



भारत सरकार

GOVERNMENT OF INDIA

केन्द्रीय लोक निर्माण विभाग

CENTRAL PUBLIC WORKS DEPARTMENT

NIT No.: 15/EE/BHUPD-II/2022-23

Name of Work:

Consultancy services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.

Office of :

The Executive Engineer & S.M. (C)

BHU Project Varanasi-2,

CPWD, BHU, Varanasi-221005

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Certified that this Notice Inviting Bids contains pages 01 to 56 excluding the cover.

Assistant Executive Engineer(C)
BHU Project Varanasi
C.P.W.D., Varanasi

Executive Engineer & SM (C)-2
BHU Project Varanasi
C.P.W.D., Varanasi

CE cum ED
BHU Project Varanasi
C.P.W.D., Varanasi

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PRESS NOTICE**CENTRAL PUBLIC WORKS DEPARTMENT
NOTICE INVITING BIDS FOR APPOINTMENT OF A CONSULTANT**

The Executive Engineer & Senior Manager (C), BHU Project Varanasi-2, CPWD, BHU, Varanasi-221005 (Telephone No: 0542-2366347, e-mail: vnsee-bhupd2@cpwd.gov.in) on behalf of the President of India invites online item rate bids in two bid system from eligible Firms/Consultants for the following work:

NIT No. : 15/EE/BHUPD-II/2022-23

Name of Work: Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi”

Earnest Money: Rs. 2.00 Lacs

Last date & time of online submission of Bids: 15.00 Hrs on **23.12.2022**

The bid forms and other details can be obtained from the website www.etender.cpwd.gov.in

Executive Engineer & S.M.(C)
BHU Project Varanasi-2
CPWD, BHU, Varanasi-221005

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INFORMATION & INSTRUCTIONS FOR BIDDERS

The Executive Engineer & Senior Manager (C), BHU Project Varanasi-2, CPWD, BHU, Varanasi-221005 (Telephone No: 0542-2366347, e-mail: vnsee-bhupd2@cpwd.gov.in) on behalf of President of India invites online item rate bids in two bid system from eligible Firms/Consultants for the work Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting's, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi”

NIT No.: 15/EE/BHUPD-II/2022-23	
Name of Work & Location	Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.
Earnest Money	Rs. 2 Lacs
Last date & time of online submission of technical bid and financial bid.	23.12.2022 up to 15:00 Hrs
Date & time of opening of technical bid	23.12.2022 at 15:30 Hrs onwards
Date of technical presentation to be made before the expert committee	Shall be notified separately to the bidders who qualify for this stage
Date of Opening of Financial Bid	Shall be notified separately to the bidders who qualify for this stage

1.0 Initial Criteria for Eligibility:

Firms / Consultants who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.

- 1.1 The Firm/Consultant should have completed at least **One Similar Consultancy works** during the last 7 years ending previous day of last date of submission of bid:

Similar consultancy work shall mean:-

“Providing Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening, Face Lifting, etc. for very old buildings with age more than **70** years as on **31.10.2022**.”

Note:- a. The certificate to establish above data shall be signed by an officer not below the rank of Executive Engineer or equivalent.

1.2 Annual Turnover:

The Firm/Consultant should have had average annual financial turnover (gross) of Rs. 24.00 lacs on consultancy works during the immediate last three audited financial years. Year in which no turnover is shown would also be considered for working out the average. The bidder is required to submit the information in **Form 'A'**.

1.3 Profit/Loss Statement:

The applicant should not have incurred any loss in more than two years during the immediate last three consecutive financial years, duly certified by the Chartered Accountant. The bidder is required to submit the information in **Form 'A'**.

1.4 The applicant shall have valid GST certificate.

1.5 **Technical capability:** The bidding entity is required to submit a complete list of consultants, specialists, and experts (each with a minimum of experience as indicated below), who shall be engaged for engineering and detailed design of the project by the bidder. The qualification of the Consultants, Specialists etc. is indicated below along with the minimum experience. The experience shall be duly supported by proper document. Bidders' will be solely responsible for the correctness and accuracy of such documents produced in support of qualification and experience. The bidder is required to submit the information in Form 'F' & 'G'.

No.	Consultant	Minimum Experience	Minimum Qualification
1.	Team Leader (01 No.)	10 years; Experience of working in Repair/Restoration/Conservation Projects	M.Tech/ M.Arch/ M.Sc. from recognized Universities.
2.	Architect (01 No.)	5 years; Experience of working in Restoration/Conservation Projects/Historic Sites.	B. Arch from recognized Universities
3.	Civil Engineer (01 No.)	5 years; Experience of working in Restoration/Conservation projects/Historic sites.	B.E./B.Tech in civil engineering
4.	Electrical Engineer (01 No.)	5 years; Experience of working in Repairing/Restoration/Conservation projects/ Historic Sites.	B.E./B.Tech/Diploma in Electrical Engineering
5.	Quantity surveyor (01 No.)	5 years; Experience in preparing the BOQs, rate analysis of non-DSR items etc.	B.E./B.Tech/Diploma in Civil Engineering

2.0 Submission by Bidders:

Firms/Consultants should submit and upload certificates and information/details as prescribed in Form A, B, C, D, E, F, G, H.

Earnest Money of Rs. **2.00 Lacs** only, in form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank drawn in favour of **Executive Engineer, BHU Project Division-2, CPWD, BHU, Varanasi**. Receipt of the EMD shall be scanned and uploaded to the e-tendering website within the period of bid submission.

A part of earnest money (EM) is acceptable in the form of bank guarantee also as per attached Performa. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of Bank Guarantee issued by a scheduled bank. The bank guarantee submitted as a part of Earnest Money shall be valid for a period of six months or more from the last date of submission of bid.

The consultant 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 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 and Bank Guarantee of any Scheduled Bank towards (valid for minimum 180 days from the last date of submission of bid) EMD in favour of respective Executive Engineer, copy of receipt of original EMD and other documents specified in the press notice.

