

## **CENTRAL PUBLIC WORKS DEPARTMENT**

## **NOTICE INVITING BID**

Name of Work: Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.

Executive Engineer

Puducherry Central Division

CPWD, JIPMER, PUDUCHERRY

 Addition
 Nil

 Deletion
 Nil

 Correction
 Nil

 Overwriting
 Nil

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Certified that this Notice Inviting Bid contains page 1 to 97 (Ninety Seven) only.	

EE(E), PCED SE,CPWD, PCC EE, CPWD, PCD

Addition Nil...

Deletion Nil...

Correction Nil...

Overwriting Nil...

Name of Work: Comprehensive Architectural Consultancy services for	construction
of JIPMER Sedarapet campus at Sedarapet, Puducherry	
Part 1 PREQUALIFICATION & TECHNICAL BID	
	Addition Nil Deletion Nil
	Correction Nil Overwriting Nil

## **CENTRAL PUBLIC WORKS DEPARTMENT**

## **Notice Inviting e-Tenders**

The Executive Engineer, Puducherry Central Division, CPWD, Puducherry on behalf of President of India invites ONLINE Lumpsum bids from the eligible Consultants/Architectural Firms in Two Bid system for the following work:

Name of Work: Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.

NIT No. :	04/2019-20/SE/EE/PCD
Earnest Money :	Rs. 5,18,660/-
Period of Completion :	36 Weeks
Time & Date of Pre Bid Conference:	<mark>06.01.2</mark> 020 at 11:00 AM
Last date and time of Online submission of Technical	15.01.2020 at 3:00 PM
Bid : Part-1 (Initial Eligibility bid) & Financial bid,	
Original EMD, Scan Copy of Receipt for Deposition of	
Original EMD and other documents as specified in bid	
document :	
Time & Date of opening of Initial Eligibility Bid:	15.01.2020 at 3:30 PM
Time & Date of presentation of technical Bid:	27.01.2020 at 11:00 AM

The date and time of online opening of financial bid, after the finalization of Technical bids, shall be informed to the bidders by **Executive Engineer**, **Puducherry Central Division**, **CPWD**, **Puducherry**.

The Bid forms and other details can be obtained from the website <a href="www.tenderwizard.com/">www.tenderwizard.com/</a>
<a href="mailto:CPWD">CPWD</a> and <a href="www.eprocure.gov.in.">www.eprocure.gov.in.</a>

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Executive Engineer
Puducherry Central Division
CPWD, Puducherry

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

# INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR 'e-TENDERING' FORMING PART OF BID DOCUMENTS AND TO BE POSTED ON WEBSITE

(Applicable for inviting open bids)

The Executive Engineer, Puducherry Central Division, CPWD, Puducherry on behalf of President of India invites ONLINE Lumpsum bids from the eligible Consultants/Architectural Firms in Two Bid system for the following work:

SI.	NIT No.	Name of Work & Location	Earnest Money	Period of Completion of work	Last date and time of online submission of Bid:	Date and time for Online opening of Initial Eligibility Bid (Technical Bid: Part-1)	Time & date of Online opening of Financial bids
1	04/2019-20/SE/EE/PCD	Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry	Rs. 5,18,660/-	<mark>36 Weeks</mark>	Part-1 (Initial Eligibility bid) & Financial bid, Original EMD, Scan Copy of Receipt for Deposition of Original EMD and other documents as specified in bid document 15/01/20 at 3:00 PM	at 3:30 PM	through

1. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below. In case of works of private owners other than central/state Govt., Central/State autonomous undertakings, they shall submit T.D.S. certificates issued by respective clients and proof of statuary payments made by consultant including Service Tax, EPF and ESIC.

Consultant(s) who fulfill the following requirements shall be eligible for bidding. Joint ventures are not accepted. The Consultant(s) should have satisfactorily completed at least

(i) Three consultancy works of similar nature each involving 250 bedded specialty hospital and at least 9 (Type A/ super specialty as per NABH) operation theaters complying with all MCI/Indian Public Health Standards (IPHS), MoHFW norms and requirements

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OR

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

(ii) Two consultancy works of similar nature each involving 400 Bedded specialty hospital and at least 13 (Type A/ super specialty as per NABH) operation theaters complying with all MCI/Indian Public Health Standards (IPHS), MoHFW norms and requirements.

OR

(iii) One consultancy work of similar nature involving 500 Bedded specialty hospital and atleast 18 (Type A/ super specialty as per NABH) operation theaters complying with all MCI/Indian Public Health Standards (IPHS), MoHFW norms and requirements.

During the last Seven years ending previous day of last date of submission of bid.

"Consultancy works of similar nature" shall mean "Consultancy work of comprehensive architectural planning & designing of specialty Hospital buildings".

"Satisfactorily Completed Consultancy work" shall mean completion of consultancy work for the client. However, if consultant has been debarred/blacklisted by the client w.r.t such work, such work shall not be considered for bidder's eligibility.

"Specialty" shall mean as in general medical parlance only.

Bidder should not be debarred/ blacklisted by any Government department/organization/PSU on the last date of submission of bids.

- 2. The bidder should have an average annual Financial Turnover (Gross) on consultancy works of minimum Rs. 130 Lacs per annum during three consecutive years ending March 2019. At the time of submission of bid consultant/ contractor must upload affidavit/ certificate from CA mentioning financial turnover of last 3 years. Further details including copies of balance sheets can be demanded later on after opening of technical bids, so the bidders should keep them ready.
- 3. The bidder should not have incurred loss (profit after loss should be positive) in more than two years during last five consecutive financial years ending March 2019 dully certified by audited by CA.
- **4.** Bidder should have a solvency of Rs. 110.00 Lakhs.
- 5. The Consultant(s) should be registered with the council of Architecture or the consultant should have employed Architects registered with council of Architecture. The consultant(s) should have in-house architectural capabilities with minimum experience of 10 years or the consultant should have employed Architects with minimum experience of 10 years and on regular employment with the consultant for minimum 3 years.
- 6. A pre-bid conference shall be held in the office of 06.01.2020 at 11:00 AM in office of

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

**Superintending Engineer, Puducherry Central Circle, CPWD, Puducherry** for clarifications relating to the work or bid document, if any.

- 7. The intending Bidder must read the terms and conditions of the bid document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 8. This notice inviting Bid shall form a part of the contract document. The successful Bidder on acceptance of his Bid by the Accepting Authority shall sign the contract within 10 days from the stipulated date of start of the work.
- 9. Information and instructions for bidders posted on website shall form part of bid documents. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed, 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.tenderwizard.com/CPWD or www.eprocure.gov.in free of cost.
- **10.** Bids can only be submitted uploaded after registering with ITI limited for www.tendewizard.com.
- 11. Those Bidders not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website.
- **12.** The intending bidder must have valid **class-III** digital signature to submit the bid.
- 13. The bidder can deposit original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The bidder shall obtain the receipt of EMD from the concerned Executive Engineer in the prescribed format uploaded by NIT issuing Executive Engineer.
- 14. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand draft/ Pay order or Banker's Cheque/ Bank guarantee of any Scheduled Bank towards EMD in favour of Executive Engineer, Puducherry Central Division, CPWD, Puducherry, copy of receipt of original EMD and other documents specified in the NIT.
- On opening date, the Bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

**16.** Bidder can upload documents in the form of **JPG** format and **PDF** format.

17. Certificate of Financial Turnover: At the time of submission of bid, bidder should upload affidavit/ certificate from CA mentioning his Financial Turnover of last 3 years or for the period as specified in the bid document and in the format specified in this bid document. Further details if required shall be asked from the bidder after opening of technical bids.

There is no need to upload entire voluminous balance sheets.

**18.** Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures

appears in pink colour and the moment rate is entered, it turns sky blue.

19. In addition to this, while selecting any of the cells a warning appears that if any cell is left

blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall

be treated as "0" (ZERO).

However, if a tenderer quotes Nil / Zero rates against each item in item rate tender, the

tender shall be treated as invalid and will not be considered as lowest tenderer.

20. The Technical Bid Part - 1 i.e. Initial Eligibility bid shall be opened first on due date and time

as mentioned above. The time and date for opening of financial bid of the bidders qualifying

the Technical bid Part 1 & 2, shall be communicated to them at a later date through notice

on www.tenderwizard.com and email. Department hold no responsibility for failure of

bidders to note the date and time for opening of financial bid.

21. The department reserves the right to reject any prospective application without assigning

any reason and to restrict the list of qualifying bidder to any number deemed suitable by it,

if too many bids are received satisfying the laid down criterion.

22. List of Documents to be scanned and uploaded on www.tenderwizard.comwithin the

period of bid submission:

i) Treasury Challan/Demand Draft/Pay order or Banker's Cheque/Deposit at Call

Receipt/FDR/Bank Guarantee of any Scheduled Bank against **EMD.** 

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ii) Copy of Receipt for Deposition of original EMD issued from division office of any

Executive Engineer, CPWD.

iii) PAN number of the Company or Owner of Company in case of Sole Proprietor

Company.

- been obtained by the bidder. If not obtained the bidder is required to upload an undertaking that **GST Registration Certificate of the state in which work is to be taken up** shall be obtained with a one month time of date of award letter and he will be responsible for any lapse on GST and required before release of any payment by CPWD.
- v) Details on Company letter head of current contact address, phone no., mobile no. and e-mail ID of the bidder.
- vi) Documents in support of Initial Eligibility Bid in Letter of Transmittal, Form A, B, C &D as specified in section II of this bid document.
- **vii)** An affidavit that bidder has inspected the site for the work to be taken-up before submission of bids.
- viii) Financial Bid
- 23. The Initial Eligibility bid shall be evaluated only of that bidder who's above listed documents from S.No. (i) to (viii) are found uploaded in desired form and format. Bidders who fail to upload above document, fulfilling the conditions of NIT, their bid shall not be considered and shall stand rejected.
- 24. Consultants / Bidders should upload only the documents as per above list of documents. Bidders should not upload unnecessary details and documents which are not requested in this bid document like company broachers, documents and photos of non-eligible works, unrelated registration and appreciation letters to the firms. Such unnecessary document leads to confusion and difficulty in evaluation of bid of the bidder. Competent authority for accepting this bid reserves the right to reject bids which contains undesirable and uncalled documents.

Executive Engineer
Puducherry Central Division,
CPWD, Puducherry

## **Receipt of Deposition of Original EMD**

(Receipt No...../date....)

S.No.	Particular	Details
1	Name of work	Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry
2	NIT No.	04/2019-20/SE/EE/PCD
3	Amount of Earnest Money Deposit	Rs. 5,18,660/-
4	Last date of online submission of bid	15.01.20 <mark>20 at 3:00 PM</mark>

# Details to be filled by EMD Receiving officer of CPWD (EE/AE(P) / AAO)

SN	Particular	Details
1	Name of Consultant	
2	Form of EMD Received & its Details	
3	Amount of Earnest Money Deposit Received	
5	Date of submission of EMD	
6	Signature of EMD Receiving officer of CPWD with official Stamp	
7	Name of EMD Receiving officer of CPWD	
8	Designation of EMD Receiving officer of CPWD	

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Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

<sup>\*\* / #</sup> To be filled by EMD receiving EE/AE/AAO

#### **NOTICE INVITING BIDS**

The Executive Engineer, Puducherry Central Division, CPWD, Puducherry on behalf of the President of India, invites ONLINE Lumpsum "Bids" from the eligible Consultants/Architectural Firms in Two Bid system for the Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.

## **1.1 Project Brief**: Refer to section 1

- 1.2 For detailed scope of work, please refer to chapter "Scope of Work" Section-I of this Bid document.
- 1.3 The rough cost estimate for construction work of the project is approximately Rs.500 crores.
  This is however, merely given as a rough guidance.
- 1.4 The bid document consisting of terms and conditions of the contract to be complied with and other necessary documents can be seen on website <a href="https://www.tenderwizard.com/CPWD">www.tenderwizard.com/CPWD</a>.
- Agreement shall be drawn with the successful Bidder. Bidders shall quote his rates as per various terms and conditions of this bid document which shall form part of the agreement.
- The time schedule for carrying out the work will be 36 Weeks. However the consultant shall be associated with the project till Approval of submission Drawings by the Local bodies, and handing over of Approved drawings to EPC agency for preparation of Detailed Drawings or as decided by the engineer-in-charge.
- **1.7** The site for the work is available.
- Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt drawn in favour of Executive Engineer, Puducherry Central Division, CPWD, Puducherry, shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
- 1.9 The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD Receiving Executive Engineer, CPWD shall issue a receipt of deposition of EMD to the bidder in a prescribed format uploaded with this NIT. This receipt shall also be scanned and uploaded to the e-tendering website by the intending bidders upto the specified online bid submission date and time.
- 1.10 A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more after the last date of receipt of

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**online bids** which is to be scanned and uploaded by the intending bidders.

- 1.11 Copy of all the other documents as specified in the NIT shall also be scanned and uploaded to the e-Tendering website before the last date of submission of online bid.
- 1.12 Online bid documents submitted by intending bidders shall be opened only of those bidders whose EMD Deposited with any division office of CPWD and other documents scanned and uploaded are found in order.
- 1.16 The Technical bid submitted shall be opened at 15.01.2020 at 3:30 PM. Date and time for presentation of Technical bid part –II by the bidders qualifying/satisfying Technical bid part-I shall be on 27.01.2020 at 11:00AM. The venue shall be informed later on by email and fax. Date and time of opening of financial bid shall be informed later on www.tenderwizard.comand by email to bidders who qualified in Technical bid.
- **1.17** The bid submitted shall become invalid if:
  - (i) The bidder is found ineligible.
  - (ii) The bidder does not deposit the original EMD with Division office of any Executive Engineer, CPWD.
  - (iii) The bidders does not upload all the documents (including GST Registration) as stipulated in the bid document including the copy of receipt of deposition of original EMD.
  - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies (submitted physically by the successful bidder in the office of tender opening authority).
- 1.18 The Technical bid submitted shall be opened at 3.30 PM on 15.01.2020 at 3:30 PM.
- 1.19 The Technical Bid Part-1 i.e. initial eligibility criteria shall be evaluated first. Only those bidders who are short listed after evaluation of the documents/details submitted by them as above and with "Initial Eligibility Bid", will be asked to submit/present "Technical bid Part -2" at the notified time, date and place.
- 1.20 In the next stage, Financial bids of only those bidders who qualify the Technical Bids, will be opened.
- 1.21 The Bidder whose bid is accepted will be required to furnish **Performance Guarantee of 5%** (Five Percent) of the bid amount within 10 days of issue of letter of acceptance by the Engineer-in-Charge. This period can be further extended with late fee @ 0.1% per day of PG amount by the Engineer-in-Charge up to a maximum period of 5 days on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the

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satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the Bidder fails to deposit the said performance guarantee within the period, the Earnest Money deposited by the Bidder shall be forfeited automatically without any notice to the Bidder.

