



## **BID DOCUMENT**

### **INVITED ON QUALITY-CUM-COST BASED SYSTEM FOR ARCHITECTURAL/CONSULTANCY SERVICES FOR THE DRAWING, DESIGN & DPR including BOQ**

**of**

**Various Department of HP Govt.**

1. Submission of Technical Bid : 07-12-2024 upto 05.00PM  
with Conceptual Plans
2. Opening of Technical Bid : 09-12-2024 at 03.00 PM
3. Opening of Financial Bid : 10-12-2024



**NOTICE INVITING TENDER**  
Quality-cum-Cost Based System

1. **Executive Engineer Shimla division No.- III, HP.PWD., Shimla Govt. of HP** invites Percentage Fee basis tender from Empaneled Consultants (by HPPWD), minimum 3 no. for comprehensive architectural planning, designing and DPR preparation, as per the schedule as under: Estimated Project Cost of this work is approx. Rs.- 50.00 crores (Tentative).

The Client Department will supply the:-

1. The detailed requirement of the project along with the area requirement (can vary upto 10%)
2. The site plan of the area. 13793.22 Sqr. Yard / 11531.13 Square meter
3. The revenue papers of the site.

Name of the work	Renovation/re-development of Himachal Bhawan at Chandigarh.
Client/Owner	<b>Executive Engineer Shimla division No.- III, HP.PWD., Shimla</b>
Brief Scope of Work	<p>After approval of Conceptual Plans by <b>Executive Engineer Shimla division No.- III, HP.PWD., Shimla</b></p> <p>(a) Preparation of the Detailed lay out plan, and drawings including floor plans with specifications of the materials and items including false ceilings, architectural design of the New proposed building in conformity with the legal requirements. Area and CLU certificate is attached as "Annexure-A". Approximate total plot area is 13793.22 Sqr. Yard / 11531.13 Square meter and built up area will be 75962.79 Sft. on old foot print of existing building</p> <p>(b) Architectural Structural shall be detailed and Structural design shall confirm to latest "Indian Standards on Earthquake Engineering" and other relevant code as applicable.</p> <p>(c) The project falls in the earthquake <b>Zone-4</b></p> <p>(d) Architectural Structural of Sanitary &amp; Plumbing (External &amp; Internal)</p> <p>(e) Architectural Structural of Electrification (External &amp; Internal connections of power) with Power Back up systems including lay out and specifications of solar panels.</p> <p>(f) Interior design, Furniture lay out, Air conditioning system, Fire protection &amp; detection systems, Access Control &amp; PA System, lift, site development, parking, gates and boundary wall and landscaping workings.</p> <p>(g) Architectural Structural of approach road/internal road from existing main road.</p> <p>To carry out Inspections and site visits during the construction of <b>Executive Engineer Shimla division No.- III, HP.PWD., Shimla</b> Digital walk through of the project.</p>
Estimated Consultancy Fees	<b>To be quoted on Percentage fee basis inclusive of all taxes and charges but exclusive of GST. Maximum amount quoted by the consultant shall not exceed 1.5% of the effective project cost for composite</b>

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	<p><b>consultancy services.</b>  <b>For the individual consultancy services, the quoted amount shall not exceed: -</b>  <b>Architectural consultancy---0.75% of the effective project cost</b>  <b>Quantity survey -----0.25% of the effective project cost</b>  <b>Structure Consultancy ----- 0.50 % of the effective cost</b></p> <p><b>**Effective cost**</b> of the project is the total Expenditure on the Project in which services of the consultant are rendered. It excludes GST and other direct expenditure occurred by the Client department on the project.</p>
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Time for Completion of work	<div>a) Suggestive Conceptual lay out plans floor wise to be submitted within 15 days of the issuance of work order.</div> <div>a) Detailed working drawings, plans etc to be supplied and Get Approval from Municipal Corporation Shimla/ Dharamshala/or any other local bodies as the case may be (Local Bodies) within 60 days of issuance of work order.</div> <div>b) Inspection – Inspection and site visits till completion and handing over of the project.</div> <div>c) The time period up to approval of the DPR as per scope of specific work shall be as under which shall be counted from the issuance of the LOA (Letter of Acceptance) or handing over of the site, whichever is later.</div> <table><tr><td>Category-A</td><td>Works above Rs 10 crore.</td><td>60 days</td></tr><tr><td>Category-B</td><td>Works costing Rs 2.00 -10.00 crore</td><td>40 days</td></tr><tr><td>Category-C</td><td>Works costing up to Rs 2.00 crore</td><td>30 days</td></tr></table>	Category-A	Works above Rs 10 crore.	60 days	Category-B	Works costing Rs 2.00 -10.00 crore	40 days	Category-C	Works costing up to Rs 2.00 crore	30 days			
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Category-B	Works costing Rs 2.00 -10.00 crore	40 days											
Category-C	Works costing up to Rs 2.00 crore	30 days											
Defect Liability period	6 months post hand over of completed project to the Client Department.												
Earnest Money Deposit	<div>The amount of earnest money to be deposited shall be as under which shall be deposited only through online mode as per GoHP instructions.</div> <table><tr><th>Category</th><th>Description</th><th>Amount of earnest money (in Rs)</th></tr><tr><td>Category-A</td><td>Works above Rs 10 crore.</td><td>Rs 150000/-</td></tr><tr><td>Category-B</td><td>Works costing Rs 2.00 -10.00 crore</td><td>Rs 50000/-</td></tr><tr><td>Category-C</td><td>Works costing up to Rs 2.00 crore</td><td>Rs 25000/-</td></tr></table>	Category	Description	Amount of earnest money (in Rs)	Category-A	Works above Rs 10 crore.	Rs 150000/-	Category-B	Works costing Rs 2.00 -10.00 crore	Rs 50000/-	Category-C	Works costing up to Rs 2.00 crore	Rs 25000/-
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Non-refundable cost of tender / Bid document	Rs. 5,000.00 (Rupees five thousand only) in the shape of DD/Bankers cheque in favor of <b>Executive Engineer Shimla division No.- III, HP.PWD., Shimla</b>
Period during which EMD, Cost of Bid Document with conceptual plans with drawing and views etc. as per site plan and requirement copies of which could be collected from office of the Executive Engineer Shimla division No.- III, HP.PWD., Shimla., tender document and other documents Self Attested in hard form shall be submitted.	<u>Last date of receipt</u> 07-12-2024 by 05.00 PM.
Date & time of opening of Technical bid & Conceptual Plans submitted.	<b>Executive Engineer Shimla division No.- III, HP.PWD., Shimla</b>

