

I N D E X

Name of work & Location Construction of Multipurpose Hall at NBSC/BIRD Campus Lucknow (UP) (SH: - **Comprehensive consultancy services for Preparation of Architectural and Structural design & drawings, development work including 5-Star GRIHA rating of Multipurpose Hall at NBSC/BIRD Campus, Ashiyana, Kanpur Road, Lucknow.)**

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[Certified that this N.I.Q. contains 1 to 37 (One to Thirty Seven) pages only]

**Executive Engineer (L)-I,
CPWD, Lucknow.**

**GOVT. OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

NOTICE INVITING e-QUOTATIONS

07/NIQ/EE/Lucknow-I/2025-26

The Executive Engineer(Lucknow)-I, CPWD, Lucknow on behalf of President of India invites item Rate Online Quotations (On <https://etender.cpwd.gov.in> or www.cpwd.gov.in) as per terms and conditions enclosed herewith from **CPWD empaneled and non empaneled Architect consultants** for job assignment of architectural, structural design etc. of the following work:

| | |
|--|---|
| Name of Work | Construction of Multipurpose Hall at NBSC/BIRD Campus Lucknow (UP) (SH: - Comprehensive consultancy services for Preparation of Architectural and Structural design & drawings, development work including 5-Star GRIHA rating of Multipurpose Hall at NBSC/BIRD Campus, Ashiyana, Kanpur Road, Lucknow.) |
| Time Allowed | 18 Months |
| Estimated cost | ₹ 23,10,000/- |
| Earnest money deposit | ₹ 46,200/- |
| Last date & time of submission of Quotations. | 11.08.2025 upto 3:00 P.M |
| Date & Time of Opening of Quotation. | 11.08.2025 upto 3:30 P.M |
| Validity of offer | 30 Days from the date of opening of Quotations. |

Eligibility Criteria: The intending bidder who fulfills, the following requirements shall be eligible to apply. **Joint ventures are not accepted.**

A. For CPWD empaneled Architect consultant of appropriate class.

- (a) The architectural consultant shall have valid empanelment order issued by CPWD (From ADG / SDG office).

B. For Non-CPWD empaneled Architect consultant :**(a) Experience of having completed works of similar nature :**

The bidder should have satisfactorily completed the similar works as mentioned below during the last 07 (Seven) years ending previous day of last date of submission of bid

| | |
|--|---|
| Three similar works each costing not less than | 40% of Estimated cost put to tender i.e Rs. 9.24 Lakhs. |
| OR | |
| Two similar works each costing not less than | 60% of Estimated cost put to tender i.e Rs. 13.86 Lakhs. |
| OR | |
| One similar works each costing not less than | 80% of Estimated cost put to tender i.e Rs. 18.48 Lakhs. |

Definition of similar work: - Similar work shall mean the works of comprehensive Architectural, Structural & MEP design consultancy for Educational / Research / Training Institutes / Office buildings / Commercial building (IT / ITes) / Institutional building and at least one eligible work should be minimum GRIHA 3 Star rated building.

Note: -

- i. Only works executed in India shall be considered for similar work.
- ii. All the eligible similar works executed and submitted by the bidders may be got inspected by CPWD official as decided by NIT Approving authority.
- iii. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum (without compounding); calculated from the date of completion to previous day of last date of submission of tender.
- iv. If Private work shown in support of eligibility criteria, certified copy of Tax deducted at source (TDS) certificate (Form 16A and 26AS) shall be submitted along with the experience certificate and TDS amount shall tally with the actual amount of work done. Otherwise, the amount that tally with TDS shall only be considered for eligibility.
- v. Online e-quotations are invited by Executive Engineer (Lucknow)-I, CPWD, Lucknow on behalf of President of India as per terms and conditions enclosed herewith for job assignment of work mentioned above.
- vi. Amount should be quoted in the schedule of quotation document. Online e-quotation shall be opened by **Executive Engineer (Lucknow)-I, CPWD, Lucknow, 4th Floor, Kendriya Bhawan, Sector - H, Aliganj, Lucknow-226024 at 3:30 P.M. on 11.08.2025**

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

- I.** Receipt of EMD as per Annexure-A.
- II.** Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/FDR of any Scheduled Bank against EMD.

The bid can only be submitted after **depositing of 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 and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt and Fixed Deposit Receipts of any Scheduled Bank towards EMD in favour of Executive Engineer, Lucknow Central Division-I, CPWD Lucknow, receipt for deposition of original EMD to division office of any Executive Engineer (including NIQ issuing Executive Engineer), CPWD and other documents as specified.**

- III.** Empanelment Order of the consultant issued by CPWD (From ADG / SDG office).
- IV.** **GST Certificate of Registration**, if already obtained by the bidder.

'or'

(B) Undertaking: If the bidder has not obtained GST registration **as applicable**, then he shall scan and upload following undertaking along with bid documents.

"If the work is awarded to me, I/We shall obtain GST registration Certificate, **as applicable**, within one month from date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which, I/we shall be responsible for any delay in payments which will be due towards me / us on a/c of the work executed and / or for any action taken by CPWD or GST department in this regard.

- V.** Undertaking for site inspection: Intending bidders must upload Undertaking regarding site inspection: **"I/we have inspected and examined the site of work and it's surrounding and fully satisfy before submitting my/our bids."**
- VI.** Copy of agency letter head having valid E-mail ID and Mobile Number.
- VII.** Experience Certificate issued by not below the rank of Executive Engineer or equivalent and at least one eligible work should be minimum GRIHA 3 Star rated building.

3. The bid submitted shall become invalid if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not deposit original EMD with division office of any Executive Engineer, CPWD.
- (ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD instrument.
- (iii) 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.

Executive Engineer (L)-I,
CPWD Lucknow.

RECEIPT OF DEPOSITION OF ORIGINAL EMD

(Receipt No. / date)

Name of Work: Construction of Multipurpose Hall at NBSC/BIRD Campus Lucknow (UP) (SH: - Comprehensive consultancy services for Preparation of Architectural and Structural design & drawings, development work including 5-Star GRIHA rating of Multipurpose Hall at NBSC/BIRD Campus, Ashiyana, Kanpur Road, Lucknow.)