- 1.22 Intending Bidder's are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining, at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 1.23 The competent authority on behalf of the President of India does not bind itself to accept the bid of consultant who has obtained highest marks as per section III of this bid document and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.
- 1.24 Canvassing, whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable to rejection.
- 1.25 The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the Bidder shall be bound to perform the same at the rate quoted.
- 1.26 The Bidder shall not be permitted to Bid for works in the CPWD Circle (Division in case of

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

Bidder of Horticulture/ Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer, (both inclusive) Senior Architect to Architect (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the Bidder would render him liable to be removed from the approved list of Bidder of this Department.

- 1.27 No Architect/ Engineer of Gazette rank or other Gazette Officer employed in Engineering/Architecture or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Bidder for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the Bidder or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Bid or engagement in the Bidder's service.
- 1.28 The Bids (Technical as well as Financial Bid) for the works shall remain open for acceptance for a period of 90 Days from the date of opening of Technical Bids part -1. If any Bidder withdraws his Bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the Bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the Bidder shall not be allowed to participate in the re-bidding process of the work.
- 1.29 This notice inviting bid shall form a part of the contract document. The successful bidder /consultant, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - The Notice Inviting bid, all the documents of Technical Bid and Financial bid including additional terms and conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid, documents of Technical bid uploaded by bidder and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- 1.30 If any information furnished by the applicant is found incorrect/false at a later stage, he shall be liable to be debarred from the Bidding/taking up consultancy works in CPWD.

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Executive Engineer Puducherry Central Division CPWD, Puducherry

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

## **INTEGRITY PACT**

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To,
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Sub: NIT No 04/2019-20/SE/EE/PCD for the work Comprehensive Architectural
Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet,
Puducherry <mark>.</mark>
•
Dear Sir,
It is here by declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in Public procurement.
The Subject Notice Inviting Bid in an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of Bid documents, failing which the Bidder
will stand disqualified from the Biding process and the bid of the bidder would be summarily rejected.
This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.
Yours faithfully
Executive Engineer
Addition Nil Deletion Nil Correction Nil Overwriting Nil

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**INTEGRITY PACT** 

To,

Executive Engineer,

**Puducherry Central Division** 

CPWD, Puducherry

Sub: Comprehensive Architectural Consultancy services for construction of JIPMER

Sedarapet campus at Sedarapet, Puducherry

Dear Sir,

I/We acknowledge that CPWD is committed to follow the principles thereof as

enumerated in the Integrity Agreement enclosed with the Bid document.

I/We agree that the Notice Inviting Bid is an invitation to offer made on the condition

that I/We will sign the enclosed integrity Agreement, which is an integral part of Bid documents,

failing which I/We will stand disqualified from the Biding process. I/We acknowledge that THE

MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE

of this condition of the NIT.

I/We confirm acceptance and compliance 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 Bid is finally accepted by

CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in

the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity

Agreement, while submitting the Bid, CPWD shall have unqualified, absolute and unfettered right

to disqualify the Bidder and reject the Bid is accordance with terms and conditions of the Bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting ...... Nil.....

# To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CPWD.

## **INTEGRITY AGREEMENT**

This Integrity Agreement is made at on thisday of20
BETWEEN
President of India represented through Executive Engineer, Puducherry Central Division, CPWD, Puducherry (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
AND
Preamble
WHEREAS the Principal / Owner has floated the Tender (NIT No)  (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry".
AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).
AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.
NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:
Addition

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#### **Article 1: Commitment of the Principal/Owner**

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

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

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

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

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

## **Article 2: Commitment of the Bidder(s)/Consultant(s)**

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

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

- 2) The Bidder(s)/Consultant(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the Contract execution:
  - a) The Bidder(s)/Consultant (s) will not, directly or through any other person or firm, offer, promise or give to any ofthe Principal/Owner's employees involved in the Bid process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the Contract.
  - b) The Bidder(s)/Consultant (s) will not enter with other Bidder(s)/Consultant (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to strict competitiveness or to cartelize in the bidding process.
  - c) The **Bidder(s)/Consultant (s)** will not commit any offence under the relevant IPC/PC Act. Further the **Bidder(s)/Consultant(s)** will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a Bid but not both. Further, in cases where an agent participate in a Bid on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel Bid for the same item.
  - e) The **Bidder(s)/Consultant(s)** will, when presenting his bid, disclose (with each Bid as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The **Bidder(s)/Consultant(s)** will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

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

## **Article 3: Consequences of Breach**

- 1) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the Bidder/Consultant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
- 2) If the Bidder(s)/Consultant (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the bidder shall have powers to disqualify the Bidder(s)/Consultant(s) from the Bid process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 3) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s)/Consultant(s) from the Bid process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the **Bidder/Consultant**.

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

## **Article 4: Previous Transgression**

- 1) The Bidder/Consultant declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Bid process.
- 2) If the Bidder/Consultant makes incorrect statement on this subject, he can be disqualified from the Bid process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Consultant as deemed fit by the Principal/ Owner.
- 3) If the **Bidder/Consultant** can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

## Article 5: Equal Treatment of all Bidders/Consultants/Sub bidders

- 1) The **Bidder(s)/Consultant(s)** undertake(s) to demand from all sub bidders a commitment in conformity with this Integrity Pact. The **Bidder/Consultant** shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-bidders/sub-vendors.
- The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Consultants.
- 3) The Principal/Owner will disqualify **Bidders/Consultants**, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Bid or violate its provisions at any stage of the Bid process, from the Bid process.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

#### **Article 6- Duration of the Pact**

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

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

## **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Bid.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the **Bidder/Consultant** is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

## **Article 8- LEGAL AND PRIOR RIGHTS**

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

(For and on behal	f of Principal/Owner)
(For and on behal	f of Bidder/Bidder)
WITNESSES:	
1.	
	(signature, name and address)
2.	
	(signature, name and address)
Place: Puducherry	<b>y</b>
Dated :	

date first above mentioned in the presence of following witnesses:

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.

CONDITIONS OF CONTRACT		
Definitions	1.	The Contract means the documents forming the Bid and acceptance thereof and the formal the Consulting firm, together with the documents referred to therein including these conditions, the specifications, designs, 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.
	2.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
	(i)	The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
	(ii)	The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
	(iii)	The Bidder / Consulting firm/ Consultant shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
	(iv)	The <b>President</b> means the President of India and his successors.
	(v)	The <b>Engineer-in-charge</b> means the Engineer Officer from CPWD who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India.
	(vi)	Government or Government of India shall mean the President of India.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

	(vii)	The terms <b>Director General</b> includes Special / Additional Director
		General/Chief Engineer/Superintending Engineer
	(viii)	Accepting Authority shall mean the Superintending Engineer, Puducherry
		Central Circle, CPWD
	(ix)	Excepted Risk are risks due to riots (other than those on account of /
		Consulting firm's employees), war (whether declared or not) invasion,
		act of foreign enemies, hostilities, civil war, rebellion revolution,
		insurrection, military or usurped power, any acts of Government,
		damages from aircraft, acts of God, such as earthquake, lightening and
		unprecedented floods, and other causes over which the consulting firms
		has no control and accepted as such by the Accepting Authority or
		causes solely due to use or occupation by Government of the part of the
		works in respect of which a certificate of completion has been issued.
	(x)	Market Rate shall be the rate as decided by the Engineer-in-Charge on
		the basis of the cost of materials and manpower involved in the work is
		to be executed plus 15 (fifteen) percent towards all overheads and
		profits.
	(xi)	Department/Employer means CPWD which invites Bids on behalf of
		President of India.
	(xii)	Bid value means the Amount of Contract agreement as stipulated in the
		letter of award.
	(xiii)	Date of commencement of work: The date of commencement of work
		shall be 10 <sup>th</sup> day from the date of issue of letter of acceptance.
	(xiv)	Client – Client means, JIPMER, Puducherry or their representative.
	(xv)	Contractor/s- The agency appointed by CPWD for execution of
		construction works.
	Note	All Designations / Positions as defined above and elsewhere in this bid
		document may be changed, in future, by orders of Govt. of India which
		shall be applicable to this contract also.
Scope and	3.	Where the context so requires, words imparting the singular only also
Performance		include the plural and vice versa. Any reference to masculine gender
		shall whenever required include feminine gender and vice versa.
	4.	The consulting firms shall be furnished, free of cost one certified copy of
		the contract documents, except CPWD standard specifications, design
	1	

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

		codes (BIS, IRC, ASTM etc.) and such other printed and published
		documents, together with all drawings as may be forming part of the
		Bid papers. None of these documents shall be used for any purpose
		other than that of this contract.
Works to be	5.	The work to be carried out under the Contract shall, except as otherwise
carried out		provided in these conditions, include all technical expertise manpower,
		materials, tools, plants, equipment and transport which may be
		required in preparation of and for and in the full and entire execution
		and completion of the assigned works. The descriptions given in the
		professional fees shall, unless otherwise stated, be held to include
		wastage on materials, carriage and cartage, carrying and return of
		design calculation, discussions, visits and all other man powers
		necessary in and for the full and entire execution and completion of the
		work as aforesaid in accordance with good engineering practice and
		recognized principles as per the direction of Engineer-in-charge.
Sufficiency of	6.	The Consulting firms shall be deemed to have satisfied himself before
Bid		Biding as to the correctness and sufficiency of his Bid for the works and
		of the rate quoted in the Schedule of Professional fees, which rates and
		prices shall, except as otherwise provided, cover all his obligations
		under the Contract and all matters and things necessary for the proper
		completion and maintenance of the works.
Discrepancies	7.	The several documents forming the Contact are to be taken as mutually
Adjustment of		explanatory of one another, detailed drawings being followed in
Errors		preference to small scale drawing and figured dimensions in preference
		to scale and special conditions in preference to General Conditions.
	7.1	In the case of discrepancy between Specifications, Design Codes,
		Drawings, Manufacture Specifications, the following order of
		preference shall be observed:-
	(i)	Description of Scope of Work in contract document.
	(ii)	Particular Specification and Special Condition, if any, in contract
		document.
	(iii)	CPWD Specifications

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

AE(P)/EE(P)

	(iv)	Design Codes (Order of preference – BIS, IRC, IEC/IEEE, ASHRAE, ASTM,
		EV Codes, DIN Codes etc.)
	(v)	Manufacturers Specifications
	(vi)	As per direction of Engineer-in-charge.
	7.2	If there are varying or conflicting provisions made in any one document
		forming part of the contract, the Accepting Authority shall be the
		deciding authority with regard to the intention of the document and his
		decision shall be final and binding on the consulting firms.
	7.3	Any error in description or any omission there from shall not vitiate the
		Contract or release the Consulting firms from the execution of the
		whole or any part of the works comprised therein according to codes,
		specifications, and drawings or from any of his obligations under the
		contract.
Signing of	8.	The successful Bidder, on acceptance of his Bid by the Accepting
Contract		Authority, shall, within 10 days from the stipulated date of start of the
		work, sign the contract consisting of:-
	(i)	The notice inviting Bid, all the documents including drawings, if any,
		forming the Bid, issued at the time of invitation of Bid and acceptance
		thereof together with any correspondence leading thereto.
	(ii)	Contract Form.
	(iii)	No payment for the work done will be made unless contract is signed by
		the consulting firms.
		In case the maximum marks obtained as per Section-IV of this bid
		document by two or more Bidder are same, such Bidders will be asked
		to submit sealed revised financial offer in the form of letter mentioning
		amount of Bid including all sub sections/sub heads as the case may be,
		but the revised amount of bid quoted should not be higher than the
		amount quoted at the time of submission of Bid. The revised marks will
		be worked out on the basis of revised financial offers quoted by the
		bidders.
		In case any of such Bidders refuses to submit revised financial offer,
		then it shall be treated as withdrawal of his Bid before acceptance and
		50% of earnest money shall be forfeited. If the revised maximum marks
	<u> </u>	<u> </u>

Addition	. Nil
Deletion	. Nil
Correction	. Nil
Overwriting	. Nil

	of two more Bidders received after revised financial offer is again work
	out to be equal, the successful bidder, among such Bidders, shall be
	decided by draw of lots in the presence of SE, PCC, CPWD & Bidders
	who have obtained equal marks of their Bids. In case all the Bidders who
	have obtained same marks refuse to submit revised offers, then Bids are
	to be recalled after forfeiting 50% of EMD of each Bidder. Bidder(s),
	whose earnest money is forfeited because of non-submission of revised
	offer, shall not be allowed to participate in the re-Bidding process of the
	work.
10	The Bidder shall give a list of both gazetted and non-gazetted C.P.W.D.
	employees related to him.
11	The Bid for the work shall not be witnessed by a <b>Bidder or Consultant</b>
	who himself/themselves has/have Bided or who may and has/have
	Bided for the same work. Failure to observe this condition would
	render, Bids of the Bidder Bidding, as well as witnessing the Bid, liable
	to summary rejection.

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.

#### 1 SALIENT FEATURES OF THE WORK

Name of Work: Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.

- 1.1 The consultancy work under this bid shall involve Planning & Design of the following components:
  - 1. Master Planning of Entire campus. (Land Area: 50 acres)- Part 1
  - 2. Institute of Organ Transplantation- Part 2
  - 3. Institute of Trauma Care and rehabilitation- Part 3

Separate plans and separate DPR is to be prepared for each part with projected cost. DPR should include but not limited to the following:

Comprehensive design of the campus with scope for possible future expansion, landscaping, sewage.

Position of buildings, support services and approach roads, internal roads, conveyor belts, ramps and flyovers for interbuilding transports, escalators.

Plan of the buildings including microplanning of wards, operation theatres, laboratories, diagnostic services like CT, MRI, offices, supportive services like CSSD, laundry, kitchen, pneumatic chute systems, hospital information systems, PACS.

Electric, water and fire safety system plans. Patient and material support system planning.

Requirements for medical equipments will be primarily projected by the concerned departments and sections but the consultant has to list, summarise, make specifications, final installation location plan and include it as part of the DPR as turnkey proposal.

The DPR once executed, the plan of hospital and other facilities should be in a ready to occupy and start functioning condition. Manpower requirement is not in the scope of the DPR.