- 2) The intending Bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 3) Information and instructions for bidders posted on website shall form part of bid documents.
- 4) The bid document consisting of scope of work, 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.etender.cpwd.gov.in
- 5) Those Bidders not registered on the website mentioned above, are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
- 6) The intending bidder must have valid class-III digital signature to submit the bid.
- 7) On opening date of Financial Bid, which will be intimated after the screening process of Technical Bids, the Bidder can login and see the bid opening process. After opening of financial bids, he will receive the competitor's bid sheets.
- 8) Bidder must ensure to quote rate of each item.
- 9) The Department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified Firms/Consultant to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- 10) The bid submitted shall become invalid if:

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- a. The bidder is found ineligible.
- b. The bidder does not deposit EMD with division office of any Executive Engineer, CPWD or Executive Engineer inviting bids.
- c. The bidder does not upload all the documents (including GST registration, etc.) as stipulated in the bid document.
- d. The bidder does not upload receipt of deposition of original EMD issued from Division office of any Executive Engineer, CPWD
- e. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of bid opening authority.

11) List of mandatory Documents to be scanned and uploaded within the period of bid submission:

- Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Scheduled Bank against EMD.
- Letter of transmittal, initial Eligibility criteria documents and Forms A, B, C, D, E, F, G, H and any other documents as per requirement of this bid document.
- Certificate of Registration for GST.
- Copy of receipt for deposition of original EMD issued from Division office of any Executive Engineer, CPWD.

3.0 Selection process:

- 3.1 A combined Quality and Cost Based Selection (QCBS) process shall be adopted for the selection of the Consultant. The first stage in the selection process shall be evaluation of the Technical bid submitted by the Bidders. The purpose of evaluating the Technical bid is to ensure the technical expertise and financial capability of the Bidder to provide consultancy services as required.
- 3.2 The final selection of the firm/consultancy will be on the basis of the Final Composite Score (FCS) derived by combining the Technical Score (TS) and the Financial Score (FS) with 70% and 30% ratio respectively. The decision of Engineer in charge in this regards shall be considered final and binding to all.

Executive Engineer & S.M.(C),
BHU Project Varanasi-2

CPWD-6 FOR e-TENDERING

1. The Executive Engineer & Senior Manager (C), BHU Project Varanasi-2, CPWD, BHU, Varanasi-221005 (Telephone No: 0542-2366347, e-mail: vnsee-bhupd2@cpwd.gov.in), on behalf of the President of India, invites online item rate bids in two bid system from eligible Firms/Consultants for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi”.
2. Project Background:

The department of Chemistry building is very prominent building of Institute of Science, BHU, Varanasi and is a gentle reminder of the glorious past of Banaras Hindu University. Its grandeur establishes the institute's importance in technical education and research work on global scale. The building houses the teaching, research, laboratories facilities along with the administration. The lush green lawns in front provide perfect ambience.

The construction of the building happened in 1920's and is thus about 100 years old. The building is a considerably old structure. Major cracks have been observed internally. The external surfaces like roof slab, beams, chhajja, roof terrace, mud phuska, etc. are showing signs of deterioration. Also there are major issues of water seepage, termite attack, etc. The building has undergone additions/alterations over the past years and has several issues of distress.
3. A comprehensive & detailed study is to be done by an expert consultant having experience of the similar jobs. The consultant shall prepare Detailed Project Report (DPR) and suggest detailed scheme to repair, restoration, retrofitting, rehabilitation, strengthening & face lifting of main building for Department of Chemistry at BHU respecting the rich architectural legacy of the building.
4. The eligibility bid submitted shall be opened at 15.30 Hrs. on **23.12.2022**
5. The Bidder whose bid is accepted will be required to furnish Performance Guarantee of 3% (Three Percent) of the bid amount with in the period specified in data sheet of this bid document. 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 as indicated in the data sheet including the extended period if any, the Earnest Money deposited by the Bidder shall be forfeited automatically without any notice to the Bidder. The guarantee shall be drawn in favour of **Executive Engineer, BHU Project Division-2, CPWD, BHU, Varanasi** in the standard Proforma given in the bid document. The earnest money deposited along with the bid shall be returned after receiving aforesaid performance guarantee in acceptable form.
6. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the work involved ground and sub-soil (so far as is practicable), the form and nature of the site etc. and in general shall

- themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence and / or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not, nature and scope of the work of and no consequent on any misunderstanding or otherwise shall be allowed.
7. 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 local conditions and other factors having a bearing on the execution of the consultancy work.
 8. The Principle / Main Consultant shall engage / associate only those sub consultants /firms for consultancy of domain specific components, which have successfully provided consultancy work in at least one project of similar nature.
 9. 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 and reserves to itself the authority to reject any or all the bids received without the assignment of any reason thereof. 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.
 10. Canvassing, whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will liable to be rejected.
 11. The competent authority on behalf of President of India reserves the right of accepting the whole or any part of the bid and the Bidder shall be bound to perform the same at the accepted rate.
 12. The Bidder shall not be permitted to Bid for Consultancy works in the CPWD office responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer, 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 Gazetted Officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the Bidder would render his bid for summary to be removed for rejection.
 13. No Architect/ Engineer of Gazetted rank or other Gazetted Officer employed in Engineering/Architecture or Administrative duties in an Engineering Department other 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.

14. The Bids (Technical as well as Financial Bid) for the Consultancy works shall remain open for acceptance for a period of **75 days** from the date of opening of Financial Bids. If any bidders withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department within 7 days after the last date of submission of bids, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely irrespective of letter of acceptance for the work is issued or not. If any bidders withdraw his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department after expiry of 7 days after the last date of submission of bids, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money absolutely irrespective of letter of acceptance for the work is issued or not. Further the bidders shall not be allowed to participate in the rebidding process of the work.
15. This Bid document shall form a part of the contract document. The successful Bidder, on acceptance of his Bid by the Accepting Authority of the Employer shall sign the contract within 15 days from the stipulated date of start of the work.
16. If any information furnished by the applicant is found incorrect/false at anytime, his bid is liable to be rejected and also, he shall be liable to be debarred from the Bidding/taking up consultancy works in CPWD in future.
17. **Technical Evaluation Criteria- Stage I:**
- 17.1 The bidders fulfilling the minimum eligibility criteria shall be further evaluated and graded based on the submitted documents and according to the following table. The evaluation criteria is as under:

(a)	Financial strength (Form 'A')	Maximum 30 marks
(b)	Experience in similar nature of work during last seven years (Form 'B')	Maximum 40 marks
(c)	Personnel and Establishment (Form 'F' & G) (only the name of personnel who are to be deployed for this work should be included along with their CV)	Maximum 30 marks
Total		100 Marks

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17.2 Criteria for Evaluation of the performance of Consultants for technical evaluation:

	Attributes	Evaluation
(a)	Financial strength (30 marks)	(i) 60% marks form Minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) on pro-rata basis.
(b)	Experience in similar Class of works (40 marks)	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) on pro-rata basis.
(c)	Personnel and Establishment (Max. 30marks)	(i) 60% marks form Minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) on pro-rata basis.

