

**TATA MEMORIAL CENTRE -ACTREC
A GRANT-IN-AID INSTITUTE OF DEPARTMENT OF ATOMIC
ENERGY, GOVERNMENT OF INDIA**



E-TENDER NOTICE

Name of work:-

**Providing Comprehensive Architectural consultancy Services,
Designing& Liaison work for Construction of Hostel Building (G+17)
having Standalone RCC Structure in Plot 2, Sector – 22, adjacent to
Central Park, Kharghar, Navi Mumbai 410 210, Maharashtra, India**

**NIT No: TMC/ACTREC/Engg/SKB/ET-33/App Consultancy Hostel
Building/2021**

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ACTREC
Engineering Services

NIT No: TMC/ACTREC/Engg/SKB/ET-33/App Consultancy Hostel Building/2021
INDEX

Sr. No.	Item Descriptions	Page No.
1	Facia page	1
2	Index	2
3	E- tender Notice	3-4
4	Section 1	5
5	Introduction	6
6	Brief requirement	7-9
7	General terms and condition	10-12
8	Requirement for Architectural Consultancy Services	13-19
9	Information to bidders for e-tendering	20-22
10	Section 2	23
11	Information to Consultants	24-25
12	Preparation of proposal	26-27
13	Section 3 - Technical Evaluation	28-34
14	Form 3A-1	35
15	Form 3A-2	36
16	Form 3B Arch	37
17	Form 3C-1 Arch	38
18	Form 3C-2 Arch	39
19	Form 3D Arch	40
20	Form 3E Arch	41
21	Form 3F Arch	42
22	Form 3G Arch	43
23	Form 3H Arch	44
24	Form 3I Arch	45
25	Form 3K	46
26	Form 3L	47
27	Annexure I & II	48-49
28	Section 4 – Standard form of Financial Proposal	50-54
29	Section 5 – Standard form of contract	55
30	Draft agreement	56-58
31	General Condition of Contract (GCC)	59-71
32	Special Condition of Contract (SCC)	72-79
33	Form 5D of Guarantee of Performance Certificate	80-81
34	Form 5E OF Bank Guarantee Bond for EMD	82-83
35	Appendix - A	84-85
36	Technical evaluation solved example	86

NOTICE INVITING E-TENDER

(i)	Name of Work	:	Providing Comprehensive Architectural consultancy Services, Designing & Liaison work for Construction of Hostel Building (G+17) having Standalone RCC Structure in Plot 2, Sector – 22, adjacent to Central Park, Kharghar, Navi Mumbai 410 210, Maharashtra, India
(ii)	Estimated Cost for Consultancy: (Excluding GST)	:	Rs. 1.62 Crores (Total expected cost of project is 79.15 Cr)
(iii)	Earnest Money Deposit	:	<p>1)EMD of Rs.3,24,000.00/- to be submitted in the form of Fixed Deposit Receipt/ DD issued by a Scheduled bank in favour of Accounts Officer, TMC-ACTREC, Payable at Navi Mumbai</p> <p>However the bidders may submit the EMD as follows:</p> <p>i) Rs.3,24,000.00/- in the form of cash receipt/ FDR/DD as prescribed above.</p> <p>or</p> <p>ii) a)50% of EMD Amount i.e., Rs.162000.00/- in the form of Demand Draft/ Bankers Cheque or Fixed Deposit Receipt as prescribed above and</p> <p>b) Balance amount 50% of EMD Amount i.e. of Rs 162000.00/- in the form of Bank Guarantee (BG) issued by a Scheduled Bank drawn in favour of 'Accounts Officer, ACTREC</p> <p>Note:</p> <p>1) Bank Guarantee should strictly in accordance with the prescribed format otherwise, it shall not be accepted.</p> <p>2) EMD in the form of cheque will not be accepted.</p> <p>3)EMD – As per circular Dt:12th November 2020 from Ministry of Finance and Rule 170 of General Financial Rules (GFR's) 2017, Micro and Small Enterprises (MSE's) and the firms registered with concerned Ministries / Departments are exempted from submission of EMD provided the submission of Declaration Form by the Vendor along with tender.</p> <p>Note: EMD in the form of Individual Cheque will Not be accepted.</p>
(iv)	Period (Duration of Consultancy Services required) of Project	:	<p>48 months from the issue of work order / Till completion of construction activities of Hostel Building whichever is later.</p> <p>(Only 6 months for completion of Design, Drawing, obtaining entire local body & statutory approvals, preparation and approvals of bid documents for inviting execution bid)</p>
(v)	Tender Processing fee	:	Rs xxx/- in the form of online payment.
(vi)	Security Deposit	:	2.50% of work order Value (will be deducted from each running bill and will be returned without interest on successful completion of DLP of one year)
(vii)	Performance Guarantee	:	3 % on work order value(The successful bidder is to

			submit the Performance guarantee within prescribed timeline and will be returned without interest on settlement of contractor's final bill and issuance of completion certificate)
(viii)	Validity of Tender		One Hundred Eight (180) days from the date of Opening of Technical Bid, if required validity will be extended by intimation up to 90 days.
(ix)	Documents can be Purchased	:	From 31/03/2021 10.00 hrs. to 16/04/2021 up to 17.00 hrs. on website www.tenderwizard.com/DAE Detailed NIT is also available on website www.actrec.gov.in for view only.
(x)	Date of Pre-bid meeting	:	A. Pre-Bid query: Till 07/04/2021 on sbhangale@actrec.gov.in / hkelkar@actrec.gov.in . B. Pre Bid Meeting will be held on 09/04/2021 (11: 00 Hrs. to 13:00 Hrs.) . Pre Bid meeting will be held at engineering Dept ACTREC C. Post pre-bid query: Till 12/04/2021 on sbhangale@actrec.gov.in / hkelkar@actrec.gov.in .
(xi)	Last date of online submission of documents on e-Tender Portal		On or before 19/04/2021. (15:30 Hrs.)
(xii)	Submission of Hard copies of EMD, credentials, supporting documents uploaded on e-portal etc. at Engineering Services ACTREC, 2 ND floor Khanolkar Shodhika, C R I, Kharghar, Navi Mumbai 410 210.	:	On or before 20/04/2021 (17:00 Hrs.) in the Office of Engineering Services, 2nd floor, Khanolkar Shodhika, ACTREC, Navi Mumbai 410210
(xiii)	Date of Online opening of Technical Bid	:	On or before 21/04/2021. (15:30 Hrs.)
(xiv)	Presentation		Will be done between 26/4/2021 to 14/05/2021 (ACTREC will inform the date well in time)
(xv)	Opening of Financial Bid	:	Will be intimated to the Qualified agencies at a Later date.
	Note		The Director, ACTREC does not bind himself to accept the lowest proposal and reserves the right to reject either any or all proposals without assigning any reason/s thereof. Proposals which are incomplete or not fulfilling the requirements specified in the tender documents are liable to be rejected. Tenders with any condition including conditional rebate shall be rejected forth with.

SECTION 1

1A: Introduction

1B: Brief Requirement

1C: General terms and condition

1D: Requirement for Architectural consultancy services

1E: Information to bidders for e-tendering

1A Introduction

The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC) is the state-of-the-art R&D satellite unit of the Tata Memorial Centre (TMC). ACTREC has the mandate to function as a national centre for treatment, research and education in cancer. TMC is an autonomous grant-in-aid institution of the Department of Atomic Energy (DAE), Government of India.

ACTREC comprises of 2 arms - one for basic research and another for clinical research. ACTREC also has a 120-bed hospital fully equipped with state-of-the-art diagnostic and therapeutic facilities and 930 bedded hospital expansion is in the process. It is envisaged that in the future, ACTREC will play a greater role in drug development and emerging therapies for treatment and prevention of cancer. Moreover it will expand its capabilities as hospital for cancer patients from all over the India.

On the said background, ACTREC has proposed to appoint Liaison Architect cum Design Architect / Consultant for Construction of New Residential Hostel Building (G+17) standalone R.C.C. structure at ACTREC. The objective of the project is to design and construct residential building for accommodation of ACTREC Doctors, Nursing Staff and Students etc.

ACTREC, Navi Mumbai, in view of this, invites proposal from reputed registered Architect/ Consultancy Firms for obtaining NOC from local authorities, preparing Architectural plans and drawings, structural design, preparing estimates, preparing tender documents and periodic supervision of design implementation during construction of proposed building on item rate basis at ACTREC campus, Navi Mumbai.

Location: The site is situated adjacent to Retreat / Faculty Club, in plot no 2, Sector 22, Kharghar, Navi Mumbai Raigad District, Maharashtra, India (inside the ACTREC campus). The site measures about 19600 Square Meter. The site located in Kharghar node is accessible by road. The Kharghar node of Panvel in Raigad District, Navi Mumbai is developing residential & educational hub and well connected by rail, road and air transport

The proposed structure should be iconic reflecting the stature of the Cancer Care Hospital providing accommodation facility to the doctors, students & registrars of ACTREC. It should have state of the art facilities conducive to comprehensive and quality cancer care in the most compassionate manner.

1B Brief Requirements

1. ACTREC New Residential Hostel is being designed for an eventual built up area 19600 square meter vertically G+17 storied earth quake resistant structure.
2. Building surrounding to be developed with landscaping, approach roads etc. in line with overall ACTREC master/development plan. Over all building and specifically rooms & corridor, connecting corridor intermediate wings of hostel building are to be designed keeping all the aesthetic requirements without compromising provision for necessary services.
3. The building shall be in compliance with latest (NBC) National building code norms.
4. Fire system shall be designed as per latest NFPA norms/ new DCR.
5. Design of structure as per IS Code/Earthquake resistant.
6. Item specification and rates shall be as per latest DSR. CPWD Rates and specifications shall be followed while preparing the estimation of the scheme. Rate analysis to be provided for market rates.
7. The building shall have amenities like 2 wheeler/4 wheeler designated Parking, Lifts, Firefighting, Fire alarm system, CCTV System, Lobby pressurized system, Service block, Telephone system with public address system, Security cabin and hall, Facilities for indoor games, outdoor sports facilities, badminton courts, Gym and yoga room, common seating arrangement, washroom and toilets, cafeteria with kitchen equipment's, Solar panel and Rain water harvesting.
8. Adequate sewage and storm water drainage system. Modern garbage collection system for dry and wet wastage.
9. Provision of service block for HT Panel, Transformer and DG set and other services if any.
10. Detailed internal & external finishes, aesthetics-interiors, facades, green zones & horticulture development.
11. Thematic cafeteria, kitchen equipment's and sufficient seating space with artistic ambience. Provision of Main entrance Lobby, Security cabin, admin office etc.
12. Facilities for differently able persons, norms of Green Building concept (GRIHA) and environment impact assessment shall be considered by the agency while planning the project.
13. Adequate water storage underground & overhead tank for hostel block.

Scope of work

1. The purpose of this tender document is to shortlist the prospective competent consulting architectural firms based on their eligibility to execute similar works as proposed. The resultant finalized proposal would be based on the best suitable and economical design/drawing proposed by bidders, supported by the assessment of ACTREC technical committee. **ACTREC reserves the right to modify, expand, restrict the bid document based on the suitability/economy/efficiency/usability etc.**
2. The Bidder has to perform preliminary survey of the site to collect data relevant to design and construction of New Residential Hostel Building (G+17) standalone R.C.C. structure. All the clarifications and doubts can be cleared by Officer-in-charge, Engineering services or any person appointed by him. Prior permission to be taken in writing through mail to hkelkar@actrec.gov.in, sbhangale@actrec.gov.in or call on 9869451640 and before visiting and survey of the campus.
3. The agency shall prepare a power point presentation (PPT) on Construction of Hostel (G+17) Standalone R C C Structure of (**Approximately Vertical Height of Hostel building will be 55 Meter Including Over Head Water Tank**) in Plot 2, Sector – 22, adjacent to Central Park, Kharghar, Navi Mumbai 410 210, Maharashtra India and may present before the committee. **The power point presentation (PPT) to be based on below general requirement of hostel building.**

a. Proposed plan and Design

Preliminary design to be prepared on the collected data and site layout to be provided during presentation. Typical preliminary architectural plan, elevation and section including area calculation/ FSI. Typical layout of furniture like Sofa, Bed, Chair, Cupboards, Dining table, Modular cabinet in kitchen etc. and Electrical like TV, Fan, Tube light etc. (Note- For single mock up room design. Cost of the furnishing work is not included in overall project cost. However on mock up room layout considering total furnishing to be provided).

b. Electrical works

Electrical works to be done as per the requirements for all the rooms. Provision of service block for HT Panel, Transformer and DG set etc. Provision of LT Panels, Distribution boards, cabling, earthing system, UPS for selected loads, Power points, Lighting, Telephone networks, LAN, Fire alarm/Firefighting, P.A. System, CCTV etc. all as required.

c. BOQ Preparation

Complete item wise BOQ with standard specification as per latest IS Code design to be prepared along with the proposal to include all the items such as Site clearance, excavation, footing, RMC Concrete, Steel reinforcement, Back filling, DPC, Anti termite treatment, Soling, PCC, Masonry, Plaster, Painting, Tiling, Firefighting, internal-external finishing, Electrification, Plumbing, Lifts, Carpentry (Door and Window) and fabrication work etc. The list of makes of each item also to be proposed along with BOQ. Submission of Preliminary Estimate, BOQ.

d. Services

Water requirement, Water tank OHWT and UGWT, Drainage connection, Storm water drainage, Rain water harvesting, STP/ Waste management system, Solar panel/ Heat pump, Waterproofing and Landscape, Canteen and recreation etc.

e. Detailed Scope of work at the time of award of work:

Comprehensive integrated consultancy services involve preparation of Architectural plans for hostel building having an 19600 Square Meter area, including internal infrastructure development works, flooding assessment by modelling, Roads, footpaths, streetscapes, Boundary wall, Entrances, Gates, Horticulture works, landscaping, Parking, etc. Job of detailed Architectural & Structural design and drawing is confined to scope covered under the work. Planning of all services is to be done holistically keeping architectural aesthetics surrounding features, green campus in view and also to comply with 4 star Green Rating requirements for Integrated Habitat Assessment (GRIHA)/Equivalent LEED/equivalent IGBC rating; preparation of Preliminary Architectural drawings, Detailed Architectural, structural drawing and design all Mechanical, Electrical, Plumbing (MEP), IBMS for hostel buildings, entire services design and drawings incorporating agreed sustainability measures. It also involves energy Modelling, lighting simulations, micro climate analysis, use of alternative energy sources and services drawings & design by use of BIM and 3D model. Seeking all required local body and statutory approvals as required from start to completion of the work. Full interior detailed designing of the hostel building and three designs for each variety of residential quarter (both in term of furniture furnishing interior décor etc.) and other essential items for efficient use of office and residence is to be carried out. The detailed Architectural, structural, MEP and interior design is to be done for work covered under this assignment as defined under scope of work for construction of around 19600 Sqm of built-up area.

Note: -The interested consultants are requested to keep on perusing the tender web site www.tenderwizard.com for any update or amendments/ corrigendum of this bid till the last date of submission. Publication of any such notices uploaded on above website shall be considered as sufficient intimation to all the prospective bidders.

Definition of Comprehensive Consultancy: Detailed design of Structures regarding its Architectural, Structural, MEP design & drawing and external infrastructural development drawing & design, general supervision during execution to ensure regarding compliance to issued Good for construction drawing. **(PMC services part is not covered).**

- f. The consultant is expected to obtain all local body and statutory approvals (as and when required) with utmost sincerity and speedily.