Buildings should have futuristic designs with good ergonomics standards. The new buildings are aimed to be signature buildings setting new standards in functionality, efficiency, energy and environmental responsive design innovation and creativity. The endeavor is for a building with minimum '4 STAR' GRIHA rating.

## 1.2 Project details

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	. Nil

## 1.2.1 Master Planning of Entire campus. (Land Area: 50 acres)- Part 1

- 1.2.1.1 Development works to be included shall consist of following (not exhaustive):
  - 1. Internal Roads
  - 2. Storm water drains
  - 3. Rainwater harvesting scheme
  - 4. Internal water supply network.
  - 5. Internal sewer system
  - 6. STP.
  - 7. Ground leveling & landscaping.
  - 8. Over head & underground water tanks, tube wells.
  - 9. Service trenches and service corridors.
  - 10. Compound, road, architectural and facade lighting.
  - 11. Internal electrical distribution network HT & LT including substations, switch yards, bus ducts, DG sets etc.
  - 12. Internal low voltage services including networking, IP CCTV, campus WiFi, IP EPABX, IPTV etc.
  - 13. Central fire fighting services.
  - 14. HVAC plant.
  - 15. Gas plant.
  - 16. Boiler plant for laundry, kitchen, CSSD etc.
  - 17. Mechanised kitchen services.
  - 18. SCADA system for monitoring and operation of services like electrical, HVAC, firefighting, water supply, gas plant, boilers etc.
- 1.2.1.2 Grouping of all building units shall be proposed by the consultant based on available FAR, functional synergy and ease, cost consideration and building foot print optimization. Consultant's proposal shall be examined by client and CPWD. The consultant shall incorporate modification in his proposal as per their advice for final approval of the design proposal.
- 1.2.1.3 Entire Campus shall be designed to meet with accessibility norms for differently abled persons.
- 1.2.1.4 All buildings shall comply with standards equivalent to Four (4) star GRIHA rating.
- 1.2.1.5 The campus so designed should be adaptable to modifications and utilizable according to the needs of the long term plan.
- 1.2.1.6 The development control rules are to be addressed and then taken into consideration while designing the building in the initial stage. The required internal & external services with minimum cost, minimum maintenance and

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

lowest consumption of energy, water & electricity should be envisaged for the campus.

- 1.2.1.7 The campus proposed to be developed should be amenable to latest systems of construction technologies for enabling repeatability and fast track Construction whilst keeping in mind green material usage and lower energy consumption in the proposed building.
- 1.2.1.8 Campus shall be designed in such a way that it will comply with NABH, NABL, NBC and Puducherry Planning Authority bye laws.
  - 1.2.1.9 The site is low lying. The site survey plan is available and copy of the site layout is attached. Approx 45% of site is below High Flood Level. The design of campus layout should be to ensure minimum cost of construction under these conditions.

## 1.2.2 Institute of Organ Transplantation- Part 2

## 1.2.2.1 **Proposed functions**

- Both deceased donor and live donor transplantation
- Act as centre for regional organ sharing, network, data collection and coordination
- It can act as a centre for advanced training and research

#### 1.2.2.2 Expected outcome

1100 corneal transplants, 730 kidney transplants, 360 liver transplants, 50 heart transplants, 20 lung transplants, 150 bone marrow transplants, 300 soft tissue, bone, hand, digits transplants- 2700 organ and tissue transplants per year overall

## 1.2.2.3 Proposed academic and research programs

Certified courses for 180 doctors, Certified courses for 360 nurses and 120 technicians per year, Other training courses, Basic and translational research, Regional transplant co-ordination.

## 1.2.2.4 Proposed hospital/clinical facilities/departments/divisions

- Division of transplant nephrology.
- Division of renal transplant surgery.
- Department of liver and visceral transplantation.

Addition	. Nil
Deletion	. Nil
Correction	. Nil
Overwriting	. Nil

- Department of heart and lung transplantation.
- Division of reconstructive transplantation.
- Division of stem cell transplantation.
- Division of transplant anesthesiology and critical care.
- Department of transfusion medicine, transplant biology and immunohematology.
- Division of eye bank and cornea transplantation.
- Division of organ and tissue banking.
- Division of radiology and imaging sciences.
- Division of transplant pathology.
- Division of transplant microbiology, laboratory services.
- Division of research.
- Office of organ and tissue transplant co-ordination.

## 1.2.2.5 Scope of diagnostic and laboratory services

Laboratory services including Pathology, Bio Chemistry and Microbiology, X-Ray, Sonography, ECG, Endoscopy, MRI, CT scan, DSA, Blood Bank and Transfusion Services, Pharmacy

## 1.2.2.6 Ancillary and support services

- 1. Clinical nutrition, Physiotherapy, Nursing Services, Medical Social wing.
- 2. Laundry services.
- 3. Security services.
- 4. Waste management including Biomedical Waste disposal by incinerator.
- 5. Ware housing/central store.
- 6. CSSD Sterilization and Disinfection.
- 7. Hospital Infection Control, Referral services,
- 8. Separate system for STP & ETP with proper drainage & recycling of treated effluent, Bio medical waste etc.
- 9. Comprehensive medical alert and nurse call system.
- 10. Pneumatic chute to transport samples and records.
- 11. Lifts/ conveyor belts for patient and material transport.
- 12. Water supply & Sewer network.
- 13. Medical Gas System.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

- 14. Maintenance and repair (Electric, HVAC, Biomedical).
- 15. Electric distribution system with full selectivity, redundancy for critical areas, full building load under DG backup and critical loads under centralized online UPS system.
- 16. Heating, ventilation and air-conditioning,
- 17. Refrigeration.
- 18. Networking, Building WiFi, CCTV, Access control, IP EPABX, IPTV etc,
- 19. Integrated Building Management System.
- 20. 500 seater Auditorium with proper accoustics, stage lighting, projection etc.
- 21. 2 nos 100 seater mini auditorium with proper acoustics, projection etc.
- 22. Furniture layout and specifications.
- 23. Equipment layout and specifications.

#### 1.2.2.7 Administrative services

Hospital information system incorporating PACS and Administrative management system including e-office, Finance, Medical records (Provision should be made for computerized medical records with anti-virus facilities whereas alternate records should also be maintained, Procurement, Personnel, Housekeeping and Sanitation, Education and training, Inventory Management, Hospital Information System, Grievances redressal Services, Queue Management Services registration process system, Report Management System.

## 1.2.2.8 Basic structure proposed

- Maximum available height as per local bye laws should be utilized to minimize the ground coverage.
- 300 general beds, 50 ICU and 50 HDU beds- total 400 bed strength
- 14 operation theatres

## • Staff pattern

0	Faculty	102
0	Resident doctors	224
0	Nursing and allied staff	612
0	Accessory staff	424

Note: The above basic structure is only for reference. Actual requirements shall be selected as per design.

#### 1.2.3 Institute of Trauma Care and rehabilitation- Part 3

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

## 1.2.3.1 Proposed functions

- Provide prompt and state of the art care to all trauma victims.
- Act as a center for training and development of manpower & resources, keeping in mind the ever increase in demands in the coming times.
- Act as a center for collection of all trauma related data. This will help in better understanding the region specific epidemiology of trauma.
- Act as a nodal center for research to improve outcomes and devising protocols in management of trauma patients, and Disaster management.
- Act as a nodal center for Rehabilitation of trauma victims, and their reintegration into the society.
- Act as a nodal center for devising and implementing trauma prevention programs.

#### 1.2.3.2 Expected outcome/ Benefits:

- Dedicated manpower specially trained in trauma care
- Trauma bays and team based approach
- Equipped to handle Disaster situations
- All facilities relating to trauma, critical care and rehabilitation under one roof.
- Grief counselling, psychological support and Organ harvesting
- Air ambulance capability, for rapid transfer of patients and organs
- Manpower training and research

## 1.2.3.3 Proposed hospital/clinical facilities/departments/divisions

- 1. Emergency Medicine
- 2. Department of Intensive care
- 3. Anaesthesiology
- 4. Neuroanaesthesia
- 5. Neurosurgery
- 6. Lab Medicine
- 7. Radiology including interventional radiology
- 8. Trauma Surgery (General) Surgery

- 9. Orthopedics
- 10. Plastic Surgery
- 11. Rehabilitation Medicine and Physiotherapy
- 12. Nursing
- 13. Dietary Services
- 14. Psychiatry and clinical Psychology
- 15. Oral & maxillofacial surgery (Dental)
- 16. Gynecology
- 17. Transfusion medicine
- 18. Telemedicine

## 1.2.3.4 Scope of diagnostic and laboratory services

Laboratory services including Pathology, Bio Chemistry and Microbiology, X-Ray, Sonography, ECG, Echo, MRI, CT scan, DSA, Blood Bank and Transfusion Services, Pharmacy.

## 1.2.3.5 Ancillary and support services

- 1. Clinical nutrition, Physiotherapy, Nursing Services, Medical Social wing.
- 2. Laundry services.
- 3. Security services.
- 4. Waste management including Biomedical Waste.
- 5. Ware housing/central store.
- 6. CSSD Sterilization and Disinfection.
- 7. Hospital Infection Control, Referral services,
- 8. Separate system for STP & ETP with proper drainage & recycling of treated effluent, Bio medical waste etc.
- 9. Comprehensive medical alert and nurse call system.
- 10. Pneumatic chute to transport samples and records.
- 11. Lifts/ conveyor belts for patient and material transport.
- 12. Water supply and sewer system.
- 13. Medical Gas System.
- 14. Maintenance and repair (Electric, HVAC, Biomedical).
- 15. Electric distribution system with full selectivity, redundancy for critical areas, full building load under DG backup and critical loads under centralized online UPS system.
- 16. Heating, ventilation and air-conditioning,

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

- 17. Refrigeration.
- 18. Networking, Building WiFi, CCTV, Access control, IP EPABX, IPTV etc,
- 19. Integrated Building Management System.
- 20. Furniture layout and specifications.
- 21. Equipment layout and specifications.

#### 1.2.3.6 Administrative services

Hospital information system incorporating PACS and Administrative management system including e-office, Finance, Medical records (Provision should be made for computerized medical records with anti-virus facilities whereas alternate records should also be maintained, Procurement, Personnel, Housekeeping and Sanitation, Education and training, Inventory Management, Hospital Information System, Grievances redressal Services, Queue Management Services registration process system, Report Management System

## 1.2.3.7 Basic structure proposed

- Maximum available height as per local bye laws should be utilized to minimize the ground coverage.
- 175 general beds, 50 ICU and 10 HDU, 15 Resuscitation Bays, total 250 bed strength.
- 8 operation theatres (2 resuscitation OT's on ground floor & 6 modular OT's on First Floor)
- Helipad for Air-ambulance

### Staff pattern

•	Faculty	60
•	Resident doctors	100
•	Nursing and allied staff	900
•	Accessory staff	300

Note: The above basic structure is only for reference. Actual requirements shall be selected as per design.

## 1.2.3.7 Air Ambulance Facility

JIPMER is not going to purchase air ambulance (helicopter). JIPMER will coordinate with agencies who are experts in providing air ambulance

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	. Nil

(helicopter). JIPMER will pay to the agency for providing the service. JIPMER will provide infrastructure (Advanced Trauma Centre), Equipment, Manpower (Trauma care Specialists, Paramedical Staff) and Place for helipad.

#### 1.3 Location:

The location of the proposed campus is **Sedarapet, Puducherry** which is approx 10 km from existing JIPMER campus.

# 2 SCOPE OF CONSULTANCY JOB

#### 2.1 General

#### 2.1.1 **Brief Scope of Job**

- a. The consultant(s) shall provide comprehensive consultancy services covering Master planning & design of whole campus having approx land area of 50 acres. The projects should be planned in such a way that land is left out for future expansion of two more institutes of similar nature as well without affecting the architectural flexibility of the proposed buildings.
- b. Comprehensive design and drawings of two institutes namely 1) Institute of Organ transplantation and 2) Institute of Trauma care and Rehabilitation for architectural, Interior, Structural, MEP, HVAC designs, passenger lifts & service lifts, Firefighting, Fire Alarm systems, LAN & WiFi, IT (Server, PC etc.), Call Bell System, VoIP Telephony, IPTV, CCTV, Access Control System, IBMS, UPS, Medical gas system, Audio Visual Requirements, Acoustic designs etc.,
- c. Planning should be in such a way that common facilities like CT scan, MRI scan, laboratories etc. are planned for utilization of both the institutes.
- d. Comprehensive design and drawings for External civil & electrical services, Power supply and distribution including Substation, HT/ LT Electrical panels, DG sets, HVAC, Fire fighting, Medical gas etc including integration and/or augmentation with the building services and any other design inputs for finalization of the project.
- e. External Development work, Landscaping & Horticulture, Furniture, Drainage network, Water supply (Dual) and solid waste management with waste water recycling, water conservation and rain water harvesting.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

- f. Solar Water Heating System for required capacity. Solar power generation as per requirement for GRIHA rating.
- g. This scope of work shall also include preparation & finalization of detailed project report, detailed tender drawings including specifications of all items, submission drawings for local body & necessary modifications as per the observation of local body authorities & handing over final set of approve drawings in desired format.
- h. The scope of work also includes designing of all services mentioning in para 1. Preparation of design basis report along with silent features of the services with quantification & conceptual drawings required for preparation of detailed and shop drawings for execution of work.
- i. The consultant shall be associated approval of detailed drawings by local body and Environmental Impact Assessment approval whichever is later. However, there will be no bar for the Executing agency under EPC mode to approach the consultant for appointment as comprehensive architectural, structural and service consultant under his own scope of work for development of the detailed design, detailed drawings, working drawings and further till completion drawings till completion of the project.

# 2.1.2 **Design Philosophy:** Design philosophy should cover at least the followings

- a. To cater for different functional requirements of user, with creative indoor spaces, surroundings, better circulation and flexibility in space planning.
- b. Consultant will submit write up on new construction technology to reduce time/cost of project if proposed to be adopted in the project. This will be first step after site visit of consultant.
- c. Integrated designs of Electrical, Mechanical and other services with structural system and construction methodology with low maintenance.
- d. Climate responsive Architecture with integration of daylight and electric light, thermal comfort, ventilation and highest performance standards for work space efficiency.
- e. Use of low embodied energy materials and local/reused materials and consideration of green building principles.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

- f. Development of surrounding, Roads, footpaths, streetlights, Boundary wall, traffic circulation with site terrain consideration and Horticulture with indigenous vegetation plantation, etc.
- g. In addition to above, salient features of the buildings shall also include the Green Building provisions and any other item required to make the building functional as per NBC and to achieve the required GRIHA Rating
- h. The building(s) proposed to be developed should be amenable to latest systems of construction technologies for enabling repeatability and fast track and ease in construction, keeping in mind a lower embodied energy of material and lower energy consumption in the proposed complex.
- i. The Master plan of campus and detailed design of buildings should meet requirement of GRIHA rating and provisions for conservation of energy and water through energy efficient & water conservation design features and specifications.

