

Entrepreneurship Development Center (EDC)

(Service Mark: Venture Center)

EXPRESSION OF INTEREST (EOI)

FOR

**Construction of NIDHI - Center Of Excellence (NIDHI-CoE) building
at, NCL Innovation Park, Pune-411008**

ARCHITECTURAL AND PROJECT MANAGEMENT

CONSULTANCY SERVICES

NIT NO: EDC/NIT/2019/03

**Date of Publication of the tender: November1, 2019
Last date of submission: November15, 2019 up to 15.00 Hrs**

Tender/EoI available online at www.venturecenter.co.in and <https://eprocure.gov.in/epublish/app>
Tender/ EOI to be submitted as hard copy at the address mentioned below

EOI to be submitted as hard copy at

Kind Attention:
COO and General Manager,
Venture Center
100, NCL innovation Park,
Dr Homi Bhabha Road
Pune 411008

EOI
ARCHITECTURAL AND PROJECT MANAGEMENT
CONSULTANCY SERVICES

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Section 1

NIT- EOI

**Entrepreneurship Development Center (EDC)
NOTICE INVITING-EOI**

No: EDC/NIT/2019/03

Date: November1, 2019

EDC invites e-Expression of Interest (Part-1) from reputed Architect Consultant firms for providing Architectural and Engineering Project Management Consultancy Services for “**Construction of NIDHI - Center Of Excellence (NIDHI-CoE) building at NCL Innovation Park, Pune 411008**” as per schedule as under. The estimated Project Cost of this work is 1500 Lakhs

Bidding Document No.	EDC/NIT/2019/03
Name of the work	Construction of NIDHI –COE Building at NCL Innovation Park, Pune - 411008
Client/Owner	Entrepreneurship Development Center (EDC), Pune
Brief Scope of Work	Architectural and Project Management Consultancy
The Maximum Quoted Consultancy Fee to be quoted by intending bidder.	Commercial bids will be called from Pre-qualified consultants
Time for Completion of work	18 months
Defect Liability period	1 year
Non-refundable cost of tender/ Bid document	Rs 1500 in favour of Director, EDC
Payment mode	Online
Bank details	Name of beneficiary: Entrepreneurship Development Center Bank: Axis Bank, Baner Branch, Pune-411008 A/C no: 338010100042936 RTGS/NEFT/IFSC code: UTIB0000338
Opening of Technical Bid	Date: November 15, 2019 Time: 1530 hrs
Last date & time of submission of technical bid (need to submit Cost of Bid Document and certified copies of other documents along with the tender document)	Date: November 15, 2019 Time: 1500 hrs
Date & time of Design Concept presentation	Within 14 days of opening the technical bid or as intimated by EDC
Validity of offer	90 days from the last date of submission of technical bid
Obtaining GRIHA / Green Building Certification	Required

The tender document can be downloaded from the following website:

<https://www.venturecenter.co.in/index.php> and <https://eprocure.gov.in/epublish/app>

Corrigendum, if any, would appear only on the above website and will not be published in newspapers. Bidders are requested to take note of the same.

Signature of Bidder

Signature of EDC

www.venturecenter.co.in

Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 10 years ending previous day of last date of submission of tenders

a. Three similar works each costing not less than 40% of the estimated cost of the project.

OR

b. Two similar works each costing not less than 60% of the estimated cost of the project.

OR

c. One similar work costing not less than 80% of the estimated cost of the project.

Similar work means: Construction of high rise (height of high rise building 12m and above or minimum four storied) RCC framed construction, residential or non-residential/ institutional/ research buildings , under a single composite design package consisting of Civil, finishes Plumbing , Electrical works, Lifts and Fire protection system, HVAC , statutory permissions etc. as per NBC requirements , Project Management Consultancy Services . Documentary evidence of Working drawings and built drawings of designed by bidder is required to be produced along with experience letter from Clients.

Experience in construction of Research Building, empanelment with Government Research Organisation shall be an additional qualification.

This should be certified by an officer not below the rank of Executive Engineer in Govt. Departments and Superintending Engineer/ Chief Project manager or Equivalent in other organizations.

- ii) The past experience in similar nature of work should be supported by certificates issued by the client's organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.
- iii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
- iv) Joint-venture / consortia of firms / companies shall not be allowed and the bidders should meet the above criteria themselves
- v) Foreign Certificates: Projects executed within India shall be considered for evaluation purpose.
- vi) Certificates of Subsidiary/Group Companies: Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/Own works, shall not be considered. In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such

Company/firm continues to own the requisite assets and resources of the merged / acquired companies/ firms relevant to the claimed experience.

B. Financial Strength:

1. The Average annual financial turnover for last 3 years shall be at least 50% of the estimated consultancy fee put to tender.
2. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number. In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.
3. The bidders are required to submit page of summarised Balance Sheet (Audited) and also page of summarised Profit & Loss Account (Audited) for immediate last three years. The intending bidder/s must read the terms and conditions of this GCC carefully and should submit the bid if eligible and in possession of all the required documents.

C. Consultants having Pune based operations with established office, at least 6 months old at Pune shall be an additional qualification.

Information and Instructions for bidders posted on website shall form part of bid document.

The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.venturecenter.co.in and <https://eprocure.gov.in/epublish/app>

The Architect Firm/Consultant needs to submit the bid along with certified copies of the required documents as hard copies in a sealed envelope. The envelope should clearly mention the name of the project for which the bid is submitted

Notwithstanding anything stated above, EDC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of EDC.

The bidder(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

The bidder(s), may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 07 days from the date of submission of Tender on website. EDC will reply only those queries which are essentially required for submission of bids. EDC will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 07 days from the date of submission of Tender on website, etc.

Technical Bids are to be opened on the scheduled dates.

Further, queries regarding Design concept presentation etc to reach EDC office within 07 days from the date of publishing of tender. Bidders will have to give Design concept presentation on the basis of the available data and using information collected regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of bidder about subject matter and the Project in particular.

EDC reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.

Integrity Pact (As per Annexure-III under Section-6) duly signed by the bidder shall be submitted. Any bid without signed Integrity Pact shall be rejected.