NIQ No. : **07/NIQ/EE/Lucknow-I/2025-26**

1. Amount of Earnest Money Deposit: **Rs. 46,200/-**
(*Executive Engineer, Lucknow Central Division-I, CPWD, Lucknow.*)
2. Last date of submission of Bid: **15:00 Hrs. on 11.08.2025**

Name of Contractor :

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) along with Officer stamp

TERMS & CONDITIONS

1. Nature & Scope of Work:

The Consultant shall require to prepare Architectural and Structural Drawing/Design work of the building mentioned in subject on the latest Computer Software such as STAAD Pro etc. according to latest Indian Standards/Codes including provisions for earthquake resistant design and as per latest CPWD Specification. The results shall be tabulated and Architectural & Structural Drawings prepared in standard format as approved by Engineer-in-charge. The consultant shall require to engage various sub-consultants to carryout the work as per scope of work.

Salient features of the work:

| Sl. No. | Items | Descriptions |
|---------|---------------------|-----------------------|
| 1.0 | Nature of structure | RCC Framed Structure. |
| 1.1 | Built area (Approx) | 3500 sqm |
| | | |

2. Scope of Consultancy Job

2.1 Brief Scope of Job

- (i) The consultant(s) shall provide comprehensive consultancy services planning & design of **Construction of Multipurpose Hall at NBSC/BIRD Campus Lucknow (UP)**, complete design and drawings for architectural, interior, structural, MEP, BMS/IBMS HVAC / centralize cooling system designs, firefighting , alarm systems, CCTV, Intranet networking, Solar power generations / solar water heater system, Acoustic designs, external development work, landscaping & horticulture, furniture layout, drainage network, sewerage system, recycling of water, RWH external civil & electrical services, road network, and any other design inputs for finalization of project. This scope of work shall also include statutory and local bodies approval, if required, detailed design & drawings including taking approvals from proof consultant/client/department, BIM modeling of buildings including services, detailed project cost estimation, detailed project report, bid documents including specifications of items etc.
- (ii) The design of building(s) should meet requirement of **GRIHA 5-star** rating and provisions for conservation of energy and water through energy efficient & water conservation design features and specifications. The Consultant shall be associated till completion of the Work.
- (iii) **The consultant has to prepare 3 different Design samples and present before a committee constituted by CPWD/NBSC by use of MS Power point, Animation, 2D and 3D views etc. The consultant has to incorporate the suggestions of the committee and submit the final revised design.**
- (iv) The consultant has to visit the project site / office as and when required by Engineer-in-Charge or his authorized representative to review the progress of the work.

2.2 Architectural Planning and design

2.2.1 The Architectural & Interior plans/designs shall incorporate/meet following minimum provisions:

- i. **Meet the functional needs including requisite capacity of occupation.**
- ii. **Planning of all civil and electrical services including firefighting and air conditioning, acoustics, interiors, furniture etc.**
- iii. **Should possess features and forms of proposed buildings and other feature of the campus to express ethos of NABARD and should present a unique identity.**
- iv. **Should also incorporate local architectural features, materials, art and culture in the proposed design.**
- v. **Should be cost effective in construction cost.**
- vi. **Should be gel with local topographical features and climatic conditions of the site**
- vii. **Should have provision for recycling of water, wastes and available resources.**
- viii. **The architectural consultant / sub-consultant may be required to visit the project site**

2.3 GRIHA 5-Star Rating

- i. **Should be energy efficient and achieve GRIHA 5-star rating.**
- ii. **Should engage GRIHA empaneled sub-consultant to carry out all the works for 5-Star GRIHA rating.**
- iii. **The Complete work of GRIHA Activities shall be done as per Annexure-I (Page-14 to 15).**

2.4 Structural design

2.4.1 The Structural designs shall incorporate/meet following minimum provisions:

- i. **Complete Detailed Structural design & drawings of foundations, columns, Beams, lintels, chhajjas, slabs, water tanks, stairs, retaining walls, load bearing walls, trusses, drains, service ducts, culverts, roads and any other structural component required for completion of work.**
- ii. **Conventional RCC framed structure and/or steel or steel frame structure shall be adopted where latest technology is not cost effective and not feasible for this project.**
- iii. **The design should be cost effective while being structurally safe and sound in compliance of latest BIS codal provisions.**

2.4.2 The structural design shall be carried out in terms of latest editions (with up-to-date correction/amendment/errata) of BIS Codes (Bureau of Indian Standards), CPWD norms and as desired by the client/ department.

2.4.3 The Proof checking of the Structural Design & Drawings shall be carried out from IITs /NITs /Govt. Engineering Colleges or any other agency appointed by the department. The fee for proof checking shall be borne by the Consultant and nothing extra shall be payable in this regard.

2.4.4 Submission of 2 sets of all design calculations along with design philosophy and 4 sets of drawings in hard copies to the engineer-in-charge by the consultant. Soft copies of design and drawings shall also be submitted to engineer-in-charge.

2.5 Energy Efficiency Requirements:

- i. The required internal & external services with minimum cost, minimum maintenance and lowest consumption of energy, water & electricity should be envisaged for the building.
- ii. Usage of Sustainable Planning criteria to develop a green building is proposed so as to comply standards equivalent to Five (5) star GRIHA rated building.
- iii. The buildings will set new standards in energy efficiency adapted to the composite climate. They shall integrate energy conservation, enable water and waste recycling, and reduce embodied energy to achieve life cycle advantages.

2.6 Services and Miscellaneous works

2.6.1 Design and drawings of all the services (as per requirement of the building) like water supply/plumbing, sanitary design, sewerage system, rainwater drainage & conservation, disabled friendly corridors, Signage, Landscaping, Fire Alarm & fire fighting, LAN wiring, HVAC, Projector & Multimedia, Stage lighting, public address & sound system, Lifts, Exterior and interior lighting, Internal Electrical Installation, Electric substation, Power supply & Distribution system, DG Set for essential load, acoustics, furniture & furnishing, kitchen equipment, energy efficient building design, disable friendly building design, CCTV system etc. and all essential services required for satisfactorily completion of project and getting necessary approvals from Department/Clients/local bodies/Proof consultants, wherever required.