The tender document can be downloaded from the website/mailed to the empaneled comprehensive consultant.

**“Corrigendum, if any, would appear only on the web site and not be published”**

## **2.0 Minimum Qualification Criteria**

Only the empaneled Architects firms/consultant for participation in the tender should meet the following minimum qualifying criteria: -

### **2.1 Technical Criteria**

Only the invited Consultants/Individual consultants empaneled by the HPPWD are eligible to apply in their respective categories.

### **2.2 Annual Turnover**

Only the invited Consultants/Individual consultants empaneled by the HPPWD are eligible to apply in their respective categories.

### **2.3 Additional Qualifying Criteria**

In addition to above, the consultant should also meet the following qualifying criteria: -

Only the tenderer submitting conceptual design of proposed building as per site plan and requirement which could be collected from **Executive Engineer Shimla division No.- III, HP.PWD., Shimla head office enclosed shall be** considered with preliminary cost estimate.

### **2.4 Similar Works**

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Similar works means project consisting of multistoried composite Buildings, Institutional Complexes, Office buildings (Non Residential only) with minimum Ground + 2 Floors and also having experience of Hilly area Planning.

**2.5** Joint Venture / consortia of firms / companies shall not be allowed to participate in the Bidding process and if it is found at any stage before and after award of work, the EMD, any other security deposit and / or any other sums payable to such JV / Consortia shall stand forfeited. Further contract, if already awarded, without the prejudice of any other rights or remedy available to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** under any of the clauses of this General Condition of Contract (GCC), shall stand terminated.

3. The invited empaneled consultants must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents.
4. Information and Instructions for tenderers posted on website shall form part of bid document.
5. Architect firm / Consultant should submit self-certified copy of documents.
6. Architect firm/ Consultant must ensure to quote rate in percentage terms. Please note that the actual payment shall be as per the actual cost of construction on completion including all services and trades rendered by the Architect from time to time till completion of project.
7. Notwithstanding anything stated above, **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**
8. The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
9. The tenderer(s) if required, may submit questions in writing to seek clarifications latest by ..... **Land Site visit to be carried out by the bidders only.**

Minutes of meeting and Agenda/Corrigendum to tender document if any, will be uploaded by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**. or Sent vide e-mail to the invited bidders. No individual advice will be sent to any bidder.

10. **Executive Engineer Shimla division No.- III, HP.PWD., Shimla reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.**
11. List of Documents to be submitted with the bid: -
  - a. EMD Demand Draft or Banker's Cheque / Bank Guarantee or FDR for a period of 12



- months with auto renewal of any Nationalized Bank for EMD pledged to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**,
- b. Bid Document cost Demand Draft or Banker's Cheque of any Nationalized Bank towards cost of Bid Document amount to Rs. 5000/- favoring **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** payable at Shimla.
  - c. Conceptual Drawings clarifying the concept of Project as per Site Plan.
  - d. Letter of Acceptance of tender condition, in the prescribed format as Annexure-I in the section of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**,
  - e. Copy of GST Registration Number and PAN number.

## **12. Earnest Money Deposit:-**

The EMD shall be payable to the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** without any condition(s), recourse or reservations.

- i) The Bid will be rejected by the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** as non-responsive and shall not be considered in case EMD is not received in physical form.
- ii) The EMD of unsuccessful Architect firm/consultants will be returned within 15 days on their request along with Bank details, after issuance of Letter of Agreement (LOA) to the successful consultant.
- iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable performance guarantee if any, and has signed the contract Agreement whichever is later.
- iv) No interest shall be paid by the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** on the EMD.
- v) The EMD may be forfeited
  - (i) If a consultant withdraws the bid after bid opening during the period of validity.
  - (ii) In the case of a successful consultant; if the consultant fails to Sign the Agreement within the 7 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.

Technical bid documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Bid Document, concept plans and other documents placed in the envelope are found in order.



**Financial bid of only those technically qualified tenderers and whose documents are found to be in order after the Design Concept presentation and qualifies the criteria of minimum Marks in Design Concept Presentation shall be opened. The date of opening of Financial bid shall be informed to the tenderer by Fax / E mail.**

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
  - ii) The cost of form is not attached with the document.
  - iii) The EMD has not been attached with the document.
  - iv) The tenderer does not submit all the documents (including GST registration) as stipulated in the bid document.
  - v) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
13. Before the last time and date of submission of Technical bid as notified, the tenderer can submit revised bid any number of times.
14. Since it's a Quality-cum-Cost based System, so the acceptance of any or all tender(s) will rest with the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
15. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from authorized representative shall be intimated within 07 days of issue date of letter of award by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**.

Date of Start of work shall be reckoned from the 7<sup>th</sup> day after issue of the letter of award by the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Price bid, Special Conditions of Contract, General Conditions of Contract etc. The tenderers shall be deemed to have gone through the various conditions while making/preparing their technical financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

16. FINANCIAL INFORMATION

- (a) Name & Address of the bankers.

17. EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS

Bidder should furnish the following: -

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- (a) List of all similar works successfully completed during the last 5 (five) years (in form “E”).
- (b) List of the projects under execution or awarded (in Form “F”).

Particulars of completed works and performance of the tender duly authenticated / certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress of concerned Clients covering the required information as asked for in Form 'E & F'). The work completion/ experience certificates issued by other than Govt. Deptt./PSU shall be supported by the copies of the TDS certificates issued by the owner of the project.

- 18. The value of executed works shall be brought to the current level by enhancing the actual value of work done at simple rate of 7% per annum, calculated from the date of completion to last date of submission of tender.

**19. MODE OF SUBMISSION OF BIDS:**

BIDS shall be submitted manually in the office of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.** at the mentioned address. Technical Bids and Financial bids shall be placed in separate envelopes each of which shall be sealed. The envelope shall have the following written on the outside which should be clearly visible.

“TECHNICAL BID OF M/S \_\_\_\_\_ (Name of Bidder)- In case of Technical bid.

“FINANCIAL BID OF M/S \_\_\_\_\_ (Name of Bidder)- In case of financial bid. No other document should be in this(Financial Bid envelop) envelop except the financial bid of the consultant.

Both bids shall be placed in a 3<sup>rd</sup> envelope which shall also be sealed. Following shall be written on the outer envelope.

“BID DOCUMENTS OF M/S \_\_\_\_\_”



## **CRITERIA AND EVALUATION**

(For tenders invited on Quality cum cost based System)

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

### **1.0 Technical Evaluation:**

#### **1.1 Design Concept Plans enclosed with Tender Document as per Site.**

To become eligible for Technical Evaluation, the bidder must meet the minimum eligibility criteria as prescribed in NIT. Under this stage, the eligible empaneled consultants/individual consultants after meeting the minimum eligibility criteria, the financial bid of only those eligible bidders will be opened.

The Architect firm/Consultant shall submit Soft & hard copy of their Design concept and related details at the time of submission of bid documents. The concept design shall incorporate all the parameters as mentioned below under Evaluation Criteria.

The committee shall evaluate the design concept and would assign the marks independently and then the assigned marks would be averaged out.

The consultant shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

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

The invited Bidders will give a presentation of the work mentioned by the Name of the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** in front of the Committee constituted by the Concerned/Client Department.

(Committee shall constitute any members of the custodian/Client department, Chief Architect/ his nominee(HPPWD) and concerned Executive Engineer of that concerned HPPWD Circle.)

#### **Evaluation Criteria of the Design Concept Presentation**

<b>A.</b>	<b>Master Planning &amp; Zoning</b>	<b>30 Marks</b>
1.	Cost effective Site Utilization & Grouping of Functions, Economical design.	15
2.	Site Orientation: Massing (Compactness), Circulation (integration), Landscape blending with existing profile	15
<b>B.</b>	<b>Design Concept Planning</b>	<b>35 Marks</b>
1.	Aesthetics, Green Building Features, Disaster resistant methods / Technologies, Infrastructure for persons with disabilities.	10



2.	Incorporation of Environmental friendly & Sustainability considerations in planning and design considering the use of eco-friendly materials, locally available materials and maximization of retention of existing trees at site	10
3.	Principles of Life Cycle Cost and accomplished Advance/ Latest Technologies and innovative materials & Finishes (other than conventional Technologies/materials) proposed to be used.	10
4.	Innovative Modern and/or Contemporary, State of the Art Architectural features	5
<b>C.</b>	<b>Marking of Concept Plans Submitted by Bidder</b>	<b>35</b>
1.	Judge Knowledge Hilly area Architectural Design and Building Bylaws and Statutory Requirements of respective local bodies/Municipalities, etc. for which the bidder should visit the site (s) before submission of Bid.	20
2.	Interpretation of Design Concept, Interaction on concept and response to queries of the committee members if any online.	15
	<b>Total Marks</b>	<b>100 Marks</b>

Eligible bidders securing at least 80 marks & above marks in Design Concept Presentation will only qualify for Opening of Financial Bid.

Technical score of Design Concept submitted shall be 80 marks or above and for the purpose of evaluation, the technical bid shall have a weightage of 60% only.

## 2.0 Final Evaluation of Bid

The final selection shall be based on QCBS i.e. Quality and Cost based Selection.

The Financial bid of **those** tenderers whose documents are found to be in order and who qualify in Technical evaluation by securing atleast 80 marks & above. Date of opening of Financial Bid will be informed to the bidders by E mail.

The lowest Financial Bid will be given a financial score of 40 marks. The financial scores of the other three Financial Bids will be determined by giving marks out of 40 in the following manner.

Lowest Bid value/actual bid value\*40

Total Highest Score of Technical Bid (60% weightage) plus Financial Bid, out of 100 shall be awarded the work as per terms and conditions of RFP.



# **GENERAL CONDITIONS OF CONTRACT**



## 1.0 Scope of Work:

**Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, would furnish the requirements and area schedule for various functions to the Architect firms /Consultant, the Architect firms/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

- (h) Preparation of the Detailed lay out plan, structural designs and drawings including floor plans with specifications of the materials and items including false ceilings, architectural design of the New proposed building in conformity with the legal requirements. Area and CLU certificate is attached as “Annexure-A”. Approximate total plot area is 13793.22 Sqr. Yard / 11531.13 Square meter and built-up area will be 75962.31 Sft. on old foot print of existing building.
  - a) Architectural Structural shall be detailed and Structural design shall confirm to latest “Indian Standards on Earthquake Engineering” and other relevant code as applicable.
  - b) The project falls in the earthquake Zone-4.
  - c) Architectural Structural of Sanitary & Plumbing (External & Internal)
  - d) Architectural Structural of Electrification (External & Internal connections of power) with Power Back up systems including lay out and specifications of solar panels.
  - e) Interior design, Furniture lay out, Air conditioning system, Fire protection & detection systems, Access Control & PA System, lift, site development, parking, gates and boundary wall and landscaping workings.
  - f) The Safe Bearing Capacity (SBC) of soil will be taken as per Soil Investigation report.
  - g) Architectural Structural of approach road/internal road from existing main road.
  - h) Green building specifications and rainwater harvesting.
  - i) Assist in Obtaining all clearance from govt. agencies as required for such a project.
  - j) To carry out inspection during the construction of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**.