# 2.2 Master Planning and design of Campus

- 2.2.1 Interact with Department / Client and assess the exact requirement of Department / Client for preparation of concept and comprehensive Master plan of entire campus (Area 50 Acre approx). The master plan shall incorporate following minimum provisions for the entire campus:
  - a. Initial Digital Topography survey of the campus including contour plan, details of existing structures/features within the campus boundary and within 50m outside campus boundary and all relevant survey data required for master planning of the campus.
  - b. Layout of buildings proposed. He will also propose plinth area and building that can be constructed based on permissible FAR and other local body and latest NBC.
  - c. Layout, design & drawing of internal roads/walkways/ footpaths/street lights
  - d. Layout, design & drawings of all Civil and Electrical Services like telephone line, Optical Fibre Cable etc, Amenities like shopping centre, bank etc.
  - e. Layout, design & drawing landscaped bodies i.e. playgrounds, drainage, water body, gardens, planters etc.

 Addition
 Nil

 Deletion
 Nil

 Correction
 Nil

 Overwriting
 Nil

- f. Digital Topography survey of the campus to layout and mark the structures/units at site as per approved Master plan. The survey should mark grids and location of units/structures, Roads, Electricity Lines, Water Sewer lines Manholes Boundary, Encroachment etc, physically at site.
- g. Horticulture details i.e. details of plants/trees proposed and location thereof.

# 2.2.2 Buildings proposed for Construction:

S.No.	Description	Nos.
1	Institute of Organ transplantation	1
2	Institute of trauma care and rehabilitation	1
3	All essential and desirable services as per 1.2.1.1.	As per design

- 2.2.3 A detailed document for the concept planning for preparation of Master plan and Layout Plan shall be prepared with best practices available in the global market.
- 2.2.4 The Consultant shall prepare the plan as per the local Bye Laws. The planning shall be carried in the terms of specifications of latest additions of Bureau of Indian Standards (BIS) Codes, National Building Code and CPWD Disability Act Guidelines and in compliance to various other approvals in India.
- 2.2.5 Carry out site evaluation and prepare site zoning and to propose various options for layout of the proposed buildings, their linkages in consultation with Department / Client etc.
- 2.2.6 Preparation of plans to be in 1:500 or any other scale as per prior approval of the Engineer-in-Charge.
- 2.2.7 The Master plan should possess features and forms of proposed buildings and other feature of the campus to express ethos of JIPMER and should present a unique identity to the campus. It should also incorporate local architectural features, materials, art and culture in the proposed design.

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

- 2.2.8 The master plan should be cost effective in construction cost.
- 2.2.9 The master plan should gel with local topographical features and climatic conditions of the site.
- 2.2.10 The master plan should incorporate features for conservation of water and energy in the campus and recycling of available resources.
- 2.2.11 The master plan should be such that it facilitates smooth and easy interaction between different functional zones/units of the campus.

# 2.3 Architectural Planning and design

- 2.3.1 Interact with Department / Client and assess the exact requirement of Department / Client for different building blocks for complete Architectural Design of Institute of Organ transplant and Trauma care Structures.
- 2.3.2 The Architectural & Interior plans/designs shall incorporate/meet following minimum provisions:
  - (i) Meet the functional needs including requisite capacity of occupation.
  - (ii) Planning of all civil and electrical services including firefighting and air conditioning, acoustics, interiors, furniture etc.
  - (iii) Should be energy efficient and comply with GRIHA norms.
  - (iv) Should be NABH and NABL compliant.
  - (v) Should possess features and forms of proposed buildings and other feature of the campus to express ethos of JIPMER and should present a unique identity to the institute campus.
  - (vi) Should also incorporate local architectural features, materials, art and culture in the proposed design.
  - (vii) Should be cost effective in construction cost.
  - (viii) Should be gel with local topographical features and climatic conditions of the site
  - (ix) Should have provision for recycling of water, wastes and available resources.
- 2.3.3 The Consultant shall prepare the drawings as per the local Bye Laws and NBC

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

norms.

- 2.3.4 The architectural design shall be carried in the terms of specifications of latest additions of CPWD norms, National Building Code norms, BIS Codes and CPWD Disability Act Guidelines etc.
- 2.3.5 Preparation of Building wise Floor plans to be in 1: 200 or 1: 100 or any other scale as per prior approval of the Engineer-in-Charge.
- 2.3.6 Preparation of Elevations and Sections.
- 2.3.7 Preparation of Typical details in 1: 50 or any other scale as per prior approval of the Engineer-in-Charge.
- 2.4 Energy Efficiency Requirements: The required internal & external services with minimum cost, minimum maintenance and lowest consumption of energy, water & electricity should be envisaged for the building. Usage of Sustainable Planning criteria to develop a green building so as to comply with standards equivalent to the required GRIHA rated building. The buildings will set new standards in energy efficiency adapted to the composite climate. They shall integrate energy conservation, enable water and waste recycling, and reduce embodied energy to achieve life cycle advantages. The building proposed to be developed should be amenable to latest systems of construction technologies for enabling repeatability and fast track Construction whilst keeping in mind a green material usage and lower energy consumption in the building.

# 2.5 Services and Miscellaneous works

- 2.5.1 Design and drawings of all the services (as per requirement of the building) like water supply/plumbing sanitary design, sewerage system, rain water drainage & conservation, disabled friendly corridors, Signage, Landscaping, Fire Alarm & fire fighting, LAN wiring, HVAC, Projector & Multimedia, Stage lighting, public address & sound system, Lifts, Exterior and interior lighting Internal Electrical Installation, Electric substation, Power supply & Distribution system, DG Set for essential load, acoustics, furniture & furnishing, stage work, energy efficient building design, disable friendly building design, CCTV system etc. and all essential services required for Hospitals for its Operation and satisfactorily completion of project and getting necessary approvals from Department/Clients/local bodies/Proof consultants, wherever required.
- 2.5.2 The required internal and external services have to be planned with economical cost,

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

minimum maintenance and lowest consumption of energy, water & electricity.

# 2.6 Models and Animated Walk through

- 2.6.1 Preparation of Model(s) to scale 1:200 for each building proposed.
- 2.6.2 Preparation of colored 3D views as per requirement of client department.

2.6.3 Preparation of preliminary BIM model for the campus and all buildings incorporating the various services.

# 2.7 Approval From local Authorities

- 2.7.1 The consultant shall prepare and submit drawings as per rules so that they Comply all necessary requirement for preparation of all submission drawings (any numbers) / materials and models according to size/scale for statutory approval to the local authorities.
- 2.7.2 The consultant shall note that the drawings shall be required to obtain, if necessary, all statutory approval as per rules hence they should **not violate** any of the prevailing Building Bye Laws and have all information required for Preparation of all submission drawings (any numbers)/ materials and models for these approvals.
- 2.7.3 All preliminary statutory and local bodies approval (like initial PPA approval, initial fire NOC and EIA study & approval) shall be taken by the consultant after approval of DPR. All statutory payments required for these approvals from local authorities shall be made by the Client/CPWD. (PPA means Pondicherry Planning Authority, EIA means Environmental Impact Assessment)

# 2.8 Specifications

- 2.8.1 Submission of details of doors, windows, civil and electrical fittings & fixtures, flooring types & patterns, painting details and other finishing item details.
- 2.8.2 Submission of Technical Specification for civil works, electrical works / services/ equipments, furniture, furnishing etc. for all items.

# 2.9 Estimate and Costing

2.9.1 Preparation of Preliminary Project cost estimate(s) for the entire scope, Civil Services/Electrical Services/ IT Services/Hospital Services/ Furniture/ Landscaping etc., based on Latest CPWD Delhi Schedule of Rates (DSR) on the prescribed format of the

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

project involved based on applicable Plinth Area Rates and analysis of rates, quotations for Market Rates of various items, specifications etc for non-schedule items as per the prescribed format of CPWD for formal approval.

2.9.2 Consultant shall modify Preliminary estimates/DPR submitted by him, as per direction of Engineer-in-Charge till it is approved by competent authority.

# 2.10 Soil Investigation

Preliminary Soil Investigation Report is enclosed with this NIT. However the Consultant should visit the site and satisfy himself about the soil conditions for the proposed systems if required for their feasibility.

#### 2.11 Bidding / Justification

- 2.11.1 The CPWD shall prepare the bid documents along with schedule of quantities, specifications, and special conditions etc. for call of Bids for execution of work in suitable packages to be decided by the Department in EPC mode. The document shall be prepared by CPWD to ensure transparent and competitive bidding as per latest CPWD guidelines. Consultant shall provide any input required for EPC BID, as per direction of Engineer-in-Charge for approval by the competent authority.
- 2.11.2 The consultant shall assist the Department in preparation of Specification including supplying of current market rate quotations, where ever necessary and also analyses of rates for all items for Non Scheduled items Proposed in the Detailed Project Report.
- 2.12 Right to use of drawings & design: The consultant will hand over all the final drawings approved by client and local body in hard and soft copy in desired format. The consultant shall submit hard at least six sets of all drawings duly bounded. The soft copy of all drawings and designs in DVD in AutoCAD & excel format as well as in PDF format and in any other format in which it can be edited & reused. The department will have full right to use these drawings for its intended purpose, modifications and alterations and developing further through EPC agency by Architect/ Consultant of his choice or any other Architect/ Consultant if required and to reuse at any other location by the department.
- 2.13 Environmental Impact Assessment shall be carried out by the consultant by engaging empanelled agencies. The statutory fees shall be paid by CPWD. The scope of work includes EIA clearance for which no extra cost shall be paid. The EIA clearance shall be taken after approval of DPR.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

#### **SECTION-II TECHNICAL BID (PART 1)**

# **Initial Criteria for Eligibility**

#### 1.1 General:

- 1.2 Letter of transmittal and forms for deciding eligibility are given in this Section- II. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as "not applicable". The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3 The Bid should be type-written. The Bidder should sign each page of the application.
- Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the consultant, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or Director of Firm or his authorized signatory.
- The Bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
- 1.7 The department reserves the right to verify the credential submitted in respect of initial eligibility criteria before opening of Technical Bid.
- 1.8 Any information furnished by the Bidder found to be incorrect either immediately or at a later date, then the present bids would be cancelled & amount due to bidder /PG/SD shall be forfeited & this false information would render him liable to be debarred from Bidding/taking up of work in CPWD.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

#### 2.1 Definitions:

In this document the following words and expressions have the meaning hereby assigned to them.

- **2.2** "Year" means "Financial Year" unless stated otherwise.
- 2.3 Employer means the President of India, acting through the Executive Engineer, Puducherry Central Division, Puducherry.

# 3.1 Method of application:

- **3.2** If the Bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.3 If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm with their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the Bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

# 4.0 Final decision making authority.

The employer reserves the right to accept or reject any Bid and to annul the process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidder.

# 5.0 Particulars provisional

The particulars of the work given in **Section-I** are provisional. They are liable to change and must be considered only as advance information to assist the Bidder/Consultant.

# 6.0 Site visit

The Bidder is advised to visit the site of work, at his own cost, and examine it and its

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment including bye- laws and formalities required for getting various NOCs and approvals at various stages of work.

# 7.0 Technical Bid (Part-1):Initial Criteria for Eligibility:

Eligibility conditions shall be as per "Information and instructions for bidders for e tendering".

#### 8.0 Engagement of Associate Sub Consultant

Due to non- availability of in-house consultancy for any other component except Architects, the consultant can hire/engage sub consultant with the prior approval of the **Superintending Engineer**, **Puducherry Central Circle**, **CPWD**, **Puducherry**. The sub-consultants /firms for the each component should have completed one work of 80% cost of the particular component or two works of costing 60% of the particular component or three works of 40% of the particular component during the last 7 years. The cost of sub-component as assessed by Engineer-in-Charge shall be final. However the consultant shall submit detailed calculations to Engineer-in-Charge for working out the cost. The department reserves the right to reject any sub consultant /firm proposed to be engaged by the consultant without assigning any reason.

In such cases, Consultant shall submit a new list of sub consultants to Engineer-in-charge for approval of competent authority. Consultant shall submit details of sub-consultant also in form A to D of this section to the department for consideration and approval, after award of work. The consultant shall submit the following willingness certificate from the proposed associate consultant:

" I/We hereby give my/our willingness to work as sub consultant/associate consultant with consultant M/s ............. (Name of Consultant) for ....... (field of specialization for which sub consultant is being associated) for ..... (Name of work).

I/We will execute the work as per terms and conditions of the agreement...... (agreement number of main consultant for this work) between M/s ......(name of main consultant) and CPWD and as per directions of Engineer-in-charge.

I/we will also employ full time technically qualified professionals as required for the work."

9.0 The Architect should have his own office in India for proper and timely execution of work and set up his local office in **Puducherry** during execution. However no allowance for his visits and stay in Puducherry shall be paid to the consultant by the department/ client.

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

#### 10.0 Financial information

Bidder should furnish the following financial information:

Annual financial statement for the last five consecutive years ending on 31.03.2019 in (Form "A").

11.0 Experience in works highlighting experience in similar works

# 11.1 Bidder should furnish the following:

- (a) List of all works of similar nature successfully completed during the last seven years in (Form "B").
- (b) Performance report of consultancy services rendered by the consultant referred in Form-B (Form-"C").
- 12.0 Particulars of completed works and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer / Engineer-In charge/or equivalent of the clients should be furnished separately for each similar work completed in Form "C".

For Authenticity of certificate in Form "C" issued by the private owners, TDS certificate must be submitted. Performance certificate must be from client only with whom consultant had contract agreement.

The department reserves the right to inspect & verify the details.

# 13.0 Organization information

Bidder is required to submit the information in respect of his organization in Forms D",

#### 14.0 Letter of transmittal

The Bidder should submit the letter of transmittal for submission of Technical Bid part-1 as per the format given in this bid document.