To be qualified in Stage I evaluation, the applicant must secure at least **50% marks in each** and **60% marks in aggregate**.

18.0 Technical Evaluation Criteria- Stage II:

18.1 The bidders qualifying in technical evaluation criteria- stage I shall be invited to make technical presentation before an expert committee comprising of BHU and CPWD. The date of technical presentation shall be notified by the Engineer in charge of the work. The date of presentation shall be 15 days after intimation and or as given in the intimation letter. No request for extension of date of presentation shall be entertained.

18.2 The committee shall evaluate the presentation based on the following criteria:

Sl. No.	Parameters	Max. Marks
1	Approach and methodology	
a)	Understanding of the scope	10
b)	Detailed approach and methodology	10
c)	Proposed Concept Design	15
d)	Detailed Implementation Plan	15
2	Presentation of the technical Proposal	
a)	Detail Conditional Assessment of Site and Building for Restoration	50
Total		100 Marks

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18.3 **Bidders securing overall 60% marks or more in technical presentation shall only be considered technically qualified for opening of Financial Bids and evaluation thereafter.** The department however reserves the right to restrict the list of such qualified firms to any number deemed suitable by it.

18.4 Even though any Bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

19.0 Opening of Financial Bid:

After stage I and stage II evaluation of Technical bid, a list of short listed agencies will be prepared. There after the financial Bids of only accepted qualified Bidders as stated above 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 75 days from the date of opening of Financial Bid.

20.0 Evaluation of Financial Bid:

- 20.1 The bidders are required to quote fees for consultancy services in prescribed format inclusive of all prevailing taxes and levies including the applicable GST. The price bid will include for all the components identified in the scope of work.
- 20.2 The fee shall be quoted in Indian Rs. In the schedule of quantity. No cost escalation during/after the consultancy/execution of the work shall be payable.
- 20.3 Conditional bid shall not be accepted.
- 20.4 The evaluation will be based on **quality-cum-cost base system (QCBS)**. The technical bid will have a weightage of 70% and financial bid shall have a weightage of 30% to arrive at composite scores. The bidder with the highest composite score shall be declared as successful bidder.
- 20.5 The overall grading of the bidder shall be calculated as under:-

For Technical Scores (Ts) =

$$\frac{0.70 \times (\text{Marks obtained in (Technical evaluation stage I + Technical evaluation stage II)})}{\text{Highest Mark obtained in (Technical evaluation stage I + Technical evaluation stage II)}} \times 100$$

$$\text{Financial Scores (Fs)} = \frac{0.30 \times \text{amount quoted by the Lowest Bidder} \times 100}{\text{amount quoted by the Bidder}}$$

$$\text{Composite Score} = \text{Technical Scores (Ts)} + \text{Financial Scores (Fs)}$$

21.0 Approval Criteria:-

The bidder with the highest composite score shall be declared as successful bidder.

- 21.1 Even though any applicant may satisfy the above requirements, he would be liable to disqualification if he has:
- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures /weaknesses etc.
- 21.2 The employer reserves the right, without being liable for any damages or obligation to inform the applicant to:
- Amend the scope and value of contract.
 - Reject any or all the applications without assigning any reason.
 - Negotiate the fees amount with any bidder as required in interest of Department.
 - Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application to qualify. Canvassing of any kind is prohibited.
- 21.3 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 / queries are not applicable in case of the applicant, it should be stated as “not applicable”. The applicants 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 PQ application being summarily disqualified. Application made by telegram or telex and those received late will not be entertained.
- 21.4 The application should be typewritten. The applicant should sign each page of the application.
- 21.5 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, 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.
- 21.6 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 21.7 The applicant 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.
- 21.8 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up of work in CPWD/ BHU, Varanasi.

INTEGRITY PACT

To,

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Subject: Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting's, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.

NIT No.: 15/EE/BHUPD-II/2022-23

Dear Sir,

It is here by declared that CPWD is committed follow the principle of transparency, equity and competitiveness in public procurement. The subject Bid document is 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 bidding 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 & S.M.(C),
 BHU Project Varanasi-2
 CPWD, BHU, Varanasi

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To,

The Executive Engineer & S.M.(C),
 BHU Project Varanasi-2,
 CPWD, BHU, Varanasi,

Subject: Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.

Dear Sir,

I/We acknowledge that CPWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the bid/bid document.

I/We agree that the Notice Inviting Bids 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 bidding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the Notice Inviting Bids.

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 bids 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 in accordance with terms and conditions of the bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

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INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of..... 2022.

BETWEEN

President of India represented through Executive Engineer& S.M.(C), BHU Project Varanasi-2, CPWD, BHU, Varanasi here in after referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context thereof include its successors and permitted as signs)

AND

.....

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

Through..... (Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Consultant” and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble:

WHEREAS the Principal/ Owner has floated the Bid (15/EE/BHUPD-II/2022-23)

(hereinafter referred to as “Bid”) and intends to award, under laid down organizational procedure, contract for Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.

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 Consultant(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (here in after referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Bid / Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal / Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the 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.

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- (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 processor the Contract execution.
- (c) The Principal / Owner shall Endeavour 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 bidding process and throughout the negotiation or award of contract.
- 2) The Bidder(s)/Consultant(s) commit 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 of the Principal / Owner's employees involved in the Bid process or execution of the Contractor 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) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to 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) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document 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 participates 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 present in his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) / Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may fall upon a person, his /her reputation or property to influence their participation in the bidding process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal / Owner, under law or the Contract

- 1) 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 Consultants 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.

- 2) Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Bid process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
- 3) 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 IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

- 1) The Bidder(s)/Consultant(s) undertake(s) to demand from all sub Consultants 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 Consultants/sub-vendors.
- 2) 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, 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.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made /lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact 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 Headquarters 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 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 turnout 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 intentions.