2.6.2 One combined integrated drawing of all services will be prepared. (For internal & external services separately). For services being laid in false ceiling, an integrated plan of all services will also be prepared to avoid interference from each other.

2.6.3 Internal and external signage's Plan & Design.

2.7 Animated Walk through and BIM Modelling (LOD 350)

2.7.1. BIM Modelling of building including all services with level of detail 350 coordinated model along with clash detection report at 50mm tolerance.

2.7.2. Preparation and submission of animated walk through for the buildings highlighting all unique features of the building after award of work.

2.7.3 Provide 6 sets of colored 3D views of the building from minimum 4 angles. He will also provide soft copies of these 3D views.

2.8 Estimate and Costing

- 2.8.1 **Preparation of Preliminary Project cost estimate(s)** for the entire scope of the work involved based on applicable Plinth Area Rates and Market rates for non-schedule items as per the prescribed format of CPWD.
- 2.8.2 **Preparation of detailed cost estimate(s)** of the entire scope of the work by considering individual/group of buildings/structures, Civil Services/Electrical Services/ Services/ Furniture/ Landscaping etc., based on Latest CPWD Delhi Schedule of Rates (DSR) in the prescribed format. The Detailed Estimates having details of measurement, BOQ, draft Bid document, analysis of rates, quotations for Market Rates of various items, specifications etc. shall have to be prepared and submitted by the consultant to the Engineer-in-Charge, CPWD for formal approval.
Two copies of approved Bid documents & detailed estimate shall be submitted along with soft copies.
- 2.8.3 Consultant shall modify Preliminary estimates and detailed estimates submitted by him, as per direction of Engineer-in-Charge till it is approved by competent authority.

2.9 Approval From local Authorities

- 2.9.1 The consultant shall submit as per rules all necessary drawings & details required for statutory approval to the local authorities and environmental clearance if required from State / Central Pollution Control Board obtain the same. Preparation of all submission drawings (any numbers) / materials and models according to size/scale for local bodies.
- 2.9.2 The consultant shall obtain, all statutory approval as per rules of 'Completion Plan' from all local authorities for occupation of the buildings after completion of construction works. Preparation of all submission drawings (any numbers)/ materials and models for these approvals.
- 2.9.3 All statutory and local bodies approval shall be taken by consultant. **All statutory payments required for these approvals from local authorities shall be made by the Client/CPWD.**

2.10 Specifications

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

3. Mode of Work:

- a) On the award of the work, the consultant shall go through the site survey plan provided by department. **He shall go through the same and prepare at least three different design/ model in architectural drawing along with 3D view and prepare power point presentation of the proposed design/model within two weeks of award of the work. The same shall be got approved from client department/Engineer-in-charge.**
- b) After finalizing the architectural drawing, the consultant shall carry out detailed analysis of the structure considering all relevant factors, based on the analysis/results the structural drawings shall be prepared in the standard format. The analysis input/results along with two prints of the structural drawings then shall be submitted to this office for checking.

- c) After checking of Architectural & structural design/drawing **within a week** the consultant shall carry out all modification/alterations in design/drawings as required. The modified/corrected design/drawings shall then be submitted to this office for final approval.
- d) **Within a week of the final approval**, the consultant shall supply all design and drawing in 5 (Five) set's in coloured and design calculations. The final Report/design/drawings shall also be submitted in USB Storage device for future record. Rs. 5000 will be forfeited if USB Storage device is not submitted within 15 days of submission of final drawings.
- e) All designs & Good for construction drawings shall include name & qualification of designer, checker and approval authority.
- f) The consultant may be required to attend the office of the Chief Engineer (Lucknow), Lucknow, CPWD, Executive Engineer (Lucknow)-I, CPWD, Lucknow and provide all required assistance/clarifications in connection with the checking of the design/drawings and its approval. Nothing extra shall be paid on this account.
- g) The design of services shall be based on details as shown in LOP and SSP. If consultant have required additional details he will arrange at own expenditure. Nothing extra shall be paid on this account.
- h) All the design and drawings shall become the property of CPWD and the Department will have the right to use the same anywhere else.

4. Mode of Payment :

The payment shall be made in stages as mentioned below: -

| Stage of Payment | Activities | Fee payable (in % of financial offer accepted) | Cumulative Fee (in % of financial offer accepted) |
|------------------|---|--|---|
| 1. | On submission and presentation of 3 different design samples before a committee by use of architectural drawings, animation, 2D & 3D views in MS power point. Incorporation of suggestions of the committee and final submission and approval of revised architectural drawing. | 10% | 10% |
| 2. | Finalization of specifications, preparation of detailed cost estimate and bid document and registration for GRIHA rating. | 30% | 40% |
| 3. | Preparation and issue of working drawings for construction purpose (Architectural, Structural and all other service drawings). | 30% | 70% |
| 4. | On completion of the project work and all the complete activities for the GRIHA certification. | 20% | 90% |
| 5. | On receipt of "Completion Certificate" from Local bodies /client & GRIHA 5-Star rating. | 10% | 100% |

Note : Pro-rata payment shall be made for each sub-head as per actual work done.

5. Tax Deduction:

The deduction of Taxes as applicable shall be made from the consultant's bill.

6. Other conditions:

- a) The competent authority reserves the right to accept any offer in part or full or reject any or all offers without assigning any reasons.
- b) Amount shall be quoted as per the salient features and scope of work given in the schedule attached.
- c) The Executive Engineer/Assistant Engineer may visit office of the consultant to check the progress of the work as and when required.
- d) The earnest money will be forfeited in case design consultant refuses to undertake the work assigned to them by the office of Executive Engineer (Lucknow)-I, CPWD, Lucknow.

7. Penalty for delays:

In case of delay in execution of the work beyond the time schedule mentioned in NIQ, penalty @ 0.5% of work order amount payable shall be levied for each day of delay, which may be up to 10% of the work order amount, shall be imposed on consultant by Executive Engineer. The penalty so determined by Executive Engineer (Lucknow)-I, CPWD, Lucknow shall be payable by consultant to department. The decision of Executive Engineer (L)-1 shall be final & binding on the consultant. This is beyond the purview of arbitration.