The work execution bid is intended to be invited within 6 months from award of this consultancy work. Therefore, detailed drawings, design, approvals and NIT document for invitation of EPC bid in complete shape is to be made available within 6 months. All statutory and local body approvals as applicable are to be taken by the consultant except the completion plan, in which he is to assist the engaged contractor in seeking it.

- g. Within 6 months all the required design and drawings, bidding document, individual items, specifications, measurements, estimated cost, market rate calculations along with analysis and invitation supporting documents are to be prepared for work execution bid. Rest 42 months' time or more, prescribed in to this contract, till completion of execution work is meant solely for periodical supervision of engineering drawing and design compliance, clarifications, alterations, additional checking, approvals and any other inputs for execution.
- h. The site for the work is fully available without any encumbrances. The existing plot is having some old, trees & shrubs. Proposed site corner of the plot is located towards the hill side& therefore cross ventilation concept to be adopted.
- i. Complete bid document comprises of scope of work, technical evaluation, eligibility criteria, reference forms, set of terms & conditions of the contract and other necessary documents.
- j. After submission of the bid the consultant can revise his bid any number of times but only before last date and time of submission, as notified.

1C General terms and conditions

- 1) The tender document must be accompanied with dully filled Annexure I to II and listed documents. Tender document without complete information or sufficient documentary evidence shall be rejected.
- 2) ACTREC reserves the right to modify, reject and re float the tender document.
- 3) Physical presence of the firm shall be mandatory at the time of presentation of solution in response to tender document submitted before the committee. No Bid shall be considered, in absence of detailed technical presentation and complete solution in front of the committee on the dates decided by the Institute. Financial bid of shortlisted agencies will be opened at later stage.
- 4) Clarification: Clarification, if any, about the requirement can be obtained by visiting Engineering section with prior intimation within the due date mentioned above in the document. Queries can be emailed to sbhangale@actrec.gov.in / hkelkar@actrec.gov.in and can be addressed to Officer-in-charge, Engineering Services. Queries received after the due date will not be entertained.
- 5) **Any further requirement can be addressed to above mentioned email Id and will be provided at the discretion of ACTREC.**
- 6) It will be the sole discretion of ACTREC to or not to incorporate any changes in the requirement based on feedbacks/inputs/suggestions received during the presentation/discussion sessions of technical bid. The decision of ACTREC committee regarding acceptability of any suggestion shall be final in this regard. **ACTREC reserves the right to modify, expand restrict the tender document solutions to form resultant RFP based on the performance benchmark/latest technology/efficiency/plan etc.**
- 7) Disputes, if any, shall be resolved mutually or shall be referred for arbitration to the Director, ACTREC and his decision shall be final and binding on the firms. If arbitration fails, the dispute arising out of this shall be subjected to jurisdiction- courts of Mumbai only.
- 8) Only shortlisted vendor in the technical bid will be qualified in further tendering process. Those who have not been shortlisted in technical bid will not be considered for opening of financial bid. Financial bid will be opened for technically qualified agencies at later stage. Hence all prospective bidders are requested to participate in NIT.
- 9) The firm is required to do the site survey and submit the complete solution including preliminary design, proposed plan and BOQ along with specifications for all the segments of the solution. The survey shall be carried out with prior permission of the institute authorities.
- 10) ACTREC requires that there be a single point of contact (SPOC) from the firm who is responsible for all the issues between ACTREC and firm.
- 11) All the information asked in technical bid shall be submitted by agency with sufficient support documents.
- 12) The bidder shall be submitting the preliminary estimated schedule for the completion of entire project for the proposal submitted during presentation
- 13) The tender document is not an offer and is issued with no commitment. ACTREC reserves the right to withdraw the bid and change or vary any part thereof at any stage. ACTREC also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- 14) Timing and sequence of events resulting from this tender document shall ultimately be determined by ACTREC.
- 15) The covering letter and the Annexure I to II given in this document should be submitted on bidder's company Letter Head, along with the technical proposal.

- 16) Bidder must mandatorily have a full-fledged office preferably in Mumbai/Navi Mumbai/Thane for better coordination.
- 17) Bidders shall submit a list of clients for whom they have carried out similar type of projects. This list should clearly enunciate the address of the premises, with phone nos. /fax nos. /email and the names of the contact persons. ACTREC technical committee shall visit these sites, if required, interact with the end users to establish the creditability of the bidder during the pre-qualification and technical bid evaluation phase as may be the case.
- 18) “Past experience of the bidder/tenderer in terms of fulfilling contract terms and conditions, timely completion of job, awarded contracts, quality of the work, delay in completion of the work and application support will be taken in to consideration while evaluation of the bids. Bidders who have unsatisfactory past experience/similar experience in last seven years in respect to the above, bid of such bidders may liable to be rejected”.
- 19) Selection of Architect/Architectural firm shall be as per the selection process described later in this document. Decision of the ACTREC Technical evaluation committee regarding the selection will be final.
- 20) The agency shall comply with the directions and guidelines as per Labour Act/ Labour Laws.
- 21) **Local Conditions and Preliminary Costs** - Approval of Hostel Building Plan for work under is to be obtained from local body and statutory authorities. Each Architectural & Structural Consultant should fully acquaint himself about all relevant conditions, local bye laws, etc. which may have any effect on the cost of providing services covered under this bid. ACTREC will not entertain any claim whatsoever arising due to inadequate appreciation or ignorance by the bidder.
- The respondents are strongly advised to actually inspect the site and assess all relevant conditions including geotechnical conditions.
- 22) Cost of preparing the bid, site visits, conducting any tests, assessment/s etc. shall be entirely borne by the Architectural & Structural Consultant.
- 23) The Consultant shall not disclose any information and data furnished to him by ACTREC in relation to the consultancy work to any third party nor shall they disclose any drawings, reports, specifications, manuals and other information developed and prepared for instant work, , without prior seeking written approval of ACTREC.
- 24) If any sub-consultant or expert is intended to be engaged, then a letter needs to be submitted with the bid expressing such intend. Their suitability or otherwise shall be examined later on after award of work as per bid condition
- 25) **The response submitted shall become invalid:-**In case of any of the following:-
- i. The respondent is found ineligible.
 - ii. The respondent fails to upload all the specified documents as stipulated in the response document and continues to do so despite being asked to do so.
 - iii. If any discrepancy is noticed at any stage between the uploaded and actual physically submitted copies.
 - iv. NB: During evaluation, the committee may summon bidders and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted. If these are not produced within the stipulated time frame, the bid may be liable for rejection.
- 26) The evaluation committee or team appointed by the Director, ACTREC shall evaluate the proposals on the basis of their responsiveness to the requirements specified in Tender Document, applying the evaluation criteria, sub-criteria and point system specified in the tender document. The Financial bid of only those consultants who secure minimum 60% marks in technical bid evaluation shall be opened.

27) FINANCIALPROPOSAL

- 27.1 After the evaluation of Technical Proposals, the Client shall notify the date &time, for opening of Financial Proposals on E Portal.
- 27.2 The evaluation committee or team shall determine if the Financial Proposals are complete i.e. whether they have put up cost of all items of the corresponding Technical Proposal, if not the Financial bid shall rejected.
- 27.3 Lowest bidder will be identified on the basis of total cost put to tender by quoting lowest percentage as given in financial bid those who have already qualified in technical bid.

28) DISCUSSIONS PRIOR TO AWARD OF CONTRACT

- 28.1 Prior to the expiration period of proposal validity, the Client shall notify the successful Consultant who's quoting lowest percentage in financial bid and invite him to discuss the Contract. Discussions shall be held at the address indicated in Data Sheet and the aim is to reach an agreement on all the points.
- 28.2 The discussions may include the proposed methodology (work plan), staffing, quality system and-' any suggestions made by the firm for expeditious completion of the Assignment. Agreement must then be reached on the final requirements on terms of reference, the staffing and bar charts, which shall indicate activities, staff periods in the field and in the home office, communication, logistics, reporting etc. Special attention shall be paid to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment. The agreed work plan and other terms of reference shall then be incorporated in the „Description of Services' and shall form part of the Contract.
- 28.3 The financial discussions may include a clarification, if any, on taxes, levies and other such charges considered in the proposal. Some of the special conditions of contract may be discussed. Unless there are exceptional reasons, the discussions on financial terms shall involve neither the lump sum amount nor remuneration rates /other proposed unit rates.
- 28.4 The discussions shall conclude with a review of the draft form of Contract so as to arrive at an agreement.

1D. Requirement for Architectural Consultancy Services

1) Organization:

This invitation is open to who have an Indian firm (which include companies, partnerships, proprietary concerns LLP.) having interest in bidding for the Project.

The architects firms shall be members of **Institution of Architects or Council of Architecture/Respective registering authority in their respective field**. The firm should have a valid working license (not expired) and a valid registration or certificate showing that the company is legally established under the law of Government of India/Respective State.

The firms should have sufficient and relevant experience in the field including similar projects and details should be provided. Details like constitution of the Organization & year of incorporation etc. name and details of various in house services or associates, to whom the job is proposed to be assigned, should be provided. **Name of key personnel, their qualifications and experience shall be furnished. The architectural firm should submit a list of these employees stating clearly how they would be involved in the project.**

The bidding firms should ensure that they qualify for all items of the Assignment on their own or through his affiliate Associate. Offers that seek to be qualified for only part of the items of the Assignment will be summarily rejected. Organizational set up shall be provided. The successful bidder should have establish an Office preferably in Navi Mumbai / Mumbai/Thane.

- a) It is a prerequisite that consultants must have technically competent Indian associates / partners of similar capacity in order to be considered. The credentials of lead Indian associates / partner shall be considered for tender.
- b) The bidder shall be evaluated according to the terms and conditions of NIT
- c) Formation of Joint venture and Power of Attorney should be legally valid under the Law of Government of India.
- d) ACTREC shall not be liable whatsoever with respect to any internal disputes if any amongst Joint venture or third party claims on any ground whatsoever, however ACTREC shall be kept inform of such disputes for information only.
- e) The tender can be purchased only by the Indian Architectural & Consultancy Firm.
- f) The form 3F arch at page 43 is the format for the performance report / certificate issued by the client/authority under which the consultant has completed similar works.
- g) The Indian lead firm shall submit copy of PAN Card, GST No, Copy of TIN /CIN In case of company etc. the Indian Firm
- h) Lists of owing the names of Partners/Directors, together with their DIN address etc. needs to be submitted.
- i) The lead Architect (Indian Firm) should be registered with council of architecture (COA) Government of India under the provisions of the Architects Act, 1972, enacted by the Parliament of India, which came into force on 1st September, 1972) to enable to Participate in NIT process.
- j) The Architect can appoint suitable technically qualified & experienced Licensed Consultant/s including accredited / certified auditor for green building rating at their cost. However, the Architect will be overall responsible for detail engineering,

— execution, designing, accuracy, stability, delivery of the commitment & liability, co-ordination, Liaison with local authorities, CIDCO, PMC, MPCB & Mantralaya etc.

- k) It shall be the responsibility of Consultant Architect have an in house structural consultant or appoint a suitable structural engineer/consultant with 10 or more years' experience and the Consulting Architect shall give a declaration to the ACTREC that such structural engineer is fully technically qualified and capable, and that the Consulting Architects fully satisfied with the technical capability of such structural consultant. Such structural engineer/Consultant shall be appointed by the Consultant Architect, at his own cost as a permanent employee and shall not be a proposed associate. It is however expressly understood that the Consulting Architect shall overall be responsible for structural details and assurance, and the ACTREC shall in no way be responsible for any structural defaults if any which may surface at a later date, and that ACTREC will be fully indemnified for the same by the consulting Architect. The latest standards and specifications of Bureau of Indian Standards and practices are to be followed strictly.

The proposed associate for all the other consultants (MEP, HVAC, Green Building, Medical consultant, etc.) as may be required for the work to be appointed by the Architect.

- l) All the design & drawings (for Architectural, Civil, Structural, MEP, HVAC, etc. all) shall be through Auto CAD, STADD Pro, E tab, Autodesk Revit software or any other approved software. All Structural Designs should be proof checked and approved by Proof Consultant.

2.0 Scope of work & Services to be rendered by the successful bidder (Consultant Architect) inclusive of but not limited to the following.

2.1. On instructions from ACTREC, developing several alternative schemes, sketch designs sufficient to indicate the Consulting Architect's interpretation of the instructions and making estimate of the cost by cubic/square measurements or otherwise.

The Architect has to submit minimum **03 alternative** schemes / proposal based on the space planning, arrangement of rooms, height of building etc. approved by ACTREC considering the existing trees & obstruction at site. The Architect has to submit space planning (area allocation to each facility, floor plate, relative positioning of the departments & its connectivity, etc.) along with the concept design. The Architect is to get the space planning /stacking plans approved from ACTREC, before proceeding for detailed concept design. Also master plan for entire project shall be prepared giving at least 3 alternatives.

The Architects have to prepare 3D walkthrough from all the directions with precise detailing for the approved plan.

2.2. Before preparing the site plan/s, the Consulting Architect shall acquaint himself with all the ground realities such as soil conditions, existing water tanks, water bodies, underground cables, service lines/ pipes, location of trees, land boundaries, green building norms, etc. in the design and construction of building/s and development/s of the land around it including diversion of existing services, cables etc. if required. The existing services / infrastructure shall be incorporated/integrated in the drawings/ design, Complete plan (drawing) is to be submitted to the ACTREC which shall contain all details of storm water drains, water supply lines, sewage lines including gully traps and man holes, electrical distribution arrangement including meter room, panel board position of sleeves required, if any, for passing of electrical /internet telephone cables/lines in the walls/beams/columns etc.

2.3 Preparing detailed working drawings good for construction, structural drawings, design base report, shop floor drawing, specifications and finishes and preparing detailed estimates for works (which will conform to Schedule of Rates of either CPWD or any other method as approved by the ACTREC) for the approval of the ACTREC and revising the design, drawings and specifications if instructed by the ACTREC to keep the cost within the approved block estimate and preparing tender documents, attend the inspection committee meetings for pre-qualification of the contractors and shall prepare NIT, Tender documents, attend pre-bid meeting/s & reply the queries, scrutinize & analyze the bids, attend negotiation meetings, certify reasonability of the rates of the successful bidder & recommend the contractor for award of the work/s. The Consultant shall bear the cost of site visits, if any required for inspection of the works of the prospective bidders.

Prepare Tenders for civil, plumbing, electrical, mechanical, HVAC, hot water supply system, waste management, communication systems, online data/voice/networking I.T. Systems, Audio visual systems, access control systems, swipe card / time & attendance, Building management systems (BMS), signage, central security, lifts, firefighting as per NFPA Norms, external services, street lighting, site development, landscaping works etc., the tender shall be invited together or separately as may be decided by ACTREC which shall be uploaded on the E Tender Portal www.tenderwizard.com. *No additional fee shall be paid to the consulting Architect for the preparation of the tender document.*

In case of re-inviting / modifying the tender (for part or whole of the work) no additional fee shall be paid to the consulting Architect for the rework involved.

Note: The Architect shall work out detailed scheduled of quantities & complete scope of work covering all aspect of the project considering inviting the tender.

Scope of work also includes coordination with Project Management agency.

2.4 Soil Investigation shall be got done by the Consulting Architect in consultation with ACTREC project engineer which would be required for foundation design, preparing detailed structural analyses & RCC design, preparation of RCC drawings, detailing, furnishing Structural / Earthquake stability certificate submission drawings / files / licenses, etc. to regulatory authorities etc. Final report shall be submitted to ACTREC.