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- 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 there of shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties here to 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 afore said. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Bid/Contact documents with regard to any of the provisions covered under this Integrity Pact. IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
 (For and on behalf of Principal/Owner)

.....
 (For and on behalf of

 Bidder/Consultant)

WITNESSES:

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

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

Place:

Date:

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DATA SHEET

S.No.	Description	Detail
1	Name of work:	Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.
2	Name and address of the Client Department	Banaras Hindu University, Varanasi
3	Engineer-in-Charge	The Executive Engineer & Senior Manager (C), BHU Project Varanasi-2, CPWD, BHU, Varanasi-221005 (Telephone No: 0542-2366347, e-mail: vnsee-bhupd2@cpwd.gov.in) or his successor as decided by CPWD
4	Employer / Department	Central Public Works Department, Government of India, unless otherwise specifically mentioned
5	Earnest money	Rs. 2.00 Lacs which shall be refunded after submission of 'Performance Guarantee' by the bidder whose bid is finally accepted. In respect of the other bidders, it shall be refunded immediately after their disqualification at appropriate stages.
6	Performance Guarantee	(Three percent) 3% of Bid Value
7	Security Deposit	2.5% of Bid Value
8	Time Allowed	6 months for Pre-construction stage + Time taken by other agency to execute the work
9	Accepting Authority	Chief Engineer cum Executive Director, BHU Project Varanasi, CPWD, Varanasi or his successor as decided by CPWD
10	Performance Guarantee (PG) i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	10 days
	ii) Maximum allowable extension beyond the period provided in above	7 days with late fees @ 0.1% per day of PG amount.

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11	Compensation for delay Authority for fixing Compensation	Chief Engineer cum Executive Director, BHU Project Varanasi, CPWD, Varanasi or his successor as decided by CPWD
12	Number of days from the date of issue of letter of acceptance for reckoning date of start.	10 days
13	Authority to give Extension of time for completion of work	Chief Engineer cum Executive Director, BHU Project Varanasi, CPWD, Varanasi or his successor as decided by CPWD

Section-I

SCOPE OF WORK FOR CONSULTANCY SERVICES

- 1.1 Under the scope of present consultancy services, Department of Chemistry Building, BHU has to be taken up for study and extending comprehensive consultancy services and to do the condition survey and to assess about the correct methodology for repair, Retrofitting and Restoration of the building.
- 1.2 The consultancy services shall be mainly focused on attending to Structural, Architectural and Services ailments in Department of Chemistry Building, BHU taking into account ailments which may be causing or may cause damage in future to the building.
- The consultancy services shall be rendered in two stages as under:
- Stage-I: Pre-construction: Inspection of building in detail, condition survey, identifying the problems and solutions and preparation of detailed estimate, including details of measurement, quantification of items and analysis of rates. It shall also include rendering assistance in preparation of tender documents.
- Stage-II: Construction: Rendering technical assistance in supervision of works while execution.
- 1.3 The consultant agency shall execute the condition survey of the work, mapping of defects, distress and all the ailments of the building on maps alongwith their quantification in sound engineering terms.
- 1.4 The consultant agency shall also workout the cost estimation for repairs, retrofitting and restoration of each ailment alongwith convincing justification for each based on sound engineering practice and also based on similar works executed in past.
- 1.5 The consultant agency shall have to prepare a detailed report regarding repairs, rehabilitation and restoration work of the building covering all aspects. This report should be a comprehensive document citing background and possible reasons for distress and ailments in the building, listing of all types of ailments, possible technical solutions to each ailment alongwith technical justification regarding its suitability. The cost estimate projected should be based on proper engineering justifications, measurement of items, analysis of rates, specifications of items, method of execution, special conditions etc.
- 1.6 The consultant agency shall also prepare Architectural & Structural designs and drawings of the suggested solution to each ailment of the building which should be based on sound technical reason.
- 1.7 The proposals submitted by the consultant are required to be technically and architecturally/structurally sound as per relevant IS codal provisions checked and may be checked by the expert agency/authority as decided by the department independently.
- 1.8 The Consultant Agency is supposed to provide sound and technical solutions which could hold well even during such technical vetting. However, any suggestion made by such expert agencies/authorities shall be incorporated by the consultant agency in their report or any other documents and the said modification are required to be made up to the satisfaction of Engineer-in-charge.
- 1.9 The consultant shall assist the employer by providing all inputs for preparation of Preliminary/Revised Cost Estimates, BOQ, and specification of items, tender documents for execution of works as and when required.

- 1.10 The Consultant agency shall also render its support in supervision of work during execution of such restoration work.
- 1.11 The consultant shall also prepare a detail document in consonance of the progress of work so as to show how the work progressed from present status of the building to till completion of restoration work as per scope of this RFP document. This document shall include photographs at different stages of various components of building facing ailments. The document should be comprehensive and self-speaking type. Three nos. hard copies in good quality photo paper of A-3 size duly laminated on each sheet alongwith soft copy shall be provided to the employer without any extra charges.
- 1.12 The consultant agency may have to pay frequent visits to work site at different stages of work and also to attend the meeting, wherever required at his own cost.
- 1.13 The Consultant shall faithfully and honestly perform the services pertaining to the problem assessing, finding solution, preparing detailed report, inspection of work during execution work, attending meetings etc. whatsoever at every stage of work. The Consultant, in general, will be required to report and liaison with the Employer/client. He will take requirements and hold discussions and submit drawings to the Employer. If required, the consultant will also have to attend the meetings and make presentation to the clients/other concerned representatives of the Employer, as and when required and nothing extra shall be paid on this account. The consultant has to fully cooperate with other consultants appointed by employer.
- 1.14 The Consultant will be required to prepare all design, drawings & reports etc. required for successful completion of the project from concept to completion.
- 1.15 The consultant shall be required to submit all services, structural and architectural drawings preferably in A1 size. All these drawings shall be dimensioned in millimetres.
- 1.16 All the detailed designs with calculation reports and any other details envisaged under this agreement shall be supplied in duplicate and all drawings would be supplied by the consultant to the Employer.
- 1.17 The Employer reserves the right to appoint any other agency/ agencies specialized in the field as deemed fit to the employer for getting suggestion on any technical or any other parameter as considered necessary by the employer. Such agencies may also review the concept, designs, proposal, detailed report submitted by the Consultant and the suggested changes shall be incorporated at appropriate stage of planning, design & execution by the consultant. Therefore, the consultant shall be required to work in close coordination with such specialized agencies, if appointed by the Engineer in charge.
- 1.18 The consultant may take assistance for designing of the specific services such as rain water disposal, plumbing and sanitary, electrical and mechanical services, heritage conservation, structural design etc from different sub-consultants if such professionals are not available with the firm in-house. The main consultant shall be responsible for accuracy and soundness of the performance of such sub-consultants. Nothing extra on account of engagement of the sub-consultants/professionals shall be paid by the employer.
- Sub consultant shall only be appointed by the main consultant after taking approval of Engineer in charge.
- 1.19 The consultant and his sub-consultants will be required to attend different offices of employer, client & local bodies located at Varanasi to provide periodical supervision as and when necessary or as and when required by the client or employer to clarify any decision or