Signature of Bidder

Signature of EDC

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Earnest Money Deposit: Earnest Money Deposit of amount shall be collected for Technically qualified bidders in Part-2 of this EOI.

Interested Architect firm / Consultant who wish to participate in the bid need to make the Payment towards the "Cost of Bid Document" using online payment option. Any other form of physical instrument will not be accepted.

Certificate of work experience (if required) and certified copies of other documents as specified in the tender shall be submitted at the time of bid submission

List of Documents to be submitted in hard copy at the time of bid submission:

- a. Copy of e challan with UTR number for Tender Fees .
- b. Annexure-I to Annexure-XIII if applicable
- c. Corrigendum / Addendum / Other documents, if any
- d. Power of Attorney of the person authorised for signing /submitting the tender.

NOTE:

All the documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids are liable for rejection. The document submitted in hard copy should be duly page numbered.

Set of Tender Documents: The following documents will constitute set of tender documents:

- a. Notice Inviting Tender/ EOI
- b. General Conditions of Contract
- c. Special conditions of Contract (SCC)
- d. Site Layout/Plan, Drawings if available
- e. Annexure-I to Annexure-XIII
- f. Corrigendum / Addendum / Other documents, if any

The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents submitted by the bidders with the bid. The information should be submitted in the prescribed pro-forma. Bids with Incomplete/Ambiguous information will be rejected.

Technical bid documents submitted by intending bidders shall be opened only if Cost of Bid Document, Unconditional letter of acceptance and Affidavit for correctness of documents/information are found in order.

The bid submitted shall become invalid, if:

- a. The bidder is found ineligible.
- b. The bidder does not submit (including GST registration) as stipulated in the bid document.
- c. If any discrepancy is noticed between the documents submitted as hard copies in the office of tender opening authority.
- d. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to EDC, then EDC shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of work.

Signature of Bidder

Signature of EDC

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The acceptance of any or all tender(s) will rest with EDC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.

On Prequalification of bidder, the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Qualification (LOQ) by EDC.

The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, financial bid, etc. The bidders shall be deemed to have gone through the various conditions while making/ preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of bidder will affect his price/rates before quoting their rates.

Order of precedence of documents

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

- a. Letter of Award, along with statement of agreed variations and its enclosures, if any.
- b. Corrigendum, Addendum, Clarifications etc.
- c. Special Conditions of Contract.
- d. Description of Bill of Quantity / Schedule of Quantities.
- e. General Conditions of Contract.
- f. Drawings
- g. CPWD specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
- h. Relevant B.I.S. Codes.

Design Concept Presentation will be held on 14th day from the date of opening of the Technical Bid. The bidders qualified in Technical Bid Evaluation will be intimated through email minimum 48 hours prior to the Design Concept Presentation. Lump-sum amount of Conceptual Design shall be paid as Rs. 10,000/- (Rupees Ten Thousand only) per technical qualified bidder for concept presentation .

Section-2

INSTRUCTIONS TO CONSULTANT

INSTRUCTIONS TO CONSULTANT

1. Introduction

- 1.1. The Architect firms / Consultants are invited to submit a Technical bid EOI. The bid will be the basis for technical discussions and ultimately for a signed Contract with the selected Architect firm /consultant.
- 1.2. Architect firms / consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Architect firms/consultants are desired to visit the site before submitting a proposal. Architect firms / Consultants or his authorised representative should contact the following regarding site specific information and site visit enquiry.

Contact	COO and General Manager
Address	Venture Center, 100 NCL Innovation Park, Dr Homi Bhabha Road, Pune -411008
Phone No	+91-20-2586 5877/78, +91-9172232215
Email address	gm@venturecenter.co.in

- 1.3. EDC will provide the inputs to the Architect firms/consultants, if available. However, EDC does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.
- 1.4. The Architect firms/consultants shall be responsible for obtaining licenses and permits to carry out the services.
- 1.5. Architect firms / consultants shall bear all costs associated with the preparation and submission of their proposals and site visits etc. EDC / Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architect firms / consultants.
- 1.6. Conflict of Interest
 - 1.6.1.EDCs policy requires that Architect firms / consultants provide professional, objective, and impartial advice and at all times hold EDC"s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.6.2.Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - 1.6.3.Conflicting assignments: An Architect firm / consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.
 - 1.6.4.Conflicting relationship: An Architect firm / consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of EDC"s staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to EDC throughout the selection process and the execution of the contract.

- 1.7. Architect firms / consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of EDC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Architect firm / consultant or the termination of its Contract any time, throughout currency of the work.
 - 1.8. No agency of current employees of EDC shall work as Architect firms / consultants. Recruiting former employees of EDC to work is acceptable provided no conflict of interest exists.
 - 1.9. Fraud and Corruption
 - 1.9.1. EDC requires that the Architect firms / consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, EDC:
 - 1.9.2. Defines, for the purpose of this paragraph, the terms set forth below:
 - 1.9.2.1. “corrupt practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;
 - 1.9.2.2. “fraudulent practice” means a wilful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;
 - 1.9.2.3. “collusive practices” means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of EDC, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;
 - 1.9.2.4. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - 1.9.3. will reject a proposal for award if it determines that the Architect firm/consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
 - 1.9.4. will sanction an Architect firm/consultant, including declaring the Architect firm/consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architect firm/consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.
 - 1.9.5. The Architect firm/consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
 - 1.10. Only One Proposal: The Architect /consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
 - 1.11. Proposal Validity: The Architect firm /consultant tender must remain valid for 150 days after the last date fixed for submission of tender including the extension(s) given, if any.
 - 1.12. Association of Sub-Consultants (for specialised work) Architect Firm/Consultant may associate with sub consultant(s) for specialized works such as HVAC, Lift, Fire-fighting, Landscape etc.
 - 1.13. The benefits under the Govt policies Such as Public Procurement (Preference to Make in India) order 2017 or any further revision at any later date shall be provided to the eligible bidders on submitting the relevant supporting documents.
2. Clarifications and Amendment of Bid Documents
 - 2.1. Architect firms/consultants may request for a clarification on any clause(s) of the Bid documents within 7 days from the date of submitting the tender documents in hard copy format. Any request for clarification must be sent in writing, or by standard electronic means to EDC’s address. EDC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing

the Source of query) to all Architect firms/consultants. Should EDC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para. 2.2.. However, EDC reserves the right to respond the queries after cut-off date as mentioned above.