8. Termination of Job Assignment:

In case, the consultant fails to furnish Architectural & structural design/drawings in a specified manner and within the allowed / extended time period, Executive Engineer (Lucknow)-I, CPWD Lucknow shall have the authority to terminate the job assignment of consultant and get the same done from any other consultant. In the event of such termination, performance guarantee shall be forfeited and the said consultant shall not be allowed to bid in the retendering of the above-mentioned work besides other action for removal from the list of empanelled consultants of the department.

9- Performance Guarantee:

The contractor whose bid is accepted will be required to furnish performance guarantee of **5% (Five Percent)** of the bid amount in favour of "**Executive Engineer, Lucknow Central Division-I, CPWD Lucknow**" within the period of 5 days after issue of letter of acceptance. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque/Demand Draft/Pay order/ Government Securities or Fixed Deposit Receipts of any Scheduled Bank in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as mentioned above, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

Special - Conditions: -

1. The rate quoted above shall be inclusive of all activities mentioned in scope of work and inclusive of all taxes/levies including the GST etc. Nothing extra shall be payable.
2. The work shall be carried out as per direction of Engineer-in-Charge.
3. The work shall be executed as per latest IS codes and other codal provisions involved in the scope of work.
4. No T&P shall be issued to the contractor.
5. Contractor has to arrange the water himself for the work as required.
6. Rate shall be quoted in Lumpsum on job basis. In case of variation in plinth area, nothing shall be paid or deducted on this account.
7. Plinth area of the building/buildings to be designed shall be worked out as per the CPWD norms/guidelines.
8. Nothing extra shall be payable due to revision in structural design/structural drawings, which sometimes may be necessitated as per site conditions or other unforeseen reasons.
9. All payments shall be made as per payment schedule described under **Condition No.4: "Mode of Payment"**.
10. Any conditional offer is likely to be rejected.
11. The consultant may be called by CPWD officials for meeting to review the progress and status of report as well as discussion on the Architectural & structural design/drawings.
12. **Structural drawings shall be required to get vetted from any of institute as such IITs/NITs/HBTI Kanpur/ MMMUT Gorakhpur/ IET Lucknow or any Govt. Engg. College as approved by Engineer-in charge before submission to competent authority for approval. Rate quoted shall be deemed inclusive on this account.**
13. **All the documents for verification/ vetting or consultation shall be completed by agency within 15 days from the date of issue of directions. In case of delay in submission of documents Rs. 5000/- per day recovery shall be made for each delayed days.**
14. No extra payment will be made for operation/activity mentioned at **Sl. No. 1 to 13** above. Rate quoted by bidder shall be deemed inclusive on these accounts.

FOR “GRIHA” RATING

(a) **Design Review and Feasibility**

- i) This involves a detailed review of the entire project design to suit requirements outlined in the GRIHA rating system. Compliance to all the mandatory criteria is checked and it is ensured that these are met. In case of any challenges, Consultant is notified, and a solution is sought, to ensure compliance.
- ii) The feasibility report includes a detailed criteria-by criteria report on the suitability for the project. Feasibility reports will include verification and vetting of the project's feasibility, specifications of materials, architectural drawings, structural drawings and E&M drawings to achieve a 5-star GRIHA rating, along with conditions to be incorporated in the tender. This report will be presented to the CPWD on the points likely to be achieved and points that would require decisions from them to achieve 05-star GRIHA. Accordingly, The same shall be presented to the GRIHA to achieving the 05-star rating.

b) **On-site activities**

- i) In order to make project GRIHA certified, several activities need to be executed on the project site in order to meet GRIHA requirements.
- ii) The consultant will visit the site and ensure that all such requirements are met.(At least once in a month during execution Phase)
- iii) It would be consultant responsibility to train the on-site teams and provide them resources and checklists to effectively document information for submission to GRIHA.
- iv) In many instances, photographic evidence of the compliance activities needs to be taken. This needs to be done by the consultant with the coordination of the Construction agency and CPWD Team.

c) **Facilitation works**

- i) Creating awareness on Green Building concepts and GRIHA rating system for the Construction and CPWD team.
- ii) Facilitate the CPWD to select materials/equipment for Tender to meet GRIHA requirements. Support in identifying Manufacturer and specifications. The consultant shall exercise this before the floating of tender and try, to extent possible, to select the materials from the CPWD DSR 2023.
- iii) Co-ordinate with CPWD and Construction agency in selecting energy efficient and eco-friendly technologies based on life cycle analysis.
- iv) Co-ordinate with the CPWD and Construction agency to prepare drawings & documents required to submit GRIHA rating.
- v) Filter, cross validate, verify consistency, add value and consolidate to make the document suitable for submission to GRIHA.
- vi) Scrutinize the GRIHA documents before submission for review.
- vii) Prepare review document in consultation with the CPWD for second submission for award of GRIHA provisional certification for the project.
- viii) All the Documents shall be forwarded by the Consultant with the consultation of CPWD to GRIHA.

d) **Energy Simulation and Day-light simulation**

- i) Develop ECBS assumptions for GRIHA certification.
- ii) Modeling assumptions and schedules for the project.
- iii) Base case simulation including validation and debugging.
- iv) Identification of improvements and alternatives (Energy conservation measures (ECMSs)
- v) Analysis of individual ECM results.
- vi) Prioritizing and evaluation of combined ECMs.
- vii) Lighting simulation using “Lumen Micro or equivalent lighting simulation package” to meet the GRIHA requirement.

viii) Support in GRIHA India documentation.

ix) Incorporating changes required in the modeling subsequent to the preliminary GRIHA review.

Competency in use of relevant standards : Over time, Consultant team shall depute the person who is expertise in documentation of projects and can deliver quality documentation well-in-time. Consultant has thorough knowledge of the relevant standards such as ASHAE 90.1/62.1/189.1/55.

The Consultant shall have the ability in documentation of projects and can deliver the best in industry green building certification. Consultant shall have thorough knowledge of the involved standards in Green Certification such as ASHRAE 90.1, 62.1, 189.1, 55 etc. Consultant shall also have access to the CIR resources for several rating systems and the GRIHA policies and vendor data.