interpretation of the drawings and specifications that may be necessary for which nothing extra shall be paid.

- 1.20 The consultant shall provide technical guidance/assistance during the execution stage when the work is being executed by other agency.

2.0 Stages to provide Consultancy services:-

2.1 Preparation of conceptual project report:-

The consultant shall

- (a) Take employer's/engineer in charge's instructions regarding requirement of the project as a whole including the expected cost of the project.
- (b) Visit the site.
- (c) Obtain from employer all the relevant information available on record pertaining to said building which could be useful in restoration work. The details available with the employer will be provided to the consultant on as is where basis is. The consultant must examine the reports and also satisfy himself about their correctness.
- (d) Examine the legislation, codes and standards as they affect the project.
- (e) Prepare conceptual project report relating to the project and obtain approval of the employer/Engineer in charge.

2.2 Condition survey:-

The consultant shall :

- (a) Work on condition survey in order to mapping the actual defects in different components of the building on maps along with their quantification as per sound engineering practice. The consultant shall do non-destructive tests as per sound engineering practice as per direction of Engineer in charge. The requisite photographs, drawings, etc. shall be prepared.
- (b) The consultant shall prepare condition survey report and take approval of Engineer in charge.

2.3 Detailed Project Report:-

The consultant shall:

- (a) Shall prepare a Detailed Project Report (DPR) for getting approval of the work from Banaras Hindu University, Varanasi. This DPR should be a comprehensive document covering all aspects relevant in the work along with suggested restorative methods, techniques and cost estimate.
- (b) Shall modify the DPR or any other document prepared by him in order to incorporate the suggestions given by expert as per approval of employer/Engineer in charge.

2.4 Quantity estimate and schedule of quantity:

The consultant shall:

- (a) Provide necessary support in framing BOQ (Schedule of Quantities) along with their quantum and rates supported by analysis of rates for all components of work requiring repair, rehabilitation and restoration for each phase of work separately.

- (b) Also provide detailed specification for each item of work based on technical expertise and as per sound engineering practice.
- (c) Also provide special terms and conditions to be incorporated in the tender document which could be helpful in execution of works involving such repairs and conservation items.

2.5 Consultancy services at work execution stage:

The consultant shall :

- (a) Provide full support in supervision of works during execution (to be done by other agency deployed by Engineer in charge). He shall have to join during inspections, conduct independent inspections, provide solutions to the inspection observations, give presentations, attend meetings with employer and client and any other authorities as per requirement of the employer.
- (b) Visit the site of work for periodical supervision and inspection (minimum one visit per month) as may be necessary to ensure that the work is being executed in accordance with the approved DPR and overall execution work plan and specifications.
- (c) Also prepare a document citing chronology of different events executed during restoration of each component of building. This document shall be well exhaustive and self-speaking giving full idea about the overall restoration work executed.

2.6 Completion stage:

The consultant shall:

- (a) Assist the employer with his continuous services as stated herein above till the completion certificate is issued by the employer to the contractor.
- (b) Also prepare the service drawings for the altered portions and list of do's and don'ts for effective monitoring and better maintenance after the restoration work is complete.

- 3.0** There may be delay in taking up actual execution of the work by the Engineer in charge after taking the DPR from the consultant. No escalation or damages shall be payable to the consultant on this account.

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4.0 Payment:

- 4.1 The Engineer in charge shall pay to the consultant the accepted tendered amount as remuneration for the services to be rendered by the Consultant in relation to said work. The fees shall be inclusive of GST applicable. The consultant shall be paid fees referred in above, in the manner laid down in payment schedule. The fees shall be adjusted subsequently to ensure that the total fees payable to the consultant does not exceed even after readjusting the same sub-head wise. The Engineer in charge shall, however, have the liberty to omit, postpone or not to execute any work but the consultant shall not be at liberty to omit, postpone or not to execute any work. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work.
- 4.2 The consultancy fee as per the schedule of fees are inclusive of fees payable by the Consultant to any other sub-consultant including green building consultant and Associates if engaged by him and nothing extra shall be payable by the employer on this account.
- 4.3 The fees payable to the consultant shall be in full discharge of functions to be performed by the consultant and no claim whatsoever against the employer in respect of any proprietary right or copyright by the consultant or any other party will be entertained. The consultant shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending against such claims during the project duration and up to 6 months after the completion of project.
- 4.4 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 deducted from the amount due to consultant. The decision of Engineer in charge will be final & binding. The liability of consultant under this provision shall be limited to 15% of the accepted tender value of consultancy fee.

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PAYMENT SCHEDULE

The selected bidder/consultant will be paid consultancy fee as in the following manner:

Sl.No.	Activity/Deliverable	Gross Fees Payable
(a)	On completion of conceptual project report, approval of CPR, condition survey (i.e. stage 2.1 & 2.2).	20% of the total fee payable.
(b)	On completion and approval of DPR (i.e. stage 2.3).	50% of the total fee payable.
(c)	On completion of stage 2.4 i.e. Quantity estimate and schedule of quantity.	70% of the total fee payable.
(d)	On performance of consultancy work under stage 2.5 i.e. Consultancy services at work execution stage.	90% of the total fee payable.
(e)	Completion of consultancy work (i.e. all stages complete).	100% of the total fee payable.

Note:- For any intermediate/ part stage execution, fee on pro-rata basis shall be payable as per decision of Engineer in charge.