- 2.2. At any time before the submission of tender, EDC may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/ addendum.
 - 2.3. Any Corrigendum/Addendum thus issued shall form part of tender document and shall be published only on website www.venturecenter.co.in /EDC and www.eprocure.gov.in and the Consultants are thus advised to update their information. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, EDC may at its discretion, extend the deadline for the submission/ opening of the tender.
3. Preparation of Bid Proposal
 - 3.1. In preparing their tender, Architect firms/consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.
 - 3.2. The bid proposals, all related correspondence exchanged by the Architect firms/consultants & EDC and the contract to be signed with the winning consultant shall be written in the English language.
 - 3.3. Technical Bid Proposal
 - 3.3.1. The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non responsive / invalid.
 - 3.3.2. The Technical bid may be declared non responsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.
 - 3.4. Financial bid Proposals: Shall be called in Stage 2 of EOI from prequalified bidders.
 4. Submission, Receipt and Opening of bids
 - 4.1. The original bids (Technical bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-II, Section-6.
 - 4.2. An authorized representative of the Architect firm/consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.
 - 4.3. EDC shall open the Technical bid after the deadline for the submission of bid as per NIT. The Financial bid shall remain securely stored.
 - 4.4. The evaluation of bids shall be done as described in the Section-4 for tenders invited on Quality and Cost based System.
 5. Confidentiality: Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firms/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.

Section-3

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. Definitions

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

- 1.1. Approved means approved by EDC's Engineer-in-Charge in writing including subsequent confirmation of previous approval and „Approval" means approval by EDC's Engineer-in-Charge in writing as above said.
 - 1.2. Applicable Law means the laws and any other instruments having the force of law in India.
 - 1.3. Architect firm / Consultant mean any private or public entity that will provide the Services to EDC under the Contract.
 - 1.4. Building shall mean the Construction of proposed building.
 - 1.5. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between EDC and the contractor, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
 - 1.6. Contract Price means the price to be paid for the performance of the Services, in accordance with Section-5.
 - 1.7. Engineer-in-Charge means the Engineer as may be duly appointed and authorized in writing by EDC to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
 - 1.8. Estimated Cost means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing , proof checking of design and detailing.
 - 1.9. In writing means communicated in written form with proof of receipt.
 - 1.10. Language means all documents and correspondence in respect of this contract shall be in English Language.
 - 1.11. Letter of Award (LOA)/Letter of Intent (LOI) shall mean EDC's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
 - 1.12. Month means English Calendar month „
 - 1.13. Day" means a Calendar day of 24 Hrs each.
 - 1.14. EDC shall means Entrepreneurship Development Center (Service Mark: Venture Center), a not-for-profit organisation and a technology business incubator, with its registered office at 100 NCL Innovation Park, Dr Homi Bhabha Road, Pune -411008 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
 - 1.15. Owner/Client means the Government, Organization, Ministry, Department, and Society, Cooperative etc. which has awarded the work / project to EDC and on whose behalf EDC is entering into the contract and getting the work executed.
 - 1.16. Site shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by EDC or the Engineer for the contract's use.
 - 1.17. Services means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.
 - 1.18. Sub-Consultants means any person or entity to whom /which the Consultant subcontracts any part of the Specialised Services.
 - 1.19. Writing means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
 - 1.20. Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
 - 1.21. The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.
2. **Scope of Work:** EDC would furnish the requirements and area schedule for various functions to the Architect firm / Consultant, the Architect firm / Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

Signature of Bidder

Signature of EDC

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2.1. Preliminary Stage

2.1.1. Preliminary Concept Report:

- 2.1.1.1. The Consultant shall furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- 2.1.1.2. The consultant shall provide the Topographic Survey Drawings & Soil Investigation Report in own cost to the EDC. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
- 2.1.1.3. Report on identification of Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services.
- 2.1.1.4. In case of project requirement or as per the requirement of MOEF/State Govt. authorities, the consultants shall Conduct Environmental Impact Assessment (EIA) & furnish preliminary report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact. Environment Clearances from MOEF/State Govt. Authorities, etc. shall be obtained by the Consultant.
- 2.1.1.5. Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firm/Consultant should submit the preliminary design and design basis Report and modify it if considered necessary by EDC. Site inspections for finalization of above details shall be conducted by the Architect firm/Consultant.
- 2.1.1.6. Prepare plinth area rate estimate as per CPWD norms. The estimate shall also include the non-PAR items on prevailing market rate along with justification, specification.
- 2.1.1.7. Obtain the approval of EDC/client of (e & f) above and supply 6 copies of approved site plan (Layout Plan).
- 2.1.1.8. Preparation & submission of models (in the desired scale) and perspective views of the complete scheme as per requirement of EDC/Client.
- 2.1.1.9. The consultant shall prepare and give presentations on the schemes as and when required by EDC/Client and shall incorporate the changes desired by EDC / Clients without any extra cost.

2.1.2. Preliminary Planning:

- 2.1.2.1. Prepare Master Plan of entire complex/site and its approval from all statutory authorities.
- 2.1.2.2. The Consultant shall coordinate between various state agencies and other stakeholders in order to incorporate requirements and considerations. The Consultant shall coordinate preliminary design of all components of proposed structures with other agencies.
- 2.1.2.3. Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, EDC reserves the right to exclude any of the above services from the scope of the Consultants" work.
- 2.1.2.4. Collection of all data regarding existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads.
- 2.1.2.5. The Consultant shall also conduct a survey regarding number and type of existing trees at proposed site. The master plan/ layout of buildings/ amenities shall be prepared in such a way that the maximum number of existing trees can be retained at site.

