances / Approvals/ Occupancy Certificates/ Completion Certificate from the concerned local authorities.

C. Payment of running bills shall be made to the Consultant based on the contract value at which work is awarded by HPL to contractor or approved estimated cost (excluding HPL's agency charges), whichever is lower. The payment shall however be made from the Registered Office of HPL situated in New Delhi through RTGS / NEFT. In case the payment is required by D.D., the charges shall be borne by the Consultant.

D. Notwithstanding what is stated in Para 3.0 above, the payment of fees to the Consultant shall be released only after the financial sanction of project is received by the HPL from clients and money released by the clients to HPL against this project. The Consultant shall have no claim on HPL in case release of money is delayed by clients or project is not sanctioned to HPL. The work is on
"**NO COST – NO COMMITTMENT BASIS**"

E. The final fees payable to the consultant shall be determined on the basis given in Para 2.0 Para 3.0 and difference in GCC, if any, in the fees payable and already paid at various stages shall be adjusted at the last stage of the payment given under Para clause 3.0 in GCC.

F. The Consultant shall design, redesign, modify and make changes in the design, drawings, details etc. till they are finally approved by clients and as required for completion trial run, defect liability period and handing over of the project to clients, within the fees agreed by the Consultant in Para 2.0 and 3.0 in GCC and nothing extra shall be payable to Consultant in this regard.

(II) PERFORMANCE SECURITY/GUARANTEE:

A. 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 45 (Forty five) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of HPL from a Nationalized/Scheduled Bank to the extent of 2% of the value of total consultancy fees of consultant for each individual work separately assigned by Navodaya Vidayalaya Samiti to Hindustan Prefab Limited. (at this stage it shall be worked out considering the estimated project cost). 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.

B. The Bank Guarantee shall be in favour of HPL, payable at New Delhi. The Bank Guarantee should be (in the prescribed format of HPL as per FORM 6) issued from any Nationalized Bank /Scheduled Bank

C. 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.

D. The performance security will be discharged by HPL and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to HPL and statutory bodies.

E. HPL 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.

F. 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 HPL before the expiry date of the Bank Guarantee originally furnished.

(III) PAYMENT TOWARDS VISITS

A. All expenses for visits to the sites (before/ during execution of work and after completion of work) by the Consultant in connection with planning, designing, detailing, obtaining approval from clients / HPL / Statutory bodies and during construction and completion stage of work shall be borne by the Consultant and deemed to be included in his quoted fees.

B. The Consultant shall prepare necessary models, as mentioned, in connection with approvals of scheme prepared by them from clients/ statutory bodies etc. at his own cost.

C. If at any time after award/ start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the HPL 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 the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

D. The Consultant shall supply free of charge to the HPL, the following documents:

- Six sets of complete detailed design calculations (Interior and other services) including supply of drawings incorporating subsequent modifications / revision, if any.
- Six sets of each of all working drawings for detailed drawings, material specification, service drawing, cost estimation, Electrical, Queue Management System, Furniture and Interior Works and other Ancillary works based on the approved drawings including supply of drawings incorporating modifications / revision, if any.
- Six sets of detailed estimates and rate analysis of all works.
- Adequate number of tender documents and drawings.
- Adequate number of additional design, drawings and other documents needed for proper execution of works.
- Six sets of completion drawings (cloth mounted) and detailed documents duly approved by local authorities.

E. The Consultant shall provide the documents, drawings, design, details as required for timely completion of works within the time period mentioned against each activity and the same is part of this agreement. The consultant shall complete the said works within this agreed time schedule. No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the clients/HPL, unless the clients in consequences of such variations

extends the time allowed to HPL for the completion of the works, in which case HPL may extend the time for completion under this agreement for a proportionate period but not greater than the time allowed to HPL for the completion of the whole works.

F. All designs and drawings shall be the property of HPL and the name of HPL shall be predominantly displayed on all the drawings and documents as "Executing Agency". The originals of approved completion drawings shall be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with Consultant.