### I. Preliminary Stage

#### A. Preliminary Concept Report:

The Consultant shall

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b) **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, shall provide the Topographic Survey Drawings. However, it shall be the responsibility of consultant to doubly check at his own level the Topographic Survey Drawings & get Soil Investigation done. Further, consultant is not absolved of his responsibility of accuracy of his design on account of topographic survey/soil investigation. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
- c) Report on Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services to be identified.
- d) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work



and its component and service and cost of all such items involved. The Architect firms/Consultant should submit the design and modify it if considered necessary by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla, .** Site inspections for finalization of above details shall be conducted by the Architect firms/Consultant.

- e) Submit the preliminary estimate on detail as per PWD norms. The estimate shall also include the non scheduled items on prevailing market rate along with justification, specification.
- f) Obtain the approval of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla, /client** of (e & f) above and supply 4 copies of approved site plan (Layout Plan).
- g) Preparation & submission of 3D views and perspective views if required of the complete scheme as per requirement of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla, /Client.**
- h) The consultant, in case required, shall prepare and give presentations on the schemes as and when required by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla, /Client** and shall incorporate the changes desired by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla / Clients** without any extra cost.
- i) Architectural Structural shall confirm to latest “Indian Standards on Earthquake Engineering” and other relevant code as applicable.
- j) The project falls in the earthquake **Zone -4**
- k) The Safe Bearing Capacity (SBC) of soil will be taken as per Soil Investigation report.

#### **B. Preliminary Planning:**

- a) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, **Executive Engineer Shimla division No.- III, HP.PWD., Shimla, reserves** the right to exclude any of the above services from the scope of the Consultants' work.
- b) Prepare the DPR covering the following: -
  - i) Detailed Architectural, structural, & flowchart drawings.
  - ii) The Structural design details shall be got proof checked by Consultant, from IIT, NIT or NITTTER if so ordered by Local Municipal Corporation Authorities/State/ **Executive Engineer Shimla division No.- III, HP.PWD., Shimla, .** The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re- submit the design and drawing. Fees of proof checking institution/agency shall be reimbursed to tenderer by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** to the consultant on production of receipt from institution or Directly Paid by the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** to the Institute after getting the Invoice.



- iii) Detailed specifications of each work.
- iv) Bills of quantities duly priced along with take-off sheets. All estimates shall be prepared on the norms of Himachal Pradesh state schedule of rates 2020, and mostly on the basis of updated market rate analysis. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in State schedule of rates/DSR etc. shall have to be submitted, by collecting competitive invoices from the market.

The consultant shall supply Four Copies of the same with the preliminary drawings to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla, .**

- c) Submit market rate analysis for Non Schedule Items if required.
- d) Submit the proposal to local body complete as per requirement of local bodies including Presentation if required.
- e) Assist in Obtaining the approval of layout plan & drawing from the competent authority statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla .**
- f) The consultant will incorporate eco-friendly building materials like energy efficient equipment & fixtures etc. as per prevailing government rules.
- g) To assist the executing agency in preparing the Tender Documents and Tender Drawings and to supply BOQ, Specifications etc. to executing agency with special condition of the contract.
- h) Design Calculations for required components of the schemes including assist in getting approvals from the concerned authorities if any.
- i) Detailed Structural Drawings/Design Calculations for required components of the scheme.
- j) Detailed Electrical/Mechanical Drawings/Design Calculations if any for the components of the schemes including assist in getting approvals from the concerned authorities.
- k) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- l) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- m) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/ **Executive Engineer Shimla division No.- III, HP.PWD., Shimla, / State** and shall take their concurrence on all the observations.
- n) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account, but added in the cost of project for payment of fee.



- o) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, / Clients representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/ **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, or any other agency, as and when required.

## **II Working Drawing Stage:**

The preparation of detailed working drawings with details incorporating services and schedule of quantities.

This will include: -

- a) Preparation of working and detailed architectural and structural drawings and detailed estimate as per the latest Himachal Pradesh Schedule of Rates of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**. or any other Standard Schedule of Rates (SOR) for civil work, electrical works and **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** specifications for civil works, General specifications for electrical works Part I (Internal), Part II (External), Part III (Lifts and escalators), Part IV (Substation), Part V (Wet riser and sprinklers system), Part VI (HVAC works), Part VII (DG sets) and other **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and details of structural design of the work or in part of to facilitate call of tender in stages by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** .

For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

- b) To prepare & submit good for construction drawings & visit the sites of work as and when required as per requirement of Local bodies Authorities/ **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** /State to solve the problems of site & issue necessary clarifications/details of the Project along with Special Conditions of the Contract.
- c) Obtaining approval of local authorities, if any, and make changes required by them
- d) Facilitate in preparation & submission of adequate no. of the Tender Documents/ Tender Drawings comprising BOQ/Estimates, particular specifications etc. as required by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**,.
- e) Preparation & submission of adequate no. of Detailed Designs calculations/ BOQ/good for construction drawings for the components of the schemes as per requirement of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** The structural design shall have to be done on latest version of the software.
- f) Preparation & submission of Detailed Engineering Drawings, Detailed specifications & list of makes for all the equipment to be installed at site.