The expenses for conducting Soil Investigation shall be paid by the Architect. However, all other works like preparation of BOQ, Evaluation of Report, Execution of work, planning, etc. shall be done by the Consultant at no extra cost to ACTREC.

2.5 Preparation of design and drawings to the required scale & detailing for internal and external services sufficient for the purpose of execution and submission to municipal or any other Statutory bodies/Government, authority etc.

2.6 Preparation of Environmental Impact Assessment (EIA) report, obtaining Environmental NOC including all other clearances required for Environmental NOC, **Consent to establish, consent to operate, consent to submit half yearly compliance report till completion of defect liability period, buildings shall be designed as per Green Buildings norms of Griha 3* (Three star) rating however certification is not required**, Height Clearance NOC from Airport Authority of India including supply of maintenance manual, etc.

The scope covers all the related services & works including necessary survey, laboratory tests, presentations, meetings, submitting authorization / licenses, etc. all, including submitting half yearly compliance report to Environment authority during the completion of project.

2.7 Preparation and supply of the required number of copies of specifications detailed working drawings and contract documents etc. for the use of the ACTREC in case of revision also.

2.8 Preparation of complete tender documents including general conditions of contract, technical specifications, tender drawings, schedule of items, etc. for all the works in totality or in parts, to ensure contract obligation as per CPWD.

2.9 To supply 6 nos. or more copies of hard & soft copy in (Pen drive) of all drawings and documents as desired by ACTREC and to supply break up calculations for structural designs, electrical designs, MEP design, bill of quantities, cost estimates, rate analyses, etc. in proper formats, with the relevant deliverables.

2.10 All designs, drawings and other documents prepared by the architects shall conform prevailing relevant Indian Standards (for ex: NBCC for building design & NABH for hospital design, etc.) and statutory requirements. However, all designs should be safe, efficient and cost effective.

2.11 Periodic site visits by the Architect and Design Engineers (Structural, MEP, HVAC, Landscaping work etc.) for attending the weekly meetings (frequency of such meetings/site visits commensurate with the nature and magnitude of works) and/or as per the site requirement & whenever requested by ACTREC, for monitoring to keep the check on execution and bring to the notice the deviation/s, if any, signing the pour cards, advising ACTREC on technical matters related to the construction, installation of fittings & fixtures approval of samples, mock-ups, materials, etc. as required and co-ordinate with the Project Management Team for smooth completion of the project.

The Consultant Architect is to approve the samples/mock-up and certify the works (scope as per the design) covered in each RA bill, extra/substitute items, variation statement, submit virtual / final completion certificate, defect reports, etc.

The Architect / Structural Engineer shall inspect the site before casting of those structures to satisfy themselves about execution of the works as per their design (Architectural, Structural, etc.).

The Architect and Structural Engineers shall submit the completion certificate to ACTREC and to the statutory authorities for obtaining Occupancy Certificate & other related approvals.

The Consultant shall submit all necessary documents drawings, certificate etc. for obtaining occupancy certificate, building completion certificate and other related approvals to Statutory Bodies, Regulatory Bodies, and Government Bodies etc.

2.12 Consulting Architect shall obtain all the related NOC"s from the competent / statutory authorities (Including Heritage and Archaeological) for obtaining Commencement Certificate, Occupation Certificate & Building completion Certificate including all related required Permissions/NOC from Statutory authorities for completion of project in all respect and ensure completion of work as per the design and issue virtual completion certificate to the Contractor. Prepare "As Built" drawings & submission four sets to ACTREC.

2.13 Preparation of Operation Manual and Instruction Literature for operation of various services / facilities installed. Listing the defects, if any in the work at end of defect liability period of the contractors.

2.14 The Consulting Architect shall provide all assistance / data required for making an on-line application on MPCB Portal obtaining consent to establishment, consent to operate etc. related works with Maharashtra Pollution Control Board, Mumbai.

2.15 The Consulting Architect should follow the Handbook of Professional Documents Publish by Council of Architecture (India), New DCR published recently in Maharashtra& CPWD Manual, Schedule of rates for BOQ in addition to the scope mention in above paras.

3.0 Consulting Architect's obligations

The Consulting Architect shall appoint Service, Liaison, Land survey, etc. consultants at his own cost, for the services like Hostel design & space planning, Geological investigation, Structural design, Public health works, Sanitary and Plumbing works, Electrical works, mechanical, HVAC, waste management, medical gas, space & equipment planning for the hostel building communication systems, online data, voice, networking, I.T. systems, Audio Visual systems, access control systems, swipe card & Time and attendance, Building Management Systems, signage, Site Development, Landscaping, Kitchen works, Garbage waste disposal theme etc. as may be required to plan & design of Bldg. Giving necessary guidance for completion of project in satisfactory manner within the cost & time frame stipulated.

4.0 Eligibility Criteria

- A. The bidder should be a Private / Public Limited Company registered under the companies Act, 1956 or a registered firm. (Copy of registration certificate of the company to be enclosed). The bidder must have fulfilled at least one criterion given below in last seven years.

Should have satisfactorily completed one Hostel/Residential/Commercial/Hotel building of built up area of **15680 Square Meter** or more with tower building minimum of 12 floors and above etc. and work order value shall not be less than Rs 1.3 Cr i.e. 80% of estimated cost put to tender.

OR

Should have satisfactorily completed Two Hostel/Residential/ Commercial/Hotel buildings of built up area of 11760 Square Meter or more each with tower building of minimum 12 floors each and above etc. and work order value shall not be less than Rs 1.0 Cr each i.e. 60% of estimated cost put to tender

OR

Should have satisfactorily completed Three Hostel/Residential/ Commercial/Hotel buildings of built up area of 7840 Square Meter or more each with tower building minimum of 12 floors and above each etc. and work order value shall not be less than Rs 0.65 Cr each i.e. 40% of estimated cost put to tender.

Note a. In case the work experience is for the work executed outside India, the bidder has to submit certificate issued by the owner and affidavit to the correctness of the documents. However the Bidder will get the documents attested by the Indian Embassy/consulate/High Commission in the respective country.

- b. During the last seven years ending last day of the month previous to one in which applications are invited. The works completed up to previous day of last date of submission of tenders shall also be considered (cost of assignment will be updated @ of 7% for each completed year)

c. The past experience in similar nature of work should be supported by certificates issued by client. In case the work experience is of private sector the completion certificate shall be supported with copies of Letter of Award. Work order copies and completion certificate of all such orders have to be enclosed.

B. For Architectural Consultancy Services similar nature of work means:

- 1) Comprehensive consultancy services for Master planning of Hostel /Residential / Hotel Building, etc. Architectural designing of buildings which typically room shall be twin sharing capacity, doctor room, cafeteria, mess, T V Room, Laundry room, Linen / Mattresses room, Caretaker Room, UG & OH Water Tank, Guest Room, Hostel Admin offices, lecture / seminar halls and, Gymnasium etc. and includes Civil& PH, Electrical, Mechanical, HVAC, Fire Fighting, IT, Telephone, etc. Networking, LAN, Security, CC TV, all internal & external services, Acoustics & sound system, Audio-video system, external development interiors, Landscaping works, garbage waste collection & disposal near garbage yard etc.
- 2) Cost indicated above is the cost of the consultancy fees.

C. Should have average annual turnover of **Rs.0.81 Crores** for Architectural& Structural consultancy services contracts during immediate last **Five Consecutive Financial** years. Should not have incurred loss in more than two consecutive years during the last five years and financial net worth of the renderer should not be negative.

Should not be under liquidation, court receivership or similar proceedings.

Should have valid Net Worth Certificate minimum **15%** of the estimated cost put to tender issued by certified chartered Accountants (on format prescribed in form B-1)

Note - Certified copy from the C.A has to be enclosed.Net worth certificate from CA to be submitted in prescribed format.

D. It must be noted that the bidder or any constituent partner should not have be blacklisted by any Government Agency/Organization / Public Sector in India under any contractual relation with them or facing process of penal action as such on complaints of quality. Director, ACTREC reserves the right for insisting upon submission of Satisfactory Performance Certificate issued by any such agency. Participant will be disqualified if so.

E. A firm is not eligible to participate in this project while under sanction by DCSEM. Similarly, at the time of submission of bid document, the firms black- listed/ debarred in participating in any procurement activities by any Government organization or Public Sector or UT in India/ Foreign Government are not allowed to bid and will be disqualified on submission.

F. The firm should also have their registered office preferably in Mumbai/Navi Mumbai/Thane. The company must be registered with Council of Architecture. They should also have at least 10 years post registration experience of providing architectural services for executed projects.

G. The bidder & staff on his roll must have himself technically qualified professional such as;

- a) M Tech, B. Arch, B.E or equivalent in Civil / Architecture and other necessary services with an experience in planning and preparation of drawing, design etc.
- b) Liaison Architect who can deal with CIDCO/ PMC/EC COMMITTEE & get the desired certificates for the project.

c) MEP designing consultant.

c) All Technical staff to be engaged on the project should have at least 7 years' experience in preparation of drawing, design and Liaison works etc.

Note - Supporting documents should be enclosed

H. The bidder should be fully conversant with all the applicable building/ construction bye-laws, local govt. and municipal codes, environmental laws, electrical/fire and other regulations applicable for the building construction and land development process.

I. Your Proposal shall provide a definitive answer to the following questions-

- i) Has your firm during the last five years:
 - a) Default on a contract?
 - b) Been declared bankrupt?
 - c) Assigned a contract for the benefit of creditors?
 - d) Been a party to litigation involving the non-payment on account of wages, materials, equipment or supplies?
 - e) Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details for how many years black listed document evidence to be submitted.
- ii) If the answer to any of the above questions is yes, an explanation of the circumstances and disposition shall be given. Any incorrect or false information shall lead to disqualification or cancellation of contract forthwith.
- iii) You are required to indicate whether within the preceding five years they (the firm) have ever been debarred, suspended, or otherwise prohibited from contracting with any Central/State, or other governmental agency or entity. You shall also inform whether within the last ten years they (including any associates) have been charged with, or convicted if any serious crime or felony.

1E INFORMATION AND INSTRUCTIONS TO BIDDERS FOR E-TENDERING
PART A: GUIDELINES FOR E-TENDERING:-

- a. The intending bidders must read the terms and conditions of the tender documents. He should only submit bids if he considers himself eligible and he is in possession of all documents required.
- b. The information and instruction for bidders along with Technical bid, financial bids etc. posted on website shall form part of the bid document.
- c. The documents as uploaded can be viewed and downloaded free of cost by anyone including the intending bidder. However for participating tendering process the intending bidder must download the documents after confirmation of tender processing fees from e-tendering portal only, within time and date of down loading, otherwise it will not be possible for them to upload the documents on the e- tendering portal.
- d. While checking tender in tender free view following message will reflect.
Documents downloaded from here cannot be used for bid submission. To submit your bid, first register (if new) in www.tenderwizard.com/DAE.

Notes:

- i. Downloading the tender documents without confirmation of payment details towards tender processing fees on web site: www.tenderwizard.com/DAE shall not be valid.
 - ii. The excel sheets accompanied with technical bid and financial bid shall be filled up uploaded within due date of submission.
 - iii. The PDF document available in website is part of tender document
 - iv. The tender /Technical Bid & Financial Bid shall be submitted on the website www.tenderwizard.com in electronically as well as manually submission before due date & time is mandatory.
 - v. The agency must ensure downloading of excel sheets in which the columns meant for filling up data / rates appears in yellow colour and the moment the data / rates are entered , it turns sky blue.
 - vi. The agency must select appropriate class of trade as mentioned in the Tender Notification displayed on e-portal. If any other class of Trade is selected then the agency will not be able to view/download the tender documents.
- e. It is mandatory for all the applicants to have **class-III digital signature certificate** from any of the licensed Certifying Agency to participate in e-tendering.

- f. In order to participate in online e-tendering process, it is mandatory for the applicants to have user **ID & password** to get access to the website **www.tenderwizard.com/DAE**. The applicants have to get registered their firm / company with the service provider, **M/s ITI Limited for user ID & password**.
- g. It is to be noted that for new registration to **www.tenderwizard.com/DAE** it takes **about 24 hours for registration**.
- h. Also obtain the Class 3 Digital Signature Certificate from certifying authorities for participate in the e- tender.
- i. For Registration and getting the Digital Signature Certificate and e-tender participation manuals kindly visit the link “www.tenderwizard.com/DAE > Help/Download> Generals. In this link all detailed help manuals are uploaded in the website.
- j. The registration shall be done by paying an annual registration fees to M/s ITI Limited and completing other formalities as mentioned in website. Validity of online registration is for one year from date of its issuance and be subsequently renewed. For assistance/clarifications, please contact on mobile 09969395522, e-mail: twhelpdesk231@gmail.com / daehelpdesk@tenderwizard.co.in / rudresh.ks@etenderwizard.com OR kindly visit www.tenderwizard.com/DAE under **CONTACT US button**.
- k. The applicants, who have already obtained such valid user ID and password from M/s ITI Limited, for any other project of ACTREC / DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.
- l. The services for e-tendering in ACTREC / DAE is provided by M/s ITI Ltd., Tender wizard Helpdesk C-62, 2nd floor, Preet Vihar, Opp. to Metro Pillar No. – 79 New Delhi – 110092 Fax No: 91-11-46061763 Ph No: 011-49424365, or **Mumbai helpdesk Rudresh. KS C/o Shri Rakesh Ranjan, Room No 7, 3rd floor, V.S. Bhavan, Anushakti Nagar, Mumbai 400094, 022-25487363, 09969395522, 09969313460, 09969313423, e- mail daehelpdesk@etenderwizard.co.in**
- m. The excel sheets comprising of technical bid and financial bid and other documents shall be uploaded online in the prescribed format (JPG or PDF) before the date and time as mentioned in e-tender portal. No other mode of submission is acceptable.
- n. After submission of the bid / document the bidder can re-submit revised bid / document any number of times but before last date and time of submission of bid/document as notified.
- o. If the agency found ineligible, after opening of prequalification / technical bid his tender shall become invalid and processing fees shall not be refunded.
- p. Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. ACTREC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- q. Submission of the tender documents after the due date and time (including extended period) shall not be permitted. Time being displayed on e-tendering portal of ACTREC shall be final and binding on bidders.