G. The Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on the tender documents and specifications of clients, latest ISI codes of practices, legislation, other relevant bye-laws and good engineering practices and Consultant shall guarantee the performance of all the structures, conveyances system and services after completion. The bill of quantities and specifications shall be as per CPWD, BIS, MOST, HPL norms as desired by HPL and / or clients.

H. The Consultant will give undertaking that all drawings, design, specifications, plans, estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The Consultant will work out economic design and adopt specification so as to ensure that the estimates approved by clients at initial stages are not exceeded on completion of work. At any stage. during the progress of execution of the work, if any defect is noticed in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to HPL fresh designs / drawings / specifications / estimates and other documents within a period of the seven days from the date of notice issued by HPL in this regard. The consultant shall also indemnify the HPL due to such defective drawings/ designs/ specifications / estimates / other documents supplied by the consultant subject to a maximum of the consultancy fees.

I. The Consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details / drawings given by the Consultant, should not exceed by 3% (three percent) of the quantities given by him at preliminary project report stage on the basis of which the project cost is approved by the clients. In case HPL has to incur extra expenses due to execution of extra quantities / additional work to complete the project, the same shall be recovered from the Consultant upto the extent of maximum 15% (fifteen percent) of total consultancy fees.

J. 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 consequence / any actions due to any such infringement. Consultant shall keep HPL indemnified all the times and shall bear the losses suffered by HPL in this regard.

K. The statutory deduction of income tax, or other taxes, duties, levies, cess including services tax etc. as applicable shall be made from the payment released to Consultant from time to time and same are deemed to be included in the Consultants fees and nothing extra shall be payable to Consultant in this regard.

L. Concept plan / Preliminary drawings & Preliminary estimate (estimates based on DSR-2016 rates + updated Cost Index for the location and market rates for the Non-schedule items if, any) shall be submitted by the Consultant within two weeks of assignment of work for approval. On approval of concept plan / Preliminary drawings & Preliminary estimate, the Consultant shall prepare and submit the building plans for approval of the local authority within 07 days and shall get the same approved within next one month from all the concerned local authorities. Side by side on approval of concept plan / Preliminary drawings & Preliminary estimate, the Consultant shall submit detailed estimate with justification of rates within 15 days of approval of the

concept plan including the detailed BOQ's, technical specifications, drawings of all the items for inviting tenders. All this process should be completed by the A&E agency within one month of award of work to the agency.

5.0 TERMINATION OF WORK

A. The work may be terminated at any time by HPL upon one month's notice in writing being given to Consultant, if the Consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Consultant's work not being satisfactory. HPL will get the work done at the risk and cost of the consultant.

B. If the scope of work is reduced by the client and the consultant approaches to the client to get the same work for rendering the consultancy services than the performance guarantee, security money, Earnest Money deposited by the consultant to HPL will be forfeited.

6.0 LIQUIDATED DAMAGES

In case the Consultant fails to complete the work within the contract period or extended period mentioned in clause 4.0 above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the consultant. HPL shall be entitled to deduct such damages from the dues that may be payable to the Consultant.

7.0 FORCE MAJEURE CLAUSE

If at any time after the commencement of the work HPL shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender 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.

8.0 SUSPENSION OF WORKS

I. 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:

a) On account of any default on part of the consultant, or
b) For proper execution of the works or part thereof for reason other than the default of the consultant, or
c) If the work is partly or fully abandoned/suspended by HPL/clients for any reasons

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

II. If the suspension is ordered for reasons (b) and (c) in sub-para (I) above.

a) 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.

b) In the event of the consultant treating the suspension as an abandonment of the Contract by HPL, 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.

9.0 JURISDICTION

The Courts in Delhi/New Delhi alone will have the jurisdiction to deal with matters arising under this work.