## **III. Construction Stage:**



- a) Supply to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** Four copies of the detailed working drawings, specifications, Bill of quantities and detailed estimates etc. free of charge for use during execution of work.
- b) Supply to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** such further drawings, specifications or details which may be required for proper execution of work.
- c) Assist in obtaining approval from any statutory body/local Govt. Body as applicable to this project for execution of work or for designs/drawings of the scheme.
- d) Assist to obtain **Executive Engineer Shimla division No.- III, HP.PWD., Shimla . . . ,** 's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme, without any extra charge.
- e) Carrying out all modifications /deletions/additions / alterations /in design/ drawing / documents as required by Local bodies Authorities /State / **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
- f) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- g) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account. At least one visit per month shall be mandatory which shall be done keeping in view the stage of work and in consultation with **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.**

After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla., .**

#### **IV. Completion Stage:**

- a) Assist in obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors with liaison through the concerned contractor and supply the same to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla., .** For this purpose, any assistance required from **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** will be extended to the Contractor. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla., .**
- b) Get the as built Completion Drawings prepared from contractor including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** and also hand over the original of the completion drawings to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla., .** The changes, if any during the execution of work will be



intimated by Executive Engineer Shimla division No.- III, HP.PWD., Shimla, to the Contractor for preparation of above drawings.

- c) Assist in preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to Executive Engineer Shimla division No.- III, HP.PWD., Shimla, and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities through Contractor.
- d) Assist Executive Engineer Shimla division No.- III, HP.PWD., Shimla, in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

#### **V. Defect Liability Stage:**

The Defects Liability Period for this Project shall be reckoned from the date of issue of Taking Over Virtual Completion or Virtual completion certificate by the Client/Statutory Bodies whichever is later. The consultant shall visit the site and provide all the drawings/details for rectification of defects, if any.

#### **3.1 Payment of Remuneration:**

##### **3.2 Remuneration**

The fee includes planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with Executive Engineer Shimla division No.- III, HP.PWD., Shimla., /Clients/ visits to local authorities, shall be included in the Fee, any actual fee charged by the govt. department for approval of the planning/permission charges/developmental charges/green certification charges shall be reimbursed on actual basis by the Executive Engineer Shimla division No.- III, HP.PWD., Shimla However, the vetting charges of the structural design from the institutions like IIT, NIT, NITTTER shall be borne by the consultant himself.

All payments shall be made in Indian currency only.

#### **4.1 Mode of Payment:**

- h) Milestone payment schedule for various activities are as under:

Stage	Milestone Achieved	Extent of Payment
1.	Preparation of Preliminary Concept Report including preliminary schemes and Rough Cost estimate and its approval, 3Ds as per the scope of work.	10% of the fees payable



<b>2.</b>	On completion of preliminary planning/Detailed Architectural Drawings and its approval from client department Preparation of Detailed Project Report DPR including preliminary schemes and estimate and its approval as per the scope of work.	20% of the fees payable
<b>3.</b>	Preparation of detailed structural design and its approval from the institutions like IIT, NIT, NITTTER	20% of the fees payable
<b>4</b>	Preparation of detailed working drawing and approval from Local bodies	10% of the fees payable
<b>5.</b>	Preparation of detailed drawings, tender documents, specifications, Finishing Schedule, Detailed Measurements and estimates.	10% of the fees payable
<b>5.</b>	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed	
<b>5a.</b>	On completion of 20% of the work	5% of the fees payable based on Prorate Basis.
<b>5b.</b>	On completion of 40% of the work	5% of the fees payable based on Prorate Basis.

<b>5c.</b>	On completion of 60% of the work	5% of the fees payable based on Prorate Basis.
<b>5d.</b>	On completion of 80% of the work	5% of the fees payable based on Prorate Basis.
<b>6.</b>	On completion of 100% of the work	Total 95% of the fee (consolidated)



7.	Balance after successful completion of the building/ project and receiving completion certificate from authorities, Defect Liability period whichever is later.	100% of the total fee
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- a) All the payments due to the consultant shall be made by Payees Account cheques or through NEFT, RTGS etc.

### 5.1 Additions, Alterations and Variation:

- i. **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests within in the total mentioned Built-up area
- ii. No extra payment shall be made to Consultant by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.**, on account of such additions & Alterations as enumerated above, provided the total built up area remains same.
- iii. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, Variations

The overall variations in actual cost of project w.r.t the approved estimated cost by more than 10% (Ten percent). The decision of the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** Engineer-in- charge in this regard shall be final and binding on the Architect firm/Consultant.

### 6.1 Taxes

- a) All taxes, income tax and any other livable tax excluding GST in connection with the execution of the contract levied by the statutory Authorities/State of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants and which shall not be reimbursed.
- b) Consultant has to mention GST in the invoice and amount of GST should be shown separately in the bill as per GST Rules as applicable from time to time.
- c) Any decrease / increase of taxes / duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla..** only and which shall be reimbursed by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.**

### 7.1 Performance Security/ Guarantee



- 7.2** For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than (fifteen) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** from a Nationalized Bank to the extent of 2% of the value of approved total consultancy fees of consultant or FDR of same amount pledged to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla..** with auto renewal. The Bank Guarantee shall remain valid till stipulated time for completion of work plus 90 days. The EMD paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee. However, consultant shall be at liberty to allow the conversion of EMD to Performance security.
- 7.3** It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 7.4** The performance security will be discharged by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** and returned to the Architect firm/consultants after successful physical completion of the project at site and submission of completion drawings and documents to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla,** and statutory bodies.
- 7.5** **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 7.6** Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** before the expiry date of the Bank Guarantee originally furnished / FDR submitted.

## **8.0 Retention Money**

5% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", if required in addition to the performance guarantee.

The retention money will be discharged by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** and returned to the Architect firm/consultants after successful physical completion of the project at site and submission of completion drawings and documents to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** and statutory bodies.

**Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

## **9.1 Completion period:**

- a. The overall completion period for the execution of this project from the date of



commencement of work shall be mentioned in NIT.

- b. If at any stage, the Project has been delayed by the acts of by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

**c. Escalation/ Price Variation**

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

**10.0 Commencement of Work:**

The commencement of work will be considered from 7<sup>th</sup> day of issuance of LOA.

The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favorably.

**11.0 Compensation for Delay:**

The time allowed for carrying out the work as specified in clause 9.1 (a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 0.2% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

**12.1 Abandonment of Work:**

- i) That if the consultant abandon the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, .
- ii) If at any time after start of work, the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** decides to abandon or reduce the scope of work for any reason



whatsoever and hence not required the whole or any part of the works to be carried out, **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

- 12.2** If at any time after award/start of work, the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

**13.0 Termination:**

**Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, provided equivalent payment is made by the client to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**.

**14.1 Number of Drawing Sets etc. and Copyright:**

The Consultant shall supply free of charge to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, the 05 sets of drawings as specified elsewhere of following documents in soft as well as hard copy.

- i) Detail Project Reports with colored drawings.
- ii) All the Drawings and estimates to be submitted to clients.
- iii) Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
- iv) All working drawings for all the components (Good for Construction Drawings).



- v) Detailed estimates and rate analysis of all works.
- vi) Completion drawings and detailed documents.
- vii) Tender drawings as per Executive Engineer Shimla division No.- III, HP.PWD., Shimla. requirements.
- viii) Fabrication Drawings of all equipment if any.
- ix) As built drawings after completion of project.

The Consultant shall supply free of charge to Executive Engineer Shimla division No.- III, HP.PWD., Shimla all the details of quantities (BOQ) detailed designs, reports and any other details envisaged under this agreement, including drawings architectural, structural, electrical, air conditioning or other services (internal and external) would be supplied by the consultants as indicated above. Any extra sets of drawings, if required Executive Engineer Shimla division No.- III, HP.PWD., Shimla shall be supplied at mutually agreed cost. All these drawings will become the property of Executive Engineer Shimla division No.- III, HP.PWD., Shimla. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except Executive Engineer Shimla division No.- III, HP.PWD., Shimla., and authorized representative of Executive Engineer Shimla division No.- III, HP.PWD., Shimla., .

#### 15.1 Determination or Rescission of Agreement:

Executive Engineer Shimla division No.- III, HP.PWD., Shimla without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, Executive Engineer Shimla division No.- III, HP.PWD., Shimla shall have powers :a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent .

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of Executive Engineer Shimla division No.- III, HP.PWD., Shimla, in this regard shall be final and binding on the consultant.

#### 16.1 Responsibilities for Accuracy of Project Proposals

- a. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify Executive Engineer Shimla division No.- III, HP.PWD., Shimla & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re- investigations etc. as required without any extra cost implication on Executive Engineer Shimla division No.-



### **III, HP.PWD., Shimla., .**

- b. The Consultant shall fully indemnify **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.,** from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- c. **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 "Mode of Payment".

### **17.0 Force Majeure Clause**

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is approved by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**

### **18.0 Withholding and Lien of Payment**

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

### **19.0 DISPUTE RESOLUTION AND ARBITRATION**

In the event of the any dispute relating to the interpretation and / or application of the provisions of the contracts, (whether during the progress of works or after their completion) the same shall be settled amicably through mutual discussion or shall be referred to the Secretary of the HPPWD

### **20.0 Jurisdiction**

The agreement shall be governed by the Indian Law for the time being in force and the Courts in alone will have jurisdiction to deal with matter arising there from. In any case any necessity arises for any of the parties to this agreement to file any suit or proceeding the same shall be filed in court jurisdiction of High Court, Himachal Pradesh only.

### **21 General:**

- 1. The scrutiny of the drawing, and designs by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla's** own supervisory staff or executing agency, if any, does not absolve the Architects of their responsibility under the agreement. The



Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.

2. The Architect firms/Consultant shall supply to **Executive Engineer Shimla division No.- III, HP.PWD., Shimla..**, copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
3. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against **Executive Engineer Shimla division No.- III, HP.PWD., Shimla..**, in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** indemnified all the times and shall bear the losses suffered by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** in this regard.
5. Consultant shall appoint and notify one senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/ Client / **Executive Engineer Shimla division No.- III, HP.PWD., Shimla..**, or higher authority of AWES, New Delhi.
6. All designs and drawings shall be the property of **NAME OF Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, The name and logo of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, shall be predominantly displayed on all the drawings and documents.
7. The originals of approved completion drawings shall be on good quality reproducible paper and soft copy of all the drawings & design shall have to be given on compact disc (CD) / Pen drive. The proprietary rights of all the design shall remain with **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**
8. The consultant shall be required to sign an Agreement with **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, within 07 days of the receipt of LOA based on these terms & conditions.
9. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, at that time.

## **22.0 FORECLOSURE OF CONTRACT BY Executive Engineer Shimla division No.- III, HP.PWD., Shimla.., /OWNER**

If at any time after the commencement of the work **Executive Engineer Shimla division No.- III, HP.PWD., Shimla..**, shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Authorized Officer of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla** shall give notice in writing of the fact to the consultant, who shall



have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

### 23.1 SUSPENSION OF WORKS

- (a) The consultant shall, on receipt of the order in writing of the Authorized Officer of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, suspend the progress of the works or any part thereof for such time and in such manner as the Authorized Officer may consider necessary for any of the following reasons:

- i) On account of any default on part of the consultant, or
- ii) For proper execution of the works or part thereof for reason other than the default of the consultant, or
- iii) If the work is partly or fully abandoned/suspended by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, for any reasons

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the **Executive Engineer Shimla division No.- III, HP.PWD., Shimla Engineer-in-charge**.