Consultant shall ensure that a smooth certification process is followed and that the desired certification rating is achieved.

e) Third Party Commissioning

i) Guidance on operation and maintenance to the commissioning contract team.

ii) Complete support for Third party commissioning

(A) Design review

(B) Construction documents review

(C) Focused review of submittals

(D) Re-commissioning management manual

(E) Near-Warranty Eng or Post-Occupancy review.

iii) Energy Audit simulations

iv) Consultant shall support during the review period which shall be released on receipt of certification from the rating authority.

f) Consultant Deliver the following reports/documents

i) Detailed design review and feasibility report.

ii) Energy simulation report for the project with suggested energy conservation measures.

iii) Daylight simulation report with relevant inputs on glass selection and window sizing.

iv) Complete documentation set for GRIHA submission.

v) Hand holding the project team to implement all the green measures at site.

g) GRIHA registration fee :

i) The Project registration fees shall be paid directly by the department i.e. CPWD, to GRIHA Secretariat, New Delhi and shall not be the part of the above work.

Design phase delivers OPR/BOD reviews, commissioning plans & construction phase sees submittal reviews, site visit logs & punch lists. All documents in electronic format, GRIHA credits in both electronic & hard copy.

ITEM RATE BID AND CONTRACT FOR CONSULTANCY WORKS

- (A) Bid for the work of - Comprehensive Design Consultancy Services for “Construction of Multipurpose Hall at NBSC/BIRD Campus Lucknow (UP) (SH: - **Comprehensive consultancy services for Preparation of Architectural and Structural design & drawings, development work including 5-Star GRIHA rating of Multipurpose Hall at NBSC/BIRD Campus, Ashiyana, Kanpur Road, Lucknow.**)”.
- (i) To be submitted by **3.00 PM** upto **11.08.2025** to **www.etender.cpwd.gov.in**.
- (ii) To be opened in presence of Bidders who may be present at **3.30 PM** on **11.08.2025** in the office of **Executive Engineer (Lucknow)-1, CPWD, 4th Floor, Kendriya Bhawan, Sector-H, Aliganj, Lucknow (UP)**.

Issued to

Signature of officer issuing tender.....

Designation - **Executive Engineer (Lucknow) -1, CPWD, 4th Floor, Kendriya Bhawan, Sector-H, Aliganj, Lucknow (UP)**.

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

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

We agree to keep the Bid open for **30 days from the last date of receipt** of technical bids part-1 and not to make any modification in its terms and conditions.

A sum of **Rs. 46,200/-** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right of remedy available in law, be a liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another consultant on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for Biding in CPWD in future forever and may

also terminate the existing contract. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit.

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

Dated:

Authorized Signatory of Consultancy Firm

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

The above Bid (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the President of India for a sum of Rs.....
(Rupees.....
.....).

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

For & on behalf of President of India

Signature

Dated:

Designation

DATA SHEET

| S.No. | Description | Detail |
|-------|--|---|
| 1. | Name of work: | Comprehensive Design Consultancy Services for “ Construction of Multipurpose Hall at NBSC/BIRD Campus Lucknow (UP) (SH: - Comprehensive consultancy services for Preparation of Architectural and Structural design & drawings, development work including 5-Star GRIHA rating of Multipurpose Hall at NBSC/BIRD Campus, Ashiyana, Kanpur Road, Lucknow.) ” |
| 2. | Engineer-in-Charge | Executive Engineer (Lucknow)-1, CPWD, 4 th Floor, Kendriya Bhawan, Sect-H, Aliganj, Lucknow (UP). |
| 3. | Department | Central Public Works Department |
| 4. | Estimated Plinth Area | As detailed elsewhere in this bid document about 3500 Sqm. |
| 5. | Earnest money | Rs. 46,200/- which shall be refunded after submission of Performance Guarantee. |
| 6. | Performance Guarantee | 5% of accepted Bid amount |
| 7. | Security Deposit | 2.5% of accepted Bid Amount |
| 8. | Schedule of payment | Attached in this bid document. |
| 9. | Time Allowed | 18 Months |
| 10. | General Rules & Directions | As detailed in this bid document. |
| 11. | Accepting Authority | As per delegation of financial power. |
| 12a | Performance Guarantee i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance | 07 days |
| 12b | ii) Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period as provided in (i) above. | 03 days |
| 13. | Number of days from the date of | 07 days |

| | | |
|-----|--|--|
| | issue of letter of acceptance for reckoning date of start. | |
| 14. | Authority to give fair and reasonable Extension of time for completion of work | Executive Engineer (Lucknow)-1, CPWD |
| 15. | Authority for fixing Compensation for Delay in Completion of Work | Chief Engineer (Lucknow), CPWD, Lucknow. |
| 16. | Tax liability | Consultant has to assess all applicable taxes i/c Goods & Service Tax (GST) and should include them in his quoted financial bid. |
| 17. | Bid Validity period | 30 days from the last date of receipt of Technical Bid Part-1. |

GENERAL RULES & DIRECTION

| | | |
|----------------------------|----|--|
| General Rules & Directions | 1. | All work proposed for execution by contract will be notified in a form of invitation to Bid pasted in public places and signed by the officer inviting Bid or by publication in News papers as the case may be. |
| | | This form will state the work to be carried out, as well as the date for submitting and opening Bids and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Bid, and the amount of the security deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours. |
| | 2. | In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of partners, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the Bid, and it must disclose that the firm is duly registered under the Indian Partners hip Act, 1952. |
| | 3. | Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where consulting firms are described in their Bid as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm. |
| | 4. | The officer inviting Bid or his duly authorized assistant will open Bids in the presence of any intending consulting firms who may be present at the time. |
| | 5. | The officer inviting Bids shall have the right of rejecting all or any of the Bids and will not be bound to accept the lowest or any other Bid. |
| | 6. | The receipt of an accountant or clerk for any money paid by the consulting firm will not be considered as any acknowledgment or payment to the officer inviting Bid and the consulting firm shall be responsible for seeing that he procures a receipt signed by the officer inviting Bid or a duly authorized Cashier. |
| | 7. | The Bidders shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the Bid documents drawings or other records connected with the work given to them. |
| | 8. | Use of correcting fluid, anywhere in Bid document is not permitted. Such Bid is liable for rejection. |
| | 9. | The consulting firm whose Bid is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the Bided value of the work. The Security deposit will be collected by deductions from the running bills of the consulting firm at the rates mentioned above. Security amount will also be accepted in cash or in the shape of |