10.0 Period of Completion

12 Months

11.0 The successful bidder would have to furnish time schedule for the below mentioned subheads A to E.

A) **Surveying :–**

Topographical survey including recording of reduced levels, preparation of Contour map, Recording of Physical dimensions of the plot, Indicating /Recording of Land marks & Directions of the plots.

Geological Survey i.e. Soil testing as required including submission of the Soil testing report.

B) **Estimating** :- Preparation and submission of Estimates including required documents - PAR estimate detailed estimate including Market rates justifications.

C) **Structural Design** :-

Structural Design of the building including proof checking / vetting of the same from any reputed Institutes like IITs/ NITs / CBRI-Roorkee/ from Govt. Institution of Repute with approval of Engineer In-charge.

D) **Drawings** :-

Preparation and submission of Architectural and structural drawings of all the components of work as per scope of work

E) **Models** :-

Providing and submission of 02 No. model.

12.0 **ARBITRATION :**

Any or all disputes, differences, or questions which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall first be endeavored to be amicably resolved at the top management level of the parties. However, in the event of such dispute, difference or question, etc. remaining unsolved, the same shall be referred to the arbitration by a Sole Arbitrator to be nominated by the Chairman & Managing Director, HPL and the provisions of the Arbitration & Conciliation Act, 1996 shall be applicable. The place of such arbitration shall be at New Delhi.

SECTION-1

FORMS DULY FILLED AND SELF ATTESTED BY ARCHITECTURAL AND ENGINEERING CONSULTANCY

FORM 1

Consultancy Work of Similar Nature

Successfully Completed Projects During Last 7 Years

S.No.	Name of Consultancy	Name of Project	Name of the Employer	Cost of Consultancy	Date of Commencement	Date of Completion/Likely date of Completion	Description of Consultancy provided
1	2	3	4	5	6	7	8

FORM 2

Current /Ongoing Consultancy Work of Similar Nature

S.No.	Name of Consultancy	Name of Project	Name of the Employer	Cost of Consultancy	Date of Commencement	Date of Completion/Likely date of Completion	Description of Consultancy provided
1	2	3	4	5	6	7	8

FORM 3

Annual Financial Turn Over of Last Three Year of the Firm/Consultant.

S.No.	Financial Year	Turnover (in Rs. Lacs)
1.		
2.		
3.		

FORM 4

Organization Chart/list of Technical Professional with Bio Data of Each Professional.

S. No.	Technical Professional	Name	Designation	Qualification	Total years of Experience	Experience in the Firm
1	Architect					
2	Structural Consultant					
3	Electrical Consultant					
4	Plumbing & Water Supply Consultant					
5	Landscape Consultant					
6	Interior Design Consultant					
7	Any Other Professional					

FORM 5

Technical Evaluation Sheet

(A)

S.No	Items	Marks Scored by Bidder	Marks Verified by HPL
1.	**Average annual turnover as per the audited accounts in last three years (Subject to maximum 15 Marks)**		
	(a) upto Rs. 80 Lakhs maximum 05 Marks		
	(b) upto Rs.120 Lakhs maximum 10 marks.		
	(c) more than Rs.150 Lakhs will carry 15 marks.		
2.	**Completion Certificates (within the last 7 years) obtained from clients. Regarding Institutional projects of (subject to maximum 15 marks)**		
	(a) Each certificate of value Rs. 50 Crores and above shall carry 02 marks each subjected to maximum of 04 marks		
	(b) Each certificate of value Rs. 25 Crores and below Rs. 50 Crores will carry 02 marks each subjected to maximum of 06 marks.		
	(c) Each certificate of value Rs. 15 Crores and below Rs. 25 Crores will carry 01 mark each subjected to maximum of 05 marks.		
3.	**Architectural & Engineering Consultancy Services for the ongoing work of Civil / Electrical and allied Works (subject to maximum 15 marks)**		
	(a) Each project valued Rs. 50 Crores and above will carry 03 marks each subjected to maximum of 06 marks		
	(b) Each certificate of value Rs. 25 Crores up to Rs. 50 Crores will carry 02 mark each subjected to maximum of 06 marks.		
	(c) Each project valued Rs. 15 Crores up to Rs. 25 Crores will carry 01 mark each subjected to maximum of 03 marks.		
4.	**Technical Manpower & in-house Infrastructures (subject to maximum 35 marks)**		
	vii. Either at least one Director/Partner of the agency are the architect with valid registration from council of Architect with at least 20 Years of experience subject to maximum 10 marks.		
	viii. Either at least one Structural Engineer with minimum 15 years of experience subject to maximum 05 marks.		
	ix. Graduate Architect with work Experience of 05 Years and above:- e) Above 10 Nos. subject to maximum 05 marks. f) From 05 Nos. to 9 Nos. will carry 03 marks. g) From 02 Nos. to 4 Nos. will carry 01 marks. h) Below 02 Nos. will carry 00 marks		