- 2.1.2.6. The consultant shall provide above details in writing for approval of the Engineer In-charge along with tree planting and transplanting scheme as per the requirement of the project site.
- 2.1.2.7. Integration of Site Services with existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads. This requires liaisoning with statutory authorities.
- 2.1.2.8. Prepare the DPR covering the following
 - 2.1.2.8.1. Detailed Architectural & flowchart drawings.
 - 2.1.2.8.2. The Consultant shall prepare a Design Basis Report for all components including services that are part of this agreement. The Consultant shall identify necessary existing conditions, soil condition, climatic condition and usage requirement in considerations while formulation the design basis report.
 - 2.1.2.8.3. The Consultant shall provide Detailed Technical Specification of each work as a part of the Preliminary Design Report which will act as a reference for the Contractor(s) to carry out detailed design activities.
 - 2.1.2.8.4. Bills of quantities based on preliminary design of various components duly priced along with take-off sheets. All estimates shall be prepared on the basis of Central/state schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include all items as per drawings and specifications. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted.
 - 2.1.2.8.5. The Consultant may include provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc. The Consultant shall prepare the Cost estimates and BoQ for the purpose of assistance in tendering process for contractor(s). The Consultant shall be responsible for accuracy of the BoQ items.
 - 2.1.2.8.6. The consultant shall supply six copies of the same with the preliminary drawings to EDC.
- 2.1.2.9. Submit market rate analysis for Non Schedule Items supported with Quotations.
- 2.1.2.10. Submit the proposal to Local Body / PMC / Fire Department/ Tree Cutting permission/ Pollution Board complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- 2.1.2.11. Obtain the approval of layout plan & drawing from the competent authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to EDC.
- 2.1.2.12. The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules. As per MoE&F guidelines, the consultant shall incorporate the Fly Ash products such as cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within a radius of 300 Kms. from a coal or lignite based thermal power plant.
- 2.1.2.13. The Consultant shall incorporate the principles of Life Cycle cost in the design in line with GFR Rules 2017-Rule No 136.
- 2.1.2.14. To prepare & submit required set of Tender Documents to call tender on EPC/ Design & build basis for appointment of Contractor, Scope of work, Tender Drawings, BOQ, Estimates, Specifications, Design Basis Report, Stage Payment schedule, Schedule of Finishes, List of makes etc.
- 2.1.2.15. The payment schedule shall include all the items of work which are required to be executed as per the scope of work of the project.
- 2.1.2.16. Preliminary Electrical/Mechanical Drawings / Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- 2.1.2.17. Detailed Technical specifications for all the non-scheduled items proposed in the schemes.

- 2.1.2.18. Any other drawings/information"s/details required for completion and execution of work but not mentioned above.
 - 2.1.2.19. The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/EDC/ State/Central Govt. and shall take their concurrence on all the observations.
 - 2.1.2.20. If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
 - 2.1.2.21. Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with EDC/Clients representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/EDC/Central Govt. or any other agency, as and when required.
 - 2.1.2.22. Preliminary Design Services are required for reviewing the alignment, locations, construction methodology, finalise packaging of civil work and other works, prequalification of contractor for civil works, preparation of tender documents for civil and other works including preliminary designs and bid process management.
 - 2.1.2.23. Interaction and Coordination with Client team on preliminary designs and tender documents etc.
 - 2.1.2.24. Preliminary designs for civil work must be consistent with system designs and be good for tender document. This will cover all scope as defined in tender documents including Estimation of cost of all packages/works.
 - 2.1.2.25. Consultant shall ensure that all the approved makes for each respective items to be used in the works are proposed by them, Make in India (MII) only as per the norms of minimum local content required as defined in public procurement (preference to make in India) order 2017 or any subsequent revision.
 - 2.1.2.26. In case, where reputed MII makes are not available, names of only imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tenders.
- 2.2. Working Drawing Stage: The preparation of detailed working drawings with details incorporating services and schedule of quantities. This will include:
- 2.2.1. Preparation of Design basis Report including working and detailed architectural drawings and detailed estimate as per the latest Delhi Schedule of Rates of CPWD(DSR) or any other Standard Schedule of Rates (SOR) for civil work, electrical works and CPWD specifications for civil works, General specifications for electrical works Part I (Internal), Part II (External), Part III (Lifts and escalators), Part IV (Substation), Part V (Wet riser and sprinklers system), Part VI (HVAC works), Part VII (DG sets) and other CPWD specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and Preliminary structural design / for whole of the work or in part of to facilitate call of tender in stages by EDC. For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.
 - 2.2.2. To prepare & submit good for construction architectural drawings & visit the sites of work regularly as per requirement of Local bodies Authorities/EDC/State/Central Govt. to solve the problems of site & issue necessary clarifications/details of the Project.
 - 2.2.3. Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and POL.
 - 2.2.4. Obtaining approval of local authorities, if any, and make changes required by them
 - 2.2.5. Preparation & submission of Detailed specifications & list of makes for all the equipments to be installed at site.
 - 2.2.6. Structural designs of various components of buildings / structures provided by contractors shall be proof checked by the Engineering consultant on behalf of EDC. He shall also sign over the Good for construction structural/MEP/Services drawings.
- 2.3. Construction Stage:
- 2.3.1. The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the contractor(s) during the Detailed Design Stage and address any quires raised by the contractor(s) for all

- components & services/utilities. The Consultant shall act as an interface or coordination agency between Client and the contractor(s) during the handholding period for the Detailed Design Stage. Consultant Shall be responsible execution of work site in turn key basis. for depute 1 Civil Engineer with experience of 10 Years + 1 Electrical Engineer + 1 office Staff for documentation of project. Total project Execution shall be responsibility of Consultant. Staff deputed at site shall perform daily duty of execution work , recording recess or hidden measurement , quality check as per CPWD norms and tender document , verification of measurements , submission of fully checked Running Bill , Final Bill , Deviation statements , Extra Item Statements and others as required
- 2.3.2. The Consultant shall review and approve Detailed Design and GFCs prepared by the contractor(s) and ensure that all the preliminary design aspects and parameter have been adhered to.
 - 2.3.3. The Consultant shall Supply to EDC eight copies of the detailed working architectural drawings free of charge for use during execution of work.
 - 2.3.4. The Consultant shall Supply to EDC such further drawings, specifications or details which may be required for proper execution of work.
 - 2.3.5. The Consultant shall obtain approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
 - 2.3.6. The Consultant shall obtain EDC"s approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
 - 2.3.7. The Consultant shall carrying out all modifications /deletions /additions / alterations /in design/drawing/documents as required by Local Bodies Authorities /State / EDC /Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
 - 2.3.8. The Consultant shall provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
 - 2.3.9. The Consultant shall undertake site visits or attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.
 - 2.3.10. After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of EDC.