| | | |
|--|-----|--|
| | | Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose. |
| | 10. | On acceptance of the Bid, the name of the accredited representative(s) of the consulting firm who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge |
| | 11. | Goods & Service Tax (GST) shall be payable by the Consulting firm and Government will not entertain any claim whatsoever in respect of the same. GST shall not be reimbursed to the consultant. |
| | 12. | The consulting firm shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him. |
| | 13. | The Bid for work includes all works detailed in scope of work and other term and conditions of this bid document. |
| | 14. | The consulting firm shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-In-charge may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The consulting firm shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act. |
| | 15. | The bidders are required to quote lumpsum fees (not in rate per sq.mt. or percentage basis) for consultancy work in prescribed format inclusive of all prevailing GST and all other taxes and levies. The price bid will include inter-alia, the fee for all components identified including detailed design, drawings and specifications for all parts covered in the scope of Project including all services & other allied works. |

CLAUSES OF CONTRACT

1. Performance Guarantee: -

- 1.1 The Bidder shall submit an irrevocable **Performance Guarantee of 5%** (Five percent) of the Bided amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within **7 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 **3 days** on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.
- 1.2 The Performance Guarantee shall be initially valid for **24 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.
- 1.3 The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the Bidder to pay President of India any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - (c) Failure to execute any subcomponent of the contract work.
- 1.4 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.
- 1.5 **RELEASE OF PERFORMANCE GUARANTEE**
The performance guarantee shall be released after recording of completion certificate for this contract/closure of contract by Engineer-in-charge.

2. Recovery of Security Deposit: -

- 2.1 The person/persons whose Bid(s) may be accepted (hereinafter called the Bidder) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.50% of the gross amount of each running and final bill till the sum deducted, will amount to security deposit of 2.50% of the Bided value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.
- 2.2 All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Bidder by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Bidder shall within 10 days make good in cash or fixed deposit receipt Bided by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.
The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above. Earnest money deposited at the time of Bids will be refunded after receipt of Performance Guarantee.
- 2.3 The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 1.00 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 1.00 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in various classes and which shall be extended from time to time depending upon extension of contract granted under provisions of clauses of the contract.

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

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

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

2.4 RELEASE OF SECURITY DEPOSIT

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

3.0 When Contract can be Determined: -

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

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

effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors. If the consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

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

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

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

In the event of above courses being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the consultant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

4. Time and Extension for Delay: -

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

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

- a. force majeure, or

- b. Serious loss or damage by fire, or
 - c. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
 - d. delay on the part of other agencies engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
 - e. any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Bidder's control
- 4.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within **Seven days** of the happening of the event causing delay on the prescribed form to the **Executive Engineer (Lucknow)-1, CPWD**. The consultant may also, if practicable, indicate in such a request the period for which extension is desired.
- 4.3 In any such case the authority as indicated in Data Sheet, may give a fair and reasonable extension of time and reschedule the "time schedule for consultancy works" for completion of work. Such extension or re-scheduling of "time schedule for consultancy works" shall be communicated to the consultant by the authority in writing, within 4 weeks of the date of receipt of such request. Non application by the bidder for extension of time/ re-scheduling of "time schedule for consultancy works" shall not be a bar for giving a fair and reasonable extension/re-scheduling of "time schedule for works" by the authority and this shall be binding on the consultant.

5.0 Compensation for Delay

If the consultant fails to maintain the required progress to complete the work or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated @ 1% per month of delay to be computed on per day basis or as decided by the **Chief Engineer (Lucknow), CPWD, Lucknow** (whose decision in writing shall be final and binding) may decide on the amount of Bided value of the work for every completed day/month (as applicable) that the progress remains below that specified in the table of Time Schedule for consultancy work or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion is specified in the Time Schedule for consultancy work.

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

5.1 TIME SCHEDULE & MILESTONE FOR CONSULTANCY WORK :

| Sr. No | Milestone | Period | Progress period from commencement of consultancy services | Withheld amount for non achievement of mile stone. |
|--------|--|--|---|--|
| 1. | Submission and presentation of 3 different design samples before a committee by use of architectural drawings, animation, 2D & 3D views in MS power point. | 03 Weeks from the date of commencement of consultancy work | 03 Weeks | 1% of accepted tendered amount |
| 2. | Finalization of specifications, preparation of detailed cost estimate and bid document and registration for GRIHA rating. | 03 Weeks | 06 Weeks | 1% of accepted tendered amount |
| 3. | Submission of preliminary Structural drawing, MEP drawings & submission of detailed specifications. | 02 Weeks | 08 Weeks | 1% of accepted tendered amount |
| 4. | Submission of working drawings for construction purpose (Architectural, Structural and all other service drawings), submission of detailed estimate and bid document for construction. | 02 Weeks | 10 Weeks | 1% of accepted tendered amount |
| 5. | Obtaining “Completion Certificate” from Local bodies /client & GRIHA 5-Star rating. | 04 Weeks after date of completion of the project | -- | 1% of accepted tendered amount |

6.0 FORECLOSURE OF AGREEMENT:

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

7.0 FORCE MAJEURE

In the event, that either party is prevented, wholly or a part by any force majeure cause, as

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

- 7.1 Any cause which is beyond the reasonable control of the consultant or department. Natural phenomenon including but not limited to weather conditions (excluding monsoon), fire explosion, floods, drought, earthquakes and epidemics.
- 7.2 Acts of any government authority, domestic or foreign, including but not limited to war declared or undeclared, priorities, guarantees, embargoes, licensing controls or production or distribution restrictions.
- 7.3 Strikes lockout and shortages.
- 7.4 Sabotage, riots, civil commotion, invasion and insurrection. .