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- r. In case of any problem with the submission of the tender, the tenderer may take the assistance of help desk or use the help manual given on the said website or mobile and e-mail mentioned above.
- s. The tenderer are advised to submit the hard copies towards EMD, Tender Document and other related documents etc. well in advance to the Tender Inviting Authority, so that it should reach on or before the due date and time. ***Delay in receipt of hard copies due to security restriction, postal delay or delay due to any other reasons etc. shall not be accepted and tender shall be rejected forthwith.***
1. Desirous Consultants may view & download Tender document from the web site <http://ACTREC.gov.in>. However they can download complete tender from the website www.tenderwizard.com on requisite payment to ITI Ltd.
 - 2.) If any information furnished by the tenderer is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in ACTREC. ACTREC reserves the right to use in-house information to verify the particulars furnished by the tenderer and assess the capability of the tenderer independently.
 - 3) ACTREC shall not be responsible for any cost or expenses incurred by the tenderer in connection with the preparation or delivery of bids, including costs and expenses related with visits to the worksite.
 - 4) Please note that to enter ACTREC premises; photo-identity (passport, driving license, voter's I-card, and employer's I-card etc.) is a must.
 - 5) The acceptance of a tender will rest with Director ACTREC, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assignment of reason. Also he reserves to himself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

SECTION – 2

2A: Information to Consultants

2B: Preparation of proposal

2A INFORMATION TO CONSULTANTS

INTRODUCTION

- 1.1 The Client named in the "Data Sheet" shall select a firm in accordance with the method of selection indicated in the tender document.
- 1.2 Consultants are invited to submit a Technical Proposal & Financial Proposal for consulting services required for the Assignment named in the NIT **on E Tender Portal with scanned images of all supporting document uploaded on the said portal.** The proposal shall form the basis for future discussions and ultimately, a contract between the Client and the selected firm.
- 1.3 Consultants must familiarize themselves with the local conditions and take these into account in preparing the proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultants are encouraged to pay a visit to the **proposed site** before submitting a Proposal and attend a **Pre-bid meeting as specified in the Data Sheet.** Consultants should contact the officials of ACTREC to arrange for their visit or to obtain additional information on pre-bid Meeting. Consultants should ensure that the Client's officials are informed of the intended visit in adequate time to allow them for making appropriate arrangements.
- 1.4 The Client shall provide the inputs specified in the Data Sheet.
- 1.5 It shall be obligatory on your part to sign the Proposals for all components/parts and upload scanned images on the E Tender Portal. **You shall enclose the power of attorney in favor of the person signing the bid (upload scanned images) & submit authorized copy of power of attorney along with hard copies of credentials.**
- 1.6 Consultants may note that the costs incurred in the preparation of the Proposal and subsequent discussions including a visit to the Client's office or proposed location(s) connected with the assignment, are not reimbursable, and for which the Client is not bound to accept any claim.
- 1.7 Financial statements must show the latest available Five years' data including Profit & Loss account certified by Chartered Accountant.
- 1.8 Information or the replies to the questions should be complete in all respects. In case the information or the reply is 'Not Applicable' etc. the same should be invariably mentioned as such.
- 1.9 Consultants are informed that in order to avoid conflict of interest situations, any firm providing goods, works or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works or services resulting from or associated with the project of which this Assignment forms part. You should clarify your situation in that respect with the Client before preparing the Proposal.
- 1.10 SUBMISSION, RECEIPT & OPENING OF PROPOSALS
 - a. The completed Technical Proposal and Financial Proposal must be submitted on E portal or before the time and date stated in the NIT. No proposal can be submitted after closing time for submission & shall not be considered. The bidders are requested to upload their bids well before the time & date specified for submission to avoid last minute rush & congestion on website. The ACTREC or the website www.tenderwizard.com shall not be held responsible if the bids are not uploaded in time on the e-portal.
 - b. The Proposal must be valid for the number of days stated in the Tender. The Client shall make its best effort to conclude the Proposal evaluation process within this period. If the Client wishes to extend the validity period of the Proposals, Consultant may extend or not to extend the validity of their Proposals.

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- 1.11** A two-stage procedure shall be adopted in evaluating the proposals: i) technical evaluation, which shall be carried out prior to opening any financial proposal; and ii) financial evaluation. Each firm shall be ranked using a combined technical and financial score.

1.12. Data sheet

- **The objective of the Assignment is:** To provide Detailed Architectural & Design services pertaining to Civil, PH, Electrical, Mechanical, HVAC, Interior Landscape etc. Structural design for buildings as per relevant IS standards and Liaison etc. The consultant shall provide complete scheduled of Quantities drawing & details required for inviting tender for percentage rate contract as per the detailed scope of work mentioned in tender.
- Pre-bid meeting: As per schedule given as above.
- The Client shall provide the following inputs:
 - a) User Mandate
 - b) Site plan
 - c) Tree survey drawing.
- Clarifications/queries may be requested till 07/04/2021 on sbhangale@actrec.gov.in/hkelkar@actrec.gov.in.
- The language is: English.
 - (i) Limitations on associating other consultants for this assignment:

The consultant may avail services of other associates (Consultant) but prime responsibility lies with the main consultant. ACTREC shall not have any financial transaction with the associate (Consultant) appointed by the main consultant.
 - (ii) The estimated cost of project is approx. Rs. 79.15 Crores. The Assignment needs to be completed as specified in NIT.

2B PREPARATION OF PROPOSAL

Consultant shall submit a Technical Proposal and a financial proposal on the E Portal, written in the language specified in the Data Sheet.

1) Technical Proposal

1.1 Consultant is expected to examine all terms and instructions included in the Documents furnished with Tender. Failure to provide requisite information may result in rejection of Proposal.

1.2 While preparing the Technical Proposal, you must give particular attention to the following:

- i. Consultant should have requisite expertise while making the offer. In case, as permitted in Tender the firm considers that it does not have all the expertise for the Assignment, it may obtain such expertise by associating with individual consultant (s) and other associates, as appropriate. These associations shall be subject to the approval of the Client. Consultant may or may not associate with other Consultants invited on this Assignment as indicated in Tender.
- ii. The professional staff, listed in the offer, shall be available for the entire duration of the execution of the Assignment. These shall preferably be the permanent employees of the firm or have an extended and stable working relation with it. In the case of change of Staff, prior permission shall be taken from ACTREC for the change of staff.
- iii. Proposed staff must have relevant educational qualification and experience, preferably under conditions similar to those prevailing at the locations of the Assignment.
- iv. No alternative to professional staff may be proposed and only one curriculum vita (CV) may be submitted for each position. The firm's personnel shall have a good working knowledge of English.

1.3 Technical Proposal should provide the following information, but not limited to, using the attached Standard **Formats (Section -3):**

1	3A-1 ARCH	Letter of Transmittal*
2	3A-2 ARCH	Technical proposal submission form *
3	3B ARCH	** Organization structure
4	3C-1 Arch	** Available in house staff
5	3C-2 Arch	** Associates related to the Assignment
6	D Arch	*Format of CV
7	3E Arch	** Similar nature work
8	3F Arch	***Performance of works
9	3G Arch	** Financial information
10	3H Arch	** Litigation history
11	3I Arch	**Details of technical & administrative personnel
12	3K	CERTIFICATE OF ETHICAL PRACTICE *
13	3L	CERTIFICATE *
14	4A	Submission Form *
15		Net worth certificate issued by CA***
16		Copy of PAN Card ***
17		Copy of TIN / Service Tax No. ***
18		Annual Turnover certificate, profit and loss shall be certified by CA***

Note – * Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal ** Form to be filled in the excel sheet provided on e-portal *** Scanned images of documentary evidence to be uploaded on e-portal.

2) Financial Proposal

- 2.1 In preparing the Financial Proposal, Consultant is expected to take into account, besides technical requirements, commercial conditions specified in the Tender Document. The Financial proposal should follow standard format as uploaded on thee-portal.
- 2.2 Percentage of fee shall be entered in the column provided in the sheet given on E-Portal.
- 2.3 The Financial Proposal should consider the mode of payment as specified in the mile stone given under Table 4B
- 2.4 Financial proposal should be **on Percentage of total estimated cost put to tender in Rupees.**
- 2.5 The date and time of Proposal submission on E Portal On or before 19/04/2021. (15:30 Hrs.) Financial Proposal must remain valid **180 (days)** from the date of opening of technical bid.

Section 3

Technical Bid Evaluation 150 Marks

The points given to evaluation criteria are given below

Total Points – 150

Sr. No	Description		Points	Total Points
<u>1</u>	Attribute A	Arch. Organization	35	120
<u>2</u>	Attribute B1	Arch. Experience	30	
<u>3</u>	Attribute B2	Arch. Performance	20	
<u>4</u>	Attribute C	Financial capability	15	
<u>5</u>	Attribute D	Time over run	20	
<u>6</u>	Attribute E	Presentation	30	30
	Total Points		150	150

ATTRIBUTE–A – ARCH ORGANISATION 35 Points

1	Organization structure Form "3B Arch"			5 Points
2	In-House Services for Assignment Form "3C-1 Arch"			10 Points
3	Qualifications and Competence of the Technical Personnel Firm shall meet the requirement as per the table under minimum required experience of the proposed staff and number of staff to be deployed for the project. The CVs shall be submitted as per the Form "3C-2 Arch"			15 Points
	(a)	Architects	4 points	
	(b)	Structural & MEP Engineers	6 Points	
	(c)	Liaison architect	5 Points	
4	Associates related to the Assignment and their Experience Form "3D Arch"			5 Points
	TOTAL :			35 Points

Attribute -A - Info for (3a, 3b and 3C)

The minimum required-experience of the staff of architect cum design Consultant and Bifurcation of Points (Pertaining to attribute A- ARCH organization 3a, 3b and 3c)

Sr. No	Position	Minimum Qualification	Min Experience in years	Numbers.	Min Points (60% Marks for minimum eligibility)	Max Points (100% Marks for twice the min eligibility criteria or more)
A.	Architectural					
1	Team Leader	B. Arch	10 or more	1	1.2	2
2	Sr. Architect	B. Arch	7 or more	2	1.2	2
	Total			3	2.4	4
B.	Structural/Civil Engineering					
1	Team Leader	ME / M. tech in Structural Engineering.	10 or more	1	0.6	1
2	Sr. Design Engineer	BE/ B Tech/ME in Civil/Structure Engineering	7 or more	2	0.6	1
	Total			3	1.2	2
C.	Electrical Engineering					
1	Team Leader	BE / B. tech in Electrical Engineering.	10 or more	1	0.6	1
2	Sr. Design Engineer	BE/ B. tech in Electrical Engineering	7 or more	1	0.6	1
	Total			2	1.2	2
D.	Mechanical/HVAC/Plumbing Engineering					
1	Team Leader	BE / B.tech in Mechanical Engineering.	10 or more	1	0.6	1
2	Sr Design Engineer	BE/ B. tech in Mechanical Engineering	7 or more	2	0.3	0.5
3	Fire Officer	B.E Fire Engineering	7 or more	1	0.3	0.5

	Total		4	1.2	2
E.	Liaison architect	B. Arch with 10 or more years of experience	1	3	5
	Gross Total		13	9	15

Note – 1. The CV's of the above staff duly signed with proof of their education shall be submitted (scanned images shall be submitted on e-portal)

2. All the CVs shall be evaluated individually. And the average marks under each head/category shall be considered.

3. **Mandatory to have it on payroll of bidding firm, for Sr No A & B**

ATTRIBUTE–B – B1 ARCH.EXPERIENCE 30 Points (Must have minimum eligibility)

B1		30 Points
	Experience in similar nature completed of Work during last SEVEN years Form 3E Arch: a) Should have satisfactorily completed one Hostel/Residential/Commercial/Hotel building of built up area of 15680 Square Meter or more with tower building minimum 12 floors and above etc. and work order value shall not be less than Rs 1.3 Cr i.e. 80% of estimated cost put to tender.	
	OR	
	(b)Should have satisfactorily completed Two Hostel/Residential/Commercial/Hotel buildings of built up area of 11760 Square Meter or more each with tower building minimum 12 floors and above etc. and work order value shall not be less than Rs 1.0 Cr each i.e. 60% of estimated cost put to tender	
	OR	
	(c) Should have satisfactorily completed Three Hostel/Residential/Commercial/Hotel buildings of built up area of 7840 Square Meter or more each with tower building minimum 12 floors and above etc. and work order value shall not be less than Rs 0.65 Cr each i.e. 40% of estimated cost put to tender	

- (1) In case the work experience is for the work executed outside India, the bidder has to submit certificate issued by the owner and affidavit to the correctness of the documents. However the Bidder will get the documents attested by the Indian Embassy/consulate/High Commission in the respective country.
- (2) During the last seven years ending last day of the month previous to one in which applications are invited. The works completed up to previous day of last date of submission of tenders shall also be considered (cost of assignment will be updated @ of 7% for each completed year)
- (3) Similar works: Comprehensive consultancy services for Master planning/ Designing of high rise hostel/Residential building/Commercial/Hotel, Architectural designing of buildings includes Civil & PH, Electrical, Mechanical, HVAC, Fire Fighting, IT, Telephone, recreational facility, kitchen, cafeteria etc. Networking, LAN, Security, all internal & external services, Acoustics & sound system, Audio-video system, external development interiors, Landscaping work etc.

	<p>Note:</p> <p>I) The agency shall have experience of construction of high-rise residential/hostel building/Commercial building/ Hotel building.</p> <p>II) (i) 60% marks for minimum eligibility. ii) 100% for twice the minimum eligibility criteria or more iii) in between (i) and (ii) on pro rata basis for Attribute B- Arch B1</p>																																																	
B2	<p>Performance of Works Form "3F - ARCH" : Performance of work is evaluated w.r.t. :-</p> <p>Attribute-1- Quality of work : Total points = 5</p> <table> <tr><td>1</td><td>Very Good</td><td>5 Points</td></tr> <tr><td>2</td><td>Good</td><td>4 Points</td></tr> <tr><td>3</td><td>Fair</td><td>2 Points</td></tr> <tr><td>4</td><td>Average</td><td>1 Point</td></tr> </table> <p>Attribute-2- Technical Proficiency.: Total points = 5</p> <table> <tr><td>1</td><td>Very Good</td><td>5 Points</td></tr> <tr><td>2</td><td>Good</td><td>4 Points</td></tr> <tr><td>3</td><td>Fair</td><td>2 Points</td></tr> <tr><td>4</td><td>Average</td><td>1 Point</td></tr> </table> <p>Attribute-3- Resourcefulness : Total points = 5</p> <table> <tr><td>1</td><td>Very Good</td><td>5 Points</td></tr> <tr><td>2</td><td>Good</td><td>4 Points</td></tr> <tr><td>3</td><td>Fair</td><td>2 Points</td></tr> <tr><td>4</td><td>Average</td><td>1 Point</td></tr> </table> <p>Attribute-4- General Behavior : Total points = 5</p> <table> <tr><td>1</td><td>Very Good</td><td>5 Points</td></tr> <tr><td>2</td><td>Good</td><td>4 Points</td></tr> <tr><td>3</td><td>Fair</td><td>2 Points</td></tr> <tr><td>4</td><td>Average</td><td>1 Point</td></tr> </table>	1	Very Good	5 Points	2	Good	4 Points	3	Fair	2 Points	4	Average	1 Point	1	Very Good	5 Points	2	Good	4 Points	3	Fair	2 Points	4	Average	1 Point	1	Very Good	5 Points	2	Good	4 Points	3	Fair	2 Points	4	Average	1 Point	1	Very Good	5 Points	2	Good	4 Points	3	Fair	2 Points	4	Average	1 Point	<p>20Points</p> <p>5 Points</p> <p>5 Points</p> <p>5 Points</p> <p>5 Points</p>
1	Very Good	5 Points																																																
2	Good	4 Points																																																
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1	Very Good	5 Points																																																
2	Good	4 Points																																																
3	Fair	2 Points																																																
4	Average	1 Point																																																
	<p align="center">(B1 +B2)</p> <p align="right">TOTAL:</p>	<p>50 Points</p>																																																

Note – Performance Certificate issued by the Organization for whom the consultancy work was done is required in the above format. However in the performance certificate grading is not given then it shall be considered as good provided there are no adverse remarks.