5.0 TIME SCHEDULE TO BE FOLLOWED BY THE CONSULTANT:

D- The date of issue of acceptance letter by Engineer in charge.

Sl. No	Item	Time allowed
1.	Submission of conceptual project report, condition survey	D + 60 days
2.	Submission of Detailed Project Report (DPR)	D + 120 days
3.	Completion of stage 2.4	D + 180 days
4.	Work under stage 2.5 & 2.6	As per site execution work requirement

SECTION-II

INFORMATION & INSTRUCTIONS FOR BIDDERS

- 1.0 General:
- 1.1 Letter of transmittal and forms for deciding eligibility are given in the Section-III.
- 1.2 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 Bidder should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, 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.
- 1.6 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.
- 1.9 The statements and explanations contained in this bid documents are intended to provide a broad understanding to the Bidders about the subject matter of this bid document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Technical Consultant set forth in the Agreement or employer’s rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this bid document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent. The employer shall entertain no claims on this account.

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2.0 Method of application:

- 2.1 If the Bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 2.2 If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- 2.3 If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above 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.
- 2.4 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.

3.0 Final decision making authority:

- 3.1 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.

3.0 Particulars provisional:

- 3.1 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.

4.0 Site visit:

- 4.1 Bidders are encouraged to submit their respective Proposals after visiting the project area and ascertaining for themselves the site conditions, location, surroundings, availability of drawings and other data with the Client, applicable laws and regulations or any other matters considered relevant by them.

Award of work

The work may be awarded to the applicant, scoring highest total score as calculated, amongst the technically qualified bidders. The successful applicant shall be informed by the Engineer-in-Charge through a letter of acceptance of his offer.

The consultant shall communicate to the Engineer-in- Charge with in a fortnight of award of work, the names of all the sub consultants along with their credentials as per the bid document for the approval of the competent authority

After the approval of the sub consultant by the Department, 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.

The consultant shall submit 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. Formal agreement will be drawn by the Executive Engineer, BHU Project Varanasi-2, CPWD, Varanasi.

- **Release of Performance Guarantee:**

The performance guarantee shall be released on successful completion of all the activity as mentioned in this agreement under the “Payment schedule”.

- **Release of Security Deposit:**

The security deposit shall be released after 6 months (Six months) of successful completion of all the activity as mentioned in this agreement under the “Payment schedule”.

- Number of documents and copyright

- All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in six copies. All drawings as required for submission to all the local bodies, if applicable and other authorities shall be submitted as per the requirement of local body. Eight copies of all the final drawings shall be submitted to the Engineer-in-Charge along with a softcopy in CD for reproducing it in A-1 or large size. If there is any revision in any drawing / document for any reason, six copies of drawing/document shall be re-issued along with softcopy in CD 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.

- Issue of detailed working drawing / Modifications: - The consultant will match and approve the detailed working drawings (architectural as well as structural drawings) after vetting of structural drawings by I.I.T. or other agency, if applicable as decided by the Engineer-in-Charge.

- 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.

- 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.

The drawings prepared by the Consultant should have proper layer management and should be available to Department in Auto CAD format / soft copy in which the flexibility to make any change exists. These drawings shall be the property of the department.

SECTION-III

Letter of Transmittal

To,

The Executive Engineer & S.M.(C),

BHU Project Varanasi-2,

CPWD, BHU, Varanasi- 221005

Sub: Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.

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 during pre/ post construction stage for above-mentioned work.
- 2 I/We hereby express our interest and submit my/our bid for 'Initial Eligibility Bid' on prescribed formats for undertaking the work referred to in the aforesaid documents. I/We agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
- 3 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.
- 4 I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
- 5 I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
- 6 I/We understand that 'Technical Bid' is required to be submitted of those bidders only who are 'first Stage Pre-qualified' and we agree to submit the same if first stage prequalified.
- 7 I/We have uploaded my/our 'Financial Bid' in prescribed format. I/we understand that financial bid of top five final pre-qualified bidders only be opened.
- 8 I/We also authorize Executive Engineer & Senior Manager(C)-2, BHU Project Varanasi, CPWD, Varanasi to approach individuals, employers, firms and corporation to verify our credentials, competence and general reputation.

Date:

(Signature of authorized signatory of Consultant)

Address:

(Name and Address of Consultant)

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FORM 'A'

FINANCIAL INFORMATION

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five consecutive years ending March 2018 duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

2017-18	2018-19	2019-20	2020-21	2021-22
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(i) Gross Annual turnover on consultancy works.
(ii) Profit

II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidders

Signature of Chartered Accountant with Seal

Signature of Bidders

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FORM 'B'

FORM 'B'									
DETAILS OF ALL CONSULTANCY WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID (As per Eligibility Criteria)									
S.No.	Name of Work /project and location	Owner or sponsoring organization	Date of commencement as per contract	Details of works. (a) Project description in brief. (b) Total built up plinth area of the Project. (c) Age of building as on 31.10.2022	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details	Name and address / telephone number of office to whom reference may be made for verification.	Remarks

Similar work shall mean:-

“Providing Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening, Face Lifting, etc. for very old buildings with age more than 70 years as on 31.10.2022.”

Signature of Bidder

Note:

1. Supporting documents like Certificate from Client in support of each of the above projects to be furnished.
2. The photographs and/or sketches/drawing etc. can be enclosed to supplement any salient features/components.