# 15.0 EVALUATION CRITERIA FOR FIRST STAGE PRE-QUALIFICATION

- 15.1 The details submitted by the bidder will be evaluated in the following manner:
- 15.1.1 The Initial Criteria for Eligibility prescribed above will first be scrutinized and bidders initial eligibility for the consultancy work will be determined.
- 15.1.2 The Bidders to qualify the initial minimum criteria as set out above will be evaluated for following attributes by scoring method on the basis of details furnished by them.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

Criteria	Attributes			Maximum	
No.				Marks	
A.	a) Financial strengtl	n		30	
	Average Annual Tur	nover			
	(i) 60% marks for m	inimum eligibility cr	iteria as defined is Para 7.0		
	based on details in F	orm-A			
	(ii) 100% marks for tv	vice the minimum e	ligibility criteria or more.		
	In between (i) & (ii)	on pro rata basis.			
B.	Experience in similar class of works				
	(i) 60% marks for minimum initial eligibility criteria as defined in			50	
	para 7.0 based on de	7.0 based on details in Form-B			
	(ii) 100% marks for t				
	more				
	In between (i) & (ii)	between (i) & (ii) on pro rata basis.			
C.	Performance of w	orks (Quality) bas	sed on Form-C for similar	20	
	works considered in	ks considered in scoring of Criteria B above			
		Marks per work	(Note : Average of marks		
	Outstanding	20	on performance of work,		
	Very Good	16	for all works considered		
	Good/Satisfactory	12	for scoring in criteria B		
	Poor/No Report	0	above shall be taken)		
			TOTAL	100	

- 15.1.3 To pre-qualify, the Bidder must secure atleast Fifty percent marks (50%) in each of the above criteria i.e. (A), (B) & (C) and Sixty percent (60%) Marks in aggregate. The department however reserves the right to restrict the list of such qualified firms to any number deemed suitable by it if adequate bids with high scores are available.
- 15.1.4 Even though any Bidder may satisfy the above requirements, he would be liable to disqualification if he has:

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(a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

Addition	. Nil
Deletion	. Nil
Correction	. Nil
Overwriting	Nil

- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
- 15.1.5 At any time before the submission of bids, the Department may, for any reason, whether at its own initiative or in response to queries raised by prospective bidders during Pre-bid meeting, modify the Bid Documents by suitable amendment(s). The amendment shall be uploaded on the website <a href="www.tenderwizard.com/CPWD">www.tenderwizard.com/CPWD</a>. The Department may send the amendments by E-mail to all the firms invited to submit proposal. The Amendments to Bid documents shall be binding on them. The Department may at its discretion extend the deadline for the submission of bids. Such amendments shall form part of the agreement and the applicants shall sign each page of such amendments and submit to the Employer along with their bids for the work on the due date and time of submission for bids.

#### INFORMATON REGARDING ELIGIBILITY LETTER OF TRANSMITTAL

# For Initial Eligibility Bid (Technical Bid Part-1)

To,

Executive Engineer

Puducherry Central Division

CPWD, Puducherry

Sub: Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry

Sir,

- 1 I/We have read and examined the complete document including the instruction to Consultants, terms of reference and general conditions of the agreement and services to be provided for above-mentioned work.
- 2. I/We confirm that we are registered with the Council of Architecture of India or I shall engage Architects registered with council of Architecture.
- 3. I/we confirm that we are not debarred/blacklisted by any Government department/organization/PSU on the last date of submission of this bid or I am debarred or blacklisted by ...... (Name of Client) for the period from ...... to ......
- 4. I/We hereby express our interest and submit my/our bid for 'Initial Eligibility Bid' in prescribed formats for undertaking the above referred work.
- 5. I/We agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
- 6. I/We confirm that to the best of my/our knowledge and belief the information contained in the specified formats and all supporting and explanatory information is truthful and exact.
- 7. I/We have furnished all information and details necessary for qualification of Technical bid Part 1 and have no further pertinent information to supply.
- 8. I/We also authorize **Executive Engineer**, **Puducherry Central Division**, **CPWD**, **Puducherry** approach individuals, employers, firms and corporation to verify our credentials, competence and general reputation.

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9. I/We submit the following certificate:

"It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be disqualified and/or debarred in case any information furnished by me/us found to be incorrect".

Date: (Signature of Bidder / Authorized signatory of Bidder\*)

Name and Address of Bidder:

Note: \* Letter of Authority from Bidder should be enclosed, in case of Authorized Signatory of Bidder.

#### FORM 'A' FINANCIAL INFORMATION

Details to be furnished duly supported by figures in balance sheet/ profit & loss account of the Bidder's Company for the **last three consecutive years** duly certified by the Chartered Accountant, as submitted by the bidder to the Income Tax Department.

Financial Year	2015-16	2016-17	2017-18
(i) Gross Annual turnover			
on Consultancy works.			
(ii) Profit/Loss (After Tax)			

Signature of Chartered Accountant with Seal	Signature of Bidders
Date :	
(Name, Address & Contact Number of CA )	

- Note: 1. Bidder should not submit entire volume of annual balance sheet & other financial statements.
  - 2. Balance sheets of the bidder's company should be duly audited by Chartered Accountant upto March 2019 and Balance sheet of FY 2018-19, if not audited till the date of submission of bid, should be certified by CA.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

# FORM "B" DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED

# DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF THE LAST DAY OF SUBMISSION OF BID

(	. Name of	Client /	Cost of the	Cost of	Date of	of Consultancy services	Actual date	Actual date of	Name, Contact	Remarks
N	o. Similar	Owner	work/Projects	consultancy	commencement	ed:	of	completion of	Address, Telephone	
	Work/Project	organization	in Crores of	work in	of consultancy	ef Description of Project	completion	Consultancy	number,	
	and location		Rupees*	Lacs of	as per contract		of	work.	Email id	
				Rupees		pe of Consultancy – Mast	ter Construction	n	of	
						n / Architectural / Structu	ural work		Project In-charge	
						EP / HVAC / Fire fighting	/		from Client side to	
						erior Design / Griha			whom reference may	
						nsultancy (Tick which ever	r		be made for	
						olicable)			verification.	
						ctional Use of Different				
						ldings Designed				
	2	3	4	5	6	7	8	9	11	12
F										

# Note:

- 1. Supporting documents like Certificate from Client in support of each of the above Similar Works/ Projects to be furnished. However, copy of award letters / work orders etc. need not be enclosed.
- 2. The photographs, drawings etc. can be enclosed to supplement any salient features/components.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

# FORM 'C' PERFORMANCE REPORT OF CONSULTANCY SERVICES RENDERED BY THE CONSULTANT REFERRED IN FORM "B"

# **For Comprehensive Design Consultancy**

1. Name of Consultant with Address:				
2. Name of Work/Project & location.				
3. Agreement no. & Name of Contracting Organiza	ation:			
4. Nature of Project:				
a. Type of Hospital				
5. Construction Cost of work on Completion :				
6. Date of Completion of Construction of work :				
7. Consultancy Services Fee Paid :				
$8. \ {\it Brief Detail of Scope of Consultancy Work Done}$	e:			
9. Date of start of Consultancy work :				
$10. \hspace{0.5cm} \hbox{ Date of completion of Consultancy work:} \\$				
11. Brief Details of Project :				
12.  Performance  Report   of   Consultant   Work  :				
(i) Quality of Consultancy Services :	Outstanding/Very Good/Good / Satisfactory/ Poor			
(ii)Technical Proficiency :	Outstanding/Very Good/Good / Satisfactory/ Poor			
(iii) General Behavior :	Outstanding/Very Good/Good / Satisfactory/ Poor			
Dated: Si	gnature of Client/ Competent Authority/ Executive Engineer/Authorized Signatory of Client			
Note: Performance report in any other format with client signature and Seal / Letter Head giving above details shall also be considered, provided the desired information is available.				

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AE (P) /EE (P)

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.

# FORM "D" STRUCTURE & ORGANISATION

1. 2.	Name & Address of the Bidder : Telephone no. & Fax no.	
3.	Email id :	
4.	Legal status of the Bidder (attach copies of original document defining the let (a) An Individual*  (b) A proprietary firm*  (c) A firm in partnership*  (d) A limited company or Corporation*	egal status)
5.	Particulars of registration with various Government Bodies (attach attested Organization/Place of registration Registration I i. ii. iii.	• • • • • • • • • • • • • • • • • • • •
5.	Names and titles of Directors & Officers with designation to be concerned with	th this work.
6.	Designation of individuals authorized to act for the organization.	
7.	Has the Bidder or any constituent partner in case of partnership firm, Limite convicted in the court of law?. If so, give details.	d Company ever been
8.	In which field of Civil Engineering construction/ Architecture the Bidder I interest?	has specialization and
9.	Registration number and year of registration** of the Consultant or his empl Council of Architecture :	oyed Architect(s) with
10.	Name, qualification and experience details of Architect(s), in-house or emplo	yed with the bidder :
11.	Number of years of regular employment of employed Architect(s): Name of joining the bidder organization.	of Architect & date of
12.	Any other information considered necessary but not included above.	
** [	Enclose the Copy of Certificate of Registration with Council of Architecture.	Signature of Bidder(s)
k	Strike out which is not applicable.	
		Addition NO
		Addition Nil  Deletion Nil  Correction Nil  Overwriting Nil



# COUNCIL OF ARCHITECTURE

(A Statutory Body of Government of India under the Architects Act, 1972)
India Habitat Centre, Core 6A, 1st Floor, Lodhi Road, New Delhi - 110003
Phone 011-24648415, 24654172, Fax: 24647746
E-mail: coa@ndf.vsnl.net.in Website: www.coa.gov.in

# PUBLIC NOTICE

Attention: Architects, Registrar of Companies/LLPs, Foreign Architects/ Consultants, Govt. Departments and all concerned.

The Council of Architecture (COA), a statutory body set up under the Architects Act, 1972 (Act), has been receiving complaints regarding violations of the Act by LLPs and Companies by using the word "Architect" or its derivatives in their names and objects, for carrying on the profession of an Architect and also appointment of foreign architects without prior approval of Central Government under the Act for carrying out Architectural works in India. 'Architect' has been defined under the Act.

Pertinent to the matter, it is hereby brought to the notice of all concerned that as per Section 36 of the Act, if any person i.e. individual, Company, LLP, etc. (not registered as an Architect with COA) falsely represents that such person is an 'Architect' or uses in connection with his name or title any words or letters to suggest that such person is an architect, such person shall be punishable with fine which may extend to one thousand rupees.

Additionally, as per Section 37 (1) of the Act, no person (individual, company, LLP, etc.) other than an Architect or a Firm of Architects (having only Architect partners) shall use the title and style of 'Architect' for practicing the profession of an 'Architect'. Violation of this provision is punishable on first conviction with fine upto five hundred rupees and on subsequent conviction with imprisonment upto six months or with fine upto one thousand rupees or with both.

The Ministry of Corporate Affairs, Govt. of India (MCA) has also issued a Circular No.: 2/2012 dated 1st March, 2012, directing that "Where one of the objects is to carry on the business / profession of Architecture, then the concerned Registrar of Companies / Registrar of LLP shall incorporate the same only on production of inprinciple approval / NOC from the concerned Regulator". Circular is also available on the COA's website. The Hon'ble High Court of Delhi, in WP(C) No.: 934 of 2012 - Sudhir Vohra v. Registrar of Companies and Others have also considered this legal position.

Therefore, Companies/ LLPs/ individuals committing above violations are directed to stop such violations by changing the name of the entity by removing the word "Architect" or any its derivatives as part of their name & style and also after the objects/Memorandum of Association of the concerned entity to remove the intent to practice architecture/represent as architect/architectural consultant OR wind up such juridical entities, at the earliest, failing which COA may initiate Criminal Prosecution.

Further, no foreign Architect / Consultant (not registered with COA) be appointed for Architectural works without following the procedure prescribed under the Act.

Dated: 20.05.2013

Registrar

New Delhi

davp 21271/11/0002/1314

#### **SECTION-III TECHNICAL BIDS (PART-2) & EVALUATION**

- 1. After evaluation of "Initial Eligibility Bids" as detailed in Section II above, a list of short listed bidders will be prepared and they will be asked to submit "Technical Bid: Part 2" and make presentation of their technical bid / proposal at the notified Date, Time and Place. The date of presentation shall be 27.01.2020 at 11:00AM i.e. approximately 4-weeks from date of issue of NIT.
- 2. The Bidder / Consultants shall be required to make 25 to 30 minute presentation of their Architectural Concept, Planning and Design and Various services for the Hospital units:
  - a) Master plan for the campus
  - **b**) Institute of Organ Transplantation
  - c) Institute of Trauma Care and Rehabilitation

The Presentation should be with the help of adequate and specific details before the Jury of the Client/Department. The bidder should cover all the parameter in presentation which is listed for marking in Jury's evaluation sheet.

Bidder should use MS Power Point, Animation, 3D walk through, drawings in hard and soft copies, sketches, 3D Models etc. for making presentation before the jury.

- 3. He will also submit one soft copy and three hard copies (in colour printout) of all presentations and concept drawings for his presentation before the jury. The bidder should submit letter of transmittal (Form T1). This letter of transmittal and hard & soft copy of presentation should be submitted to Engineer-in-Charge before making presentation of his Technical Bid Part II before the Jury. These soft and hard copy presentation material shall be property of the department and shall not be returned to the bidder. The bids are liable to be rejected if information is not provided in the desired formats. The Client/Department has right to accept or reject any or all bids without assigning any reason.
- 4. Evaluation of Technical Bids: Part 2 shall be carried out by the Evaluation Jury formed by the competent authority of the Client/Department. The Technical Bids: Part II shall be evaluated by the jury based on parameters and marking scheme detailed in the table given below. However, Jury shall reserve right to modify parameters or marks for different parameters during evaluation of Technical Bids: Part II. Decision of Jury shall be final and binding and no claim whatsoever shall be entertained.

#### 5. EVALUATION SHEET FOR JURY MEMBERS:

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

S. No.	Parameters	Max	Marks
		Marks	Awarded
Α	Master planning:		
	(Max. Marks = 200)		
1	Layout of Building Stock.	50	
2	Layout of Essential Services – Electric & water supply lines,	25	
	water tanks, Sewer lines & STP Storm water etc.		
4	Layout of Internal Roads, Walkways, Parking, Playgrounds,	25	
	Water bodies & landscaping etc.		
5	Land utilization	50	
6	Urban context (Relevance to local architecture) & Unique	25	
	Aesthetic appeal		
7	Green features, water & energy Conservation planning	25	
В	Concept, Planning & Design of Buildings		
	(Max. Marks = 300)		
1	Overall Design Concept & Aesthetic Appeal	75	
2	Space Planning & Satisfaction of functional needs	75	
3	Services and Amenities Planning of Hospital requirement	25	
	Light and Ventilation Planning in Building form (Passive		
4	Energy Conservation planning)	50	
5	Special features :-		
	Energy Efficient & Green Building features, Disable friendly	25	
6	Unique & Innovative Idea	25	
7	Overall Cost of Project (Phase-1 Bldgs & Campus		
	Development)	25	
	Grand total = (Part-A)+ (Part-B)=	500	

- **5.1** Bidder should score following Qualifying marks in the above evaluation by the Jury:
  - (i) Marks in Grand total should be at least 60% marks.