ATTRIBUTE C – ARCH FINANCIAL CAPABILITY 15 Points

1	Average annual turnover (gross) Form "3G Arch" (Must have minimum eligibility)	5 Points
2	Net worth Form "3G Arch" (Must have minimum eligibility)	5 Points
3	Not under litigation, court receivership or similar proceedings, etc. Form 3H Arch	5 Points
	TOTAL :	15 Points

Note- (i) 60% marks for minimum eligibility. ii) 100% for Twice the minimum eligibility criteria or more iii) in between (i) and (ii) on pro rata basis for Attribute C ARCH Sr No 1 & 2.
(ii) Average of preceding five years financial years.

ATTRIBUTE D- ARCH Performance on works Time over run 20 Points

Sr No	Description	Points	Evaluation
1	<p>If TOR</p> <p>I Without levy of compensation</p> <p>Ii with levy of compensation</p> <p>Iii levy of compensation not decided</p> <p>Note –As per similar experience submitted document</p>	<p>1 2 3 > 3.5</p> <p>20 15 10 10</p> <p>20 5 0 -5</p> <p>20 10 0 0</p>	<p>Max Points</p> <p>20</p>
	TOR = AT/ST, where AT = Actual time, ST = Stipulated time in aggregate + justified period of extension of time		

Note – If bidder got TOR between 1 to 2 or 2 to 3 or 3 to 3.5, then actual points calculated On pro rata basis/ interpolation formula.

ATTRIBUTE E ARCH Presentation 30 Points

A	General layout & master plan	7 Points
1	<p>Site layout and land utilization, Urban Context, Landscaping & aesthetics and Parking</p> <ul style="list-style-type: none"> • Site Layout and land utilization • Landscaping & aesthetics • Parking 	7
B	Design Concept Planning	14 Points
1	<p>Concept & Design of institute/ buildings and Utilization</p> <ul style="list-style-type: none"> • Concept & Design • Green Building Concept & Features • Eco friendly/ Environment /aesthetics 	7

2	Building efficiency, services in building, conservation of water and waste management <ul style="list-style-type: none"> • Building efficiency, services in building • Conservation of water • Waste management system • New Technologies (other than conventional Technologies) and New / Materials & Finishes (other than conventional Materials) proposed to be used in the Project. The proposed new technologies should demonstrate the time and / or cost effectiveness. 	7
C	Project execution perspective	9 Points
1	Approach paper on proposed methodology and work plan in response to the terms of reference <ul style="list-style-type: none"> • Technical approach, objective formulations, functional analysis • Bidder's knowledge of building Bylaws and Statutory Requirements of respective local bodies / Municipalities, etc. for which the bidder should visit the site (S) before submission of Bid. and understanding of project requirement • Costing/ BOQ/ Execution planning and timeline for project etc. 	9
	Total Points	30 Points

Note –

1. The BIDDERS are required to give presentation to ACTREC committee members of their proposed solution in details.
2. During the presentation the complete compliance statement, elaborate layout diagrams, Elevation of building, BOQ and details of quoted products along with product Brochures and drawings shall be available in softcopy format which can be displayed Using a projector.
4. The technical team of the Bidder shall be present during the presentation to answer The queries regarding their quoted solution.
5. Evaluation of the bids shall be based on the technical compliance given by the vendor Along with Technical presentation as per the eligibility criteria given above and financial Strength of the organization.
6. The ACTREC, however, reserves the right to restrict the short listing of firms to any number deemed suitable by it.
7. The applicant must secure min. 60% in aggregate and minimum 50 % in individual attribute (A, B C D and E). Initially the points shall be given based on the documentary evidence
8. **The consultants who secure minimum points (90) with 50 % in individual attribute would be qualified for opening of their financial bid.**

Form 3A-1 ARCH
LETTER OF TRANSMITTAL

From:

To
The Director,
ACTREC,
Plot No1 &2,
Sector 22,
Kharghar,
Navi Mumbai-
410210

Subject: Submission of tender documents for the work of Providing Comprehensive Architectural consultancy Services, Designing & Liaison work for Construction of Hostel (G+17) Standalone R C C Structure in Plot 2, Sector – 22, adjacent to Central Park, Kharghar, Navi Mumbai 410 210, Maharashtra, India.

Sir,

Having examined the details given in the Tender documents for the above work, I/We hereby submit the tender document and other relevant information.

- I. I/We here by certify that all the statements made and information supplied in the enclosed all forms (as upload on the portal) and accompanying statement are true and correct.
- II. I/We have furnished all information and details necessary for technical bid and have no further pertinent information to supply.
- III. I/We submit the requisite certified turnover/Net worth certificate and authorize the Director, ACTREC to approach the CA issuing the turnover/Net worth certificate to confirm the correctness thereof individual, employers, firms and corporation to verify our competence and general reputation.
- IV. I/We Submit the following certificates in support four suitability ,technical knowhow capability for having successfully completed the following works:

S. N.	Name of work	Certified by / from

Enclosures.

Seal of Applicant
Date of Submission
Signature(s) of
Applicant(s)

*** Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

Form 3A-2 ARCH
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, date]

FROM: (Name of Firm)

TO: (Name & Address of Client)

Sir:

Subject: Consultancy Service for _____

We, the undersigned, offer to provide the consulting services for the above in accordance with your NIT (Reference & date) and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on e-tender portal.

We understand you are not bound to accept any proposal you received. We remain,

Yours faithfully,

Signature_____

(Authorized

Representative) Full Name_

Designation_____

Address_____

*** Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

Form 3B ARCH**ORGANISATIONAL STRUCTURE**

Sl. No	Description		Points Attributed
1	Name & Address of the applicant:		
2	Telephone No./Telex No./Fax No/Email/Website		
2.1	Name & Address of Architect with his / her valid registration no. of council of Architecture and its date of expiry.		
3	Legal status of the applicant (attach copies of original document defining the legal status) i. An individual ii. A proprietary firm iii. A firm in partnership iv. A limited company or Corporation		2.0 3.0 4.0 5.0

**** Form to be filled in the excel sheet provided on e-portal**

Form 3C-1 ARCH

DETAILS OF AVAILABLE IN-HOUSE STAFF

Sr No	IN HOUSE SERVICE (Numbers as specified in Attribute A)	AVAILABILITY OF SERVICE	Points attributed Total 10 Points
1	ARCHITECTURAL	YES / NO	2 Point
2	STRUCTURAL ENGG	YES / NO	2 Point
3	PLUMBING ENGINEERING	YES / NO	1 Point
4	ELECTRICAL	YES / NO	1 Point
5	MECHANICAL/ HVAC	YES / NO	1 Point
6	INTERIORS	YES / NO	1 Point
7	LANDSCAP Architect	YES / NO	0.50 Point
8	ACOUSTIC & SOUND SYSTEM	YES / NO	0.25 Point
9	FIRE FIGHTING	YES / NO	0.25 Point
10	LAN & NETWORKING	YES / NO	0.25 Point
11	IBMS (Integrated Building Management System)	YES / NO	0.25 Point
12	STATUTORY CLEARANCE	YES / NO	0.50 Point

Note- If the bidder has in-house staff for above then they shall get full marks otherwise Zero points will be given

**** Form to be filled in the excel sheet provided on e-portal**

Form 3C-2 ARCH

Format of Curriculum Vitae (CV) for proposed staff

Proposed Position: _____
Name of firm: _____
Name of staff: _____
Profession: _____
Date of Birth: _____
Years with Firm: _____ Nationality: _____
Membership of professional societies: _____
Detailed tasks assigned: _____

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page).

Education:

(Summarize college/university and other specialized education of staff member, giving names of the institutes, dates attended and degrees obtained. Use up to a quarter pages).

Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments.

Present assignment:

Expected date of completion of present assignment, if applicable.

Languages:

(Indicate proficiency in speaking, reading and writing of each language by “excellent” “good”, “fair” or “poor”)

Certification:

I, undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.-

----- Date ----- (Day/Month/Year)

(Signature of the staff member & authorized representative of the firm)

*** Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

Form 3D ARCH**DETAILS OF PROPOSED ASSOCIATE SERVICE**

Sr No	Proposed associate for	Name & address of associate proposed	Years of experience	Years of association with the prime consultant	Point attributed Total 5 Points.	Availability of services by associates Or In-house.
1	Statutory clearance				1.0 Point	Yes/No
2	Fire Fighting Engineer				0.5 Point	Yes/No
3	Electrical Engineer				0.5 Point	Yes/No
4	Mechanical/HVAC				0.5 Point	Yes/No
5	Interior Designer				0.25 Point	Yes/No
6	Landscape Architect				1.0 Point	Yes/No
7	Public Health Engineer				0.25 Point	Yes/No
8	Medical Planner				0.25 Point	Yes/No
9	Acoustic sound system				0.25 Point	Yes/No
10	LAN & Networking				0.25 Point	Yes/No
11	IBMS				0.25 Point	Yes/No

Note: 1. If the bidder has in-house staff for Sr no 1 to 6 then they shall get full marks otherwise Zero points will be given

2. If the bidder has in-house staff for Sr no 7 to 11 then they shall get full marks otherwise 60% points will be given

3. Manpower related to Architectural services & Structural engineering services cannot be outsourced & should be available in-house only. Agency stands disqualified if these positions are not available in-house.

**** Form to be filled in the excel sheet provided one-portal**

Form 3E ARCH

**DETAILS OF WORKS OF SIMILAR NATURE OF ASSIGNMENT
COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DATE
OF PREVIOUS MONTH OF NOTICE.**

Note: Bidders shall provide details of only those works which fulfils qualifying criteria under Attribute B1

❖ SIMILAR NATURE OF ASSIGNMENT COMPLETED				
Sr. No	Description	1	2	3
1	Name of work /project and location			
2	Name & Address of Employer/ organization			
3	Name of the Consultant			
4	Cost of work in Rs Cr			
5	Built up area Sq.M			
6	Date of commencement as per contract			
7	Stipulated date of completion			
8	Actual date of completion			
9	Name and address/ telephone number of officer to whom reference may be made.			
10	Remarks / Scope of consultancy contract.			

❖ Agency can provide list of work done other than above in last 7 years on separate pages as an additional information.

Note - Indicate gross amount claimed and amount awarded by the Arbitrator.

**** Form to be filled in the excel sheet provided on e-portal**

Form 3F ARCH

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM “3 E”

Sr. No	DETAIL	INFORMATION
1	Name of work / Project & Location.	
2	Name of the Consultant	
3	Agreement No	
4	Cost of work in Rs Cr	
5	Built Up Area Sq.M	
6	Date of start	
7	Date of Completion (i)Stipulated date of completion (ii)Actual date of completion	
8	Amount of compensation levied for delayed completion, if any.	
9	Overall performance of the consultants	
	(a) Quality of work	Very Good / Good / Fair/ Average
	(b) Technical Proficiency	Very Good / Good / Fair/ Average
	(c) Resource fullness	Very Good / Good / Fair/ Average
	(d) General behavior	Very Good / Good / Fair/ Average

Dated:

Signature & Stamp of Issuing Authority

Note – Performance Certificate issued by the Organization for whom the consultancy works was done is required in the above format. However in the performance certificate grading is not given then it shall be considered as “Good” provided there are no adverse remarks.

***** Scanned images of documentary evidence to be uploaded on e-portal.**

Form 3G ARCH

FINAICIAL INFORMATION

- I. Financial Analysis** - Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last five years duly certified by the Registered Chartered Accountant, as submitted by the applicant to the Income Tax Department (Submission of I T Retunes is Must).

Particulars	Financial Year				
	2015-16	2016-17	2017-18	2018-19	2019-20
i) Gross Annual turnover on consultancy work (In Lakhs)					
ii) Net worth					
iii) Certified by					

- II. Financial arrangements for carrying out the proposed work.**

- III. Copy of the PAN card**

- IV. GST No:**

- V. The following certificates are enclosed:**

- (a) Current Income Tax clearance Certificate/Profit & Loss account
- (b) Net worth Certificate at 15% of contract value to be declared from Chartered Accountant of Applicant, duly signed and stamped.

Note: The scanned image of certificate issued by chartered accountant for gross annual turnover & profit/ loss and Documentary evidence with respect to PAN card, GST, etc. shall be uploaded on e-portal.

**** Form to be filled in the excel sheet provided on e-portal.**

Form 3H ARCH.

PARTICULARS OF LITIGATION HISTORY

Name of the Consultant_____

Consultant, including Associate should provide information on any history of litigation or arbitration resulting from contracts executed in the last seven years or currently under execution, as required in this tender document.

Year	Name of Client	Cause of litigation	Matter under dispute	Award for or Against The Applicant	Disputed Amount.

**** Form to be filled in the excel sheet provided on e-portal**

Form3I Arch

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE DEPLOYED FOR THE WORK

Sr.No.	Designation	Total Number	Number available for this work	Name	Qualifications.	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder(s)

(To be printed on Bidder's letterhead)

**** Form to be filled in the excel sheet provided on e-portal**

FORM 3K

CERTIFICATE OF ETHICAL PRACTICE

- 1 I/We assure the Centre that neither I/We nor any of my/our staff shall do any act/s, which are improper /illegal during the currency of the contract awarded to us.
- 2 Neither I/WE nor anybody on my/our behalf shall indulge in any corrupt activities/practices in my / our dealing with the Centre. I/WE shall have no conflict of Interest in any of our jobs/contracts at the Centre.
- 3 I/We have no conflict of interest in any of our jobs/contracts at the Centre

SIGNATURE

*** Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

Form 3L
CERTIFICATE

I _____, working as _____ in this organization and authorized to issue this certificate and certify that:

1. We have gone through the contents of advertisement and related documents for this and fulfill all the eligibility criteria.
2. All relevant documents are uploaded on e-tender portal.
3. The details and contents are authenticated and based on actual work carried out by our agency, as prerecord.
4. We have understood that in case it is found that our agency is not fulfilling any of the laid down criteria, or relevant details/supporting documents are not found to be uploaded, we shall not be given any opportunity for any clarifications and shall be evaluated based on available documents.

Signature of Authorized Signatory.

Name: Dated:

Designation:

[Please Affix Rubber Stamp]

Note: Scanned image of the above certificate shall be uploaded by the bidders in the E- tender portal.

*** Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

Annexure I

Undertaking

This is to certify that I have gone through all the pages of the document. The applicant company undertakes to abide by all the terms & conditions mentioned in the tender document. It is further certified that the information furnished in the tender documents is true and correct.

In the Event of any of above information found to be false, we understand that our tender proposal can be rejected and not considered.

Date:

Signatures:

Place:

Name:

Seal

Designation:

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

(To be printed on Bidder's letterhead)

Annexure II

Non- Black listing Self Certificate

This is to certify that M/s. _____ has not been blacklisted by any Central / State Government Department / organization in last 5 years. We understand that we are liable for disqualification in case firm is blacklisted/ debarred or suppression pertaining to the same.

Authorized Signatory

Name: _____

Designation: _____

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION 4

STANDARD FORMATS FOR PREPARATION OF FINANCIAL PROPOSAL

4A: Submission form

4B: Stages / Mile Stone for Payment of Consultancy Charges.

4C: Specimen Form of Financial Bid

Form 4A
SUBMISSION FORM

FROM (name of Firm)

To: (Name & Address of Client)

Sir,

Sub : Providing Comprehensive Architectural consultancy Services, Designing & Liaison work for Construction of Hostel (G+17) Standalone R C C Structure in Plot 2, Sector – 22, adjacent to Central Park, Kharghar, Navi Mumbai 410 210, Maharashtra, India.

We, the undersigned, offer to provide the Consultancy services for the above subject work in accordance with your Letter Inviting Offer Ref No. _____ dt _____ and our Proposal (Technical & Financial).