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.

- i) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
- ii) In the event of the consultant treating the suspension as an abandonment of the Contract by **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.



**Annexure-I**

**ACCEPTANCE OF TENDER CONDITIONS**

From: (On the letter head of the company by the authorized officer having power of attorney)

To

Executive Engineer  
Shimla division No.- III,  
HP.PWD., Shimla.

Sub: Architectural Engineering Planning, Designing and Construction Inspection verification of Topographical survey, soil investigation of site supplied by Executive Engineer Shimla division No.- III, HP.PWD., Shimla from conceptualization to completion.

Sir,

- 1 This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
- 3 I/We have viewed and read the terms and conditions of **Executive Engineer Shimla division No.- III, HP.PWD., Shimla.**, carefully.

I/We have downloaded / submitted the following documents forming part of the tender document:

- a) Notice Inviting E-Tender
  - b) Quoting Sheet for Tenderer
  - c) General Conditions of Contract
  - d) Special conditions of contract(SCC)
  - e) Conceptual Drawings As per Requirement /Site Layout/Plan, Drawings received from **Executive Engineer Shimla division No.- III, HP.PWD., Shimla**
  - f) Corrigendum, if any
- 4 I/we have submitted the mandatory certified documents such as cost of bid document, EMD and other documents as per Notice Inviting Tender

Yours faithfully,

Dated \_\_\_\_\_

(Signature of the tenderer)  
With rubber stamp



## ANNEXURE – II

### AFFIDAVIT

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

(To be submitted in Envelop-1)

Affidavit of Mr. ....S/o ..... R/o  
.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s..... Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for ..... (*Name of work*).....  
To Executive Engineer Shimla division No.- III, HP.PWD., Shimla....., are genuine and true and nothing has been concealed.
3. I shall have no objection in case EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA ....., verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case Executive Engineer Shimla division No.- III, HP.PWD., Shimla, demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA., at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA., verifies any or all BG/ FDR under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Branch /Office issuing Bank and I/We shall have no right or claim on my submitted EMD before EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA, receives said verification.

Sig of Tenderer

Sig of Authorized Officer



6. That the Bank Guarantee / FDR issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA, shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I, ....., the Proprietor / Authorized signatory of M/s.....do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from.....and that no part of it is false.

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)



## **FORMATS**

### **FORMAT PART OF TECHNICAL PROPOSAL FORM A TO I**

**Form-A****GENERAL INFORMATION**

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Contact Person: Telephone Nos. Fax Nos. Mobile e- mail ID	
4.	Type of Organization:  a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership)  d) A Limited Company (Attach copy of Article of Association)  e) Any other (mention the type)	
5.	Place and Year of Incorporation	
6.	Details of Registration/Membership with Council of Architects or such other Institute (copy attach)	
7.	Name of Director/Partners in the organization and their status along with their qualifications.	
8.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA ..... .....,	

Sig of Tenderer

31

Sig of Authorized Officer



	(Attach copy of power of Attorney)	
--	------------------------------------	--



9. Organization Chart of Key Personnel
- Details of Awards/Appreciations
10. supported with document to be submitted
- 11 Any other Information



**Form – B**

**Organization setup of the company**

**(Details to be furnished in the following format)**

Ser	Name	Designation	Qualification	Professional Experience and details of work carried out	Registration No. with validity	Years with firm	Remarks

**Note:**

1. Certificates of qualification in case available are required to be attached.



**Form – C**

**Details of work completed during the last 5  
(Five) years (Details to be furnished in the  
following format)**

S.No.	Name of Work	Scope of Services	Value of Construction	Date of start/ completion	Name & Address of the client	Remarks

Note

1. The following documents are to be enclosed for each of the above work:
  - i) Completion Certificate
  - ii) Other relevant documentary evidence, if any.

Sig of Tenderer

35

Sig of Authorized Officer



**Details of on-going work**  
**(Details to be furnished in the following format)**

S.No.	Name of work	Scope of Services	Value of Construction	Date of Start / %completion	Name & Address of the client	Remarks

Note:

1. The scope of services means whether the consultancy job included completed architectural planning and drawings, preparation of estimates or any other allied services (Please specify).
2. The following documents are to be enclosed for each of the above work:
  - i) Copy of Award letter
  - ii) Other relevant documentary evidence, if any



**Form-E**

**Turn over for last three years:**

Ser No	Financial Year	Fees Earned	Remarks
1	2020-21		
2	2021-22		
3	2022-23		

**Note:**

In addition to the above the applicant has to submit the following documents/ Information:

1. Copy of Balance Sheet(s).
2. Copy of valid GST Number with update details.
3. Copy of PAN/ TAN card.
4. Details of litigations, if any.
5. Other relevant details, if any.

Counter signed by Authorized  
person of the Firm

Signature of Applicant/Firm  
with seal

Sig of Tenderer

37

Sig of Authorized Officer



**FORM- F**

**AFFIDAVIT**

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS.10/-DULY  
CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr.....S/o.....  
R/o.....

I, the deponent above named do hereby solemnly affirm and declare a under:

1. That I am the Proprietor/ Authorized signatory of M/s .....having its Head Office/ Regd. Office at.....
2. That the information/ documents/ Experience certificates submitted by M/s..... along with this tender to EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA ....., are genuine and true and nothing has been concealed.
3. I shall have no objection in case EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA, verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA., demand so for verification.
4. I hereby confirm that in case, any document, information &/Or certificate submitted by me found to be incorrect/false/fabricated, EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA, at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar me / M/s from participating in any future tenders/ PQ.

**DEPONENT**

I,....., the Proprietor / Authorized signatory of M/s ....., do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.  
Verified at ..... this..... day of .....