2.4. Completion Stage:

- 2.4.1. Obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to EDC. For this purpose, any assistance required from EDC / its Contractor will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by EDC.
 - 2.4.2. Prepare completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to EDC and also hand over the original of the completion drawings to EDC. The changes, if any during the execution of work will be intimated by EDC to the consultants for preparation of above drawings.
 - 2.4.3. Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to EDC and Clients/local bodies/or any other authorities applicable including getting „completion certificate" from concerned authorities, if required.
 - 2.4.4. Assist EDC in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/ interpretations, supply of drawings, designs, specifications as and when required. The consultants" role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.
 - 2.4.5. Consultancy for obtaining GRIHA / Green Building Certification, as mentioned in the NIT.
3. Payment of Remuneration:
 - 3.1. Remuneration: The fee includes planning, preliminary designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for

Signature of Bidder

Signature of EDC

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attending meetings with EDC/Clients/ visits to local authorities, etc. by the Consultant and or by their technical persons.

3.1.1. All payments shall be made in Indian currency only.

3.1.2. The Consultancy Fee: EDC agrees to pay the Architect firm/Consultant fees for the professional services to be rendered by them as herein above described at 2(I), II, III, & IV in clause - 2 "Scope of Work" of section-3.

3.1.3. The payment of fee to the Architect firm/consultant shall be restricted to the project cost. For the purpose of payment of fees, the project cost shall be lowest of the following:

3.1.3.1. The actual cost of the project on completion; or

3.1.3.2. DPR /preliminary cost approved by EDC/Client; or

3.1.3.3. Estimated cost of the project put to tender.

3.1.4. The actual completion cost of the project or DPR /preliminary cost approved by EDC/Client or Estimated cost of the project put to tender shall not include the following:

3.1.4.1. Cost of land, if any.

3.1.4.2. Payment to statutory bodies/local authorities/Green Building Certification Authorities/State/Central Government.

3.1.4.3. Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.

3.1.4.4. EDC agency charges.

3.1.4.5. Contingencies charges

3.1.4.6. Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid

3.1.4.7. Extra/substituted items, deviations (plus/minus)

3.2. The above fee at 3.1.2 is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by EDC for this purpose.

4. Mode of Payment:

4.1. Milestone payment schedule for various activities are as under:

Sr No	Milestone Achieved	Extent of Payment/ Percentage of Payable Fee
1	Preparation of Conceptual Project Report including Site (Layout) Plan of buildings and services, concept drawings of all buildings, Preliminary Estimate, giving Presentations on the schemes to EDC/client and incorporating modifications, if any, Obtaining its approval from EDC/client.	15%
2	Preparation of required drawings and approval from all local/ Statutory authorities, Preparation of Models/ Perspective views/ walkthrough etc.	15%
3	Preparation and Submission of all architectural drawings including Design basis report, finishing schedules, details of all services including MEP, IT, HVAC, Fire Fighting, Landscaping, Security etc. indicating complete scope, Obtaining its approval from EDC/client, if required. Submission of take-off sheets, complete Tender Documents including BoQ, Technical Specifications, List of recommended makes, Drawings, Analysis of rates, Detailed Estimate.	20%
4	Proof checking of structural design, internal and external utility services	10%
5	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed	20%
6	Balance after successful commissioning of the building/project and getting completion certificate from authorities	20%

4.2. Note: The part payment against above stages on part completion of required scope of work under a particular stage can be released as per decision of Engineer in-charge by mentioning the reasons for the same

4.3. All the payments due to the consultant shall be made online and no cheques/ draft shall be issued.

4.4. In case the project does not get sanctioned from clients, the consultant shall be paid a lump sum amount limited to Rs. 50,000 (fifty thousand) for the project value upto Rs. 50.00Cr and @0.01% of the project value above Rs. 50.00 Crs subject to the ceiling of Rs. 5 Lakhs.

5. Additions, Alterations and Variation:

- 5.1. EDC shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
- 5.2. No extra payment shall be made to Consultant by EDC on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.
- 5.3. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of EDC.
- 5.4. If the work in full or part is withdrawn from EDC by the Client, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only upto the stage for which the consultancy work has been completed subject to if it has been paid to EDC by Client and the consultant shall have no further claim whatsoever on this account on EDC/Client.
- 5.5. If any additional works are awarded by the client, and if EDC desires, the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant and the consultancy fee shall be calculated as per payments decided by EDC/Client and the consultant shall have no further claim whatsoever on this account of EDC/client.
- 5.6. Notwithstanding anything stated anywhere else, the milestone linked payment to the consultant as per table under Clause 4.0(i) shall be payable subject to the condition of project getting sanctioned from the clients only. However, in case the project is not sanctioned by the client, the payment liability of EDC to the consultant shall be limited to the extent as provided in the Clause 4.1 mentioned above and no claim, whatsoever of the consultant shall be admissible in this regard.

6. Taxes and duties

- 6.1. The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract.
- 6.2. The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.
- 6.3. Notwithstanding anything contained in clause 6.1 the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that EDC can avail credit of such tax, wherever applicable. The consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. EDC would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling EDC to avail input tax credit.
- 6.4. In case any law requires EDC to pay tax on the contract price on reverse charge basis, the amount of tax deposited by EDC would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
- 6.5. In case the consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to EDC showing the amount of tax, or has not uploaded the document in computerised tax network as per prevailing law, leading to non-availability of inputs credit of the tax to EDC, the amount equivalent to such tax shall be deducted from the contract price.
- 6.6. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- 6.7. Tax deduction at source, if any, shall be made by EDC as per law applicable from time to time from the amount payable to the consultant.
- 6.8. The consultant has to register himself in GST Act as per applicable law and submit the details as per annexure-XIII under Section-6.