Addition	. Nil
Deletion	. Nil
Correction	. Nil
Overwriting	Nil

# 6.0 Finally Technical bids shall be evaluated as under:

S.No.	Description	Maximum Marks
A	Bidder's Relevant experience, financial strength, Performance in past consultancy works as per Technical Bid Part–I, @ 25% of Marks obtained under Clause 15.1.2 of Section II)  (25/100 x Marks obtained as per initial evaluation in table 15.1.2 of Section II)	25 Marks
В	Bidder's Technical Bid Part –II Evaluation by the Jury @75% of Final Marks awarded by Jury to the Bidder as per Evaluation table of Clause 5 of Section III.  (75/500x Final Marks obtained by Bidder as per table 5 of Section III of this bid document)	75 Marks
	Total	100 Marks

- 6.1 The **Top three bidders** securing **60%** marks or more in table in para 6 above shall **only be considered technically qualified for opening of Financial Bids** and evaluation thereafter.
- 6.2 Department reserves right to consider less than 3 technically qualified bidders also for opening of financial bids & evaluation thereafter.
- 6.3 The department however reserves the right to repeat the process if no suitable entries are received or in case there are not sufficient number of entries scoring a minimum of 60% marks. The Department also reserves the right to reject any proposal without assigning any reasons thereof.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

#### **LETTER OF TRANSMITTAL**

# For Technical Bid: Part 2

To,

Executive Engineer
Puducherry Central Division
CPWD, Puducherry

Sub: Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.

Sir,

- I/We have read and examined the complete document including the instruction to Consultants, terms of reference and general conditions of the agreement and services to be provided for above-mentioned work.
- 2. I/We hereby express our interest and submit my/our bid for 'Technical Bid Part-II' by a presentation before the department / client / jury for undertaking the work referred to in the aforesaid documents.
- **3.** I/We hereby certify that Concept & Design being presented by us in Technical Part-II is our original design and concept.
- **4.** I/We hereby certify that all the statements made and information being presented through presentation is true and correct.
- 5. I/We have furnished all information and details necessary for technical bid Part-II and have no further pertinent information to supply from our side.
- 6. I/We also authorize Executive Engineer, Puducherry Central Division, CPWD, Puducherry to approach individuals, employers, firms and corporation to verify our credentials, competence and general reputation.
- 7. 3 set of hardcopy (in colour printout) and 1 softcopy of our presentation and concept drawings for presentation before the jury is submitted herewith.

Date: (Signature of Bidder / Authorized signatory of Bidder\*)

Name and Address of Bidder:

Note: \* Letter of Authority from Bidder should be enclosed, in case of Authorized Signatory of Bidder

 Addition
 Nil.

 Deletion
 Nil.

 Correction
 Nil.

 Overwriting
 Nil.

#### SECTION-IV FINANCIAL BID AND ITS EVALUATION

# 1.0 Opening of Financial Bid

After evaluation of Technical bid, a list of short listed agencies will be prepared. Thereafter the financial Bids of only Top Three qualified Bidders, as per table in clause 6 of Section III, shall be opened at the notified time, date and place in the presence of the qualified Bidders or their representatives. The Bids shall remain valid for normal **90 days** from the date of opening of Technical Bid part-1.

# 2.0 Evaluation of Financial Bid:-

- 2.1 The bidders are required to quote fees for consultancy work in prescribed format inclusive of all prevailing taxes and levies. The price bid will include inter-alia, the fee for all components identified including detailed design, drawings and specifications for all parts covered in the scope of Project including all services & other allied works.
- 3.0 The quoted fee shall be "Lumpsum" based for all works defined in scope of work of this bid. No escalation shall be payable over total quoted fee owing to time or cost overrun.
- 3.1 The conditional bid shall not be accepted and shall be rejected summarily.

# 4.0 FINAL EVALUATION AND SELECTION OF BIDDER AFTER OPENING OF FINANCIAL BID:-

4.1 In Final evaluation, 70% weightage will be given to the Technical bid and 30% weight age will be given to the financial bid of the technically qualified bidders.

**Example:** The weightage of 70% on Technical bid and 30% on financial bid will be applied, as per example below:

Let us assume the 3 participating bidders scoring more than 60 scoring points in the (Technical bid) and their quoted fee is as under:

S. No	Description	<b>Scoring Points</b>	Quoted	Fee (in crores)	)
1	Architect A	85	say	3.50	
2	Architect B	80	say	2.50	
3	Architect C	75	say	3.00	

The maximum scoring points i.e. 85 scoring points will be given 100 percentages and

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

percentage of the other bidders will be worked out on proportionate basis and thereafter weightage of 70% will be applied on marks so obtained.

Similarly the minimum fee i.e. Rs. 2.50 Crore will be given 100 percentages and percentage of the other bidders will be worked out on proportionate basis and thereafter weightage of 30% will be applied on marks so obtained.

The marks on technical and financial bids so obtained by each bidder will be added together. The bidder scoring maximum marks will be considered for appointment.

Marks obtained by Architect A =  $(85 / 85) \times 70+$   $(2.50/3.50) \times 30$  = 91.43 marks

Marks obtained by Architect B =  $(80 / 85) \times 70+$   $(2.50/2.50) \times 30$  = 95.88 marks

Marks obtained by Architect C =  $(75 / 85) \times 70+$   $(2.50/3.00) \times 30$  = 86.76 marks

As per the weightage, the Architect B gets the maximum overall marks and will be considered for appointment on the basis of overall marks.

- 4.2 The Bidders scoring highest overall marks as calculated above shall be considered successful.
- **4.3** Remaining two bidders other than the successful bidder, of whom the financial bids are opened, shall be paid an honorarium for their work done as per details given below. No Honorarium shall be paid to the successful bidder.

Position of Bidder after Final Evaluation Honorarium Amount

2<sup>nd</sup> Rs. 1,50,000/
3<sup>rd</sup> Rs. 1,00,000/-

4.4 All the Designs, drawings, documents, reports and any other details presented by unsuccessful bidders will become the property of the Department. The department and its authorized representative/agency may use these design concepts and drawings and related documents/records in this work or any other work without any information and notice to the bidder. Bidder shall not be entitled for payment of any financial claim/compensation by the department in this regard in future. Bidder shall not be entitled to raise any claim against the department in this respect in future.

# 5.0 AWARD OF WORK

5.1 The work will be awarded to the bidder, scoring highest overall marks in final evaluation,

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

amongst the technically qualified bidders. The successful bidder shall be informed by the Engineer-in-Charge through a letter of acceptance of his offer.

- 5.2 The consultant shall communicate to the Engineer-in-Charge on priority after award of work, the names of all the sub consultants to be associated with. The sub-consultants shall be got approved from Superintending Engineer, Puducherry Central Circle, CPWD, Puducherry.
- 5.3 **The consultant shall** enter into a formal agreement with sub consultants bringing out all the relevant terms of their association vis-à-vis consultant i.e., main architect/consultant.
- 5.4 **The consultant shall s**ubmit to the Engineer-in- Charge for record, all the formal letters of confirmation from the sub consultants to work with the main architect/consultant. The selected applicant is expected to commence the Assignment within 10 (ten) days of issue of letter of award.
- 5.5 Payments for the consultant as per this agreement will be subject to tax deductions at source at the rate as applicable at the time of payment.
- 6.0 Formal agreement with the successful bidder will be drawn by the Executive Engineer,
  Puducherry Central Division, CPWD, Puducherry.

# 7.0 AWARD CRITERIA -

- 7.1 The Engineer-in-charge reserves the right, without being liable for any damages or obligation to inform the Bidder, to:
  - i.Amend the scope and value of contract with the Bidder.
  - ii.Reject any or all the applications without assigning any reason
- 7.2 Any effort on the part of the Bidder or his agent to exercise influence or to pressurize the Engineer-in-charge would result in rejection of his bid. Canvassing of any kind is prohibited.

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Name of Work: Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.
PART-II FINANCIAL BID

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.

#### **LUMPSUM BID AND CONTRACT FOR CONSULTANCY WORKS**

- (A) Bid for the work of Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.
- (i) To be submitted by 15.01.2020 at 3:00 PM to Executive Engineer, Puducherry Central Division, CPWD, Puducherry.
- (ii) To be opened in presence of Bidders who may be present at 27.01.2020 at 11:00 AM in the office of Executive Engineer, Puducherry Central Division, CPWD, Puducherry.

Issued to	
Signature of officer issuing tender	

Designation - Executive Engineer, Puducherry Central Division, CPWD, Puducherry.

I/We have read and examined the notice inviting Bid, schedule, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the Bid document for the work.

I/We hereby Bid for the execution of the work specified for the President of India within the time specified in NIT and in accordance in all respect with the specifications, design codes and instructions in writing referred to in Rule-1 of General Rules and Directions and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the Bid open for 90 days from the date of opening of technical bids part-1 and not to make any modification in its terms and conditions.

A sum of Rs. 5,18,660/- is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right of remedy available in law, be a liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained.

Addition	. Nil
Deletion	. Nil
Correction	. Nil
Overwriting	Nil

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another consultant on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for Biding in CPWD in future forever and may also terminate the existing contract . Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit.

I/We hereby declare that I/We shall treat the Bid documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:	Authoriz	ed Signat	ory of	Con	sultano	cy Firr	n
Witness:		Po	stal A	ddre	SS		
Address:							
Occupation:							
	<u>ACCEPT</u>	ANCE					
The above Bid (as modified by you as	s provided in the	e letters r	nentic	ned	hereu	nder)	is accepted by me
for an on behalf of the	President of	India	for	а	sum	of	Rs
(Rupees							
).							
The letters referred to below shall for	m part of this co	ntract ag	reeme	ent:-			
(a)							
(b)							
(c)							
		For 8	on be	half	of Pre	sident	of India
		Signa	ture		•••••		
Dated:		Designa	tion				

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AE (P) /EE (P)

# **DATA SHEET**

S.No.	Description	Detail
1.	Name of work:	Comprehensive Architectural Consultancy
		services for construction of JIPMER Sedarapet
		campus at Sedarapet, Puducherry
2.	Engineer-in-Charge	Executive Engineer, Puducherry Central Division,
		CPWD, Puducherry
3.	Department	Central Public Works Department
4.	Plot Area	50 Acres campus specific plot to be decided.
5.	Earnest money	Rs. 5,18,660/- which shall be refunded after
		submission of Performance Guarantee.
6.	Performance Guarantee	5% of accepted Bid amount
7.	Security Deposit	2.5% of accepted Bid Amount
8.	Schedule of payment	Attached in this bid document.
9.	Time Allowed	36 Weeks
10.	General Rules & Directions	As detailed in this bid document.
11.	Accepting Authority	Superintending Engineer, Puducherry Central
		Circle, CPWD, Puducherry.
13a	Performance Guarantee	10 days
	i) Time allowed for submission of	
	Performance Guarantee from the date of	
	issue of letter of acceptance	
13b	ii) Maximum allowable extension with late	5 days
	fee @ 0.1% per day of performance	
	guarantee amount beyond the period as	
	provided in (i) above.	
14.	Authority for fixing Compensation for Delay	Superintending Engineer, Puducherry Central
	in Completion of Work	Circle, CPWD, Puducherry.
15.	Number of days from the date of issue of	15 days
	letter of acceptance for reckoning date of	
	start.	
16.	Authority to give fair and reasonable	Executive Engineer, Puducherry Central Division,
	Extension of time for completion of work	CPWD, Puducherry

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.

17.	Tax liability	Consultant has to assess all applicable taxes i/c Goods &
		Service Tax (GST) and should include them in his
		quoted financial bid.
18.	Bid Validity period	90 days from the date of opening of Technical Bid
		Part-1.

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.

# **GENERAL RULES & DIRECTION**

2.	All work proposed for execution by contract will be notified in a form of invitation to Bid pasted in public places and signed by the officer inviting Bid or by publication in News papers as the case may be.  This form will state the work to be carried out, as well as the date for submitting and opening Bids and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Bid, and the amount of the security deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.  In the event of the Bid being submitted by a firm, it must be signed separately by
2.	News papers as the case may be.  This form will state the work to be carried out, as well as the date for submitting and opening Bids and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Bid, and the amount of the security deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2.	This form will state the work to be carried out, as well as the date for submitting and opening Bids and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Bid, and the amount of the security deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2.	opening Bids and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Bid, and the amount of the security deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2.	earnest money to be deposited with the Bid, and the amount of the security deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2.	to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2.	from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2.	documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2.	identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2.	consultant at the office of officer inviting Bid during office hours.
2.	
	In the event of the Bid being submitted by a firm, it must be signed separately by
	5 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
	each partner thereof or in the event of the absence of partners, it must be signed on
	his behalf by a person holding a power-of attorney authorizing him to do so, such
	power of attorney to be produced with the Bid, and it must disclose that the firm is
	duly registered under the Indian Partners hip Act, 1952.
3.	Receipts for payment made on account of work, when executed by a firm, must
	also be signed by all the partners, except where consulting firms are described in
	their Bid as a firm, in which case the receipts must be signed in the name of the firm
	by one of the partners, or by some other person having due authority to give
	effectual receipts for the firm.
4.	In case the maximum marks obtained, in final evaluation after opening of financial
	bids, by two or more Bidders are same, such Bidders will be asked to submit sealed
	revised financial offer in the form of letter mentioning amount of Bid including all
	sub sections/sub heads as the case may be, but the revised amount of bid quoted
	should not be higher than the amount quoted at the time of submission of Bid. The
	revised marks will be worked out on the basis of revised financial offers quoted by
	the bidders.
	In case any of such Bidders refuses to submit revised financial offer, then it shall be
	treated as withdrawal of his Bid before acceptance and 50% of earnest money shall
	be forfeited. If the revised maximum marks of two more Bidders received after
	revised financial offer is again work out to be equal, the successful bidder, among

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.