**DEPONENT**

Sig of Tenderer

38

Sig of Authorized Officer



## **FINANCIAL / PRICE BID**

**(TO BE SUBMITTED IN A SEPARATE  
SEALED ENVELOPE SEPARATELY)**



## **FINANCIAL / PRICE BIDS**

Ser	Description	Qty	Consultancy Fee to be quoted on percentage basis on total completed cost of the project		Remarks
			In Figures	In Words	
1	The fees for rendering architectural & engineering design consultancy services for construction of Executive Engineer Shimla division No.- III, HP.PWD., Shimla Head Office and other related building if any at as per & within scope of work and terms and conditions of the tender/contract document including all taxes excluding GST	01 Job			

Sig with seal of Tenderer

Sig of Tenderer

40

Sig of Authorized Officer



## **AGREEMENT FORM**

This agreement made this day of -----(Month)----- (Year), between the “EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA ., A statutory Executive Engineer Shimla division No.- III, HP.PWD., Shimla

constituted under “The Executive Engineer Shimla division No.- III, HP.PWD., Shimla. Act, 1995” and having its Office at SCO 1062-63, Sector 22B, (hereinafter referred to as the “EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA, ” which expression shall include its administrators, successors, executors and assigns) of the one part and \_\_\_\_\_  
 ----(hereinafter referred to as the “Consultant” which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA., , has desirous of construction of “ ----- ”

(hereinafter referred to as the “PROJECT”) had invited tenders as per Tender documents vide NIT No. ----- Date -----and Corrigendum No. -----& Amendment No. -----dated ----  
 ---- uploaded on EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA  
 -----, website for Engaging Architects / Architectural Firms for Architectural planning, Designing and Detailing --.

AND WHEREAS ----- had participated in the above referred tender vide their TECHNICAL & Financial Bid ----- dated -----  
 and subsequent clarifications vide letter ----- dated -----  
 -- in response to EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA  
 -----, 's letter No. ----- dated -- --.

EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA  
 -----, has accepted their aforesaid tender and awarded the contract for Consultancy Services for Architectural planning, Designing and Detailing of --  
 ----

-----vide Letter of Award No. -----dated  
 -----which have been unequivocally accepted by -----vide their acceptance dated ----- -- .

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: ARTICLE 1.0

### **– AWARD OF CONTRACT**

#### **1.1 SCOPE OF WORK**

EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA  
 -----, has awarded the contract to -----for the work of Architectural planning, Designing and Detailing of ----- as per contract document defined in Article 2.0 below. The award has taken effect from 7<sup>th</sup> day of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

#### **ARTICLE 2.0 – CONTRACT DOCUMENTS**

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”)



- a) EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA .....  
's Notice Inviting Tender vide NIT No. ----- Dated ----  
----- comprising tender document (Section --- to ----- ).
- b) Corrigendum No. -----& Amendment No. ----- dated -----
- c) ----- vide Technical & Financial Bid -----dated -----
- d) EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA .....  
....., letter No. ----- dated ---- --.
- e) ----- clarifications vide letter ----- dated -----

2.2 EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA .....  
....., 's Letter of Award----- dated -----

2.3 Minutes of the kick off meeting held on----- --.

2.4 All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, in so far as the same or any part there of column, to the tender documents and what has been specifically agreed to by EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA ..... . Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its "TENDER" but not agreed to specifically by EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA ..... , in its Letter of Award, shall be deemed to have been withdrawn by the Contractor without any cost implication to EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA ..... . For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

### ARTICLE 3.0 – **CONDITIONS & COVENANTS**

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.
- 3.3 Consultant shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.



- 3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is ----- %of the total project cost on completion include all services and trades is inclusive of all taxes, excluding GST as applicable fee and charges, except the charges payable to a Government/autonomous body for seeking approval of the design, plan etc. as required under any law, rule or regulation in force, which shall be governed by the stipulations of the contract documents. However, the vetting charges of the structural design from the institutions like IIT, NIT, NITTTER shall be borne by the consultant himself.

#### ARTICLE 4.0 – NO WAIVER OF RIGHTS

- 4.1 Neither the inspection by EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA., or EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA.. Engineer-in-Charge or any of their officials, employees or agents nor order by EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA., or the Engineer- in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA., or EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA. Engineer-in-Charge nor any extension of time nor any possession taken by EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA. Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA., , or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

- 5.1 The Laws applicable to this contract shall be the laws in force in India. In any case any necessity arises for any of the parties to this agreement to file any suit or proceeding the same shall be filed in court jurisdiction of High Court, Himachal Pradesh only.

#### 5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at -----  
-----

For and on behalf of:

For and on behalf of:

WITNESS:

1.

2.

WITNESS:

1.

2.



**Appx A**

**SUMMARY OF UTILISATION OF LAND**

SER	PARTICULARS	PLANNED REQUIREMENT	REMARKS
		SqMt	
1	TOTAL BUILDABLE AREA FOR EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA .....	Square meters.	
2			
	TOTAL AVAILABLE LAND (Sq. meter)	Sq. meters	

**NOTE:-**

1. Utilization of vertical space to be done up to maximum allowable as per the existing provisions
2. For preparing Conceptual Drawings and View and submitting the same with Bid documents. Site plan along with the requirement of Executive Engineer Shimla division No.- III, HP.PWD., Shimla. Executive Engineer Shimla division No.- III, HP.PWD., Shimla. office building could be seen and copy can be collected from the EXECUTIVE ENGINEER SHIMLA DIVISION NO.- III, HP.PWD., SHIMLA ...



# **NOTE**

**THE INVITED EMPANELED  
CONSULTANTS ARE REQUESTED  
TO KEEP PERUSING THE  
WEBSITE FOR ANY UPDATE OR  
AMENDMENTS/CORRIGENDUMON  
THE SUBJECT TILL THE LAST  
DATE OF SUBMISSION**