7. Performance Security/ Guarantee

- 7.1. For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 45 (Forty five) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of EDC(India)Ltd. from a Nationalized/Scheduled Bank to the extent of 2% of the value of total consultancy fees of consultant (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.
- 7.2. The Bank Guarantee shall be in favour of EDC (India) Limited, payable at New Delhi. The Bank Guarantee should be (in the prescribed format of EDC as per Section-6) issued from any Nationalized Bank /Scheduled Bank.
- 7.3. It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 7.4. The performance security will be discharged by EDC and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to EDC and statutory bodies.
- 7.5. EDC 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 fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 7.6. Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to EDC before the expiry date of the Bank Guarantee originally furnished.
8. Retention Money
 - 8.1. 5% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.
 - 8.2. The retention money will be discharged by EDC and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to EDC and statutory bodies and after completion of Defect Liability Period of the Contractor.
 - 8.3. EDC 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 fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
9. Completion period:
 - 9.1. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
 - 9.2. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.
 - 9.3. Escalation/Price Variation: No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
10. Commencement of Work:
 - 10.1. The commencement of work will be considered from 10th day of issuance of LOA.
 - 10.2. beyond reasonable control of the consultant, the department may consider such delays favourably. The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies
11. Compensation for Delay:
 - 11.1. The time allowed for carrying out the work as specified in clause 9.0 (a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

- 11.2. The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to EDC for the completion of the works.
- 11.3. In case the Consultant fails to complete the work within the Contract period or extended period as 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. EDC shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.
12. Abandonment of Work:
- 12.1. That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, EDC may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by EDC.
- 12.2. If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, EDC shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
13. Termination:
- 13.1. EDC without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. EDC may make full use of all or any of the drawings prepared by the consultants.
- 13.2. In case due to any circumstances, EDC decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, provided equivalent payment is made by the client to EDC.
14. Number of Drawing Sets etc. and Copyright:
- 14.1. The Consultant shall supply free of charge to EDC, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.
- 14.1.1. Detail Project Reports with coloured drawings.
- 14.1.2. All the Drawings and estimates to be submitted to clients.
- 14.1.3. All working architectural drawings for all the components (Good for Construction Drawings).
- 14.1.4. Detailed estimates and rate analysis of all works.
- 14.1.5. Completion drawings and detailed documents.
- 14.1.6. Tender documents/tender drawings as per EDC requirements.
- 14.1.7. As built drawings after completion of project.
- 14.2. The Consultant shall supply free of charge to EDC all the estimates, details of quantities (BOQ), reports and any other details envisaged under this agreement, including architectural drawings as indicated above. Any extra sets of drawings, if required EDC shall be supplied at mutually agreed cost. All these drawings will become the property of EDC. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except EDC and authorized representative of EDC.
15. Determination or Rescission of Agreement:
- 15.1. EDC without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:
- 15.1.1. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the

creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.

- 15.1.2. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, EDC shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.
- 15.2. In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of EDC in this regard shall be final and binding on the consultant.
16. Responsibilities for Accuracy of Project Proposals
 - 16.1. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify EDC & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on EDC.
 - 16.2. The Consultant shall fully indemnify EDC from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
 - 16.3. EDC reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 "Mode of Payment".
17. Force Majeure Clause: Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of EDC and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to EDC by client.
18. Withholding and Lien of Payment: Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, EDC shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.
19. Jurisdiction: The agreement shall be governed by the Indian Law for the time being in force and the Courts in Delhi alone will have jurisdiction to deal with matter arising there from.
20. General:
 - 20.1. The scrutiny of the drawing, and designs by EDC's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
 - 20.2. The Architect firms/Consultant shall supply to EDC copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
 - 20.3. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against EDC in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
 - 20.4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep EDC indemnified all the times and shall bear the losses suffered by EDC in this regard.

- 20.5. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/ Client / EDC/Central Govt. or any other agency.
- 20.6. All designs and drawings shall be the property of EDC. The name and logo of EDC shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
- 20.7. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with EDC.
- 20.8. The consultant shall be required to sign an Agreement with EDC within 30-days of the receipt of LOA based on these terms & conditions.
- 20.9. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for EDC at that time.
21. Foreclosure of contract by EDC/ Owner: If at any time after the commencement of the work EDC 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.
22. Suspension of works:
- 22.1. 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:
- 22.1.1. On account of any default on part of the consultant, or
- 22.1.2. For proper execution of the works or part thereof for reason other than the default of the consultant, or
- 22.1.3. If the work is partly or fully abandoned/suspended by EDC/clients for any reasons
- 22.2. 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.
- 22.3. If the suspension is ordered for reasons 22.1.2 and 22.1.3 and in sub-Para 22.1 above, 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.
- 22.4. In the event of the consultant treating the suspension as an abandonment of the Contract by EDC, 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.

Section-4

CRITERIA AND EVALUATION (FOR TENDERS INVITED ON QUALITY AND COST BASED SYSTEM)

Section-4

CRITERIA AND EVALUATION

The detailed criteria for evaluation of tenders invited on Quality and Cost based system shall be as under:

1. Technical Evaluation:

1.1. Design Concept Presentation

- 1.1.1. To become eligible for Technical Evaluation, the bidder must meet the minimum eligibility criteria as prescribed in NIT. The bidders who qualify initial qualification criteria stated above shall be progressed to this stage. Under this stage, the bidders short listed after meeting the minimum eligibility criteria, shall be invited for participating in the design concept Competition by way of presentation before the Committee constituted for the purpose by EDC.
- 1.1.2. The Architect firm/Consultant shall bring Soft & hard copy of their Design concept and related details at the time of presentation. The concept design shall incorporate all the parameters as mentioned below under Evaluation Criteria. The time and venue for presentation will be intimated separately.
- 1.1.3. The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out.
- 1.1.4. The consultant shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.
- 1.1.5. Technical Committee may visit site executed by bidder and obtain remarks from Clients for all stages of works like design, statutory approval, structural competency, general behaviour with client, attentiveness,
- 1.1.6. The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