8. Settlement of Disputes: -

Except where otherwise provided in the contract, all questions and arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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

The Chief Engineer shall give his decision within 30 days of receipt of consultant's request. If the consultant is dissatisfied with the decision of the Chief Engineer, the consultant may within 30 days from the receipt of the Chief Engineer decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of consultant's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as below: -

Standing Committee for Dispute Redressal: Clause 25

| Constitution of Dispute Redressal Committee (DRC) | | |
|--|---|--|
| | For total claims upto Rs. 25.00 lacs | For total claims more than Rs. 25.00 lacs |
| Chairman | As approved by CE(Lucknow), CPWD, Lucknow | |
| Member | | |
| Member | | |

9. 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.

10. Levy/taxes payable by Consultant: -

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

11. Number of documents and copy right

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

- 11.2 **Issue of detailed working drawing/Modifications: -** The consultant will issue 4 copies of detailed working drawings.

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

- 11.3 The drawings cannot be issued to any other person, firm or authority or used by the

Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

12. Responsibility of accuracy of project proposal

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

13. Engagement of Associate Sub Consultant

- 13.1 The design consultant shall associate with him specialized sub consultant(s) except for Architectural works, to provide consultancy for specialized components such as structural design, Mechanical & Electrical designs, Plumbing design, HVAC, CCTV, Firefighting and alarm systems, ECBC/Griha inputs, energy efficient design, audio-video and acoustical designs etc as per scope of consultancy work.

- 13.2 The sub-consultant for each specialized component should have satisfactorily completed, during the last 7 years, at least

- Two similar works of costing 60% of that particular component.
- One similar work costing 80% of that particular component.

Similar work shall mean "Design of Specialized component as proposed.

- 13.3 Following undertaking, on Rs 100 stamp paper, from proposed sub consultant, shall also be submitted by consultant to Engineer-in-charge :

Undertaking

" I/We hereby give my/our willingness to work as sub consultant with consultant M/s (Name of Consultant) for (field of specialization for which sub consultant is being associated) for (Name of work) under the agreement number (agreement number of main consultant for this work)

I/We will execute the work as per terms and conditions of the agreement no..... (agreement number of main consultant for this work) between M/s(name of main consultant) and CPWD and as per directions of Engineer-in-charge.

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

- 14.4 The appointment of sub-consultant(s) by the consultant shall be with the prior approval of competent authority specified in this bid document. Department reserves "the right to reject any sub consultant /firm proposed to be engaged by the consultant without assigning any reason.
- 14.5 Approval of sub consultant shall be granted by competent authority, after award of by work, based on details about sub-consultant(s) furnished by successful bidder in his Technical bid Part-1 and form A, B, C, D w.r.t sub-consultant(s) submitted by consultant within 15 days of date of commencement of work.
- 14.6 Engineer-in-charge may request more details about proposed sub consultant(s) from

successful bidder.

- 14.7 Competent authority shall not be bound to accept the name of sub consultant(s) proposed in technical bid and may request consultant to propose new sub consultant if he is not satisfied with the credentials of proposed sub consultant(s). Decision of competent authority shall be final and binding on the consultant. In such a situation, consultant shall submit complete details, in requisite forms, for new sub consultant(s) within 15 days of issue of directions to him by Engineer-in-charge, for approval of sub-consultant by competent authority.
- 14.8 Fee payable to sub consultant(s) hired by bidder shall be inclusive in quoted rates for consultancy fee by the bidder and nothing extra on this account shall be payable to the bidder during execution of consultancy contract.
- 14.9 If the competent authority is not satisfied with bidders credentials for in house design capabilities and experience in specialized component(s), the consultant shall be required to associate with him sub consultant(s) for specialized component. Nothing extra shall be payable to consultant for the same and sub consultant fee shall be inclusive in consultants tendered fee for consultancy. Decision of competent authority shall be final and binding on the Consultant.
- 14.10 **The consultant shall** enter into a formal agreement with sub consultant(s) bringing out all the relevant terms of association between consultant and sub consultant.
- 14.11 **The consultant shall** submit to the Engineer-in-Charge for record, letter of appointment to sub consultant(s) and copy of agreement between sub consultants and the main consultant. The sub consultant shall commence the Assignment within 10 (ten) days of issue of letter of appointment by the main consultant.
- 14.12 In case, consultant fails to take timely action for appointment/reappointment of sub consultant(s), the Engineer-in-charge reserves the right to appoint sub consultant(s) at the risk and cost of consultant. In such a case, the fee payable to sub consultant(s) appointment by Engineer-in-charge, shall be deducted from quoted fee payable to the consultant. Decision of Engineer-in-charge shall be final and binding on the consultant.

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called “ the Government “) having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called “ the said Bidder(s)”) for the work _____ (hereinafter called “ the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the bidder(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We _____ (hereinafter referred to as “as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government _____ an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government .

2. We _____ do hereby undertake to pay the (Indicate the name of the Bank).

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 bidder (s). 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 . _____ (Rupees _____ only)

- 3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the bidder (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.**

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the bidder (s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained

(Indicate the name of Bank)

shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in- charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder (s) accordingly discharges this guarantee.

5. We _____ further agree with the Government that the (Indicate the name of Bank)

Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said bidder (s) 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 bidder (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said bidder (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said bidder (s) 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. The guarantee will not be discharged due to the change in the constitution of the Bank or the bidder (s).