	x. Graduate Civil Engineer with work Experience of 3 Years and Diploma in Civil Engineer work Experience of 5 Years and above:- g) Above 08 Nos. subject to maximum 05 marks. h) From 05 Nos. to 07 Nos. will carry 03 marks. i) From 02 Nos. to 4 Nos. will carry 01 mark.		
	xi. Graduate Electrical Engineer with work Experience of 3 Years and Diploma in Electrical Engineer work Experience of 5 Years and above:- j) Above 08 Nos. subject to maximum 05 marks. k) From 05 Nos. to 07 Nos. will carry 03 marks. l) From 02 Nos. to 4 Nos. will carry 01 mark.		
	xii. Interior Designer/PHE/Landscape Consultant with work Experience of 5 Years and above:- d) Above 08 Nos. subject to maximum 05 marks. e) From 05 Nos. to 07 Nos. will carry 03 marks. f) From 02 Nos. to 4 Nos. will carry 01 mark.		
	Total – (Score A) Maximum Marks 80		

Note:-

1. Form 5 enclosed as Technical Evaluation sheet (A) is to be duly filled and signed by the bidder.
2. Above marks scored by the bidder shall be finally verified by HPL and evaluate bid accordingly.
3. The committee will select the Architects firms/Consultant on the basis of their Technical evaluation. The bidders who scored 75% marks and above in “Score A” shall be qualified for presentation.

FORM 6

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

Hindustan Prefab Limited,
Jangpura,
New Delhi 110014

Whereas the Hindustan Prefab Limited, (hereinafter called "HPL" which expression shall include its successors and assigns) having awarded the Consultancy Contract for _____ hereinafter called the Contract) to M/s. _____ (hereinafter called the Consultant) at a total price of Rs. _____ subject to the terms and conditions contained in the contract.

Whereas, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. _____ (Rupees _____) being ____ % of the total value of contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to HPL immediately on demand in writing and without protest / or demur all moneys payable by the Consultant to HPL in connection with the performance of the Contract inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by HPL by reason of any breach by the Consultant of any of the terms and conditions contained in the contract as specified in the notice of demand made by HPL to the bank. Any such demand made by HPL on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs. _____ in the aggregate and the bank hereby agrees to the following terms and conditions.

i) This guarantee shall be continuing guarantee and irrevocable for all claims of HPL as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance i.e. upto _____.

ii) We, the said bank further agree with HPL that HPL shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by HPL against the Consultant under the contract and forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Consultant or for any forbearance, act or omission on the part of HP or any other indulgence by HPL to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

iii) This guarantee / undertaking shall be in addition to any other guarantee or security whatsoever HPL may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which the HPL may have or obtained and there shall be no forbearance on the part of the HPL in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for HPL to proceed against the said Consultant before proceeding against Bank.

iv) This guarantee / undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Consultant, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to HPL in terms thereof are paid by the Bank.

v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Consultant (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to HPL in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of HPL in writing. Unless a claim is made in writing within three months, i.e. from the date of expiry of the guarantee _____ (three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this _____ day of _____ at _____.