Signature of Bidder(s)

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FORM 'C'

PROJECTS UNDER EXECUTION OR AWARDED

(similar works only)

S. No.	Name of Work /project and location	Owner or sponsoring organization	Cost of consultancy work in Lakh of rupees	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any and reason thereof	Name and address / telephone number of office to whom reference	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder(s)

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FORM 'D'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS 'B' & 'C'

1. Name of work /project & location
2. Type of Work: RCC framed/ Pre-fab/Monolithic
3. Agreement No.
4. Estimated Cost
5. Plinth Area (FAR +NON-FAR)
6. Bid Cost
7. Date of start
8. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
9. Amount of compensation levied for delayed completion, if any
10. Amount of reduced rate items, if any
11. Performance report

1	Quality of work	Outstanding/Very Good/Good/Poor
2	Financial soundness	Outstanding/Very Good/Good/Poor
3	Technical Proficiency	Outstanding/Very Good/Good/Poor
4	Resourcefulness	Outstanding/Very Good/Good/Poor
5	General Behaviour	Outstanding/Very Good/Good/Poor

Date

Executive Engineer or Equivalent

FORM 'E'

STRUCTURE & ORGANISATION

1. Name & address of the Bidder
2. Telephone No. /Telex No. /Fax No.
3. Legal status of the Bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)
Organization/Place of registration Registration No. i. ii. iii.
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization
7. Was the Bidder ever required to suspend contract for a period of more than six months continuously after he commenced the contract? If so, give the name of the project and reasons of suspension of work.
8. Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/ black listed for Bidding in any organization at any time? If so, give details.
10. Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. In which field of Civil Engineering construction/ Architecture the Bidder has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Bidder(s)

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FORM 'F'

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL OF THE FIRM TO BE
EMPLOYED FOR THIS WORK

Sl. No.	Designation	Total Number	Number Available for this work	Name	Qualification	Professional experience and detail of works carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9
i	Team leader							
ii	Architect							
iii	Civil Engineer							
iv	Electrical engineer							
v	Quantity surveyor							
vi	Any other important staff							

Signature of Bidder(s)

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Form 'G'

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY TEAM PERSONAL DATA
TO BE GIVEN FOR CONSULTANT'S/SUB CONSULTANT'S FIRM.

(As applicable)

1. Proposed Position:
2. Name of the person:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
(Summarize college/ university and other specialized education of staff member, giving names of college, dates attended and degrees obtained.) (Please furnish proof of qualification.)
6. Membership of Professional Societies:
7. Employment Record:
(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and locations of assignments.
8. Permanent Employment with the firm (Yes /No) If yes, how many years :
If no, what is the employment :
Arrangement with the firm? :
9. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage himself in any other assignment during the currency of his assignment on the project.
2. I, the undersigned, certify that to the best of my knowledge and belief, this bio data is correctly described myself my qualifications and my experience

Place :

Date:

Signature of the Authorized Representative of the firm

FORM 'H'

RECEIPT OF DEPOSITION OF ORIGINAL EMD

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

1. Name of Work: Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.
2. NIT No. : **15/EE/BHUPD-II/2022-23**
3. Amount of Earnest Money Deposit: Rs. **2.00 lacs**
4. Last date of submission of Bid : **23/12/2022**

Name of firm :#.....

1. Form of EMD#.....
2. Amount of Earnest Money Deposit#.....
3. Date of submission of EMD#.....

.....

Signature, Name and Designation of EMD
Receiving officer (EE/AE(P)/AE/AAO) alongwith Officer stamp

* To be filled by EE inviting tender.

To be filled by EE receiving EMD.

On non-judicial stamp paper of minimum Rs. 100

(Guarantee offered by Bank to CPWD in connection with the execution of contracts)

Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security Deposit/Mobilization Advance/ Refund of milestone withheld amount

1. Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under(NIT number)..... dated for (name of work) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)*..... as Earnest Money Deposit from (name and address of contractor)(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with(name and address of the contractor) (hereinafter called "the Contractor") for execution of work (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as Performance Guarantee/Security Deposit/Mobilization Advance/Refund of mile stone withheld amount from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs.(Rupees..... only) on demand by the Government within 10 days of the demand.

3. We,(indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.(Rupeesonly)

4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.

9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

1. Signature..... Authorized signatory
Name and address Name
Designation
Staff code no.

2. Signature Bank seal
Name and address

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money
or

for performance guarantee/security deposit/mobilization advance/Refund of mile stone withheld amount, as the case may be.

CLAUSES OF CONTRACT

1. Performance Guarantee:

The Bidder shall submit an irrevocable Performance Guarantee of 3% (Three 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 7 days with late fees as per the Data sheet mentioned above 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.

The Performance Guarantee shall be initially valid for 30 months. 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.

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 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 for which action to get it done at "Risk and cost of the bidder is taken as per the relevant clause of this agreement.

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.

2. **Recovery of Security Deposit:**

The Consultant whose bid may be accepted (herein after 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 2.5% of the gross amount of each running and final bill till the sum deducted, will amount to security deposit of 2.5% 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 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.

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 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. 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.

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. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 Lakh. 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 clauses and which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

3. **Compensation for Delay:**

If the Bidder 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 @ 0.75% per month of delay to be computed on per day basis decided by the Project Manager/Superintending Engineer (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 Time Schedule of work given in this document or that the work remains incomplete.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the accepted tender value of consultancy work. The amount of compensation may be adjusted or set-off against any sum payable to the Bidder under this or any other contract with the Government.

4. 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 Bidder 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:

If the Bidder has been given by the Engineer-in-Charge a notice in writing to that the work is being performed in an inefficient or otherwise improper or un work man like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

If the Bidder has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that 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.

If the Bidder 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.

If the Bidder 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 7days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

If the Bidder 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.

If the Bidder 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.

If the Bidder shall secure a contract with Government as a result of wrong Bidding or other non-bonafide methods of competitive Bidding or commits breach of integrity agreement.

If the Bidder 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 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 Bidder 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 credit or to appoint a receiver or a manager or which entitle the court to make a winding up order.

If the Bidder shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

If the Bidder 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 Consultancy works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the Bidder 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 Bidder under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered and Performance Guarantee under the contract shall liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) After giving notice to the Bidder to measure up the work of the Bidder 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 Bidder to complete the work. The Bidder, 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 Bidder 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 Bidder shall not be entitled to recover or be paid any sum for any work thereof or 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 bidder within 1/8th of the stipulated time for completion of work or one month whichever is more, either party may close the contract. In case bidder 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 bidder shall be refunded.

5. Time and Extension for Delay:

The time allowed for execution of the Consultancy works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the Consultancy works shall commence from such time period or from the date of handing over of the site whichever is later. If the Bidder 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.

If the work(s) be delayed by:-

- i Force majeure, or
- ii Serious loss or damage by fire, or
- iii Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- iv Delay on the part of other Bidder or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- v Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Bidder's control.

Then upon the happening of any such event causing delay, the bidder shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent and make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work.