We undertake that, in completing for if the award is made to us in executing the above contract we shall strictly observe the Laws “prevention of Corruption Act 1988” against Fraud & Corruption.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours faithfully,

Signature
(Authorized Representative)
Full Name _____
Designation _____
Address _____

*** Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

Table 4B
STAGES / MILESTONES FOR PAYMENT OF CONSULTANCY CHARGES
(Based on the Scope of Services provided in the contract)

Stage of payment	Total cumulative fee payable in each stage	Architectural Services
		Stages / Milestones
Stage-I	5.00 %	Prepare and submit the Design Requirements sheet as per data provided / interaction with ACTREC for approval by ACTREC
Stage-II	10.00 %	Submit Preliminary Alternate Design schemes (minimum 03 nos.) for selection of the schemes by ACTREC
Stage – III	15.00%	Submit Final Design Concept drawings and 3D Renderings based on the selected option by ACTREC incorporating the comments provided by ACTREC in the Stage II milestone.
Stage-IV	25.00%	Prepare and submit all level floor plans drawings for (Architecture, MEP, Structure, Interior and Landscape) along with list of materials, Make of Fixtures, recommended vendors, etc. (3 options for selection) for approval from ACTREC.
Stage-V	40.00 %	Prepare detailed design drawings including Structure, MEP, Interior, Landscape drawings etc. for approval from ACTREC.
Stage-VI	55.00 %	a) on Obtaining all statutory clearances and commencement certificate. b) on submission of complete tender documents for Appointing of contractor.
Stage-VII	65.00%	Complete scrutiny of tenders submitted by contractors , Recommendation for award of work with justification.
Stage-VIII	70.00%	Issue of construction drawings (GFC drawings) etc. And approving shop drawings submitted by the contractor.
Stage-IX	75.00%	Review Construction Phase process.
Stage X	85.00%	On completion of work obtaining all necessary as built drawings from contractor.
Stage XI	95.00%	On obtaining provisional occupation certificate from statutory bodies.
Stage XII	100.00%	On obtaining building completion certificate and final occupation certificate from principal employer.

Note:

1. Consultant may list out the deliverables and numbers thereof, in case progressive payment is desired under any activity/sub-activity, so as to quantify the progress vis-a-vis the milestone.
2. All stages-wise payments shall be treated as advance payment except Stage X payments which shall be adjusted against all the previous payments.

Form 4C

Specimen Form of Financial Bid

PARTICIPANTS HAS TO SUBMIT ON LINE FORM PROVIDED IN THE EXCEL SHEET IN FINANCIAL BID ONLY THIS IS MANDATORY.

Name of the Bidder			
Sr. No.	Description	Unit	Rate (in %)
1	Providing Comprehensive Architectural Consultancy Services for Design, Preparation of working drawings, and Liaison with local / statutory authorities to get the Development Permission and Occupancy Certificate for Hostel Building for Tata Memorial Centre at Plot No 1& 2, Sector - 22, Kharghar, Navi Mumbai 410210. Development area having an approximately 19,600 Square Meter in multistoried Residential Hostel G+17 Storied Stand -Alone Tower in premises of ACTREC, Kharghar, Navi Mumbai. Time Limit shall be 48 months from the issue of work order / Six Months after completion of construction activities of Hostel Building whichever is later, if required time extension without any cost escalation. (Only 6 months for completion of Design, Drawing, obtaining entire local body & statutory approvals, preparation and approvals of bid documents for inviting execution bid) Complete work as directed by EIC- ACTREC.	Percentage (%)	

NOTE :

- 1. GST as applicable shall be reimbursed on submission of documentary evidence.**
- 2. For working out fees the GST payable to the successful contractor shall not be considered**
- 3 Stage wise payment shall be made to the Consultant based on Mile stone Set out in Section 4B of the Tender document**

**** Form to be filled in the excel sheet provided on e-portal and to be submitted ONLINE Only.
No hard copy to be submitted. Disclosure of financial bid in any form before opening financial bid official will lead to disqualification of the bidder.**

SECTION 5

STANDARD FORM OF CONTRACT

- 5A. Draft Agreement to Contract**
- 5B. General Conditions of Contract**
- 5C. Special Conditions of Contract**
- 5D. Form of Guarantee for Performance Security**
- 5E. Form of Bank Guarantee bond for EMD**

Form 5A

DRAFT AGREEMENT TO CONTRACT

This AGREEMENT is made and entered on this _____.

B E T W E E N

Tata Memorial Centre, ACTREC having Office at **plot No: 01 & 02, Sector 22, Kharghar, Navi Mumbai, 410210** (herein after referred to as '**TMC ACTREC**' which expression shall include its successors and Assigns where the context so admits) of the one part.

A N D

M/s. _____ having Registered office at _____ represented through (hereinafter referred to as "**_____**" which expression shall include their heirs, executors, administrators and assigns where the context so admits) of the other part.

TMC, ACTREC is desirous that certain works should be executed, viz, "**Providing Comprehensive Architectural consultancy Services, Designing & Liaison work for Construction of Hostel Building (G+17) having Standalone RCC Structure in Plot 2, Sector – 22, adjacent to Central Park, Kharghar, Navi Mumbai 410 210, Maharashtra, India.**" and has accepted tender by the Contractor for the execution of such work.

WHEREAS the Contractor, after acquiring and fully understanding himself with the nature and extent of work, executing the said work for a total consideration of Rs _____ inclusive of GST and all other charges etc. and will be firm throughout the contact period without any escalation clause.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form, bind and be read and construed as part of this Agreement, viz :-
 - (a) The said Tender
 - (b) The Tender drawings
 - (c) The Conditions of Contract
 - (d) The Bills of Quantities
 - (e) The Letter of Intent and Work Order
 - (f) Any such correspondence leading to award of the work

3. TMC ACTREC hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price at the time and in the manner prescribed by the Contract.
4. The contractor shall perform all the work required by the Contract document for **“Providing Comprehensive Architectural consultancy Services, Designing & Liaison work for Construction of Hostel Building (G+17) having Standalone RCC Structure in Plot 2, Sector – 22, adjacent to Central Park, Kharghar, Navi Mumbai 410 210, Maharashtra, India.”** And do & fulfill everything by this agreement.
5. In case any kind of defect / malfunctioning of the parts/system within period of 365 days from completion certificate, the contractor shall repair; replace the defective parts at free of cost. In case of non-compliance by the contractor, ACTREC reserve the right to forfeit the security/performance deposit etc. & further reference for arbitration the dispute.
6. “In the event of any dispute arising out of this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the Director, ACTREC or any other officer nominated by the Director, ACTREC for arbitration whose decision shall be final and binding on the parties and the place of arbitration will be at Kharghar.”
7. ACTREC reserve the right to place extra items other than schedule quantity for completion of given work order. In such cases the Engineer In-charge calculate the expenditure for supply and execution of such work by taking quotation from local agency and adding applicable levies, labor charges, incidental expenditure, profit etc. as per the normal procedure to arrive suitable rate. He may also obtain the expenditure of the extra item either from CPWD manual or from the work order executed for government organization for similar work in the recent past. If the quantity of work is exceeding more than 10%, Engineer-in-Charge should be informed the same and execution should be done only after prior approval.

CLAUSE/ REFERENC E	CONTRACT CONDITIONS	PARTICULARS
Work Order		
Work Order	Date of Commencement of the work	
Work Order	Date of Completion of work	
Conditions of Contract	Amount of compensation for delay	1% per month of delay to be computed on per day basis
Conditions of Contract	Maximum amount of compensation	10% of award of the work
Work Order	Guarantee Period / Defects liability period	One year from the date of issue of final completion certificate
Conditions of Contract	Payment	Payment will be released against running bills after actual measurement as per TMC policy.
Work order	Deduction of taxes at source	2% income tax
Conditions of Contract	Performance security	3% of award of the work
Work order	Security Deposit	At the rate of 2.5% from running bills.

8. This contract shall be governed by the various labour laws for the time being in force. The contractor shall comply with all central, state, municipal laws & rules and legislations in force time to time & shall be solely responsible to comply with all obligations and payments there under. No compensations will be entertained for the liabilities arising out of any provisions of any Act, laws, rules & legislation in force from time to time. In case ACTREC has to pay any charges for non-compliance of any ACT, enactments, laws, legislation by the contractor, the same shall be recovered from the contractor.
9. All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individuals / Members / Officers, if sent by post or by facsimile address as follows:

The TMC-ACTREC — **TATA MEMORIAL CENTRE, ACTREC, SECTOR-22, KHARGHAR, NAVI MUMBAI-410210.** The contractor M/s. _____ having registered office at _____ the particulars referred to the various clauses/references are as given below

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

FOR AND ON BEHALF OF **TATA MEMORIAL CENTRE, ACTREC**

SR. ADMINISTRATIVE OFFICER, TMC, ACTREC

The Common Seal of _____

_____ was hereunto affixed in the presence of:

Witness 1. _____

2. _____

FOR AND ON BEHALF OF M/s. _____
Authorized Signature

The Common Seal of _____

_____ was hereunto affixed in the presence of:

Witness 1. _____

2. _____

Form 5B

GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERALPROVISION

1.1 Definitions

Unless the context „otherwise: requires, the following terms whenever used in this Contract have the following-meanings:

- (a) "ACTREC" means Advanced Center for Treatment Research and Education in cancer a wing of Tata Memorial Centre under Administrative control of the Department of Atomic Energy, Government of India.
- (b) "Government" means the Government of India.
- (c) "Contract"- means. The Contract signed by the Parties, to which these Conditions of Contract are attached together with all the documents listed in Appendices of such signed Contract.
- (d) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, as they may be issued and in force from time to time.
- (e) "Engineer-in-charge" means an engineer so appointed by the ACTREC responsible to direct, supervise and be in charge of the Services to be performed by the Consultancy Firms under the Contract.
- (f) "GCC" means these General Conditions of Contract.
- (g) "SCC" means Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented. SCC supersedes to GCC.
- (h) "Party" means the ACTREC or the Consultant (s}, as the case may be, and Parties means both of them.
- (i) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the scope of services.
- (j) "Contract Price" means the charges to be paid for the performance of Services under this Contract.
- (k) **"Currency" means Indian Rupees.**

-
- (l) "Personnel" means persons hired by the Consultant(s) or by any Sub-consultant(s) as employees and assigned to the performance of the Services or any part thereof. "Local Personal" means such persons who at the time of being so hired had their domicile inside the Client's country.
 - (m) "Consultant / Architect ", means the Consulting Architects.
 - (n) "Associate" means any other Consultant Appointing by the Main Consultant for specialized part of work like HVAC, MEP, Liaison etc.
 - (o) "Third Party" means any person or entity other than the ACTREC, the Consultant or an Associate.
 - (p) "Site" means the designated plot for construction belonging to the ACTREC on which the Services shall need to be performed.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the ACTREC and the Consultant. The Consultant, subject to this Contract, has complete charge or-Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties be governed by the Applicable Law in India

1.4 Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Location of Work:

The Services will be performed at **Plot 1 & 2, Sector – 22, adjacent to Central Park, Kharghar, Navi Mumbai 410 210, Maharashtra, India**. All coordination, meetings, correspondence & will be conducted from ACTREC, Kharghar, Navi Mumbai.

1.6 Notices

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e mails to such Party at the address specified in the SCC.
- (b) Notice shall deem to be effective as specified in the SCC.
- (c) Opening of technical bid can take place on next working day if it does not take place on the same day due to unforeseen reason

1.7 Authority of Member in Charge

In case of Consultants consist of an Associates of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' right and obligations towards the Client under this Contract, including without limitation the receiving of instructions from the Client.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials specified.

1.9 Taxes and Duties

Unless otherwise specified in the SCC, the Consultant, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**2. COMMENCEMENT COMPLETION MODIFICATION
&TERMINATION OF CONTRACT**

21 Effectiveness of Contract

This Contract shall come into effect on the date of issuance of LOI or such other date-as may be stated in the tender document.

22 Termination of the Contract for Failure to become Effective

If this contract has not become effective within (6 m o n t h s) 1 8 0 d a y s after the date of the Contract signed by the Parties, either Party may, but not less than 4 (four) weeks written notice to other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

23 Commencement of Services

The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date as may be specified in the t e n d e r.

24 Expiration of Contract

Unless terminated earlier pursuant to Clause GCC hereof, this Contract shall expire when the Services have been completed in all respect at the end successful completion of defect liability of the contractor.

25 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make,

and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

26 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or Contract Price, may only be made by written agreement between the Parties.

27 Force Majeure

27.1 Force Majeure' means and includes any cause which is beyond the control of either of the parties in the agreement which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract such as:

- a) Natural phenomena such as floods, droughts, earthquakes, epidemics etc.;
- b) Acts of war - declared or undeclared, priorities and embargoes, quarantine etc.;
- c) Other phenomena such as riots, civil commotion, state wise/ nation wise (but not local) band etc.

27.2 Parties shall not be liable for the delays in performing their part of obligation (s) Resulting from any 'Force Majeure' causes as referred to above. The time for completion of the contract shall, however, be extended by a reasonable time to cover the period of delay completely attributable to the Force on Majeure events.

2.7.3

During outbreak of any Pandemic, medical and natural exigencies, it is contractor's responsibility to take care of material, manpower working and staying in site along with their family including women and kid if any, additional expenditure incurred to abide by the guidelines drawn by Local or Central authorities shall be strictly followed at no extra cost to TMC. Also guidelines set by TMC/ACTREC related to quarantine, face mask, social distancing etc., to be strictly followed at no extra cost to TMC.

28 Termination

2.8.1 By the Client

The ACTREC may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Consultant, To be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 2.8.1 and sixty (60) days in the case of event referred to in (e) below, in such events there shall be no claim by consultant against ACTREC for business loss or whatsoever. The ACTREC's liability will be restricted to payment for services rendered by the consultant till the date of termination.

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- a) if the Consultant fail to remedy a failure in the performance of their obligations under the Contract within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
 - b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - c) If the Consultant submit to the ACTREC a statement which has a material effect on the rights, obligation or interests of the ACTREC and which the Consultants know to be false;
 - d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days and the force majeure condition continues to exist and it cannot reasonably be foreseen as to when normalcy would be restored.
 - e) If the ACTREC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause GCC 2.8.2, terminate this Contract:

- a) If the ACTREC fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as a result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or 2.8.2 hereof, the Client shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the consultant to the client)

- a) Remuneration pursuant to Clause GCC 6.1 hereof for Services satisfactorily performed prior to the effective date of termination; and

-
- 2.8.4** The Client shall not be liable to pay any bonus, damage or other claims of the Consultant for the loss of expected profit or interest.
- 2.8.5** In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence or inordinate delays in achieving the targets, the ACTREC shall be free to encash the Performance Bank Guarantee or forfeit the Security Deposit fully or partially as may be decided by the Client upon termination.
- 2.8.6** In the event of termination of Contract, the Consultant shall furnish to the Client all the design, drawings, data, documents and details as are existing with him on that date.

3 OBLIGATIONS OF THE CONSULTANT

3.1 General

a) Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment machinery, materials and methods.: The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the ACTREC, and shall at all times support and safeguard the ACTREC legitimate interests in any dealings with sub-Consultant or Third Parties.