	such Bidders, shall be decided by draw of lots in the presence of <b>Superintending</b>
	Engineer, Puducherry Central Circle, CPWD, Puducherry & Bidders who have
	obtained equal marks of their Bids. In case all the Bidders who have obtained same
	marks refuse to submit revised offers, then Bids are to be recalled after forfeiting
	50% of EMD of each Bidder. Bidder(s), whose earnest money is forfeited because of
	non-submission of revised offer, shall not be allowed to participate in the re-
	Bidding process of the work.
5.	The officer inviting Bid or his duly authorized assistant will open Bids in the presence
	of any intending consulting firms who may be present at the time.
6.	The officer inviting Bids shall have the right of rejecting all or any of the Bids and
	will not be bound to accept the lowest or any other Bid.
7.	The receipt of an accountant or clerk for any money paid by the consulting firm will
	not be considered as any acknowledgment or payment to the officer inviting Bid and
	the consulting firm shall be responsible for seeing that he procures a receipt signed
	by the officer inviting Bid or a duly authorized Cashier.
8.	The Bidders shall sign a declaration under the officials Secret Act 1923, for
	maintaining secrecy of the Bid documents drawings or other records connected with
	the work given to them.
9.	Use of correcting fluid, anywhere in Bid document is not permitted. Such Bid is liable
	for rejection.
10.	The consulting firm whose Bid is accepted will also be required to furnish by way of
	Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the
	Bid value of the work. The Security deposit will be collected by deductions from the
	Bid value of the work. The Security deposit will be collected by deductions from the running bills of the consulting firm at the rates mentioned above. Security amount
	running bills of the consulting firm at the rates mentioned above. Security amount
	running bills of the consulting firm at the rates mentioned above. Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit
11.	running bills of the consulting firm at the rates mentioned above. Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this
11.	running bills of the consulting firm at the rates mentioned above. Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose.
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11.	running bills of the consulting firm at the rates mentioned above. Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose.  On acceptance of the Bid, the name of the accredited representative(s) of the consulting firm who would be responsible for taking instructions from the Engineer-
	running bills of the consulting firm at the rates mentioned above. Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose.  On acceptance of the Bid, the name of the accredited representative(s) of the consulting firm who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge
	running bills of the consulting firm at the rates mentioned above. Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose.  On acceptance of the Bid, the name of the accredited representative(s) of the consulting firm who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge  Goods & Service Tax (GST) shall be payable by the Consulting firm at applicable

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

	employees related to him.
14.	The Bid for work includes all works detailed in scope of work and other term and conditions of this bid document.
15.	The consulting firm shall comply with the provisions of the Apprentices Act 1961,
	and the rules and orders issued there under from time to time. If he fails to do so, his
	failure will be a breach of the contract and the Engineer-In-charge may in his
	discretion, without prejudice to any other right or remedy available in law, cancel
	the contract. The consulting firm shall also be liable for any pecuniary liability arising
	on account of any violation by him of the provisions of the said Act

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.

#### **CLAUSES OF CONTRACT**

#### 1. Performance Guarantee:-

- 1.1 The Bidder shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Bided amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of **5 days** on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.
- 1.2 The Performance Guarantee shall be initially valid for **36 Weeks**. In case the time for completion of work gets enlarged, the Bidder shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Bidder, without any interest.
- 1.3 The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the Bidder to pay President of India any amount due, either as agreed by the

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

- (c) Failure to execute any subcomponent of the contract work.
- 1.4 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

#### 1.5 **RELEASE OF PERFORMANCE GUARANTEE**

The performance guarantee shall be released after recording of completion certificate for this contract/closure of contract by Engineer-in-charge.

## 2. Recovery of Security Deposit:-

- 2.1 The person/persons whose Bid(s) may be accepted (hereinafter called the Bidder) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.50% of the gross amount of each running and final bill till the sum deducted, will amount to security deposit of 2.50% of the Bided value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.
- 2.2 All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Bidder by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Bidder shall within 10 days make good in cash or fixed deposit receipt Bided by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above. Earnest money deposited at the time of Bids will be refunded after receipt of Performance Guarantee.

2.3 The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 1.00 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 1.00 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in various classes and which shall be extended from time to time depending upon extension of contract granted under provisions of clauses of the contract.

Note-1: Government papers Bided as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

### 2.4 RELEASE OF SECURITY DEPOSIT

The security deposit shall be released 6 month (Six months) after recording of completion certificate for this contract/closure of contract by Engineer-in-charge.

#### 3.0 When Contract can be Determined:-

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

3.1 If the consultant having been given by the Engineer-in-Charge a notice in writing or that the work is being performed in an inefficient or otherwise improper or unworkman like

Addition	. Nil
Deletion	. Nil
Correction	. Nil
Overwriting	. Nil

manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- 3.2 If the consultant has, without reasonable cause, suspended the progress of the work or has the work with due diligence so that failed to proceed with in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- 3.3 If the consultant fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- 3.4 If the consultant persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer- in-Charge.
- 3.5 If the consultant shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- 3.6 If the consultant shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- 3.7 If the consultant shall obtain a contract with Government as a result of wrong Bidding or other non-bonafied methods of competitive Bidding or commits breach of integrity agreement.
- 3.8 If the consultant being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

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

3.9 If the consultant assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the consultant has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the consultant under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) After giving notice to the consultant to measure up the work of the consultant and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another consultant to complete the work. The consultant, whose contract is determined as above, shall not be allowed to participate in the Bidding process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the consultant shall not be entitled to recover or be paid any sum for any work thereof or

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In case, the work cannot be started due to reasons not within the control of the consultant within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case consultant wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the consultant shall be refunded.

# Time and Extension for Delay:-

The time allowed for execution of the Works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from date of start as specified in bid document. If the consultant commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee and security deposit absolutely.

#### 4.1 If the work(s) be delayed by:-

- a. force majeure, or
- b. Serious loss or damage by fire, or
- c. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- d. delay on the part of other agencies engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- e. any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Bidder's control
- 4.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Executive Engineer, Puducherry Central Division, CPWD, Puducherry .The consultant may also, if practicable, indicate in such a request the period for which extension is desired.
- 4.3 In any such case the authority as indicated in Data Sheet, may give a fair and reasonable

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	. Nil

extension of time and reschedule the "time schedule for consultancy works" for completion of work. Such extension or re-scheduling of "time schedule for consultancy works" shall be communicated to the consultant by the authority in writing, within 4 weeks of the date of receipt of such request. Non application by the bidder for extension of time/ re-scheduling of "time schedule for consultancy works" shall not be a bar for giving a fair and reasonable extension/re-scheduling of "time schedule for works" by the authority and this shall be binding on the consultant.

#### 5.0 Compensation for Delay

If the consultant fails to maintain the required progress to complete the work or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated @ 1.5 % per month of delay to be computed on per day basis or as decided by the Superintending Engineer, Puducherry Central Circle, CPWD, Puducherry (whose decision in writing shall be final and binding) may decide on the amount of Bided value of the work for every completed day/month (as applicable) that the progress remains below that specified in the table of Time Schedule for consultancy work or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion is specified in the Time Schedule for consultancy work.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Agreement amount of work or of the Agreement amount of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the consultant under this or any other contract with the Government.

#### 6.0 TIME SCHEDULE FOR CONSULTANCY WORK

S.	Activities	Period	Progressive Period
No.			from Stipulated date
			of start
1a	Submission of Preliminary Architectural drawings and	3 Weeks	3 Weeks
	3D views		
	a. Master Plan of Campus		
	b. Hospital Buildings		

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1b	Approval of Preliminary Architectural drawings and 3D views  a. Master Plan of Campus  b. Hospital Buildings	1 Week	4Weeks
2a	Submission of Preliminary drawings and design Basis report for MEP services, HVAC and allied and Hospital services.	3 Weeks	7 Weeks
2b	Approval of Preliminary drawings and design Basis report for MEP services, HVAC and allied and Hospital services.	1 Week	8 Weeks
3a	Submission of Preliminary Estimate and Detailed Project Report for complete work.	2 Weeks	10 Weeks
3b	Approval of Preliminary Estimate and Detailed Project Report for complete work.	2 Weeks	12 Weeks
4a	Submission of detailed specifications, design sheets, drawings & provisions for different services and development, for building construction, for all components and inputs for bid document for inviting Composite Bid in EPC mode for construction work of proposed campus	8 Weeks	20Weeks
4b	Approval of detailed specifications, design sheets, drawings & provisions for different services and development, for building construction, for all components and inputs for bid document for inviting Composite Bid in EPC mode for proposed campus.	4 Weeks	24Weeks
		X *	
5	Preparation of Submission drawings, modification if any and Obtaining local body approval including PPA initial approval, initial fire NOC and EIA study & approval	6 weeks	X+30 weeks
6	Handing over of submission drawings duly approved by local body, Design Basis reports, Concept drawings and Quantification for all kind of services and development of the proposed campus to the agency appointed for execution of work in EPC mode.	6 Weeks	X+36 Weeks

# Notes:

The above milestones may be revised by the SE, PCC, CPWD, Puducherry considering requirement of works and hindrances, if any, in achieving the above milestones.

\* Approximately 6 months will be spent for engagement of EPC contractor between

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

milestones 4 and 5. However this time period is merely indicative and may be revised by the **Superintending Engineer**, **Puducherry Central Circle**, **CPWD**, **Puducherry** at his sole discretion which shall be final and binding on the consultant.

#### 7. FORECLOSURE OF AGREEMENT:

If the department due to the abandonment or reduction of scope of works due to any reason whatsoever do not require the whole or any part of the works to be carried out, the Engineer-in-charge by giving a notice may foreclose the agreement. In such circumstances the consultant shall be paid at contract rates, full amount for works carried out by him, the security deposit and the performance guarantee of the consultant shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the employer shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Consultant.

#### 8. FORCE MAJEURE

In the event, that either party is prevented, wholly or a part by any force majeure cause, as defined hereinafter from performing or accepting performance by the other party under the agreement, its agreed that either party shall have the right to terminate the agreement immediately upon giving notice and full particulars of such act of force majeure in writing to the other party as soon as possible after the cause relied on and in such an event the consultant shall be entitled to the amounts due to it as on the date, under this agreement. Force Major is herein defined as:

- 8.1 Any cause which is beyond the reasonable control of the consultant or department.

  Natural phenomenon including but not limited to weather conditions (excluding monsoon), fire explosion, floods, drought, earthquakes and epidemics.
- 8.2 Acts of any government authority, domestic or foreign, including but not limited to war declared or undeclared, priorities, guarantees, embargoes, licensing controls or production or distribution restrictions.
- 8.3 Strikes lockout and shortages.
- 8.4 Sabotage, riots, civil commotion, invasion and insurrection. .

# 9. Settlement of Disputes & Arbitration:-

Except where otherwise provided in the contract, all questions and arising during the

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 16 days request the Superintending Engineer/Executive Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer/Executive Engineer shall give his written instructions or decision within a period of one month from the receipt of the Bidder's letter.

If the Superintending Engineer/Executive Engineer fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Superintending Engineer, the Bidder may, within 16 days of the receipt of Superintending Engineer decision, appeal to the concerned Additional Director General who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Additional Director General shall give his decision within 30 days of receipt of consultant's appeal. If the consultant is dissatisfied with the decision of the Additional Director General, the consultant may within 30 days from the receipt of the Additional Director General decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Additional Director General. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of consultant's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as defined by ADG, Region Chennai, CPWD, Chennai.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer for appointment of arbitrator on **prescribed Performa** (attached in this NIT) failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

sole arbitrator appointed by the Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General of Works, CPWD with in 30 days of receipt of application for appointment of arbitrator on prescribed Performa from consultant. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid.

Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal. It is also a term of this contract that no person, other than a person appointed by such Chief Engineer, CPWD or Additional Director General or Director General of works, CPWD, as aforesaid, should act as arbitrator.

It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996, Indian Contract Act 1872, the Limitation Act 1963 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the

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Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be Puducherry.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

# 10 Bidder to indemnify Govt. against Patent Rights:-

The Bidder shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the Bidder shall be immediately notified thereof and the Bidder shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Bidder shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

## 11 Levy/taxes payable by Consultant:-

- (i) GST, Income tax, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the consultant and Government shall not entertain any claim whatsoever in this respect. GST shall not be reimbursed to the consultant.
- (ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the Bidder to the State Government, Local authorities in respect of any material used by the consultant in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the consultant.

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#### 12 Number of documents and copy right

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

12.1. All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in **Fifteen copies**. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. **Fifteen copies** of all the final drawings shall be submitted to the Engineer-in-Charge along with a soft copy in CD/Pen drive for reproducing it in A-3 or large size. If there is any revision in any drawing/document for any reason, fifteen copies of drawing/document shall be re-issued along with soft copy in CD/pen drive without any extra charges. All these drawings will become the property of the Engineer-in-Charge. The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

12.2. **Issue of detailed working drawing/Modifications:** - The consultant will issue **15 (Fifteen) copies** of detailed working drawings.

These drawings should be on suitable duly marked good for construction and signed by the architect for taking up the work during execution. Any discrepancy pointed out by the Engineer-in-Charge with regard to mismatch between architectural drawings and structural and or other drawings shall be set right by the consultant and fresh drawings or Part of drawings shall be issued by the consultant incorporating such correction/modifications and nothing extra shall be paid on this account.

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

# 13. Responsibility of accuracy of project proposal

The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the project. He shall indemnify the department through a performance guarantee against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project.

### 14. Deviation and Extra items

i. The employer shall have the right to request in writing the changes i.e. additions/ deletions or modifications in the design and drawings of any part of the work and to

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

- request in writing any additional work in connection therewith and the consultant shall comply with such request.
- ii. If the employer deviates substantially from the original scheme which involves extra services, extra expenses and extra labour on the part of the consultant for making such changes and additions to the drawings, specifications or other documents thereby rendering major part or the whole of his work infructuous, the consultant may then be compensated for such extra services and expenses on quantum merit basis.
- **iii.** Nothing extra shall be payable for such changes, alterations due to consultants own omissions and/or discrepancies including changes proposed by the consultant.
- iv. The decision of the employer shall be final and binding on whether the deviations and additions are substantial and require any compensation to be paid to the consultant.
- v. For the minor modifications or alterations which does not affect the approved/ entire scheme of planning and design, no additional amount will be payable to the consultant.
- vi. The consultant shall not make any deviation, alteration, additions to or omissions from the work shown/ described and awarded to him except with prior approval of the Engineer-in-Charge in writing.
- wii. Nothing extra shall be payable to the consultant for change in norms of local bodies,

  AICTE, Environment Ministry, RPCB, AAI, Fire department etc. During the preparation

  of drawings cost will not be affected either on higher or lower side due to such

  changes.
- 14.1 Deviations in agreement quantities of the agreement items of this work upto 30% above agreement quantity shall be payable at agreement rate for the respective item.