For and on behalf of the Bank

WITNESS :

1._____

2._____

FORM 7

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

(To be submitted in Envelope-1)

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 tender for …… (Name of work)……To HPL. are genuine and true and nothing has been concealed.
3. I shall have no objection in case HPL verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case HPL demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, HPL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case HPL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before HPL receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HPL shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by HPL. If this information is found incorrect, HPL at its discretion may disqualify / reject / terminate the bid/contract.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I, ..., the Proprietor / Authorised 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)

FORM 8

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

S.No.	Discription	Page No.
1.	Demand Draft against Earnest Money.	
2.	Demand Draft of any Scheduled Bank towards cost of Bid Document.	
3.	Certificates of work experience and documents pertaining to eligibility criteria/Technical Bid/NIT.	
4.	GST registration, PAN No.	
5.	Copy of Power of Attorney / Partnership Deed duly self attested by the owner of the firm	
6.	Letter of Acceptance of tender condition unconditional as per tender documents Annexure -I of this NIT	
7.	Average Annual Financial Turnover of Architect firms/ Engg. Consultancy should be not less than **80 Lacs** put to tender during the immediate last 3 consecutive financial years (i.e. 2016-17, 2017-18 and 2018-19). Applicant has to attach the audited balance sheet along with profit & loss statement duly certified by Chartered Accountant for last three years.	
8.	Bank mandate form.	
9.	All necessary documents required as per Eligibility Criteria (Clause No. 20.0) of NIT.	

G.C.C. 2014 (CPWD)

Form 7/8 (Edition 2014 with up to date corrections and amendments)

SECTION 2

FINANCIAL PROPOSAL

FINANCIAL BID

(To be given on the letter pad in a separate envelope marked as Financial Bid)

SCOPE OF WORK.

Complete architectural consultancy services including detailed architectural, Electrical, Water supply, Sanitary. All related services and complete design and drawings.

Bill of Quantities

FEE

S. No.	Description	To be quoted in percentage (%) of project cost/actual cost whichever is lower as mentioned	
		(in fig.)	(in words)
1	**Architectural and Engineering Consultancy Services for the Execution of Civil/ Electrical & allied works at different locations all over India for Navodaya Vidyalaya Samiti.**		

Note :

1. The above BOQ is only indicative and bidder should consider scope of work as mentioned in the tender document before quoting their rates.
2. Payment shall be made on the basis of % age given in **'MODE OF PAYMENT '** separately.
3. The total percentage quoted for the scheme shall be considered to determine the lowest bidder.
4. The rates quoted are inclusive GST and all other taxes.

Signature of the Consultant or
authorized person
(With full name) Seal
of Firm

INTEGRITY PACT

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of HPL.

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of .....2017.

BETWEEN

Dy. General Manager (Engg.), Hindustan Prefab Limited, Jangpura, New Delhi-110014, on behalf of **Navodaya Viidyalay Samiti** which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

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

Through..... (Hereinafter referred to as the (Details of duly authorized ignatory)
"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. … …….……..…….) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for : _____
_____

NIT No. HPL/DGM(ENGG.)/TC/ 2019-20/23 Dt:22.08.2019

hereinafter referred to as the"**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into 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:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

   (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

   (c) The Principal/Owner shall Endeavour to exclude from the E-Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to rices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Other the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(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 tendering process).

Article 3: Consequences of Breach

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

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article **4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, HPL on behalf of **The Director, Department of Museums and Zoo, Thiruvananthapuram**

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:
..... (For and
on behalf of Principal/Owner)

..... (For and
on behalf of Bidder/Contractor)

WITNESSES:

1. .....
(Signature, name and address)

2. .....
(Signature, name and address)

Place
Dated