3.2 Conflict of interests

3.2.1 Consultant not to benefit from Commissions, Discounts. etc.

- a) The remuneration of the Consultant pursuant to Clause GCC 6.1 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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- b) If the Consultant, as part of the Services, have the responsibility of advising the ACTREC on the procurement of goods or Appointing of construction contractors, the Consultant shall comply with any applicable procurement guidelines, work contract procedures, any confidential information etc. of the ACTREC and shall at all times exercise such responsibility in the best interest of the ACTREC. Any discounts or commissions obtained by the Consultant in the exercise of such responsibility shall be for the account of the Client.
 - c) The Consultant shall not have the benefit either directly or indirectly of any royalty or gratuity or commission in respect of any patented or protected article or process used unless it is mutually agreed.

3.2.2 Consultant & Affiliates not to be otherwise interested in Project

The Consultant agree that during the term of this Contract and after its termination, the Consultant and his affiliates, as well as Sub-consultants shall be disqualified from providing goods, works or services (other than the Services and continuation thereof) for any project resulting from the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor their sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- or
- b) After the termination of this Contract, such other activities as may be specified in the section 2.8

3.3 Confidential:

- a) The Consultant, his Sub-consultants and the Personnel of either of them shall not disclose any Information and data furnished to them by ACTREC to any third party nor shall disclose any drawings, reports, specification, manuals and other information developed and prepared for ACTREC by the Consultant and his Sub-consultants and the Personnel of either of them, without prior written approval of ACTREC.
- b) The Consultant and his Sub-Consultant and the Personnel of either of them shall be subject to the provisions of the Atomic Energy Act, 1962 and Official Secret Act 1923 and such other applicable laws with amendments as of date, pertaining to such information at all times.

3.4 Insurance to be taken out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any sub-Consultant to take out and maintain, at their (or the sub-Consultant', as the case may be) own cost but on terms and conditions approved by the ACTREC, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions of Contract (SCC), and (ii) at the ACTREC's request, shall provide evidence to the ACTREC showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Consultant's Actions requiring Client's prior Approval

The Consultant shall obtain the ACTREC's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the Personnel merely by title but not by name without any prejudice to ACTREC's interest.
- b) Consultant may avail the services of an associate but the prime responsibility remains with the Consultant.
- c) Any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Consultant shall submit to the ACTREC the reports, documents and other deliverables specified in the tender document.

3.7 Documents prepared by the Consultant to be the Property of the ACTREC

- a) All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the ACTREC, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the ACTREC, together with a detailed inventory, etc. thereof. Client reserves the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the Consultant.
- b) The Consultant shall also return, along with the detailed inventory thereof, all plans, drawings, specification, reports both in hard copy & soft copy format etc. made available by the Client for performing the Services, upon termination or expiration of the Contract.
- c) Intellectual rights , copyrights and all proprietary rights of all design, drawings, specifications, software, program, reports, formats, manuals documents etc. developed and prepared by the Consultant for this assignment shall vest with the ACTREC and shall not use these for any other purpose/assignment without the written permission of the ACTREC . Any deviation to this effect shall be dealt with in accordance with law.

3.8 Defect Liability

- a) Should any defect or inadequacy occur in the work carried out or the service performed by the Consultant prior to the date of final acceptance of the work by the ACTREC, the Consultant shall be under a legal obligation to perform, at his own initiatives and free of cost without any additional liability to the ACTREC, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Engineer-in-charge regarding 'defect or inadequacy' in the work so carried out and service rendered shall be final and binding.
- b) In case, despite the specific request by the ACTREC to the Consultant to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the Consultant, the Consultant fails and neglects to rectify the same, within the time frame given by the ACTREC for such rectification then the ACTREC shall be within its right to correct such defects of the inadequacy(s) rectified from a third agency at the costs and risks of the Consultant. It shall be within the right of the Client to adjust / recover such additional costs, so incurred by the Client from the payments due and payable to the Consultant.
- c) Liability of the Consultant shall expire on twelve months after successfully completion of actual work order period.

4 CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required, and agreed by the Engineer-in-charge, to carry out the Services. The Consultant shall also bond his Personnel to the confidentiality of the Services performed by them under this Contract.

4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Personnel. If any of the Personnel has already been approved by the ACTREC his/her name is listed as well.

4.3 Removal and/or Replacement of Personnel

- a) Except as the ACTREC may otherwise agree no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Engineer-in-charge (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the ACTREC's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the ACTREC. Failure to do so shall be construed to be a default for which the Client could terminate the Contract without any liability on the part of ACTREC
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to:

- a) Provide the Consultant, Sub-consultant and Personnel with pertinent data and such other documents as shall be necessary to enable the Consultant, Sub-consultant or Personnel to perform the Services;
- b) issue to officials, agents and representatives of the ACTREC all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; give decisions on all matters laid before the ACTREC by the Consultant in such a reasonable time as not to delay the work of the Consultant.

5.2 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price specified in Clause GCC6.1.

5.3 Payment

In consideration of the Services performed by the Consultant under this Contract, the ACTREC shall make to the Consultant such payments and in such manner as is provided by Clause GCC 6.

6 . PAYMENTS TO THECONSULTANT

The payment to the consultant shall be made as Mile Stone Specified in Table 4B.

6.1 Currency of Payment

Payment shall be made in the Indian Rupees only.

6.2 Mode of Billing &Payment

Billing and payments in respect of the Services shall be made as follows:

- a) The payment to the Consultant shall be made periodically as per the schedule of payment agreed upon Form 4B". The ACTREC shall cause the payment to the Consultant to the extent of the amount indicated in the running bills, received in triplicate along with duly approved supporting documents, within thirty working days of receipt of the running bill.
- b) The final payment under this Contract shall be made only after the final report and a final statement identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Engineer-in-charge. The Services shall be deemed completed and finally accepted by the Engineer-in-charge , ACTREC and the final report and final statement shall be deemed approved by the ACTREC as satisfactory one hundred eighty (180) days after receipt of the final report and final statement by the Client unless the Client, within such one hundred eighty days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the ACTREC has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the ACTREC within thirty days after receipt by the Consultant of notice thereof. Any such claim by the ACTREC for reimbursement must be made within twelve (12) months (365 days) after receipt by the ACTREC of a final report and a final statement approved by the ACTREC in accordance with the above.

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- c) Income tax and other applicable taxes as per Ministry of finance or any other statutory bodies shall be deducted from the consultancy fees and surcharge thereon as prescribed from time to time. This deduction will be made from all the bills in respect of work and the amount so recovered will be credited to the Income tax or any other statutory authority and a certificate for the amount so deducted will be issued by the account officer ACTREC.

6.3 Terms & Conditions of Payment

Payments shall be made to the account of the Consultant and according to the payment schedule stated in the as per Mile stone4B.

7 SETTLEMENT OF DISPUTES

a) Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

b) Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

8 CLARIFICATION & AMENDMENT OF TENDER DOCUMENT

8.1 Consultants may request a clarification on any of the Documents furnished to them with the tender up to the date & time indicated in NIT by uploading them on the pre bid queries icon only. The Client shall respond by uploading the clarifications on the E Tender portal to such requests and the same can be viewed by all Consultants who intend to submit the Proposal (without identifying the source of enquiry). The bidding consultants/ consulting firms are required to download the clarifications and submit a signed copy along with their bid (in the form of softcopy).

8.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by consulting firm, modify the Documents, furnished with the tender, by amendment. The amendment shall be notified by uploading the clarifications on the E Tender portal to consulting firms and shall be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals. The bidding consultants/ consulting firms are required to download the clarifications and submit a signed copy along with their bid (in the form of softcopy).

9 AWARD OF CONTRACT

9.1 The Contract shall be awarded, after obtaining requisite approvals from the Competent Authority, based on completion of successful discussions.

9.2 On award of the Contract, the Consultant shall commence the Assignment on the date and at the location specified in the General Conditions of Contract (GCC). A co-ordination procedure shall also be established and name of the accredited representative of the Consultant who would be responsible for taking instructions from the Client shall be communicated.

10 Tax liability, insurance, description or reference to Documents:

The Consultant and his personnel shall pay the taxes and other impositions levied under existing, amended or enacted laws during life of the Assignment. The Consultant shall cover employer's liability compensation insurance for his or his Sub-Consultants "personnel in accordance with the provisions of relevant applicable laws.

Form 5C

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The language is :English

2. The Address are:

For the ACTREC: Office of Engineering Services, 2nd floor, Khanolkar Shodhika, ACTREC,
Navi Mumbai 410210

E-mail: s b h a n g a l e @ a c t r e c . g o v . i n / h k e l k a r @ a c t r e c . g o v . i n .

For the Consultant(s): _____

E-mail:

3. Notice shall be deemed to be effective as follows

- a) In the case of personal delivery or registered mail, on delivery;
- b) In the case of E mail 24 hours following confirmed transmission.

4. The Over all in Charge is the Director, ACTREC

5. The Authorized Representatives are:

(a) For the Director ACTREC: Engineer-in-Charge, Engineering Services, ACTREC.

(b) For the Consultant: Managing Director

6. The Consultant and his personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during Life of this Contract and the ACTREC shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

7. The time period shall be up to completion of the work Months inclusive of all the Services mentioned in the Tender.

8. The risks and the coverage shall be as follows

- a) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Associate, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel. any such life, health, accident, travel or other insurance as may be appropriate; and

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- b) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services
9. The defect liability period shall expire on expiry of defect liability of the contractor & settlement of all claims of the contractor.
10. The quote shall be Indian rupee only.
11. It is to be understood that the amount/rates quoted are all inclusive and payment shall be made on the basis of the milestones given in Milestone Table 4B, hereto.

12. The payment schedule envisaged is:

- (a) On the basis of milestone achieved during the execution of this Contract, as listed in Milestone Table 4B, hereto.

13 Disputes shall be settled by arbitration in accordance with the following provisions:

Any dispute or difference at any time arising between the Client and the Consultant as to the construction, meaning or effect of the Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the DAE who shall decide the case in accordance with and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re-enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai , Maharashtra ,India.

14 Performance Guarantee

The Consultant shall carry out the work and services in conformity with generally accepted norms and sound engineering practices. Consultant shall be responsible for the technical soundness of the Services rendered by him. In the event of any deficiency noticed at any time up to successful completion of defect liability of the contractor, the Consultant shall inter alia promptly redo such design, engineering, analysis, inspection, site supervisory-services etc. at no extra cost to the Client.

15 Rectification of Errors, Omissions etc.

All errors and omissions in design, drawings, specifications, tenders, manuals etc. . furnished by the Consultant shall be rectified by the Consultant and should the error or omission be the result of fault and negligence on the part of the Consultant or his personnel, the Consultant shall rectify the same at his own cost. Should such rectification be not carried out to its reasonable satisfaction, Client may at its discretion have such rectification done by any other consultant, and reasonable fee and disbursement of such other consultant shall be borne by the Consultant.

16 Accounting. Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with Indian Rules accepted accounting principles and in such

form and detail as shall clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Client or its designated representative periodically, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the ACTREC.

17. Equipment and Materials if furnished by the ACTREC.

If Equipment and materials made available to the Consultant by ACTREC, or purchased by the Consultant with funds provided by the ACTREC, shall be the property of the ACTREC and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the ACTREC an inventory of such equipment and materials and shall dispose of such writing, shall insure them at his own expense for an amount equal to their full replacement value. Equipment and materials in accordance with the Engineer-in-charge instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the ACTREC official in writing, shall insure them at his own expense for an amount equal to their full replacement value.

18 Indemnification

- a) The Consultant shall indemnify and keep indemnified the Client for and against any and all claims, actions, demands, costs, charges and expenses arising from or for infringement of patent rights, copy rights or other protected rights, if any, in design, plans, diagrams, drawings in respect of any of the equipment, processes or construction methods furnished by the Consultant for the performance of the Service, and found to have infringed any such rights.
- b) In the event of any claim being made or action being brought against the ACTREC in respect of any of the matters referred to the above, Consultant shall promptly be notified and it shall be at its own expenses conduct all negotiations for the settlement of the same and any litigation that may arise.
- c) In the event of any designs, plans, diagrams, drawings in respect of any of the equipment, processes or construction methods furnished by the Consultant for the performance of the Service constitute infringement of patent or any of the protected rights and use thereof is restrained, the Consultant shall at no extra cost to the ACTREC procure the right to continue using the same or replace the same at their own costs with non-infringing work approved by the Client or modify them so that these become non-infringing, but such modifications shall otherwise be to the entire satisfaction of the Client.
- d) The provisions of (a) to (c) above shall survive the completion, expiration or termination of the Contract.

19. Responsibility for Data & Designs

The final responsibility for the correctness, adequacy and accuracy of the designs, drawings, technical specifications, tenders documents, purchase specifications, Installation instructions and commissioning steps etc. furnished by the Consultant, shall lie with the Consultant.

The Consultant shall ensure that all designs and services rendered by him, under this Agreement, are in compliance with the existing statutory regulations of bodies such as MoEF, Local Authorities, MCGM, Boiler Inspector, Electrical Inspector, Lift Inspector, Chief Fire Office, Directorate of Explosive, Director General Civil Aviation, Heritage, Archeological etc. as well as Atomic Energy Regulatory Board/ Bhaba Atomic Research Centre (BARC) Safety Council/any other Safety Authority. Inter- institutional coordination in the design & development of codes/software etc. shall also be the responsibility of the Consultant.

20 Liability of the Consultant

- a) Except in case of gross negligence or will full misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant for all guarantees & warranties shall be limited to **100** percent of the total fee payable.
- b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.
- c) In case of gross negligence or will full misconduct on the part of the consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the liability of the Consultant shall be 100% of the total fee payable for defects in the deliverables/deficiencies in the Services.

21 Levies of Liquidity Damages

For any delays, attributable to the Consultant in the scheduled dates / periods of completion of different activities as per the agreed work schedule, the Consultant shall pay to the ACTREC compensation as Liquidated Damages (LD), calculated at the following rates:

Period of Contract (Originally stipulated)	Liquidated Damages Rate per Month of Delay will be computed per Day Basis <i>(on consultancy fee amount only)</i>	Maximum amount of Liquidated Damages.
1) Completion period not Exceeding 180 days.	1 %	10% of total fee
2) Completion period Exceeding 180 days but not exceeding 365 days.	1%	10% of total fee
3) Completion period exceeding 365 days	1%	10% of total fee

The amount of liquidated damages shall be adjusted or set off against any sum payable to the Consultant under this or any other contract with the ACTREC at one or more of its unit

22 Working hours, Overtime, Leave, etc.

- (a) The Consultant, Associate or their Personnel shall not be entitled to any overtime payment and the same deemed to have been included in the Contract Price. Taking of leave by Key Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes shall not delay the progress and adequate supervision of the Services.
- (b) The Consultant's personnel working at the Site shall observe the site construction working hours and holidays.

23 Project Organization

The Consultant shall ensure that during the Consultant's performance of the Services a well-defined project set-up exists at his end. This set-up only shall interact with the Client's personnel in providing the Services.

24 Access to Site

The ACTREC warrants that the Consultant shall have, free of charge, unimpeded access to the Site in respect of which access is required for the performance of the Services.

1. Security Rules

The Consultant shall follow the rules and regulation for the security framed by the ACTREC from time to time regarding movement of personnel, materials and equipment to and from office/site, issue of identity cards, control of entry of personnel and all similar matters. The Consultant shall also follow all rules and regulations applicable to the area being declared/pronounced from time to time by the authorities or authority of existing ACTREC facilities in the vicinity of any other statutory orders. Nothing extra shall be payable on account of stoppage/hindrance of the work due to the enforcement of security measures/ emergency conditions.