In case of deviation in agreement quantity of an agreement item beyond 30% limit or for extra items beyond the defined scope of work, the consultant may within 15 days of receipt of order or occurrence of excess/extra item, claim revision of the rates, supported by proper analysis for the work. Provided that, if the rates so claimed are in excess of rates specified in the schedule of quantities, the Engineer in charge shall determine the rates on the basis of the market rates and the consultant shall be paid in accordance with the rates so determined. For minus deviation of any extent in the agreement quantity of any item, agreement rate shall be payable.

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

# FORM OF PERFOMANCE SECURITY (GUARANTEE)

# **BANK GUARANTEE BOND**

•	•	ereinafter called " the Government ") having offered
		proposed agreement between and
		nafter called " the said Bidder(s)") for the work er called " the said agreement}" having agreed to
		ee for Rs (Rupees
	•	der(s) for compliance of his obligation in accordance
	We(hereir	nafter referred to as "as Bank) hereby (Indicate
	the name of the Bank)	
	undertake to pay to the Government	an amount not exceeding Rs.
	(Rupees	only) on demand by Government .
	We	do hereby undertake to pay the (Indicate
	the name of the Bank).	
	the Government stating that the amount likely to be due from the said bidder (s). Any as regards the amount due and payable liability under this guarantee shall be (Rupees only)  We the said bank undertake to pay notwithstanding any dispute or disputes	to the Government any money so demanded raised by the bidder (s) in any suit or proceeding thereto, our liability under this present being
	absolute and unequivocal.	d shall be valid discharge of our liability for payment
	thereunder and the bidder (s) shall have no	
	We further agree	ee that the guarantee herein contained
	(Indicate the name of Bank)	
	of the said agreement and it shall continue to under or by virtue of the said agreement discharged, or till Engineer-in-charge on be	the period that would be taken for the performance to be enforceable till all the dues of the Government thave been fully paid, and its claims satisfied or chalf of the Government, certifies that the terms and fully and properly carried out be the said bidder (s)
		Addition

5.	We		_ further agree with the G	Sovernment that the (Indicate
	the name of Bank)			
	manner our obligation agreement or to expost pone for any titing against the said bidden the said agreement or extension being apart of the Government.	tions hereunder, keend time of performe or from time to der (s) and to forelow we shall not be granted to the said ment or any indulged whatsoever which to the said we whatsoever which the said we what soever which the said we want to said	to vary any of the terreformance by the said bide o time any of the powers bear or enforce any of the relieved from our liability I bidder (s) or for any forbeance by the Government on under the law relating	nt, and without affecting in any ms and conditions of the said der (s) from time to time or to exercisable by the Government terms and conditions relating to by reasons of any such variation earance, act of omission on that to the said bidder (s) or by any to sureties would, but for this
6.	The guarantee will bidder (s).	not be discharged	due to the change in the	constitution of the Bank or the
7.	We		lastly undertake no	t to revoke this
	•	ne name of Bank) ith the previous co	nsent of the Government	in writing.
8.	_	y thing mentioned	above, our liability agains	ded on demand by Government. st this Guarantee is restricted to
	· ·			nd unless a claim in writing is extended date of expiry of this charged.
Dated	the	day of	For	
			(Indicate the nan	ne of Bank)
				Addition

# Form of Earnest Money Deposit

# **Bank Guarantee Bond**

submit	ted	his	Bid	dated		(date)	for	the	"the bidder") construction Bid"). KNOW	of
registe bound (herein  Charge	E by the second	these fice at  called ank bi	presents t "the Eng) fo	that we gineer-in-chor which pa	narge") in th	(Name ne sum of and trulisigns by t	(na (hereinaft and division of Rs y to be ma	me of ter call to on of E	bank ) having the "the Bank' Executive Enginement of the Bank' Executive Engine EALED with con	g our ") are ineer) words er-in-
2 Th	HE CON	NDITIC	NS of this	obligation	ı are:					
(1)					r withdraws Bid) specified		_	•	od of validity o	of Bid
(2)	If the (a)	Fails	s or refu		ecute the F	form of		•	ngineer-in-Chaccordance with	_
	(b)				ish the perf ent and inst			ee, in a	ccordance wit	h the
upon rehis den by his i occurre	eceipt nand, s due ed con This ( omissic	of his provided to him dition Guarar on the	first writted that in owing to or conditente will read as su	ten deman n his dema the occurri ions. remain in f uch deadlin	nd, without to and the Enginerence of one force upto a the is stated	the Engin neer-in-c or any c nd includ in the in	neer-in-cha charge will of the above ding the da nstructions	orge hav I note the ve conditate*	ount or part the ring to substant that amount classifier the deader or as it makes is hereby was substant or the deader or as it makes is hereby was substant or the deader or as it makes is hereby was substant or the deader or as it makes is hereby was substant or the deader or as it makes is hereby was substant or the deader or as it makes is hereby was substant or the deader	tiates aimed ng the adline ay be
Any de	mand	in resp	pect of thi	s Guarante	ee should rea	ach the B	Bank not la	ter than	the above dat	e.
DATE		•••••						SIGNAT	TURE OF THE	
BANK										
WITNE	SS						SEAL			
-			E AND AD	-	validity peri	od of six	months fr	om last	date of receipt	: of
								D	ddition N Peletion N Correction N	il

89 AE (P) /EE (P)

Overwriting ...... Nil......

#### **ADDITIONAL CONDITIONS**

# (A) RESPONSIBILITIES OF ENGINEER-IN-CHARGE

The following shall be the responsibilities of the Engineer-in-charge:

- 1 Provide detailed requirements of the project
- 2 Compile and invite Bids, award works, supervise the work under construction and discharge all the liabilities of various firms engaged in the work.
- Take note of the observations made by the Consultant on their site inspection and ensure the correction of deficiencies in the work pointed out by them, if warrants.
- 4 Approval of drawings submitted by consultant for approval of Engineer-in-charge.

## (B) RESPONSIBILITIES OF THE CONSULTING FIRM

- 1 The Consultant shall execute all works/provide consultancy services as per scope of work and terms & conditions of this bid document.
- 2 The department may at its descretion provide conceptual architectural drawings to the consultant and he shall incorporate the concept suitably in the architectural drawings as per discussion with department and client.
- 3 Consultant shall propose 2 or more alternatives for specifications of various items proposed in the design and drawings for consideration and approval of the Engineer-incharge and specifications approved by Engineer-in-charge shall be final and binding on consultant for adoption and final submission of design & drawings.
- 4 The Consultant shall assume full responsibility for the designs and specifications for items described in the scope of work in accordance with the relevant Indian Standards and other established codes.
- The Engineer-in-charges / his authorized engineers will have full access to the details, calculations and designs for architectural, civil, electrical and mechanical works for the purpose of scrutiny and satisfying themselves on correctness of data. The design engineer of the Consultants shall be available to render all help for the above scrutiny at Engineer-in-charge's office or at a place as directed by Engineer-in-charge.
- The Consultant, within fees mentioned in this agreement shall, for the scope of work and services to be rendered thereon, engage qualified sub consultants with prior approval of competent authority as defined in this bid document. The remuneration for any such sub consultants appointed by the consultant for the services under this agreement shall be

borne by the Consultant at his cost.

7 Except as above, the Consultant shall not assign, sublet or transfer their interest in the Agreement without the written consent of the Engineer-in-charge.

# (C) General

1 The Consultant should preferably interact closely with reputed Institutes especially from overseas centres where established large facilities for organ transplantation and trauma are available with a view to take relevant inputs from them for Architectural and Engineering designs.

The scope of the work mentioned in this Bid Document is broad and suggestive. Not withstanding the scope of the work and role of consultant mentioned elsewhere in this Bid Document, the consultant is required to provide consultancy services on all aspects of the work for completing comprehensive planning and designing for Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.

However, the Engineer-in-charge reserves the right to exclude any of the above services from the scope of the consultant's work. In case of withdrawal of any services form the scope of consultant's work at later stage, the consultant shall be paid for the work done by him upto the date of withdrawal of such item/item of work and services.

4 The consultant shall maintain constant and regular interaction with the department, nodal authority of JIPMER, CPWD and proof consultants appointed by department, for execution of his services under this contract.

5 All necessary modification/corrections in design and drawing shall be carried out by the consultant as and when required.

7 The Consultant shall assist the department regarding the sequence and methodology of construction.

8 The Consultant shall coordinate with the department and attend meetings with the department as and when required including meeting with the client and contractors.

9 The consultant shall also assist the department in making presentations. Necessary inputs for presentations shall be provided by the consultant.

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### **Terms of Payment to Consultant**

- The Engineer-in-charge shall pay to the consultant for the services rendered by him for the said work. The consultant shall be paid fees as per schedule of payment and the agreement rates.
- The employer shall, however, have the liberty to omit, postpone or not to execute any item in the scope of work but the consultant shall not have liberty to omit, postpone or not execute any item in the scope of work of this bid document. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the item or items of work, except the fees which have become payable to him for the service actually rendered by him.
- 3 The consultancy fees/ rates tendered by the bidder are inclusive of fees payable by him to any other sub-consultant and associates, engaged by him. Nothing extra shall be payable on this account.
- The fees payable to the consultant shall be toward full discharge of functions/services defined in the agreement item, scope of work and elsewhere in this bid document.
- No claim whatsoever against the department in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify the department against any such claims.
- If the consultant fails to execute any sub-component within specified time/extended time (as approved by Engineer-in-Charge) or the same is not to the satisfaction of Engineer-in-Charge, then the Engineer-in-Charge may get the same component executed at the risk & cost of consultant. The whole expenditure thus incurred for satisfactory execution of sub-component shall be recoverable from the consultant. The decision of Engineer-in-Charge in this matter will be final & binding.
- If Project work is terminated at any stage or scope of work reduced, for any reasons, not owing to fault of consultant, the amount of fee payable to the consultant for the work already done by him shall be as per payment stages defined in this bid document, for work done by him upto that stage. Consultant shall not be paid any other payment, loss of profit, interest etc. in such a case and decision of Engineer-in-Charge shall be final and binding on the Consultant.

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# Payment Stages for BOQ Item No. 1 of Financial Bid

S.	Activities	P	<mark>eriod</mark>	Fee Sc	<mark>hedule</mark>
No.		Period for activity	Progressive Period from Stipulated date of start	Fee payable (in % of lump sum quoted amount)	Cumulative Fee payable (in % of lump sum quoted amount)
<b>1</b> a	Submission of Preliminary Architectural drawings and 3D views c. Master Plan of Campus d. Hospital Buildings	3 Weeks	3 Weeks	·	-
1b	Approval of Preliminary Architectural drawings and 3D views c. Master Plan of Campus d. Hospital Buildings	1 Week	4Weeks	<del>!</del>	-
2a	Submission of Preliminary drawings and design Basis report for MEP services, HVAC and allied and Hospital services.	3 Weeks	7 Weeks	-	-
2b	Approval of Preliminary drawings and design Basis report for MEP services, HVAC and allied and Hospital services.	1 Week	8 Weeks	10%	10%
3a	Submission of Preliminary Estimate and Detailed Project Report for complete work.	2 Weeks	10 Weeks	-	-
3b	Approval of Preliminary Estimate and Detailed Project Report for complete work.	2 Weeks	12 Weeks	<mark>20%</mark>	30%
4a	Submission of detailed specifications, design sheets, drawings & provisions for different services and development, for building construction, for all components and inputs for	8 Weeks	20Weeks	-	-

Addition	Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

			T		T
	bid document for inviting				
	Composite Bid in EPC mode				
	for construction work of				
	proposed campus				
4b	Approval of detailed specifications, design sheets, drawings & provisions for different services and development, for building construction, for all components and inputs for bid document for inviting Composite Bid in EPC mode for proposed company.	4 Weeks	24Weeks	<mark>50%</mark>	80%
	for proposed campus.				
		* X			
5	Preparation of Submission	6 weeks	X+30 weeks	<mark>10%</mark>	<mark>90%</mark>
	drawings, modification if any				
	and Obtaining local body				
	approval including PPA initial				
	approval, initial fire NOC and				
	EIA study & approval				
6	Handing over of submission	6 Weeks	X+36 Weeks	10%	100%
	drawings duly approved by				
	local body, Design Basis				
	reports, Concept drawings				
	and Quantification for all				
	kind of services and				
	development of the				
	proposed campus to the				
	agency appointed for				
	execution of work in EPC				
	mode.				

### Note:

Payment of fee for various stages as detailed above shall be considered as due only when all works
upto that stage are completed. However, Intermediate payment on pro-rata basis shall be
admissible for release to the consultant with prior approval of Superintending Engineer,
Puducherry Central Circle, CPWD, Puducherry. His decision regarding the rates payable shall be
final and binding on the consultant.

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2. For running payments, the consultants shall submit necessary bill in duplicate.

Addition	. Nil
Deletion	Nil
Correction	Nil
Overwriting	Nil

#### **FINANCIAL BID**

Name of Work: Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry.

I/We have read and examined the bid document relating to the Engagement of Consultant for Architectural planning and designing of construction of JIPMER Sedarapet campus at Sedarapet,

Puducherry. (Providing comprehensive consultancy services for the work for preparation of DPR)

I/We hereby offer to provide consultancy services as per terms and condition in the bid documents in consideration of a lump sum amount quoted here inclusive of GST and all prevailing taxes and levies (Present applicable GST Rate 18%).

I/We confirm that the amount quoted by me/us for Serial No. 1 in this Financial Bid is by considering preparation of the full layout of **JIPMER Sedarapet campus at Sedarapet**, **Puducherry** of 50 acres.

#### **Schedule of Quantity**

S. No.	Description of Item / Work	Qty.	Unit	Rate	Amount
1	Comprehensive Architectural Consultancy services for construction of JIPMER Sedarapet campus at Sedarapet, Puducherry	1	Job		
			Total =	Rs.	

Open Areas for parking, lawns and landscaping etc. shall be deemed to be included in the total quoted price bid and nothing extra shall be payable on this account.

I/We agree to keep this Financial Offer valid for 60 (Sixty) days from the date of opening of this Financial Bid.

I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived there from to any person other than a person to whom we have authorized to communicate.

Dated :	Signed for and on behalf of the Bidder
	(Authorized Signatory of the firm

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N11
Nil
Nil
Nil

# **CAMPUS LAYOUT**



As per attached sheet

Addition Nil.

Deletion Nil.

Correction Nil.

Overwriting Nil.