1.2. Evaluation Criteria of the Design Concept Presentation

A.	Master Planning & Zoning	20 Marks
1	Cost effective Site Utilization & Grouping of Functions, Economical design.	10
2	Site Orientation: Massing (Compactness) Circulation (integration), Landscape blending with existing profile	10
B	Design Concept Planning	40 Marks
1	Aesthetics, Green Building Features, Disaster resistant methods Technologies, Infrastructure for persons with disabilities.	10
2	Incorporation of Environmental Friendly and sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials and maximisation of retention of existing trees at site.	15
3	Principles of Life Cycle Cost and accomplished Advance/ Latest Technologies and innovative materials & Finishes (other than conventional Technologies/ materials) proposed to be used in the Project. The proposed Life Cycle Cost analysis and new technology (ies) should demonstrate the time and/or cost effectiveness	10
4	Innovative Modern and/or Contemporary, State of the Art Architectural features.	5
C.	Presentation	30 Marks
1	Knowledge of Building Bylaws and Statutory Requirement of respective local bodies/ Municipalities, etc for which the bidder should visit the site (s) before submission of Bid	15
2	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	15
D	Project Management Consultancy Works	10 Marks
.	1. List of Present Engineering Staff 2. List of Projected of similar value executed in last 5 year	

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	3. Clients feedback on execution, record of measurements and Running/Final Billing, reporting to Client.	
	Total Marks	100 Marks

- 1.2.1. The bidders securing 75% & above marks in Design Concept Presentation will qualify for Opening of Financial Bid.
- 1.2.2. Technical score of Design Concept Presentation shall be $St = \frac{\text{Total marks of bidder in Design Concept Presentation}}{\text{Total Marks}}$

Section-5

FORMATS & ANNEXURES

ANNEXURE – I

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 EDC. are genuine and true and nothing has been concealed.

3. I shall have no objection in case EDC verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case EDC demand so for verification.

4. That _____ (Name of the bidder) shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/E II dated 15.06.17 and any further revision at any later date during the entire tenancy of the contract.

Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing chartered accountant (in respect of bidder other than companies).

5. It is certified that all approved makes for each respective items to be used in the works are proposed by us Make in India(MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 or any subsequent revision. In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.

6. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EDC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.

7. I shall have no objection in case EDC 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 EDC receives said verification.

8. 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, EDC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

9. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by EDC. If this information is found incorrect, EDC at its discretion may disqualify / reject / terminate the bid/contract.

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Signature of EDC

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10 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 atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

ANNEXURE-II

ACCEPTANCE OF TENDER CONDITIONS

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

To
EDC (India) Limited,

Sub: Name of the work & NIT No.:

Sir,

1 This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

3 I/We have viewed and read the terms and conditions of EDC carefully. I/We have seen the following documents forming part of the tender document:

- a) Notice Inviting Tender/ EoI
- b) Quoting Sheet for Bidder
- c) General Conditions of Contract
- d) Special conditions of contract (SCC), if applicable
- e) Site Layout/Plan, Drawings if available
- f) Annexure-I to Annexure-XIII
- g) Corrigendum / Addendum / Other documents, if any.

4 I/we have attached the mandatory scanned documents such as cost of bid document and other documents as per Notice Inviting e-tender.

Yours faithfully,

(Signature of the bidder)
With rubber stamp

Dated _____

INTEGRITY PACT

BETWEEN

Entrepreneurship Development Center (EDC) hereinafter referred to as "The Principal" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as "The Bidder/Architect Firm/Consultant" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract)..... (hereinafter referred to as the

„Project"). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Architect Firm(s)/Consultant(s).

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

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

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

Section 1 – Commitments of the Principal

Obligations on Principal

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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Architect Firm(s)/ Consultant(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide

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to all Architect Firm(s)/ Consultant(s)/Bidder(s) the same information and will not provide to any Architect Firm(s)/ Consultant(s)/Bidder(s), confidential/additional information through which the Architect Firm(s)/ Consultant(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Architect Firm(s)/ Consultant(s) or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all Architect Firm(s)/Consultant(s)/Bidder(s) for the different Work Packages in the aforesaid Project.

(4) The Principal will disqualify from the tender process all Architect Firm(s)/ Consultant(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Architect Firm(s)/Consultant(s)

Obligations on Bidder(s)/Architect Firm(s)/ Consultant(s)

To accept and comply with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

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

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

(2) The Bidder(s) / Architect Firm(s)/ Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

(d) The Bidder(s)/Architect Firm(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Architect Firm(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

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

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

(f) The Bidder(s)/Architect Firm(s)/Consultant(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.

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

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

(5) The Bidder(s)/Architect Firm(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

(6) The Bidder(s)/Architect Firm(s)/Consultant(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.

(7) The Bidder(s)/Architect Firm(s)/Consultant(s), shall take the responsibility of the adoption of IP by its associate consultants also.

Section 3- Disqualification from tender process and/or exclusion from future contracts.

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Signature of EDC

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

(1) If the Bidder(s)/Architect Firm(s)/Consultant(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidder is entitled to disqualify the Bidder(s) /Architect Firm(s)/Consultant(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Architect Firm/Consultant from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.

(2) If the Architect Firm(s)/Consultant(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Architect Firm(s)/Consultant(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the consultant from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Architect Firm(s)/ Consultant(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4- Compensation for Damages

(1) If the Principal has disqualified the Bidder(s)/Architect Firm(s)/Consultant(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/ Architect Firm(s)/ Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Architect Firm(s)/Consultant(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

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

Section 5- Previous transgression

(1) The Bidder(s)/Architect Firm(s)/ Consultant(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Architect Firm(s)/ Consultant(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Architect Firm(s)/ Consultant(s) can be black listed in terms of Section 3 above.

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

Section 6- Independent External Monitor / Monitors

(1) The Principal may, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor may review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the Director, EDC. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Director, EDC.