2. Rights of Other Agencies

Other agencies may also be simultaneously working within and around the locations/areas designated to carry out the Assignment. No extra claim during the tenure of the work shall be entertained by the ACTREC for hindrances on account of such interfaces with other/allied agencies.

3. Idle Claim

No claims from the Consultant shall be entertained on account of idle work force, non-use of facilities due to stoppage of work, unprecedented rain, storm or any other Unforeseen circumstances.

4. Fairness & Good Faith

(a) Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

(b) Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in

1. Indemnity:

The Consultant shall indemnify, defend, protect and hold harmless the ACTREC, its representative, its affiliated companies and their respective directors, officers, agents and employees, from any and all Claims to the extent that such Claims are caused by or arise out of the negligent acts, conduct, errors or omissions of the Consultant or the breach of any of its contractual obligations hereunder.

2. Amendments

No addition, amendment or variation to this contract and no waiver of any right under this contract shall be binding unless it is in writing and signed by a duly authorized representative of each party to these presents. Amendments made prior to the opening of Tender shall be part of the contract

3. Force Majeure

If performance, in whole or in part, or any portion of this Agreement by any party hereto is prevented by causes that may come into operation after the signing of this Agreement, which are beyond the reasonable control of such party, or cause against which party could not make reasonable provision including but not limited to acts of God, Labour Disputes, riots, insurrections, tidal waves, floods, explosions, fire or earthquakes, industrial disturbances, inevitable accidents, war (undeclared or declared), embargoes, blockages, legal restrictions or Government restrictions and the like, the party which is prevented from performing shall be excused from performing its obligations under this Agreement for the period of the excusable delay, provided the reason for the delay is communicated to the other party within thirty (30) days of its discovery.

4. Jurisdiction

This Agreement and all right, obligations and liabilities arising under it shall be construed in accordance with the Laws of India. The parties further agree If still unable to come to stand, which affects the services, then it must go to an authority (Director ACTREC) for decision and submit themselves that the courts in Mumbai shall have the exclusive jurisdiction to try all or any of the disputes arising out of this Agreement.

5. Compliance with Laws:-

The consultant shall comply with all relevant acts and amendments thereof and other laws relating thereto and rules made there under from time to time wherever applicable.

6. Security Regulations:-

The personnel are required to be in possession of individual identity card or passes and shall follow the security regulation of ACTREC.

7. Removal and / or Replacement of Personnel:

Except for the Engineer in charge may otherwise agree, no changes shall be made in the personnel. If for any reasons beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement a person of equivalent qualification and experience acceptable to the ACTREC.

The ACTREC may require the consultant to dismiss or remove any person or persons, who may be incompetent or misconduct himself or has been charged with having committed moral turpitude criminal , civil action or negligent in the proper performance of his duties and all such persons shall not again be employed upon.

8. Insurance

8.1 The consultant shall maintain and shall cause all its consultants / engineers to maintain a valid comprehensive insurance policy, in respect of claims for personal injury to or the death of any persons under a contract of service or apprenticeship; with the consultant as the case may be and arising out of and in the course of such persons employment. Such insurance shall be in accordance with the law in force. Consultant shall effect a Professional Indemnity insurance covering professional errors and omissions for a sum equivalent to the estimated Basic Fee. Such insurance policy shall be taken at the beginning of the year and shall continue till one year after Project Completion. Such insurance cover shall not be discontinued by the Consultant unless prior alternative arrangements, as mutually agreed between the parties hereto, are made. The Consultant shall provide a confirmation from the Insurance Company providing the professional indemnity insurance policy.

8.2 The insurance shall be with a well- established insurance office or underwriter of repute in India to be approved by the ACTREC.

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- 8.3 All insurance policies maintained by the Consultant shall be primary and shall not call into contribution any other insurance that may be available to the ACTREC. The Consultant shall provide the ACTREC with a certificate from each of its insurers acknowledging that all insurance policies maintained by the Consultant with such insurer are primary and do not call into contribution any other insurance that may be available to the ACTREC.
- 8.4 The Consultant shall furnish to the ACTREC upon request, certificates showing that all such insurance is being maintained as required and has been properly renewed. Such insurance shall also provide that no cancellation of the policies shall become effective unless notice is given to the ACTREC at least thirty (30) working days in advance. In the event that such notice is given to the ACTREC, The Consultant shall have ten (10) Business Days to cure the fault which is the basis for the threatened cancellation, failing which the ACTREC shall have the right to effect and maintain comparable insurance at the cost of the Consultant. The ACTREC shall be provided with renewal certificates in respect of any insurance maintained not less than thirty (30) working days prior to any expiry date, together with evidence of the payment of premiums thereon. The Consultant shall be responsible for ensuring that all their associate Consultants obtain insurance in full compliance with any requirement to maintain insurance.
- 8.5 Consultant shall not, without the written consent or instructions of ACTREC make any deviations in the plans or estimates or order any variations, omissions or extracts. The Consultant shall not fix any rate or rates for any new item of work except in accordance with the provisions, if any, of the agreement between ACTREC and the Contractors, and in the absence of the same without the written approval of the ACTREC.

Form 5D

Form of Guarantee for Performance of Services

SECTION –10 (i)–FORM OF PERFORMANCE SECURITY – BANK GUARANTEE BOND (BG)

(To be submitted on Non-judicial stamp paper worth Rs 100/-only)

1. In consideration of the Director, Tata Memorial Centre (hereinafter called The ACTREC) having agreed under the terms and conditions of Letter of Intent/ Agreement No. dated..... made between Accounts Officer, ACTREC and..... (Hereinafter called " the said Consultant{s} ") for the work..... (herein after called " the said Letter of Intent / Agreement') having agreed to production of an Irrevocable bank Guarantee for Rs.....(Rupeesonly), as a security/ guarantee from the consultant(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we..... (Indicate the name of the Bank) (Hereinafter referred to as "the Bank') hereby undertake to pay to the ACTREC an amount not exceeding Rs..... (Rs. only) on demand by the ACTREC
2. We..... (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ACTREC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant(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, further undertake to pay to the ACTREC any money so demanded notwithstanding any dispute or disputes raised by the Consultant(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 a valid discharge of our liability for payment there under and the Consultant(s) shall have no claim against us for making such payment.
4. We..... (Indicate the name of Bank) further agree that the guarantee herein contained shall remain In full force and effect during the period that would be taken for the performance of the said Agreement and that It shall continue to be enforceable till all the dues of the ACTREC 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 ACTREC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee.
5. We (Indicate the name of Bank) further agree with the Director, ACTREC that The ACTREC 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 Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, ACTREC against the said Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant(s) or for any forbearance, act of omission on the part of the ACTREC or any indulgence by the ACTREC to the said Consultant(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. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractors.
7. We.....(Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the ACTREC in writing.
8. This guarantee shall be valid up to, unless extended on, demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....Rupees..... only) and unless a claim in writing is lodged with us within 180 days of the date of expiry or the extended date of expiry of this guarantee, all our /liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of.....for (Indicate the name of Bank)

(Note: The Letter of Intent shall form part of the Agreement)

FORM 5E

FORM OF BANK GUARANTEE BOND for E.M.D

In consideration of the Director, Tata Memorial Centre (hereinafter called "The ACTREC") having agreed under the "Notice Inviting Tender and tender documents" (hereinafter called "the said tender documents"), between Tata Memorial Centre and M/s..... (here in after called "the said Consultant(s)"), for the tendered work

.....(hereinafter called "the said work") having agreed to production of airtight evocable Bank Guarantee for Rs. (Rupees only), as an Earnest Money / guarantee from the Consultant (s) for compliance of his obligations in accordance with the said tender documents.

1. We (Indicate the name of the Bank) (hereinafter Referred to as "the Bank") hereby undertake to pay to the ACTREC an amount not exceeding Rs. (Rs. only) on demand by the ACTREC.

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ACTREC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant(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, further undertake to pay to the ACTREC any money so demanded notwithstanding any dispute or disputes raised by the Consultant(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 a valid discharge of our liability for payment there under and the Consultant (s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the due fulfillment of the said tender documents and that it shall continue to be enforceable till all the dues of the ACTREC under or by virtue of the said tender documents have been fully paid and its claims satisfied or discharged or till Director on behalf of the ACTREC certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said Consultant (s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the ACTREC that the ACTREC shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said tender documents or to extend time often derivability by the said Consultant (s)) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ACTREC against the said Consultant(s) and to

forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reason of any such extension given by the said Consultant(s) or for any forbearance, act of omission on the part of the ACTREC or any indulgence by the ACTREC to the said Consultant(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. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We,(Indicate the name of Bank)
lastly undertake not to revoke this guarantee except with the previous consent of the ACTREC in writing.

8. This guarantee shall be valid up to, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs... (Rupees only) and unless a claim in writing is lodged with us within 180 days of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for(indicate the name of Bank).

Appendix - A: Description of the Services, Documents and other deliverables

Detailed description of the documents to be prepared by the Liaison Architect as may be the case for submission to government bodies in co-ordination with client and Principal architect.

Sr. No.	PARTICULARS OF DOCUMENTS
1.	Application / Forwarding letter From Architect / Licensee / Owner.
2.	Prescribed Application Form duly filled.
3.	Letter of Appointment of Architects.
4.	Acceptance letter of the Architect.
5.	Form of Supervision Memo of the Architect
6.	Copy of Certificate of Council of the Architect registration validity.
7.	Previous Architects registration letter if Architect is changed. (Sr. No. 3, 4, 5, 6 is required)
8.	Letter of appointment of Structural Engineer.
9.	Acceptance letter of the Structural Engineer.
10.	Form of supervision Memo of the Structural Engineer
11.	Certificate of Earthquake stability.
12.	Confirmation of column position letter.
13.	Copy of Structural Engineer Registration copy with License validity.
14.	Previous Structural Engineer Registration letter if Structural Engineer is changed.(Sr. No. 1, 2, 3 is required)
15.	Letter of Appointment of Licensed Plumber
16.	Acceptance letter of the Licensed Plumber
17.	Form of Supervision Memo of the Licensed Plumber
18.	Copy of Licensed Plumber Registration with License validity
19.	Previous Licensed Plumber registration letter if Licensed Plumber is changed. (Sr. No. 15, 16, 17 & 18 is required.)
20.	Copy of Agreement (Between CIDCO and Owner/Licensee) with possession Receipt, Demarcation Plan / Ownership documents of property with TILR Plan, 7/12 Extract, Location Plan etc.
21.	Copy of Tripartite Agreement. (All)
22.	Copy of Transfer order from Estate Section CIDCO (All)
23.	Copy of Power of Attorney (POA) if Licensee given a POA if more than two partners.
24.	Delay Condonation NOC from Estate Section CIDCO if lease agreement is more than 6 months old.
25.	Extension of Time Limit from Estate Section CIDCO if lease agreement is more than 4 years old.
26.	Amalgamation application from Licensee/Owner.
27.	Amalgamation terms and condition forwarding letter to Licensee/Owner.
28.	Forwarding letter for Amalgamation to Estate section.
29.	Amalgamation NOC from Estate Section CIDCO.
30.	Amalgamation forwarding letter to Licensee/Owner.
31.	Amalgamation consent letter for Licensee/Owner.
32.	Change of user / Expansion use NOC from Estate Section CIDCO.
33.	Additional Area lease Premium NOC for BUA from Estate Section CIDCO.
34.	Association / Society NOC.

35.	PSIDC NOC for Kharghar Node Sector 1 to 45 from Executive Engineer (Electrical)
36.	Indemnity Bond for ULC on Rs. 100/- stamp paper with notaries.
37.	Affidavit for ULC on Rs. 100/- stamp paper with notaries.
38.	Undertaking for stilt and Terrace CB / FB on Rs. 100/- stamp paper with notaries.
39.	Undertaking for premium for CB / FB on Rs. 100/- stamp paper with notaries.
40.	Undertaking for Projected Terrace / staircase on Rs. 100/- stamp paper with notaries.
41.	Undertaking for Machine Room less lift on Rs. 100/- stamp paper with notaries.
42.	Undertaking for Stack Parking / Fitness Centre / Society office on Rs. 100/- stamp paper with notaries.
43.	Undertaking for "NO COURT MATTER" on Rs. 100/- stamp paper with notaries if 12.5% Scheme Plot.
44.	Undertaking for Drainage connection on Rs. 100/- stamp paper with notaries.
45.	Copy of Draft Agreement of sale of Flats.
46.	Society Registration Copy / Resolution to sign documents.
47.	Charitable Trust / Public Trust with registration copy.
48.	NOC from Fire officer CIDCO (Bldg. Height more than 15M or special buildings.)
49.	Forwarding letter for MAWEJA NOC to Land Section for 12.5% Scheme Plot.
50.	NOC from Land / Estate Section / Undertaking NOC on Rs. 100/- Stamp Paper with notaries for 12.5% Scheme Plot
51.	Mangroves Clearance letter from Lands & Survey / Horticulture Department CIDCO if required.
52.	Aesthetic approval from Sr. Planner (c) CIDCO if required.
53.	NOC from Civil Aviation Department if required
54.	NOC from Railway Department if required.
55.	Approval / NOC from MSEDCL for size and location of Electrical Sub Station for plots having Built up Area more than 4000 Sqm.
56.	Environment Clearance certificate from MOE & F for Gross Built up Area more than 20000 Sqm.
57.	One set of Proposal Drawing for Scrutiny.
58.	One set of Ground floor plan showing column position signed by Structural Engineer
59.	Necessary charges:- Challan& Receipts Scrutiny Fee, security Deposit, Balcony Enclosure Premium, Development Charges, Amalgamation Charges, Revalidation charges, Infrastructure Development charges (IDC).
60.	Credit Verification from Account Section CIDCO.
61.	Refusal letter to Licensee / Owner.
62.	Resubmission Letter from Architects / Licensee / Owner.
63.	Other documents (if any).
	A) Labour Area Statement.
	B) CB / FB / LOBBY / TERRACE Area Statement.
	C) Other Documents requested by Local Authorities shall be submitted by Liaison Architect in consultation with concern ACTREC engineer

Technical Evaluation Solved Examples:

Sr No	Description	Mandatory/ Minimum Eligibility	1st case	2 nd case	3 rd case	4 th case	5 th case
1	Attribute A 35 Points	17.50 Points	20	20	20	20	20
2	Attribute B1 30 Points	15 Points	20	20	20	10	20
3	Attribute B2 20 Points	10 Points	15	15	15	15	15
4	Attribute C 15 Points	7.5 Points	10	10	15	15	10
5	Attribute D 20 Points	10 Points	10	10	20	20	10
6	Attribute E 30 Points	15 Points	20	20	10	20	20
7	Registered with Council of Architect	Yes	Yes	Yes	Yes	Yes	Yes
8	10 Years post experience	Yes	Yes	Yes	Yes	Yes	Yes
9	Blacklisted	No	No	Yes	No	No	No
10	Bankrupt	No	No	No	No	No	No
11	Litigation	No	No	No	No	No	No
12	Convicted by a court of law	No	No	No	No	No	No
13	Default on a contract	No	No	No	No	No	No
14	Outsourced Architecture and structural engineer	No	No	No	No	No	Yes
15	Remarks	Technically Qualified	Technically Qualified	Technically Disqualified	Technically Disqualified	Technically Disqualified	Technically Disqualified

Note: A) Sr. No 1 to 6 – Minimum Score 50% individually is must & aggregate 60% to be secured.
B) Sr. No 7 to 14 should be “NO” for qualifying technically