7. We _____ lastly undertake not to revoke this

(Indicate the name of Bank)
guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rs. _____

_____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the _____ day of _____ For _____

(Indicate the name of Bank)

Form of Earnest Money Deposit Bank Guarantee Bond

1. WHEREAS, bidder (Name of bidder) (hereinafter called "the bidder") has submitted his Bid dated (date) for the construction of (name of work) (hereinafter called "the Bid"). KNOW ALL PEOPLE by these presents that we.....(name of bank) having our registered office at (hereinafter call the "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-charge") in the sum of Rs..... (Rs in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with common seal of the said Bank this day of

2..... THE CONDITIONS of this obligation are:

- (1) If after Bid opening the bidder withdraws, his Bid during the period of validity of Bid (including extended validity of Bid) specified in the Form of Bid;
- (2) If the bidder having been notified of the acceptance of his Bid by the Engineer-in-Charge:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the instructions to bidder, if required;
 - OR
 - (b) Fails or refuses to furnish the performance Guarantee, in accordance with the provisions of Bid document and instructions to bidder,

We undertake to pay to the Engineer-in-charge either upto the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-charge having to substantiates his demand, provided that in his demand the Engineer-in-charge will note that amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date*..... after the deadline for submission the Bid as such deadline is stated in the instructions to bidder or as it may be extended by the Engineer-in-charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE

BANK

WITNESS.....

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of six months from last date of receipt of Bid.

ADDITIONAL CONDITIONS

(A) RESPONSIBILITIES OF ENGINEER-IN-CHARGE

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

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

(B) RESPONSIBILITIES OF THE CONSULTING FIRM

- 1 The Consultant shall execute all works/provide consultancy services as per scope of work and terms & conditions of this bid document.
- 2 The department may provide conceptual architectural drawings to the consultant and he shall incorporate the concept suitably in the architectural drawings as per discussion with department and client.
- 3 **Consultant shall propose 3 or more alternatives for specifications of various items proposed in the design and drawings for consideration and approval of the Engineer-in-charge and specifications approved by Engineer-in-charge shall be final and binding on consultant for adoption and final submission of design & drawings.**
- 4 The Consultant shall assume full responsibility for the designs and specifications for items described in the scope of work in accordance with the relevant Indian Standards and other established codes.
- 5 The Engineer-in-charges / his authorized engineers will have full access to the details, calculations and designs for architectural, civil, electrical and mechanical works for the purpose of scrutiny and satisfying themselves on correctness of data. The design engineer of the Consultants shall be available to render all help for the above scrutiny at Engineer-in-charge's office or at a place as directed by Engineer-in-charge.
- 6 The Consultant shall advise the Engineer-in-charge regarding the work under execution during their visits to the site and submit reports on their observation.
- 7 Any deviations from the approved drawings or specifications that may be observed by the Consultant shall be given in writing by him to the Engineer-in-charge who shall issue necessary instructions to the executing agencies.
- 8 No change is to be made by the Consultant in the approved drawings and specifications at site without the prior written consent of the Engineer-in-charge.
- 9 The Consultant, within fees mentioned in this agreement shall, for the scope of work and

services to be rendered thereon, engage qualified sub consultants with prior approval of competent authority as defined in this bid document. The remuneration for any such sub consultants appointed by the consultant for the services under this agreement shall be borne by the Consultant at his cost.

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

(C) General

- 1 The Consultant should preferably interact closely with reputed Institutes with view to take relevant inputs from them for Architectural and Engineering designs.
- 2 The scope of the work mentioned in this Bid Document is broad and suggestive. Notwithstanding the scope of the work and role of consultant mentioned elsewhere in this Bid Document, the consultant is required to provide consultancy services on all aspects of the work for completing comprehensive planning and designing for **“Construction of Multipurpose Hall at NBSC/BIRD Campus Lucknow (UP) (SH: - Comprehensive consultancy services for Preparation of Architectural and Structural design & drawings, development work including 5-Star GRIHA rating of Multipurpose Hall at NBSC/BIRD Campus, Ashiyana, Kanpur Road, Lucknow.)”**
- 3 However, the Engineer-in-charge reserves the right to exclude any of the above services from the scope of the consultant’s work. In case of withdrawal of any services from the scope of consultant’s work at later stage, the consultant shall be paid for the work done by him upto the date of withdrawal of such item/item of work and services.
- 4 The consultant shall maintain constant and regular interaction with the department, nodal authority of **NBSC/BIRD Campus** for execution of his services under this contract.
- 5 The consultant shall provide services during execution phase also. All necessary modification/corrections in design and drawing shall be carried out by the consultant as and when required.
- 6 The Consultant shall assist the department regarding the sequence and methodology of construction.
- 7 The Consultant shall coordinate with the department and attend meetings with the department as and when required including meeting with the client and contractors during construction phase.
- 8 The consultant shall also assist the department in making presentation. Necessary inputs for presentation shall be provided by the consultant.

| SCHEDULE OF QUANTITIES | | | | | |
|--|--|-------------|--------------|-------------|---------------------|
| Name of work: - Construction of Multipurpose Hall at NBSC/BIRD Campus Lucknow (UP) (SH: - Comprehensive consultancy services for Preparation of Architectural and Structural design & drawings, development work including 5-Star GRIHA rating of Multipurpose Hall at NBSC/BIRD Campus, Ashiyana, Kanpur Road, Lucknow.) | | | | | |
| Item No. | Description of Items | Qty. | Rate | Unit | Amount |
| 1 | Comprehensive consultancy services for Architectural and Structural design & drawings including preparation of 3 nos. models and walk through for proposed work (design should be comply to GRIHA 5 star rating) including water supply / plumbing, sanitary design, sewerage system , rainwater harvesting, disabled friendly corridors, Signage, Landscaping, Fire Alarm & firefighting, LAN wiring, HVAC, Projector & Multimedia, Stage lighting, public address & sound system, Lifts, Exterior and interior lighting, Internal Electrical Installation, Electric substation, Power supply & Distribution system, DG Set for essential load, acoustics, furniture & furnishing, kitchen equipment, energy efficient building design, CCTV system including development work all as per latest Indian codal provision and submission final design calculation including vetting of the structural drawings from any of the institute as such IITs/NITs/HBTI Kanpur/ MMMUT Gorakhpur/ IET Lucknow or any Govt. Engg. College and submission of duly vetted four set print in hard copy and AutoCAD file in pen drive all complete as per direction of Engineer-in charge. | 1 | 23,10,000.00 | One job | 23,10,000.00 |
| TOTAL | | | | | 23,10,000.00 |

Note:

1. If quoted rates is "Normal Item" this amount will be paid to contractor/Firm by CPWD.
2. If quoted rates is "Minus Item" this amount will be paid to CPWD by contractor/Firm.
3. If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.