(4) The Bidder(s) /Architect Firm(s)/ Consultant(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the consultant. The consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Architect Firm(s)/ Consultant(s) with confidentiality.

(5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the consultant.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other

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Signature of EDC

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relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, EDC within 4 to 6

weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, EDC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, EDC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, EDC.

(9) The word „Monitor“ means Independent External Monitor and includes both singular and plural forms.

(10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

(11) IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging

malafide on the part of any officer of the organisation should be looked into by the CVO of the concerned organisation.

(12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organisations.

(13) Issues like warranty / guarantee etc. should be outside the purview of IEMs.

(14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the commission.

Section 7 – Criminal charges against violating Bidder(s)/Architect Firm(s)/Consultant(s)/Associate consultant(s)

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

Section 8 – Duration of the Integrity Pact

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

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

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

Section 9 – Other provisions

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

(For & On behalf of the Principal)

(Office Seal)

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

(Office Seal)

Place _____

Date _____

Witness 1:

Signature of Bidder

Signature of EDC

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(Name & Address)

Witness 2:

(Name & Address)

Annexure-IV
GENERAL INFORMATION

	Name of Applicant/Company	
	Address for correspondence	
	Official e-mail for communication	
	Contact Person	
	Telephone Nos	
	Mobile	
	Type of Organization	
	a)An individual	
	b)A proprietary firm	
	c)A firm in partnership (Attach copy of Partnership)	
	d)A Limited Company (Attach copy of Article of Association)	
	e)Any other (mention the type)	
	Place and Year of Incorporation	
	Details of Registration of Proprietor/ Partners/ Directors with various Institutions	
	Name of Directors/Partners in the organization and their status along with their qualifications	
	Name(s) of the persons along with their qualification and designation, who is authorized to deal with EDC (Attach copy of power of Attorney)	
	Organization Chart of Key Personnel	
	Details of Awards/Appreciations supported with document to be submitted	
	Bank Details	Name: Account Number: IFS Code: Name & Address of the Branch: MICR Code:

Signature of Bidder with Seal

Annexure-VI

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

Tender for: -----

S No	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of the Work on completion	Value of TDS in case of Private Work	Reference and Page No of Documentary Proof of the detail missing in completion certificate

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.

2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Annexure-VII

Name of the Client:
 Address:
 Email:
 Phone no:

Dispatch No.....
 Date:.....

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS

Name of Consultant:-----

1	Name of work/project location	
2	Name and Address of Clients	
3	Agreement Amount	
4	Cost of work on Completion	
5	Date of Start	
6	Stipulated date of completion	
7	Actual date of completion	
8	Amount of compensation levied for delayed completion, if any	
9	Type of work :Residential/ Non-Residential Building	
10	Built UpArea of Residential Component	
11	Built Up Area of Non Residential Component	
12	Total Built Up Area (Residential + Non Residential)	
13	Maximum Height of any Building of this work	
14	Maximum no of storeys of any building of this work	

Performance report

	Performance parameters	Outstanding	Very Good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical Proficiency				
(e)	General behavior				

Date, Name & Designation,

Signature with Seal
 of the Issuing Authority

Annexure-VIII

PROFORMA FOR ON ROLL MANPOWER

S No	Manpower	Name of Employee	Designation	No. Of Years with the Company	Total Experience in years
1	Architects: B Arch with minimum 10 yrs of experience in the Consultancy (on roll).				
I					
II					
2	Architects: B Arch with minimum 04 yrs of experience in the Consultancy (on roll)				
I					
II					
3.	Structural Engineer:B. tech with 10 year experience or M.Tech with 5 year experience in structural Design (on roll)				
4.	Graduate Mechanical, Electrical, Plumbing (MEP) Engineer (on roll)				

- Attach Copies of CVs.
- Attach Copies of Qualification.
- Zero marks will be given if CVs and Certificates of Qualification are not found enclosed.

Signature of Bidder with Seal

Annexure-IX

Tender for: -----

DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 10 YEARS

S No	Name of work for which Experience Certificate has been submitted	Name of Client	Date and No. of Completion Certificate	Type of Work i.e Residential or Non Residential	No. of Basements	No. of Storey	Height of Building	Reference and Page No of Documentary Proof of the detail missing in completion certificate

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted along with the Completion Certificate.

Signature of Bidder with Seal

Annexure-X

Name of Bidder-----

TURN OVER FOR LAST THREE YEARS

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

		1 st FY	2 nd FY	3 rd FY	Average annual turnover (a+b+c)/3
		a	b	c	
(i)	Annual Turnover for the Financial Year (FY)				

Summary page of Profit & Loss Account of previous three Financial Years is to be enclosed.

Signature of Chartered Accountant with Seal

Signature of the Bidder with Seal

Annexure-XI

TDS DETAILS FOR PRIVATE SECTOR PROJECTS

S N o	Name of Work	Name of Client	Prpject Cost (Rs Cr)	Ref. No and Date of issue of Completion Certificate	Cost of the work on completion (Rs Cr)	Total consultancy fee for the project (Rs Lakhs)	Paymets received as per TDS (Rs Lakhs)	TDS corresp onding to the payme nts	Year wise TDS as per Form 26AS relating to the work

Note: Value of Work done will be considered commensurate with TDS Certificates

If multiple contracts are undertaken for the same client, details of TDS/Form 26AS mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML Format or Form-16A

Signature of Bidder with Seal

Signature of Chartered Accountant with Stamp and Membership Number

Annexure XII

Details of Associate Consultants

Sr No	Description	Details
1	Structural Consultant	
2	Façade Designer	
3	Interior Designer	
4	Electrical Consultant	
5	Plumbing & Fire Consultant	
6	Acoustic Consultant	
7	Traffic & Parking Consultant	
8	Environment Consultant	
9	Green Building Consultant	
10	Lighting Consultant	
11	HVAC Consultant	
12	Landscape Consultant	
13	Audio Visual Consultant	
14	IT System Consultant	
15	Consultant for any other special Work	

Signature of bidder with seal

Annexure -XIII

GST Registration Details

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

Signature of bidder with seal