Request for extension of time, to be eligible for consideration, shall be made by the Bidder in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Engineer-in-Charge. The Bidder may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case, the authority Chief Project cum Executive Director may give a fair and reasonable extension of time and reschedule the "time schedule for Consultancy works" given in this document for completion of work. Such extension or re scheduling of "time schedule

for Consultancy works” shall be communicated to the Bidder by the authority in writing, within 1 month or 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 Consultancy works” by the authority and this shall be binding on the bidder

6. Foreclosure of Agreement:

If at any time after acceptance of bid, Engineer-in-Charge shall decide to the abandonment or reduction of scope of Consultancy works due to any reason whatsoever do not require the whole or any part of the Consultancy works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the bidder and the bidder shall act accordingly in the matter. The bidder shall have no claim to any payment of compensation or otherwise whatsoever in account of any profit or advantage which he might have derived for the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work. In such circumstances the consultant shall be paid at contract rates full amount for Consultancy works carried out by him and accepted by the department, 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.

7. 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.

8. Levy/taxes payable by Bidder:

- 8.1 All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the

contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.

- 8.2 The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- 8.3 The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

9. **General Condition:**

The Architectural Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged, if any, by him.

The Engineer-in-Charge will have the liberty to supervise and inspect the work of consultant and/or his sub consultant at any time by any officer nominated by him who shall be at liberty to examine the records/documents.

The proposals shall be based on National Code of Practice, local bye-laws, environmental regulations and design norms and sound engineering practice.

The consultant shall render every assistance, guidance and advice in general to the Engineer-in-charge on any matter concerning the technical aspects of the project.

The consultant shall promptly notify the Engineer-in-charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Engineer-in-charge.

But until its termination by the Engineer-in-Charge as foresaid, this agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of Director or addition or introduction of any new Director. In case of death or retirement the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the agreement.

The consultant shall during the period of his assignments and thereafter, till satisfactory completion of the project, act as consultant and give related advice regarding the project.

The professional fees of the consultant is for the complete scope of consultancy work and shall be inclusive of all cost related to the visit to site, attending meetings, and conferences and making suitable presentations. The Fee quoted shall be inclusive of all prevailing taxes and levies including applicable GST.

Consultant professional fees are also inclusive of responsibilities of carrying out modifications in design and drawings.

The consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

10. Settlement of Disputes by Conciliation and Arbitration:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

10.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Additional Director General, Region Lucknow, CPWD, Lucknow) in the proforma attached herewith as appendix I under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This

time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

10.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma attached herewith as Appendix II, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority shall be Chief Engineer cum Executive Director, BHU Project CPWD, Varanasi or his successor thereafter, for appointment of Arbitrator. However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 11.1 above. In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

(a) **Number of Arbitrators:** If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.

(b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India). The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator. The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

(c) **Parties to select Arbitrator:** Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

10.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix II, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), within 7 days of the receipt of the said notice. Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the

Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice. It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- 10.4 Appointment of Arbitral Tribunal of three Arbitrators:** The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties. It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.
- 10.5 Applicable Law:** The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.
- 10.6 Fee payable to Arbitrator(s):** The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.
- 10.7 Place of Arbitration:** The place of arbitration shall preferably be Varanasi. However, the Arbitral Tribunal may decide the place in consultation with both the parties.
- 10.8 Terms of reference:** The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.
- 10.9 Interest on Arbitration award:** It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

APPENDIX- I

Reference of disputes and amount claimed for each dispute to the Conciliator.

To

The ADG/SDG

..... (Region)

.....

Subject: Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes

relating to agreement number:

.....

Dear Sir,

In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator.

1. Name of applicant:
2. Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company:
3. Full address of the applicant:
4. Name of the work and contract number for which arbitration is sought:
5. Name of the Division which entered into contract:
6. Contract amount:
7. Date of contract:
8. Stipulated date of start of work:
9. Stipulated date of completion of work:
10. Actual date of completion of work (if completed):
11. Total number of claims made:
12. Total amount claimed:
13. Date of intimation of final bill (if work is completed):
14. Date of payment of final bill (if work is completed):
15. Amount of final bill (if work is completed):
16. Date of claim made to Engineer-in-Charge:
17. Date of receipt of decision from Engineer-in-Charge:

I/We certify that the information given above is true to the best of my/our knowledge.

I/We enclose the statement of claims with amount of each claim.

Yours faithfully,

.....

Signature of the applicant

(Only the person/authority who signed the contract should sign here)

Copy to:

1. The Chief / Superintending Engineer

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APPENDIX- II

Notice for appointment of Arbitrator

To,
 The Chief Engineer/Superintending Engineer
 (Zone or Circle)

Subject: Notice for appointment of Arbitrator for adjudication of disputes relating to agreement number:

Dear Sir,

In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby give you notice to appoint an Arbitrator for adjudication of disputes mentioned below.

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SDG/ADG for conciliation
17. Date of receipt of SDG/ADG's decision
18. *I/We hereby give consent for appointment of Arbitrator of MoHUA.

An agreement as per Appendix- II is enclosed.

Or

* I/We do not give consent for appointment of Arbitrator of MoHUA.

FINANCIAL OFFER

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FINANCIAL OFFER

NIT No : 15/EE/BHUPD-II/2022-23

Name of Work: Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.

I/We hereby offer to provide consultancy services as per terms and conditions in the bid documents in consideration of rate/amount quoted here inclusive of all prevailing taxes and levies including applicable GST for the whole scope of work under this consultancy contract.

Schedule of Quantity					
S.No.	Description of Item / Work	Plinth area	Unit	Rate (per sqm)	Amount in Rupees
1	Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi	9850 sqm	Per sqm plinth area of the building		
Total=					

Note:

The rate quoted against the item shall be for the unit plinth area of the building. If there is +/- deviation in the plinth area as compared to the estimated plinth area of 9850 sqm taken in the schedule, corresponding increase/decrease shall be payable/ adjusted at agreement rate, as per actual measurements as measured by Engineer in charge.

I/We agree to keep this Financial Offer valid for 75 days from the date of opening of this Financial Bid.

I/We have read and examined the bid document relating to the Consultancy Services for Architectural & Engineering Design for Repair, Restoration, Retrofitting, Rehabilitation, Strengthening & Face Lifting of main building for Department of Chemistry at BHU, Varanasi.

Signed for and on behalf of the Firm

(Authorized Signatory of the Firm)

Date: